

COMMISSIONERS RECORD 52
FRANKLIN COUNTY
Commissioners' Proceedings for April 23, 2014

This document is a summarized version of the Board of Commissioners proceedings. The minutes are paraphrased, not verbatim. Access to an electronic audio recording of the meeting is available upon request.

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Robert E. Koch, Chairman; Brad Peck, Chair Pro Tem; and Rick Miller, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board. Meeting convened at 9:00 am with the Pledge of Allegiance.

PUBLIC WORKS

Public Works Director Matt Mahoney met with the Board. Present in audience: Gordon Cable, Melinda Diaz, Matt Mahoney, Matthew Rasmussen, Donald Bolero, Mark J. Overstreet (c/o Jim Wiley) and one other woman.

Public Hearing: Intent to vacate a portion of Janet Road right-of-way

The public hearing had been advertised but was postponed due to a decision made by the Board on April 9, 2014, to obtain more information about right-of-way laws before proceeding.

Public Hearing: Intent to establish a portion of Road 52 North as a county road (9:02 am)

Public Hearing convened at 9:02 am. Present: Commissioners Koch, Peck and Miller; County Administrator Fred Bowen; Public Works Director Matt Mahoney; Engineer Matthew Rasmussen; and Clerk to the Board Mary Withers. Present in audience: Gordon Cable, Melinda Diaz, Matt Mahoney, Matthew Rasmussen, Donald Bolero, Mark J. Overstreet (c/o Jim Wiley) and one other woman.

Mr. Mahoney said the portion of Road 52 North that is referred to is located between Janet Road and Clark Road.

Mr. Koch asked if anyone would like to speak for or against the proposal.

Don Bolero asked if it is going to be paved or just gravel on Road 52 from Janet Road to Clark Road. Mr. Mahoney said based on the Board's decision, the plan has been we would look forward to getting it paved between Janet Road and Clark Road during our chip sealing process and hope to work it into that schedule sometime in May or June.

No one else in the audience wished to speak.

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Motion – Mr. Peck: I move for approval of a resolution establishing a portion of Road 52 North as presented by Mr. Mahoney. Second by Mr. Miller. 3:0 vote in favor. Resolution 2014-185 was approved.

Resolution initiating County Road Project CRP 610/Road 52 North Road construction (9:05 am)

Motion – Mr. Peck: I move for approval of resolution initiating a County Road Project designated as CRP 610 / Road 52 North Road Construction as presented by Mr. Mahoney. Second by Mr. Miller. 3:0 vote in favor. Resolution 2014-186 was approved.

Bid Opening: Pavement marking paint (9:07 am)

Bid opening convened at 9:07 am. Present: Commissioners Koch, Peck and Miller; County Administrator Fred Bowen; Public Works Director Matt Mahoney; Engineer Matthew Rasmussen; and Clerk to the Board Mary Withers. Present in audience: Gordon Cable, Melinda Diaz, Matt Mahoney, Matthew Rasmussen, Donald Bolero, Mark J. Overstreet (c/o Jim Wiley) and one other woman.

Bids were requested for both solvent-based paint and water-based paint because the county is not sure when delivery of a truck will occur that can handle the water-based paint. Alternative bid 1 is for all water-based paint. Alternative bid 2 is for all solvent-based paint. The base bid includes some solvent-based paint and some water-based paint. The Public Works Department expects to do some re-stripping of roads right away with solvent-based paint and then switch to water-based paint later in the year.

One bid was received:

Alpine Products, Inc., Auburn, WA	Total base bid	\$106,633.30
	Total alternate bid 1	\$ 99,172.48
	Total alternate bid 2	\$130,433.53

Public Works Department estimate: About \$185,000.

House Bill 1632

Mr. Koch asked the Public Works Department to review House Bill 1632 regarding allowing off-road vehicles (ORVs) to be used on county roads.

HUMAN SERVICES (HS)

Melinda Diaz met with the Board. Present in audience: Gordon Cable, Matt Mahoney, Matthew Rasmussen, Margo Hines and Jennifer Bowe.

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Ms. Diaz described the contracts and answered the Board's questions.

Grant Agreement #2014-HHAA-TIR between Benton and Franklin Counties Department of Human Services and Therapeutic Innovations and Recovery, to assist the County with meeting the goals of the ten-year homeless housing plan for Benton and Franklin Counties to reduce homelessness

Motion – Mr. Miller: I move for approval of Grant Agreement #2014-HHAA-TIR between Benton and Franklin Counties Department of Human Services and Therapeutic Innovations and Recovery. The agreement amount is for \$55,315. Second by Mr. Peck. 3:0 vote in favor. Resolution 2014-187 was approved.

Grant Agreement #2014-HHAA-CAC-ERP between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee (CAC), to assist the county with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness by funding the elderly renters program

Motion – Mr. Miller: I move that we approve Grant Agreement 2014-HHAA-CAC-ERP between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee. The amount is \$13,727. Second by Mr. Peck. 3:0 vote in favor. Resolution 2014-188 was approved.

