

AGREEMENT BETWEEN THE CITY
OF BREWSTER AND PUBLIC UTILITY DISTRICT NO. 1
OF DOUGLAS COUNTY, WASHINGTON

This Agreement is made and entered into this 10th day of May, 2010, by and between the City of Brewster, Washington, a Municipal corporation (“City”), and Public Utility District No. 1 of Douglas County, Washington, a Municipal corporation (“District”).

RECITALS

1. The District operates the Wells Hydroelectric Project (“Wells Project”) on the Columbia River under License No. 2149 (“Original License”), from the Federal Energy Regulatory Commission, (“FERC”). The District is pursuing a new license (“Second License”) for the Wells Project using the FERC Integrated Licensing Process.

2. In compliance with the Original License, the City and the District entered into an Agreement dated June 15, 1987, regarding the construction, ownership and operation of recreational facilities located on adjoining City and District property (“Prior Agreement”). Recreational facilities known as Brewster-Columbia Cove Park were constructed pursuant to the Prior Agreement. This Agreement shall replace and supersede that Prior Agreement.

3. The District has the responsibility of ensuring that the Wells Project’s recreation facilities are operated and maintained in a manner that is consistent

with the FERC license and consistent with the operation and maintenance standards in Exhibit A.

4. The District has expressed interest in compensating the City for providing administration, operation, and maintenance services for the Brewster-Columbia Cove and Waterfront Trail facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein provided, the parties agree as follows:

AGREEMENT

1. Property. The City represents that it owns or has the right to use the real property described in Exhibits B and D, attached hereto, upon which exist certain recreational facilities. The District owns certain property abutting the Columbia River and contiguous with the City's real property that contains additional recreational facilities. The District's property is described in Exhibits C and E attached hereto. The facilities located on the property constitute the Brewster-Columbia Cove Park and Waterfront Trail. The City agrees to grant an easement in the form attached as Exhibit G to the District to use these City properties as Wells Project recreation sites.

The District owns certain property adjacent to Brewster-Columbia Cove Park for which the City has interest in developing a recreational vehicle (RV) camping facility. The District property is described in Exhibit F attached hereto. The District agrees to grant an easement in the form attached as Exhibit H to the City to develop this property for a City recreation site.

2. Permits. If the District constructs additional recreational facilities for Brewster-Columbia Cove Park then the District shall be solely responsible for obtaining

all necessary permits and easements from the appropriate governmental agencies for the construction of such recreational facilities. The District shall further act as the lead agency insofar as environmental laws and regulations are concerned.

3. FERC Compliance. This entire Agreement is effective immediately but District funding and/or implementation of measures herein shall be contingent upon FERC approval and the issuance of a Second License to the District for the operation of the Wells Hydroelectric Project. The City shall support the District's application for a new 50-year license, refrain from seeking additional measures associated with the relicensing of the Wells Project, and ensure that all documents filed with FERC or any other agency or forum are consistent with this Agreement. Nothing in this agreement shall prohibit the City from advocating for new or additional measures during the term of the Second License. This Agreement shall be effective throughout the term of a Second License and the City shall not remove any of the park facilities or shutdown the park during that period. In the event the FERC does not approve or issue such a license, this entire Agreement shall be null and void and the District shall be excused from performance hereunder.

4. Operation, Maintenance and Administration. The District shall compensate the City for all reasonable administration, operation, and maintenance to the recreational facilities within the property described in Exhibits B and C, including, but not limited to, parking, lawns, restrooms, lights, water, power, sewer/septic, playground equipment, shelters and playfields for the term of the District's Second License. In addition, the City shall maintain the Waterfront Trail located within the property described in Exhibits D and E.

The District shall be responsible for major maintenance items through the Recreation Management Plan update process. The Plan will be updated every six years based on documented changes in visitor use and needs (including facility upgrades) and/or new regulations relevant to recreation at the Wells Project. The District shall also be responsible for any unanticipated major maintenance of the facilities referenced above in excess of \$10,000 and for capital improvements related to those same facilities. This cap shall be adjusted according to the following schedule and will not be deducted from the annual O&M compensation described in Section 7:

<u>Year</u>	<u>Capital Improvement Cap</u>	<u>Year</u>	<u>Capital Improvement Cap</u>
2012	\$10,000	2042	\$19,000
2022	\$13,000	2052	\$22,000
2032	\$16,000		

The District shall be responsible for all maintenance, repair and improvements of the Wells Hydroelectric Project assets such as docks, piers, boat launch ramps, and riprap and bank protection. The City agrees that it will administer, operate and maintain all the recreational facilities described above to the standards contained in Exhibit A, and in a manner that is consistent with the Second License. The District shall inspect these recreation facilities quarterly to ensure that maintenance standards are being met.

5. Performance. In the event the District determines that the City is not performing to the aforementioned standards, the District shall have the option to demand that the City cure any alleged deficiencies in performance. To invoke this option, the District shall provide the City a written demand detailing the alleged performance deficiencies. The City shall have thirty (30) days from receipt to cure any deficiencies. Should the District be dissatisfied with any attempted cure, it shall have the right to

terminate this Agreement and arrange an alternative means to administer, operate and maintain the recreational facilities described above. The District shall provide the City a 90-day notice prior to termination of this Agreement. In this event, the parties acknowledge that the easements attached as Exhibits G and H shall both remain in effect to allow the District and City the ability to administer, operate and maintain their respective recreational facilities.

6. Administration. The City shall, without expense to the District, retain sole responsibility for administration of recreation facilities located on City property including, but not limited to, hours of operation, scheduling of reservations and special events, and rules and regulations. Administration of the recreation facilities shall be consistent with the City's municipal code, as the same exists now or may hereafter be amended, and with the maintenance standards defined in Exhibit A.