Grant Agreement #2014-HHAA-DVS between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties, to assist the county with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness

Motion – Mr. Miller: I move that we approve Grant Agreement 2014-HHAA-DVS between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties and this amount is for \$56,237. Second by Mr. Peck. 3:0 vote in favor. Resolution 2014-189 was approved.

Grant Agreement #2014-HHAA-CAC-CHHP between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee (CAC), to

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assist the county with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness by funding the chronically homeless housing program

Motion – Mr. Peck: Mr. Chairman, I move for approval of Grant Agreement 2014-HHAA-CAC-CHHP between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee as presented on today's agenda. Second by Mr. Miller. 3:0 vote in favor. Resolution 2014-190 was approved.

OFFICE BUSINESS

Administrative Assistant Margo Hines met with the Board. Present in audience: Matt Mahoney, Matthew Rasmussen, Gordon Cable, Melinda Diaz and Jennifer Bowe.

Vouchers

Motion – Mr. Miller: I move that we approve the vouchers for April 23, 2014 for the fund expenditures as listed totaling \$795,146.98. It is approved by Fred Bowen and Matt Beaton. Second by Mr. Peck. 3:0 vote in favor. (Exhibit 1)

<u>Fund Expenditures</u>	<u>Warrants</u>		<u>Amount Issued</u>
Current Expense	96669	96969	\$12,173.94
TRAC Operations Fund	96981	97025	\$69,683.24
Franklin County RV Facility	97026	97032	\$7,908.62
County Roads	97095	97123	\$49,305.27
Solid Waste	97124	97130	\$3,464.41
Motor Vehicle/Public Works	97131	97151	\$19,028.34
Treasurer O & M	97152	-	\$12.92
Crime Victims/Witness Assist	97153	97154	\$3,153.45
Jail Commissary	97155	97156	\$1,349.06
Enhanced 911	97157	97164	\$132,677.94
FC Capital Projects Fund	97165	-	\$1,138.50
FC Public Facilities Const Fund	97166	-	\$4,374.23
Current Expense	97167	97201	\$23,821.87
Current Expense	97202	97226	\$22,131.08
Current Expense	97227	97256	\$11,976.71
Current Expense	97257	97261	\$260.28
Auditor O & M	97262	97263	\$89.85
Election Equipment Revolving	97264	97265	\$225.57
Ending Homelessness Fund	97266	97271	\$15,533.19
Affordable Housing Fund	97272	-	\$577.98
.3% Criminal Justice Const Fnd	97273	-	\$367,386.01
Dept of Commerce Pass Through	97274	-	\$5,000.00
Current Expense	97275	97303	\$41,505.79
Current Expense	97391	97393	\$988.93

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Auditor O & M	97394	-	\$279.07
Veteran's Assistance	97395	97397	\$1,100.23
	Grand		
	Total		<u>\$795,146.48</u>

Motion – Mr. Miller: I move for approval of County Road Fund payroll for \$94,741.20 and Motor Vehicle Fund payroll for \$18,137.11. The grand total of the payments is \$112,878.31. It is also signed by two different people, Julie Jordan and Jeff Burckhard. Second by Mr. Peck. 3:0 vote in favor. (Exhibit 2)

<u>Fund</u>	<u>Warrant</u>	<u>Amount</u>
County Road		
Payroll	97454-97474	23,486.59
Direct Deposit		37,030.35
		<u>60,516.94</u>
Benefits	97475-97484	34,224.26
	Total	<u>\$94,741.20</u>
Motor Vehicle		
Payroll	97426-97443	\$5,909.15
Direct Deposit		5,651.49
		<u>\$11,560.64</u>
Benefits	97444-97453	6,576.47
	Total	<u>\$18,137.11</u>
	Grand Total All	
	Payrolls	<u>\$112,878.31</u>

Consent Agenda

Motion – Mr. Peck: I move for approval of the consent agenda with discussion. Second by Mr. Miller. Jennifer Bowe answered Mr. Peck's questions about the vehicle purchase. 3:0 vote in favor.

1. Approval of Resolution 2014-191, authorizing purchase of vehicles from Bud Clary Auto Group utilizing Washington State Contract No. 03513 for the Benton-Franklin Counties Juvenile Justice Center
2. Approval of Resolution 2014-192, Greater Columbia Behavioral Health (GCBH) Amendment Number BFCRUS-11/13-04, Amendment No. 04, for the State Mental Health Amendment, between GCBH and Benton and Franklin Counties Department of Human Services, approved by Benton County Resolution No. 11-656 and Franklin County Resolution No. 2011-362

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3. Approval of Resolution 2014-193, Greater Columbia Behavioral Health (GCBH) Amendment Number BFCRUP-11/13-05, Amendment No. 05, for the prepaid inpatient health plan (PIHP) Amendment between GCBH and Benton and Franklin Counties Department of Human Services, approved by Benton County Resolution No. 11-657 and Franklin County Resolution No. 2011-366
4. Approval of Franklin County Commissioners Proceedings for April 9 and April 16, 2014

Recessed at 9:37 am.

Reconvened at 9:49 am.

OTHER BUSINESS

Present in audience: Candice Hermanson, Matt Mahoney, Matthew Rasmussen, Larry Hueter, Bill Davis and Tim Dickerson.

Setting Commissioner District 3 salary for years 2015-2018

Deputy Prosecutor Janet Taylor met with the Board. She reviewed information about an evaluation of Commissioner district salaries. There was extensive discussion.

Motion – Mr. Koch: I make a motion to hold District 3 at \$94,325 for the next 2015-2018 term and leave Commissioner Districts 1 and 2 as it is until that resolution expires in 2016. Second by Mr. Miller. 3:0 vote in favor. Resolution 2014-194 was approved.

COUNTY ADMINISTRATOR (10:11 am)

County Administrator Fred Bowen met with the Board. Present in audience: Matthew Rasmussen, Larry Hueter, Tim Dickerson, Sean Sant and Bill Davis.

Executive Session at 10:12 am with Attorney Bill Davis pursuant to RCW 42.30.110(1)(c), real estate sale, minimum price, expected to last 10 minutes. Mr. Rasmussen and Mr. Hueter left the audience.

Open Session at 10:23 am. Larry Hueter and Matthew Rasmussen joined the audience.

Mr. Peck described the proposed agreement that has been presented to the Board between Franklin County and Mohinder Sohal and Gurdish Sohal and Pacific Northwest My Place Hotels, LLC. In due time it will be recorded so it will all be public record.

Motion – Mr. Peck: I move that the Board approve the proposed agreement together with the Release of Conditions as provided to us by our retained legal counsel Mr. Davis and that it be

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approved as presented in its original form for signature today. Second by Mr. Miller. 3:0 vote in favor. (Exhibit 3)

Jail Construction Project

Jail Construction Project Manager Larry Hueter and Prosecutor Shawn Sant met with the Board. Present in audience: Tim Dickerson.

Executive Session at 10:31 am pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel: matters relating to agency enforcement actions; litigation or potential litigation, expected to last 15 minutes.

Open Session at 10:48 am.

Executive Session continued at 10:48 am expected to last 10 minutes.

Open Session at 11:00 am.

PROSECUTOR

Prosecutor Shawn Sant and Deputy Prosecutor Tim Dickerson met with the Board.

Executive Session at 11:01 am pursuant to RCW 42.30.110(1)(i) potential litigation and/or legal risks of proposed action and litigation, expected to last less than 10 minutes. Mr. Hueter left the meeting.

Open Session at 11:13 am.

Change Order #13 for Jail Construction

Mr. Hueter met with the Board.

Motion – Mr. Peck: Mr. Chairman, I move for approval of Resolution entitled Addition of Change Order No. 13 to agreement between Franklin County and Lydig Construction, Inc., as summarized by Mr. Hueter in his Agenda Summary Report. Second by Mr. Miller. 3:0 vote in favor. Resolution 2014-194 was approved.

Change Order Summary

Mr. Hueter reviewed a summary of change orders he had prepared for the Board.

ADJOURNMENT

Adjourned at 11:18 am.

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until April 30, 2014.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Robert E. Koch, Chairman



Brad Peck, Chairman Pro Tem



Rick Miller, Member

Attest:



Clerk to the Board

Approved and signed May 14, 2014.



FRANKLIN COUNTY AUDITOR

Matt Beaton, Auditor

4/23/2014

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims.

Action: As of this date, 4/23/2014

Move that the following warrants be approved for payment:

certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

FUND Expenditures	WARRANTS		AMOUNT ISSUED
Current Expense	96669	96969	\$12,173.94
TRAC Operations Fund	96981	97025	\$69,683.24
Franklin County RV Facility	97026	97032	\$7,908.62
County Roads	97095	97123	\$49,305.27
Solid Waste	97124	97130	\$3,464.41
Motor Vehicle/Public Works	97131	97151	\$19,028.34
Treasurer O & M	97152	-	\$12.92
Crime Victims/Witness Assist	97153	97154	\$3,153.45
Jail Commissary	97155	97156	\$1,349.06
Enhanced 911	97157	97164	\$132,677.94
FC Capital Projects Fund	97165	-	\$1,138.50
FC Public Facilities Const Fund	97166	-	\$4,374.23
Current Expense	97167	97201	\$23,821.87
Current Expense	97202	97226	\$22,131.08
Current Expense	97227	97256	\$11,976.71
Current Expense	97257	97261	\$260.28
Auditor O & M	97262	97263	\$89.85
Election Equipment Revolving	97264	97265	\$225.57
Ending Homelessness Fund	97266	97271	\$15,533.19
Affordable Housing Fund	97272	-	\$577.98
.3% Criminal Justice Const Fnd	97273	-	\$367,386.01
Dept of Commerce Pass Through	97274	-	\$5,000.00
Current Expense	97275	97303	\$41,505.79
Current Expense	97391	97393	\$988.93
Auditor O & M	97394	-	\$279.07
Veteran's Assistance	97395	97397	\$1,100.23