7. Compensation.

7.1 The City will provide the District with a proposed annual budget, not exceeding \$60,000 (2010 dollars), and will provide a scope of work of how the proposed budget addresses the standards contained in Exhibit A by March 1st of each year. The City and the District shall meet annually to discuss the proposed budget and scope of work. The budget cap shall be adjusted for inflation on the 1st day of January of each year based upon the Consumer Price Index for all Urban Consumers, U.S. City Averages, All Items, Not Seasonally Adjusted. The price index is published by the U.S. Department of Labor, Bureau of Labor Statistics. If said index is discontinued or becomes unavailable, a comparable index, mutually agreed upon by both Parties, will be substituted.

7.2 At its option, the District shall either make a single, annual lump-sum payment equal to the mutually agreed upon budget less any carryover from the previous year or monthly payments to the City equal to one-twelfth of the same amount.

7.3 The City shall maintain a clear and accurate record of actual expenses related to operation and maintenance of facilities managed under this Agreement. A report of monthly and year to date expenses shall be provided to the District on a quarterly basis.

7.4 Any excess of payments made by the District above the actual expenses of maintaining Brewster-Columbia Cove Park and Waterfront Trail shall be carryover and shall be applied against the following year budget as described in 7.2.

7.5 Upon request the City shall provide any documentation in support of reported actual expenses related to operation of Brewster-Columbia Cove Park and Waterfront Trail.

7.6 Upon mutual written consent of both parties, funds in excess to the needs of the actual O&M activities in the parks may be accrued and used toward the purchase of specific and agreed upon capital assets required for the maintenance of the recreation facilities, including but not limited to, landscaping equipment, mowers, irrigation upgrades, etc.

8. Legal Responsibility. Any additional recreational facilities constructed by the District pursuant to this Agreement shall be the property of and under the exclusive ownership of the entity that owns the underlying real property as denoted in Exhibits B through E. The City shall continue to bear the sole risk of loss of or damage to any additional facilities which are located on the property described in Exhibit B and D. The

District shall have no responsibility or legal liability whatsoever arising out of the City's administration, operation or maintenance of any recreational facilities on the property described in Exhibits B through E.

9. Liability Insurance. The City shall at the City's expense maintain commercial general liability insurance on the park in an amount not less than Three Million Dollars (\$3,000,000.00). This level of liability insurance shall be adjusted over time according to the following schedule:

<u>Year</u>	<u>Liability Coverage</u>	<u>Year</u>	<u>Liability Coverage</u>
2022	\$4 million	2042	\$6 million
2032	\$5 million	2052	\$7 million

The District shall be an additional insured on such policy. The City shall deliver a copy of any such insurance certificate to the District annually or upon renewal. The District's requirements for insurance limits do not establish a dollar limit on the liability of the City if it is the financially responsible party for an incident, accident or injury.

10. Indemnity. The City hereby releases and agrees to hold harmless, indemnify and defend the District and its officers, agents, employees and contractors from, against and for any and all liabilities, obligations, suits, claims, demands, actions, costs and expenses of any kind which may be imposed upon or asserted against the District by reason of any accident, injury or damage to any person and/or property arising from the administration, operation, maintenance or use of the recreational facilities, except to the extent such accident, injury or damage arises from the negligence of the District or its officers, agents, employees or contractors. The City shall name the District as an additional insured on any commercial general liability policy covering the administration, operation, maintenance or use of the recreational facilities, provided that

naming the District as an additional insured does not significantly increase the cost of that insurance. In the event that it does significantly increase the cost of that insurance the City agrees (1) to provide the District at least thirty (30) days notice before the District is no longer an additional insured under that policy and (2) allow the District to bear the cost of it being an additional insured. This indemnity agreement was mutually negotiated by the parties to this Agreement.

11. Future Development. Any future additional development and landscaping performed by the City on the property described in Exhibits B through E shall be in accordance with first-class construction and landscaping practices and shall be compatible with all existing facilities and landscaping. New facilities shall be permitted on City-owned properties described in Exhibits B and D, provided the facilities meet the above construction standards, are for the purpose of enhancing public recreation, and have been approved by the City.

12. Water Rights. The District shall pursue the acquisition of adequate water rights, and explore the potential for using recycled City water, to provide irrigation for recreation facility properties described herein. If water rights for the recreation facilities cannot be acquired by May 31, 2017, then the parties shall meet to determine the final solution to the existing use of the city's water to irrigate the District's recreation facilities.

13. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligations or liability upon any party. Further, no party shall have any right,

power or authority to enter into any contract or commitment for or on behalf of, to act as or be an agent or representative of, or otherwise to bind any other party.

14. Notices. All notices to be given pursuant to this Agreement shall be addressed to the Mayor of the City of Brewster, Washington, City Hall, 105 South 3rd Street, Brewster, Washington 98812; and to the General Manager, Douglas County Public Utility District No. 1 of Douglas County, Washington, 1151 Valley Mall Parkway, East Wenatchee, Washington, 98802, or as may from time to time be directed by written notice from the other party. Notice shall be in writing and deemed to have been given when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited, postage prepaid, in a post office or branch post office of the United States Government or served in person.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither the City's rights nor duties under the terms of this Agreement shall be delegable or assignable without prior written approval of the District. No delegation of the City's rights shall relieve the City of its obligations under this Agreement.

16. Law-Venue. The parties hereto agree that this Agreement shall be governed by the laws of the State of Washington, and that in the event legal action becomes necessary to enforce any provisions hereof, venue shall be in Chelan County, Washington. The parties consider Chelan County to be a neutral venue.

17. Attorney Fees and Costs. In the event any party employs legal counsel to enforce any covenant of this Agreement, or to pursue any other remedy on default as provided herein, or by law, the substantially prevailing party shall be entitled to recover

all reasonable attorneys' fees and all other costs and expenses not limited to court action. Such sum shall be included in any judgment or decree entered.

18. Compliance. The parties, in fulfilling their obligations hereunder, shall conform to and comply with all laws, rules, regulations, conditions or restrictions promulgated by the FERC or any other governmental agency or other governmental entity having jurisdiction over the Wells Project.