In the amount of

\$795,146.48

The motion was seconded by

Don Lee

And passed by a vote of 3 to 0

Reviewed by County Administrator

J. Beaton

The attached vouchers have been approved by Auditor or Deputy

Vouchers Audited By : Margaret Mathia



FRANKLIN COUNTY AUDITOR

Matt Beaton, Auditor

April 23, 2014

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, April 23, 2014 *[Signature]*,
move that the following warrants be approved for payment.

<u>FUND</u>	<u>WARRANT</u>	<u>AMOUNT</u>
County Road		
Payroll	97454-97474	23,486.59
Direct Deposit		37,030.35
		<u>60,516.94</u>
Benefits	97475-97484	34,224.26
	Total	<u>\$94,741.20</u>
 Motor Vehicle		
Payroll	97426-97443	\$5,909.15
Direct Deposit		5,651.49
		<u>\$11,560.64</u>
Benefits	97444-97453	6,576.47
	Total	<u>\$18,137.11</u>
 Grand Total All Payrolls		<u>\$112,878.31</u>

In the total amount of **\$112,878.31** (\$94,741.20 + \$18,137.11)

The motion was seconded by *[Signature]* and passed by a vote of 3 to 1.

[Signature]
The attached payroll has been approved by Auditor or Deputy

[Signature]
Payroll Prepared By

AGREEMENT

THIS AGREEMENT is entered into this 23rd day of April, 20 14, by and between FRANKLIN COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County"), and MOHINDER SOHAL and GURDISH SOHAL, husband and wife, (hereinafter referred to as "Sohal"), and PACIFIC NORTHWEST MY PLACE HOTELS, L.L.C., a South Dakota State limited liability company (hereinafter referred to as "My Place"). Both Sohal and My Place hereinafter collectively referred to as "holder".

RECITALS

WHEREAS, County sold real estate described on Exhibit "A" attached hereto and incorporated herein by this reference, to Sohal on the 24th day of July, 2006. Said sale is represented by Special Warranty Deed dated the 27th day of July, 2006. A copy of said deed is attached hereto and incorporated herein by this reference; and

WHEREAS, said deed had a condition upon which the sale and transfer was subject. The condition was a condition subsequent, wherein the development and construction upon the real estate described in Exhibit "A" (hereinafter referred to as "the property" or "the real property")

was to begin within three (3) years of the closing of the sale and was to be completed within five (5) years of the closing of the sale, or the title to the real property sold upon which the development did not occur or was not completed as specified and any improvements located thereon shall be subject to a reversion to County; and

WHEREAS, County has extended the provisions of the conditions subsequent by requiring that construction begin by July 27, 2011, and was to be completed by July 27, 2013; and

WHEREAS, no construction has been started upon the property. No construction was completed; and

WHEREAS, County placed the condition subsequent into the deed for purposes of ensuring that the sale of the property when made would require development, for the purpose that increased revenues would be received by Franklin County for the benefit of the public. Failure to complete development within the specified times, including the extensions, has caused a loss of revenue to the County revenue.

WHEREAS, the County and holder desire to have the conditions contained in the above-referenced deed extinguished from the title; and

WHEREAS, My Place is acquiring property from Sohal for purposes of building a hotel on the property.

AGREEMENT

The County and holder agree as follows:

1. Recitals. The above recitals are incorporated into this Agreement as if fully set forth.

2. Real Property. The real property which is the subject matter of this Agreement is described on Exhibit "A", which is attached hereto and incorporated herein by this reference as if fully set forth.

3. Consideration. County and holder enter into this Agreement for good and valuable consideration, including payment by holder to County of Twenty-Five Thousand and No/100ths Dollars (\$25,000.00) which is subject to the escrow provisions set forth below, for purposes of having the conditions subsequent removed from the title to the property in accordance with the Release of Conditions as set forth in Exhibit "B"; provided, the hotel facility being built by My Place is completed and a certificate of occupancy is issued no later than the 30th day of June, 2015. In the event that a certificate of occupancy is not issued with regard to the hotel by the 30th day of June, 2015, then, in that event, the sale option set forth below shall be exercisable by the County with regard to the property.