19. Non-Waiver. The failure of any party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions or rights in any other instance.

20. Implementation. Each party shall, upon written request of the other party, take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may be reasonably required for the implementation or continuing performance of this Agreement.


21. Invalid Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. Survival. The obligations of the City which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement shall survive the completion, termination or cancellation of this agreement so long as the District is the licensee of the Wells Project.

IN WITNESS WHEREOF, the said parties have hereunto set their hands on this _

10th day of May, 2010.

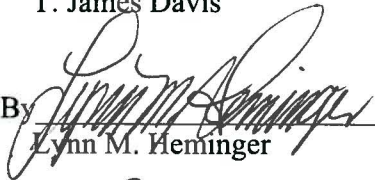
CITY OF BREWSTER, WASHINGTON
A Municipal Corporation

By 

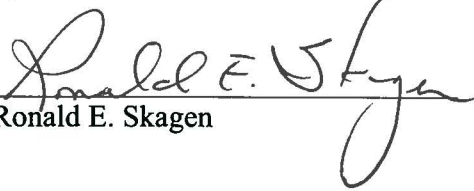
Lee Webster, Mayor

PUBLIC UTILITY DISTRICT NO. 1 OF
DOUGLAS COUNTY, WASHINGTON
A Municipal Corporation

By _____
T. James Davis

By 

Lynn M. Heminger

By 

Ronald E. Skagen

STATE OF WASHINGTON)
) ss.
COUNTY OF OKANOGAN)

I certify that I know or have satisfactory evidence that Lee Webster, is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MAYOR of City of Brewster to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 5th day of MAY, 2010.



Judith L. Lewis
Typed/Printed Name SARAH O. MIRANDA
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 07/09/2011

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that T. James Davis, is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of Public Utility District No. 1 of Douglas County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2010.

Typed/Printed Name _____
NOTARY PUBLIC
In and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF DOUGLAS)

I certify that I know or have satisfactory evidence that Lynn M. Heminger, is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of Public Utility District No. 1 of Douglas County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 10th day of MAY, 2010.



Gary R. Ivory
Typed/Printed Name Gary R. Ivory
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 11-19-13

STATE OF WASHINGTON)
) ss.
COUNTY OF DOUGLAS)

I certify that I know or have satisfactory evidence that Ronald E. Skagen, is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of Public Utility District No. 1 of Douglas County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 10th day of MAY, 2010.



Gary R. Ivory
Typed/Printed Name Gary R. Ivory
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 11-19-13

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Exhibit A

Exhibit A

Operation and Maintenance Standards

Maintenance Activity	Frequency
<p>Buildings/restrooms/shelters: Structures will be sanitary and maintained in good repair. If a structure is deemed in need of repair, it will be closed until repairs are completed.</p>	<p>During the high-use season (April – October), all facilities will be inspected at regular intervals (several times per week, as necessary). During the low-use season, facilities such as those located in the cities will be inspected less frequently but at regular intervals, and dispersed facilities will be inspected periodically.</p> <p>The interior and exterior of all structures will be painted as needed; this is expected to be about every three years.</p> <p>Buildings will receive structural inspection at least once in 10 years, unless a safety issue is reported and confirmed sooner.</p>
<p>Boat Ramps: Surfaces are to be kept in good and serviceable condition, and free of debris.</p>	<p>Boat ramps will be inspected at regular intervals during the high-use season of April through November.</p>
<p>Boat Docks and swimming platforms: Dock and platform surfaces, hardware, bumper strips, and other components will be maintained to provide safe and effective use.</p>	<p>Docks will be inspected for wear, obstacles, and damage/vandalism at regular intervals. Maintenance and repairs will be performed on an as-needed basis.</p>
<p>Picnic sites/camp sites: Inspect for cleanliness, damage, and vandalism. Tables will be sturdy and ready for use. Grills and fire pits will be in good working condition.</p>	<p>Picnic sites/camp sites will be inspected frequently (daily or weekly) during April through September, weekly or as needed in October and November and intermittently during the remainder of the year.</p>
<p>Trash/litter collection: The park areas will be kept clean. Trash containers will be emptied regularly.</p>	<p>Trash containers will be emptied at least once per week at city facilities and at least once every two weeks at dispersed facilities. Trash containers will also be emptied following holiday weekends during April through November.</p>
<p>Trails: Trail surfaces will be maintained in good condition and barriers will be removed to allow use of the trail. Trees and shrubs along the trails will be trimmed or removed seasonally and weeds will be controlled as needed.</p>	<p>Trails will be inspected weekly during the April through November season and intermittently the remainder of the year.</p>
<p>Park grounds/turf: Grass areas and gardens will be kept up through use of irrigation, fertilization, weed removal, and pesticide application where necessary. Grass will be mowed based on need. Signs will be installed during and after application of pesticides. Trees will be trimmed as needed.</p>	<p>Grass in parks will be mowed regularly. Roadsides and other natural areas at park facilities will be mowed as needed.</p>
<p>Snow removal: Snow will be removed from roads, parking areas, and the boat launch.</p>	<p>Snow will be removed within one day or as soon as feasible following a snow event.</p>

Exhibit B



210 N Bridge Street
P.O. Box 739
Brewster, WA 98812

Phone: 509.689.2529
Fax: 509.689.2520

www.erlandsen.com

Brewster-Columbia Cove Park

City of Brewster Ownership

Note: The following description has been prepared for use in a Park Agreement between the City of Brewster and Public Utility District No.1 of Douglas County and should only be used for that purpose. This description is based on documentation acquired from Public Utility District No.1 of Douglas County without benefit of a Chain of Title and/or Title Report. Should this description be used for any other purpose, a Chain of Title and Title Report should be obtained to confirm ownership.

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain ground distances and areas multiply by a factor of 1.00009334.

A portion of Park Addition to Brewster, as shown on a map on file in Book 'F' of Plats, at page 4 thereof, records of the Auditor of Okanogan County, Washington, TOGETHER WITH those portions of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 14, and Government Lots 2 and 3 of Section 23, all located in Township 30 North, Range 24 East of the Willamette Meridian, and more particularly described as follows:

COMMENCING at a 3 ¼" aluminum cap in a monument case stamped "WELLS PROJECT BOUNDARY, ERLANDSEN, L.S. 23599, T30N, R24E, WP, S-14, S-23, 2009" on the common line between said Sections 14 and 23 which bears South 88°41'18" West along said common line, a distance of 937.51 feet from a 2" bronze cap stamped "ERLANDSEN & ASSOC." located at the East 1/16th corner of said Sections 14 and 23;

Thence South 01° 13' 44" East, a distance of 161.86 feet to a 2 ½" aluminum cap stamped "DOUGLAS PUD, WELLS PROJECT BOUNDARY, LS 23599" and the POINT OF BEGINNING;

Thence retracing the previous course, North 01° 13' 44" West, a distance of 161.86 feet to the said 3 ¼" aluminum cap on the common line between said Sections 14 and 23;

Thence North 01° 13' 44" West, a distance of 3.20 feet;



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Thence North 77° 33' 35" East, a distance of 31.39 feet;

Thence North 13° 08' 18" West, a distance of 106.85 feet;

Thence North 04° 31' 23" East, a distance of 15.62 feet;

Thence North 14° 59' 00" West, a distance of 141.13 feet to a curve to the left;

Thence Northwesterly along said curve to the left, having a radius of 160.00 feet, through a central angle of 38° 47' 39", an arc length of 108.33 feet;

Thence North 53° 46' 39" West, a distance of 159.62 feet;

Thence North 51° 04' 01" West, a distance of 170.26 feet;

Thence, North 37° 11' 21" West, a distance of 64.63 feet to a 3" brass cap in concrete stamped "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO" on the North-South centerline of said Section 14 and the most Northerly corner of a parcel of land described in a Correction Deed in favor of the Town of Brewster, recorded April 1, 1988 as Auditor's File No. 747958, records of the Auditor of Okanogan County Washington, the above mentioned parcel of land is shown on a Record of Survey, recorded Nov. 19, 1986 in Book 'G' of Surveys, at page 111 thereof, records of the Auditor of Okanogan County Washington;

The following nine (9) courses being along the Northerly, Westerly, Southerly and Easterly lines of the land described in said Correction Deed;

Thence South 04° 20' 11" West, a distance of 11.15 feet;

Thence South 56° 30' 31" West, a distance of 242.35 feet;

Thence South 49° 37' 18" West, a distance of 127.69 feet;

Thence South 69° 41' 02" West, a distance of 134.97 feet;

Thence South 88° 38' 19" West, a distance of 176.13 feet;

Thence South 02° 49' 09" West, a distance of 159.23 feet;

Thence South 71° 53' 49" East, a distance of 652.77 feet, to a point on the East line of said Government Lot 2;



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Brewster, WA 98812

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Fax: 509.689.2520

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Thence North 00° 07' 50" West along said East line, a distance of 25.37 feet to the quarter corner common to Sections 14 and 23;

Thence North 00° 54' 04" West along the East line of the Southwest quarter of said Section 14, a distance of 516.94 feet to the Project Boundary of the Wells Hydroelectric Project as shown on the Revised Exhibit 'K' Drawings, dated April 1, 1981 on file with Public Utility District No.1, Douglas County, Washington;

Thence, along said Project Boundary the following six (6) courses and distances;

Thence North 55° 50' 48" East, a distance of 11.83 feet;

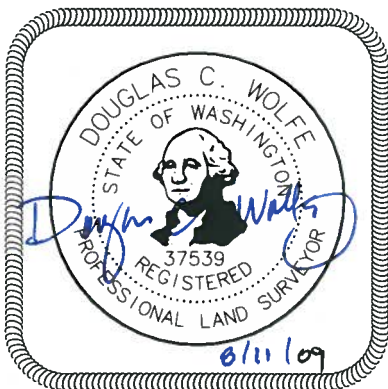
Thence South 45° 46' 51" East, a distance of 268.26 feet;

Thence South 28° 47' 08" West, a distance of 240.99 feet;

Thence South 04° 58' 52" East, a distance of 123.67 feet to a point on said common line between Sections 14 and 23 that bears South 88°41'18" West, a distance of 291.04 feet from a 3 ¼" aluminum cap in a monument case stamped "WELLS PROJECT BOUNDARY, ERLANDSEN, L.S. 23599, T30N, R24E, WP, S-14, S-23, 2009";

Thence continuing South 04° 58' 52" East, a distance of 58.01 feet;

Thence South 71° 24' 20" East, a distance of 305.34 feet to the POINT OF BEGINNING;



Prepared by: DKG
Checked by: DCW
Date: 8/11/2009

BREWSTER-COLUMBIA COVE PARK CITY OF BREWSTER OWNERSHIP

PORTIONS OF SECTIONS 14 AND 23, TOWNSHIP 30 NORTH, RANGE 24 EAST, W.M.
CITY OF BREWSTER, OKANOGAN COUNTY, WASHINGTON

LEGEND

--- WATER LINE

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	160.00'	108.33'	38°47'39"

THE DISTANCES SHOWN ON THIS MAP HAVE BEEN PROJECTED TO THE WASHINGTON STATE PLANE COORDINATE GRID. MULTIPLY THE DISTANCES SHOWN BY A FACTOR OF 1.00009334 TO OBTAIN THE ACTUAL GROUND DISTANCE.