4. Escrow Provisions. Holder shall deposit into escrow with the closing company of the sale between Sohal and My Place the sum of \$25,000.00 to be held by the closing company in escrow pending the issuance of a certificate of occupancy on or before the 30th day of June, 2015, and County shall place into escrow an executed Release of Conditions (as set forth on Exhibit "B"). Said Release of Conditions and \$25,000.00 shall be held by the escrow agent. Upon the escrow agent receiving a certificate of occupancy for a hotel upon the subject property described in the attached deed on or before the 30th day of June, 2015, the escrow agent shall proceed to record the Release of Conditions and remit the \$25,000.00 to County.

In the event that the certificate of occupancy is not issued on or before the 30th day of June, 2015, and the parties do not agree to extend said date, then, in that event, the \$25,000.00 shall be returned to the holder, the Release of Conditions shall be returned to the

County, and the option as set forth below shall become in full force and effect. The cost of the escrow shall be borne by the holder.

5. Sale Option. Upon the above failure to complete construction of a hotel and receive a certificate of occupancy on or before the 30th day of June, 2015, or, such other date as mutually agreed to by the parties, then the following option shall be exercised by the County. The option is as follows:

The County shall have the right to file an action in the Superior Court of Franklin County, State of Washington, to confirm the forfeiture of the interests of the holder, and full ownership of the County free and clear of any claims of holder, his/hers/its successors or assigns. The County shall have the right to proceed with a private or judicial sale, which shall be approved by the Superior Court of Franklin County, State of Washington, upon the following terms and conditions:

1. The County shall advertise and sell the property, at public or private sale, upon such terms as the County, in its sole discretion, shall select. Said sale shall be for cash in full due on closing.

2. From the sale proceeds, all fees (including the County's attorney's fees and fees charged pursuant to this Agreement) due to the County, and all selling costs shall first be deducted and retained by the County.

Thereafter, the balance shall be distributed from the funds in the following order until the funds are exhausted, to wit:

- a. All unpaid taxes and government or municipal liens shall be paid;
- b. Next, any liens that have been placed on the property shall be paid;

c. Next, the remaining proceeds, up to the sum of all out of pocket development and construction costs incurred by My Place, including the \$901,845.00 paid to Sohal, less the liens paid under paragraph (b) immediately preceding, without interest, shall be paid to My Place; and

d. Lastly, the entire remaining balance, if any, shall be paid to the County.

For purposes of clarity, costs include all costs of sale, and all attorney's fees incurred by the County with regard to the sale of the property. Liens include all encumbrances and liens as may exist against the real property.

GENERAL TERMS

1. Rights and Remedies. Each party shall have all rights and remedies as exist at law and equity with regard to this Agreement, and any breach of this Agreement shall be distinct, separate, and cumulative, and shall not be deemed inconsistent with any other breach. None of the remedies, whether exercised by a party or not, shall be deemed to be an exclusion of any other, or any two (2) or more of said rights and remedies may be exercised at the same time, or separately, as desired, and the failure of either party to exercise their rights with regard to any default shall not be deemed a waiver of any subsequent default.

2. Venue. For any action arising out of this Agreement, or pertaining to the property being the subject matter of this Agreement, shall lie in the Superior Court of Franklin County, State of Washington.

3. Notice. Any notice which either party is required to give to the other may be given by mailing the same, postage pre-paid to:

Franklin County
1016 North Fourth Avenue
Pasco, WA 99301

Mohinder and Gurdish Sohal
1800 W. Lewis Street
Pasco, WA 99301

Pacific Northwest My Place Hotels, L.L.C.
1910 Eighth Avenue N. E.
Aberdeen, SD 57401

or, at such other places as may be designated by a party from time to time.

All notices to be given hereunder shall be given in writing and either mailed, postage pre-paid, or delivered or served upon the other party at the above addresses.

4. Amendments. This Agreement may not be modified except by the execution, in writing, by both parties of the amendment, which amendment shall be then attached hereto and made part hereof.

5. Attorney's Fees and Costs. In case suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this Agreement, or to enforce any rights hereunder, the prevailing party in said suit or action shall be awarded, in addition to costs and disbursements as provided by statute, costs of any title fees attendant to the real property, and reasonable attorney's fees with regard to said suit or action.

6. Drafting of Agreement. It is acknowledged by the parties that the County has prepared this Agreement. However, both parties acknowledge that this Agreement has been negotiated and holder has had the opportunity to have this Agreement reviewed by counsel of their choice, and, therefore, this Agreement shall not be interpreted against the drafting party.

April 23, 2014

The parties further acknowledged that this Agreement is deemed fair and equitable to each of the parties and is entered into to resolve disputes and ambiguities existing with regard to the parties' previous agreements.

7. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.

8. Entire Agreement. The parties acknowledge that this is their entire agreement, and that there are no oral or verbal agreements.