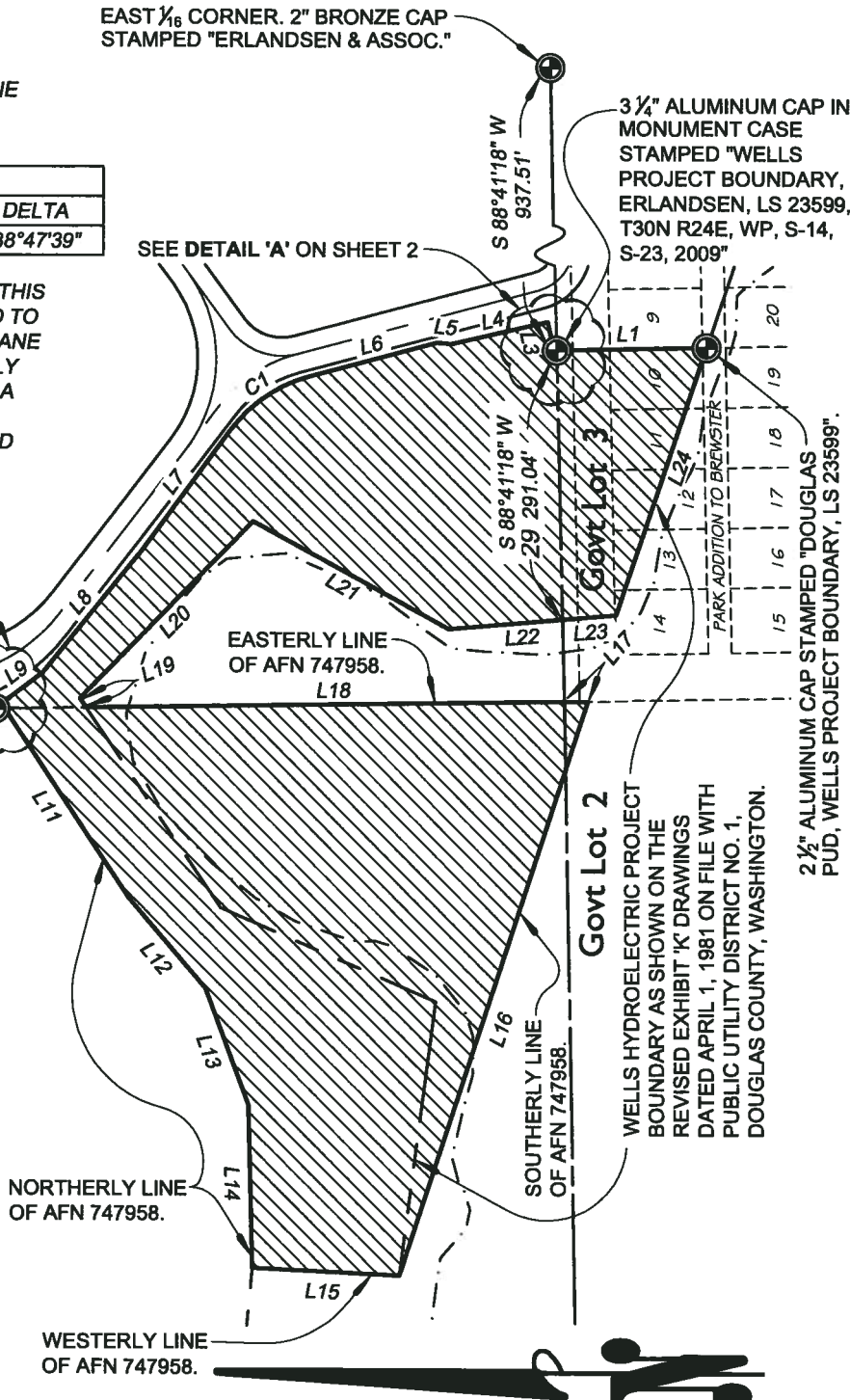
SEE DETAIL 'B' ON SHEET 2
3" BRASS CAP IN CONCRETE STAMPED "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO."

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 01°13'44" W	161.86'
L2	N 01°13'44" W	3.20'
L3	N 77°33'35" E	31.39'
L4	N 13°08'18" W	106.85'
L5	N 04°31'23" E	15.62'
L6	N 14°59'00" W	141.13'
L7	N 53°46'39" W	159.62'
L8	N 51°04'01" W	170.26'
L9	N 37°11'21" W	64.63'
L10	S 04°20'11" W	11.15'
L11	S 56°30'31" W	242.35'
L12	S 49°37'18" W	127.69'
L13	S 69°41'02" W	134.97'
L14	S 88°38'19" W	176.13'
L15	S 02°49'09" W	159.23'
L16	S 71°53'49" E	652.77'
L17	N 00°07'50" W	25.37'
L18	N 00°54'04" W	516.94'
L19	N 55°50'48" E	11.83'
L20	S 45°46'51" E	268.26'
L21	S 28°47'08" W	240.99'
L22	S 04°58'52" E	123.67'
L23	S 04°58'52" E	58.01'
L24	S 71°24'20" E	305.34'

EAST 1/16 CORNER. 2" BRONZE CAP STAMPED "ERLANDSEN & ASSOC."

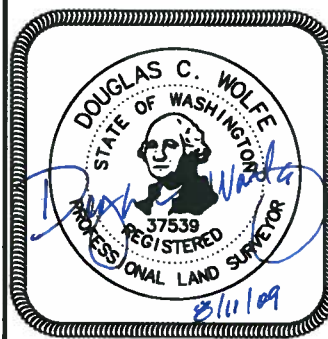
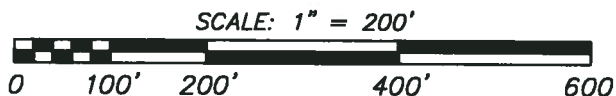
3 1/4" ALUMINUM CAP IN MONUMENT CASE STAMPED "WELLS PROJECT BOUNDARY, ERLANDSEN, LS 23599, T30N R24E, WP, S-14, S-23, 2009"

SEE DETAIL 'A' ON SHEET 2



2 1/2" ALUMINUM CAP STAMPED "DOUGLAS PUD, WELLS PROJECT BOUNDARY, LS 23599"

Govt Lot 2
WELLS HYDROELECTRIC PROJECT BOUNDARY AS SHOWN ON THE REVISED EXHIBIT 'K' DRAWINGS DATED APRIL 1, 1981 ON FILE WITH PUBLIC UTILITY DISTRICT NO. 1, DOUGLAS COUNTY, WASHINGTON.