9. Counterpart Signatures: This agreement may be signed in counterparts, all of which shall be taken as the executed document.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23rd day of April, 2014.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

BY: 
Chairman

BY: 
Chair Pro Tem

BY: 
Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

On this 23 day of April, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert E. Koch, Brad Peck & Rick Miller to me known to be Chairman of the Board of County

Commissioner's of Franklin County, Washington, the political subdivision of the State of Washington on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written



Mary C. Withers
Notary Public in and for the State of Washington
residing at Eltopia
Mary C. Withers
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 10-29-16

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

On this 23 day of April, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brad Peck, to me known to be **The Chair Pro Tem of the Board of County Commissioner's of Franklin County, Washington**, the political subdivision of the State of Washington on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written



Mary C. Withers
Notary Public in and for the State of Washington
residing at Eltopia
Mary C. Withers
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 10-29-16

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

On this 24 day of April, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rick Miller, to me known to be a **Commissioner on the Board of**

County Commissioner's of Franklin County, Washington, the political subdivision of the State of Washington on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.



Mary C. Withers
Notary Public in and for the State of Washington
residing at E/Topia
Mary C. Withers
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 10-29-16

SOHAL:

Mohinder Sohal

MOHINDER SOHAL

Gurdish Sohal

GURDISH SOHAL

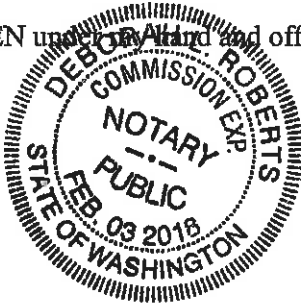
STATE OF WASHINGTON)

) ss.

COUNTY OF)

On this day personally appeared before me **MOHINDER SOHAL**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this 18 day of April, 2014.

Deborah A RobertsNotary Public in and for the State of Washington
residing at Benton CountyNAME OF NOTARY PUBLIC (TYPE OR PRINT)
Deborah A RobertsMy Appointment Expires: 2/3/18

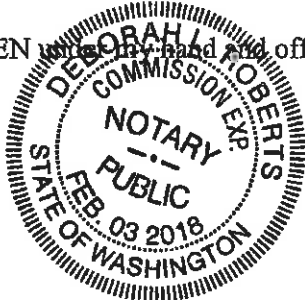
STATE OF WASHINGTON)

) ss.

COUNTY OF)

On this day personally appeared before me **GURDISH SOHAL**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this 18 day of April, 2014.

Deborah A RobertsNotary Public in and for the State of Washington
residing at Benton CountyNAME OF NOTARY PUBLIC (TYPE OR PRINT)
Deborah A RobertsMy Appointment Expires: 2/3/18

MY PLACE:

PACIFIC NORTHWEST MY PLACE
HOTELS, L.L.C., a _____ State
limited liability company

BY: *Signature of Authorized Member*RONALD J. RIVETT*Type/Print Name of Authorized Member*

BY: _____

*Signature of Authorized Member**Type/Print Name of Authorized Member*

BY: _____

*Signature of Authorized Member**Type/Print Name of Authorized Member*

BY: _____

*Signature of Authorized Member**Type/Print Name of Authorized Member*

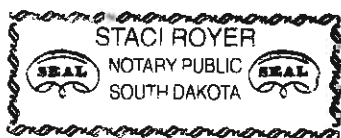
STATE OF South Dakota)
) ss.
COUNTY OF Brown)

On this 17th day of April, 2014, before me, the undersigned, a Notary Public in and for the State of South Dakota, duly commissioned and sworn, personally appeared Ronald Rivett, to me known to be an **Authorized Member** of **PACIFIC NORTHWEST MY PLACE HOTELS, L.L.C.**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the

April 23, 2014

uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Staci Royer
 Notary Public in and for the
 State of South Dakota
 residing at 111 NE 2nd Ave
Warner SD 57479
 NAME OF NOTARY PUBLIC (TYPE OR PRINT) Staci Royer
 My Appointment Expires: 9/22/16

STATE OF _____)
) ss.
 COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be an **Authorized Member of PACIFIC NORTHWEST MY PLACE HOTELS, L.L.C.**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.

 Notary Public in and for the
 State of _____
 residing at _____

 NAME OF NOTARY PUBLIC (TYPE OR PRINT)
 My Appointment Expires: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and

WITNESS my hand and official seal hereto affixed the day and year first above written.

NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires:

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be an **Authorized Member of PACIFIC NORTHWEST MY PLACE HOTELS, L.L.C.**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument on behalf of said limited liability company.

NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires:

Zona G. Lenhart, Auditor, Franklin County, WA. AFN # 1733807 Recorded
05/04/2009 at 10:24 AM DocType: DEED 2 Page(s) Filing Instrument \$43.00
MOHINDER SOHAL



AFTER RECORDING MAIL TO:

Name: Cascade Title Company of Benton-Franklin Counties
Address: 8203 W Quinault Avenue Suite 10
City, State, Zip: Kennewick WA 99336

FRANKLIN COUNTY TREASURER
Original
029605 JL 27 06

Filed for Record at Request of:

Board of Franklin County Commissioners

Franklin County Courthouse
1016 North Fourth Avenue
Pasco WA 99301

No Real Estate Excise Tax Paid
this instrument Exempt Under R.C.W. 62.45
Treasurer Franklin Co.