SURVEYING | PLANNING | ENGINEERING | GIS

SHEET 1 OF 2

<http://www.erlandsen.com>

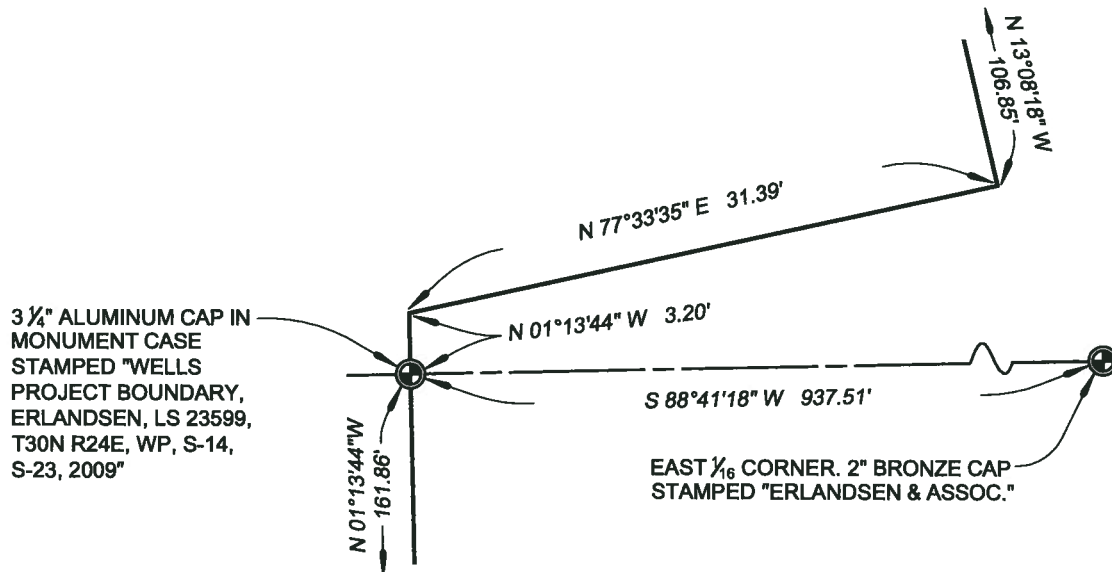
BREWSTER (509) 689-2529
CHELAN (509) 682-4189
E. WENATCHEE (509) 884-2562
EPHRATA (509) 754-3326
OMAK (509) 422-1781

DRAWN BY: DCW LAYOUT: TR-64-ACQ
DATE: 8/11/2009 FILE NO: Section 14.dwg
SCALE: 1"=200' JOB NO: 95650.0

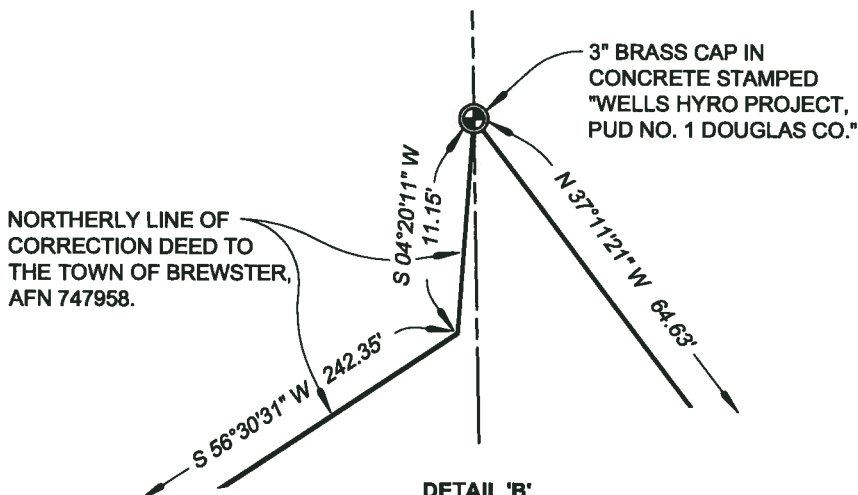
TOLL FREE (800) 732-7442

BREWSTER-COLUMBIA COVE PARK CITY OF BREWSTER OWNERSHIP

PORTIONS OF SECTIONS 14 AND 23, TOWNSHIP 30 NORTH, RANGE 24 EAST, W.M.
CITY OF BREWSTER, OKANOGAN COUNTY, WASHINGTON

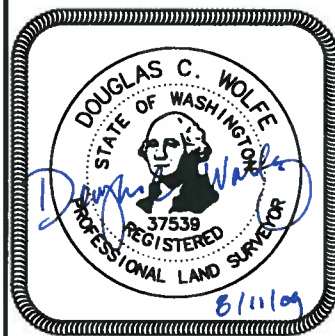



DETAIL 'A'
NOT TO SCALE



DETAIL 'B'
NOT TO SCALE

THE DISTANCES SHOWN ON THIS MAP HAVE BEEN PROJECTED TO THE WASHINGTON STATE PLANE COORDINATE GRID. MULTIPLY THE DISTANCES SHOWN BY A FACTOR OF 1.00009334 TO OBTAIN THE ACTUAL GROUND DISTANCE.