UNOFFICIAL COPY
CASCAD TITL CO. 5-4-2009 33

P75258CH

SPECIAL WARRANTY DEED

Re-Record to Amend Condition 1 below

THE GRANTOR Franklin County, a Municipal Corporation for and in consideration of one dollar (\$1.00) and other good and valuable consideration, conveys, and warrants to GRANTEE6, MOHINDER SOHAL and GURDISH SOHAL, Husband and Wife, the following described real estate, situated in the County of Franklin, state of Washington:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01°27'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 520.00 FEET; THENCE NORTH 88°21'34" WEST, 281.72 FEET TO A POINT ON THE SOUTHERLY MARGIN OF RODEO DRIVE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°38'26" WEST, 301.72 FEET; THENCE NORTH 88°21'34" WEST, 305.00 FEET; THENCE NORTH 01°38'28" EAST, 301.72 FEET TO A POINT ON THE SOUTHERLY MARGIN OF RODEO DRIVE; THENCE SOUTH 88°21'34" EAST ALONG SAID SOUTHERLY MARGIN, 305.00 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 3, BINDING SITE PLAN 2006-02 RECORDED UNDER AUDITOR'S FILE NO. 1676945).

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

Roads

Parcel #: 117-446-109

All roads adjacent to and contiguous with the above-described parcels of property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 66, Home Run Road, and Convention Place, are to the extent that they are adjacent to any of the above-described properties and are included in the above legal descriptions, subject to their use as roadways, and their use for rights of ways for utilities, irrigation facilities, and other public use.

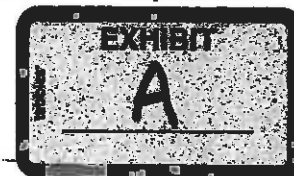
SUBJECT TO THE FOLLOWING CONDITIONS AS DESCRIBED BELOW: by July 27, 2011

1) The development and construction upon the property must begin within three (3) years of the closing of this sale, and must be completed within five (5) years of the closing of this sale, or, the title to the real property sold upon which development did not occur or was not completed as specified herein, by July 27, 2011

2) No hotel(s) or motel(s) shall be developed or constructed on the premises prior to the year 2014, or the title to the real property sold upon which hotel or motel development or construction did occur, and any improvements located thereon, shall be subject to reversion to Franklin County.

3) As an additional condition of sale, all the aforementioned contingencies and reversionary interests shall be placed upon the deed and shall survive subsequent transfers of title and run with the land and bind the Grantee and Grantee's heirs, successors, and assigns, and inure to the benefit of Grantor and its successors and assigns for the duration of the contingencies and reversionary interests.

Amendments
pursuant
to Agreement
attached as
"Exhibit A"





The aforementioned conditions of sale, contingencies, and/or reversionary interests shall not be deemed encumbrances or defects for purposes of Grantee's condition of title to real property.

The Grantor for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and will forever warrant and defend the said described real estate.

Assessor's Property Tax Parcel/Account Number: 417-490-100

Dated: July 24, 2006

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Neva J. Corkrum
Neva J. Corkrum, Chairman

Robert E. Koch
Robert E. Koch, Chair Pro Tem

Frank H. Brock
Frank H. Brock, Commissioner

STATE OF WASHINGTON)
COUNTY OF FRANKLIN) ss

On this 24 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Neva J. Corkrum, Robert E. Koch, and Frank H. Brock to me known to be the Board of County Commissioners of Franklin County, Washington, the municipal corporation on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

I, Zona G. Lenhart, Auditor of Franklin County, State of Washington do hereby certify that the foregoing instrument is a true and correct copy of the original thereof now on file in my office.

Dated this 10th day of Sept 2008

Zona G. Lenhart, Auditor
Franklin County, Washington

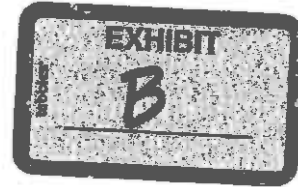
By Deputy



Mary C. Withers
(Signature)

Mary C. Withers
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,
residing at El Paso
My commission expires 10-29-08



RELEASE OF CONDITIONS

FRANKLIN COUNTY, a political subdivision of the State of Washington, for good and valuable consideration, hereby releases those conditions set forth in the Special Warranty Deed, dated July 24, 2006, recorded July 27, 2006, in the Franklin County Auditor's office under Auditor's File No. 1686918, wherein Franklin County, a political subdivision of the State of Washington, was the grantor, and Mohinder Sohal and Gurdish Sohal, husband and wife, were the grantees. Said conditions that are being released are recited as follows:

- 1) The development and construction upon the property must begin within three (3) years of the closing of this sale, and must be completed within five (5) years of the closing of this sale, or, the title to the real property sold upon which development did not occur or was not completed as specified herein, and any improvements located thereon, shall be subject to reversion to Franklin County.
- 2) No hotel(s) or motel(s) shall be developed or constructed on the premises prior to the year 2014, or the title to the real property sold upon which hotel or motel development or construction did occur, and any improvements located thereon, shall be subject to reversion to Franklin County.
- 3) As an additional condition of sale, all the aforementioned contingencies and reversionary interests shall be placed upon the deed and shall survive subsequent transfers of title and run with the land and bind the grantee and grantee's heirs, successors, and assigns, and inure to the benefit of grantor and its successors and assigns for the duration of the contingencies and reversionary interests.