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OMAK	(509) 422-1781

TOLL FREE (800) 732-7442

DRAWN BY: DCW

DATE: 8/11/2009

SCALE: NONE

LAYOUT: TR-64-ACQ

FILE NO: Section 14.dwg

JOB NO: 95650.0

Exhibit C



210 N Bridge Street
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Brewster, WA 98812

Phone: 509.689.2529
Fax: 509.689.2520

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Brewster-Columbia Cove Park

Public Utility District No. 1 of Douglas County Ownership

Note: The following description has been prepared for use in a Park Agreement between the City of Brewster and Public Utility District No.1 of Douglas County and should only be used for that purpose. This description is based on documentation acquired from Public Utility District No.1 of Douglas County without benefit of a Chain of Title and/or Title Report. Should this description be used for any other purpose, a Chain of Title and Title Report should be obtained to confirm ownership.

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain ground distances and areas multiply by a factor of 1.00009334.

A portion of Park Addition to Brewster, as shown on a map on file in Book 'F' of Plats, at page 4 thereof, records of the Auditor of Okanogan County, Washington, TOGETHER WITH those portions of the Southwest Quarter of the Southeast Quarter of Section 14, and Government Lot 3 of Section 23, all located in Township 30 North, Range 24 East of the Willamette Meridian, and being more particularly described as follows:

COMMENCING at a 3 ¼" aluminum cap in a monument case stamped "WELLS PROJECT BOUNDARY, ERLANDSEN, L.S. 23599, T30N, R24E, WP, S-14, S-23, 2009" on the common line between said Sections 14 and 23 which bears South 88°41'18" West along said common line, a distance of 937.51 feet from a 2" bronze cap stamped "ERLANDSEN & ASSOC." located at the East 1/16th corner of said Sections 14 and 23;

Thence South 88°41'18" West, along said common line, a distance of 291.04 feet to the Project Boundary of the Wells Hydroelectric Project as shown on the Revised Exhibit 'K' Drawings, dated April 1, 1981 on file with Public Utility District No.1, Douglas County, Washington and the POINT OF BEGINNING;

Thence South 04° 58' 52" East along said Project Boundary, a distance of 58.01 feet;

Thence leaving said Project Boundary, North 72° 00' 24" West, a distance of 98.40 feet to a point on the East line of Government Lot 2 of said Section 23 being the most



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Southerly corner of a parcel of land described in a Correction Deed in favor of the Town of Brewster, recorded April 1, 1988 as Auditor's File No. 747958, records of the Auditor of Okanogan County Washington, the above mentioned parcel of land is shown on a Record of Survey, recorded Nov. 19, 1986 in Book 'G' of Surveys, at page 111 thereof, records of the Auditor of Okanogan County Washington;

The following two (2) courses being along the Easterly line of the parcel of land described in said Correction Deed;

Thence North 00° 07' 50" West along the East line of said Government Lot 2, a distance of 25.37 feet to the quarter corner common to said Sections 14 and 23;

Thence North 00° 54' 04" West along the East line of the Southwest quarter of said Section 14, a distance of 516.94 feet to said Project Boundary of the Wells Hydroelectric Project;

The following four (4) courses being along said Project Boundary:

Thence, North 55° 50' 04" East, a distance of 11.83 feet;

Thence South 45° 46' 51" East, a distance of 268.26 feet;

Thence South 28° 47' 08" West, a distance of 240.99 feet;

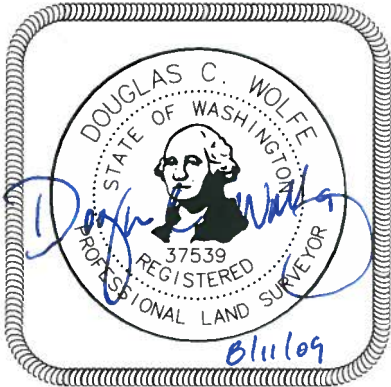
Thence South 04° 58' 52" East, a distance of 123.66 feet to the POINT OF BEGINNING;



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Prepared by: DKG
Checked by: DCW
Date: 8/11/2009