The aforementioned conditions of sale, contingencies, and/or reversionary interest shall not be deemed encumbrances or defects for purposes of grantee's condition of title to real property.

The conditions are on the following-described real estate:

A parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 01°27'05" West, along the East line of said Northeast Quarter 520.00 feet; thence North 88°21'34" West, 281.72 feet to a point on the Southerly margin of Rodeo Drive and the True Point of Beginning; thence South 01°38'26" West, 301.72 feet; thence North 88°21'34" West, 305.00 feet; thence North 01°38'26" East, 301.72 feet to a point on the Southerly margin of Rodeo Drive; thence South 88°21'34" East along said Southerly

margin, 305.00 feet to the True Point of Beginning. (Also known as Lot 3, Binding Site Plan 2006-02 recorded under Auditor's File No. 1676945).

[Tax Parcel No. 117-490-109].

DATED this ____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

BY: _____
Chairman

BY: _____
Chair Pro Tem

BY: _____
Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be **Chairman of the Board of County Commissioner's of Franklin County, Washington**, the political subdivision of the State of Washington on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

Notary Public in and for the State of Washington
residing at _____

NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: _____

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be **The Chair Pro Tem of the Board of County Commissioner's of Franklin County, Washington**, the political subdivision of the State of Washington on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

My Appointment Expires:

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be a **Commissioner on the Board of County Commissioner's of Franklin County, Washington**, the political subdivision of the State of Washington on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

My Appointment Expires:

RELEASE OF CONDITIONS

FRANKLIN COUNTY, a political subdivision of the State of Washington, for good and valuable consideration, hereby releases those conditions set forth in the Special Warranty Deed, dated July 24, 2006, recorded July 27, 2006, in the Franklin County Auditor's office under Auditor's File No. 1686918, wherein Franklin County, a political subdivision of the State of Washington, was the grantor, and Mohinder Sohal and Gurdish Sohal, husband and wife, were the grantees. Said conditions that are being released are recited as follows:

1) The development and construction upon the property must begin within three (3) years of the closing of this sale, and must be completed within five (5) years of the closing of this sale, or, the title to the real property sold upon which development did not occur or was not completed as specified herein, and any improvements located thereon, shall be subject to reversion to Franklin County.

2) No hotel(s) or motel(s) shall be developed or constructed on the premises prior to the year 2014, or the title to the real property sold upon which hotel or motel development or construction did occur, and any improvements located thereon, shall be subject to reversion to Franklin County.

3) As an additional condition of sale, all the aforementioned contingencies and reversionary interests shall be placed upon the deed and shall survive subsequent transfers of title and run with the land and bind the grantee and grantee's heirs, successors, and assigns, and inure to the benefit of grantor and its successors and assigns for the duration of the contingencies and reversionary interests.

The aforementioned conditions of sale, contingencies, and/or reversionary interest shall not be deemed encumbrances or defects for purposes of grantee's condition of title to real property.

The conditions are on the following-described real estate:

A parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 01°27'05" West, along the East line of said Northeast Quarter 520.00 feet; thence North 88°21'34" West, 281.72 feet to a point on the Southerly margin of Rodeo Drive and the True Point of Beginning; thence South 01°38'26" West, 301.72 feet; thence North 88°21'34" West, 305.00 feet; thence North 01°38'26" East, 301.72 feet to a point on the Southerly margin of Rodeo Drive; thence South 88°21'34" East along said Southerly

margin, 305.00 feet to the True Point of Beginning. (Also known as Lot 3, Binding Site Plan 2006-02 recorded under Auditor's File No. 1676945).

[Tax Parcel No. 117-490-109].

DATED this 23rd day of April, 20 14.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

BY: *Robert E. Koch*
Chairman

BY: *Brad Peck*
Chair Pro Tem

BY: *Rick Miller*
Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

On this 23 day of April, 20 14, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert E. Koch, Brad Peck & Rick Miller to me known to be **Chairman of the Board of County Commissioner's of Franklin County, Washington**, the political subdivision of the State of Washington on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.



Mary C. Withers
Notary Public in and for the State of Washington
residing at *Eltopia*
Mary C. Withers
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: *10-29-16*