BREWSTER-COLUMBIA COVE PARK PUD NO. 1 OF DOUGLAS CO. - OWNERSHIP

PORTIONS OF SECTIONS 14 AND 23, TOWNSHIP 30 NORTH, RANGE 24 EAST, W.M.
CITY OF BREWSTER, OKANOGAN COUNTY, WASHINGTON

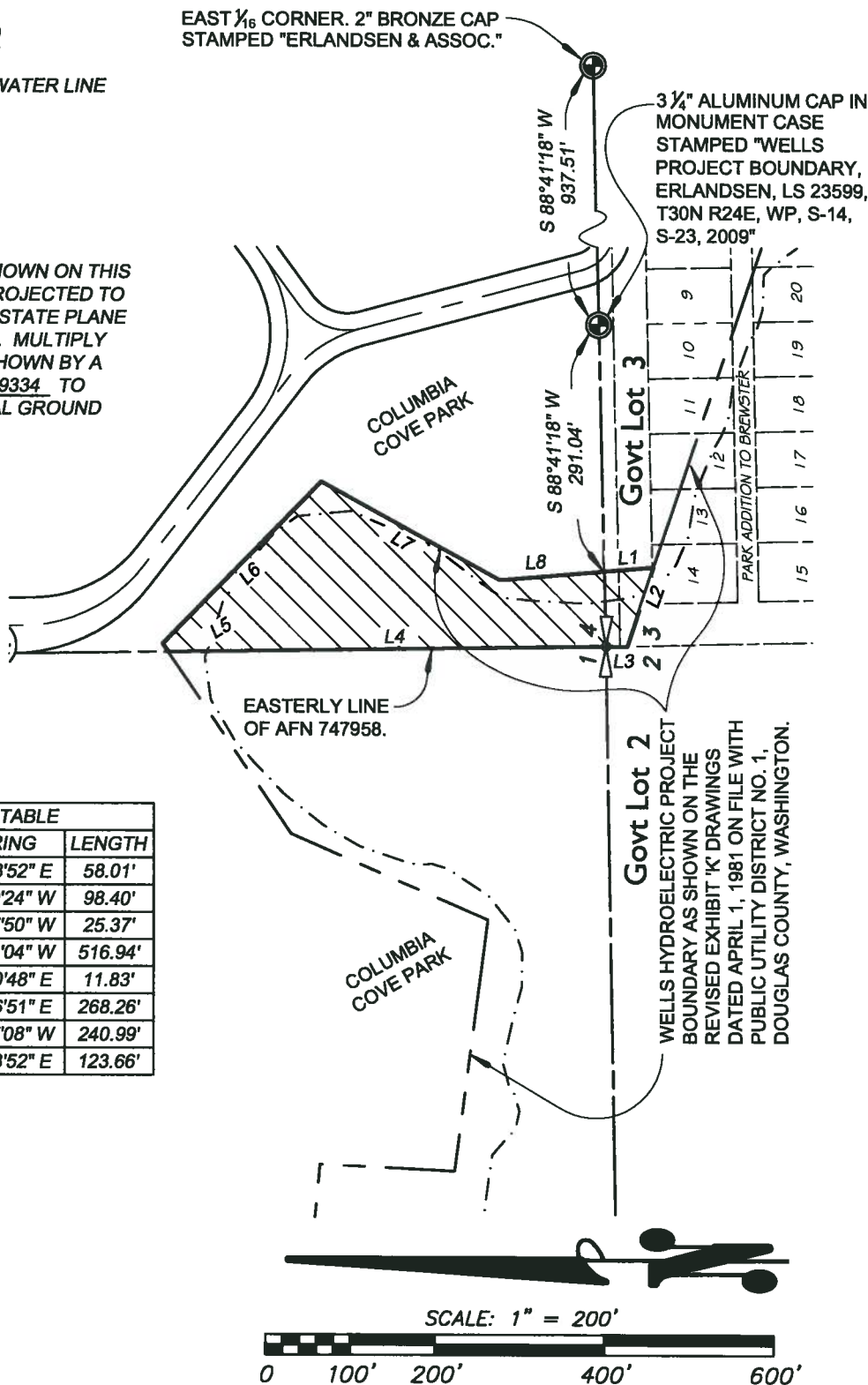
LEGEND

--- WATER LINE

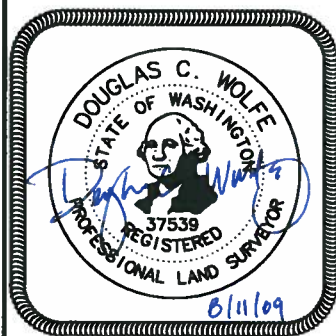
THE DISTANCES SHOWN ON THIS MAP HAVE BEEN PROJECTED TO THE WASHINGTON STATE PLANE COORDINATE GRID. MULTIPLY THE DISTANCES SHOWN BY A FACTOR OF 1.00009334 TO OBTAIN THE ACTUAL GROUND DISTANCE.


EAST 1/16 CORNER. 2" BRONZE CAP STAMPED "ERLANDSEN & ASSOC."

3 1/4" ALUMINUM CAP IN MONUMENT CASE STAMPED "WELLS PROJECT BOUNDARY, ERLANDSEN, LS 23599, T30N R24E, WP, S-14, S-23, 2009"



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 04°58'52" E	58.01'
L2	N 72°00'24" W	98.40'
L3	N 00°07'50" W	25.37'
L4	N 00°54'04" W	516.94'
L5	N 55°50'48" E	11.83'
L6	S 45°46'51" E	268.26'
L7	S 28°47'08" W	240.99'
L8	S 04°58'52" E	123.66'





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EPHRATA	(509) 754-3326
OMAK	(509) 422-1781
TOLL FREE	(800) 732-7442

DRAWN BY: DKG/DCW LAYOUT: PUD-PARK

DATE: 8/11/2009 FILE NO: Section 14.dwg

SCALE: 1"=200' JOB NO: 95650.0

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Exhibit D



250 Simon Street SE
East Wenatchee, WA 98802

Phone: 509.884.2562
Fax: 509.884.2814

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Brewster Waterfront Trail Boundary Description

City of Brewster Ownership

Note: The following description has been prepared for use in a Park Agreement between the City of Brewster and Public Utility District No.1 of Douglas County and should only be used for that purpose. This description is based on documentation acquired from Public Utility District No.1 of Douglas County without benefit of a Chain of Title and/or Title Report. Should this description be used for any other purpose, a Chain of Title and Title Report should be obtained to confirm ownership.

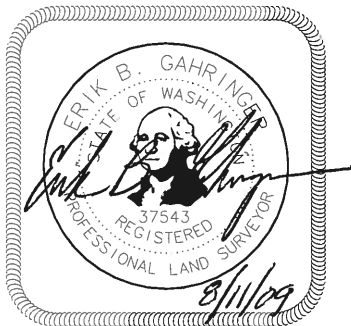
A parcel of land located within a portion of the southeast quarter of Section 14, all in Township 30 North, Range 24 East of the Willamette Meridian, City of Brewster, Okanogan County, Washington, said parcel being described as follows:

That portion of Lot 19 of Braker Addition to Brewster, as shown on a map on file in Book 'F' of Plats, at page 28, records of the Auditor of Okanogan County, Washington, lying in a westerly direction and above the Project Boundary of the Wells Hydroelectric Project as shown on the Revised Exhibit 'K' Drawings, dated April 1, 1981 on file with Public Utility District No.1 of Douglas County.

Prepared By: Danny K. Gildehaus, PLS

Checked By: Erik B. Gahringer, PLS

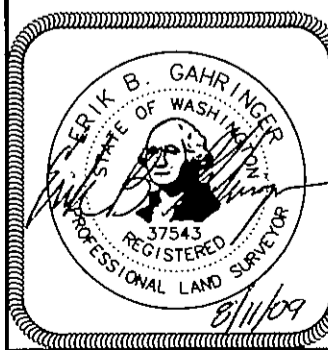
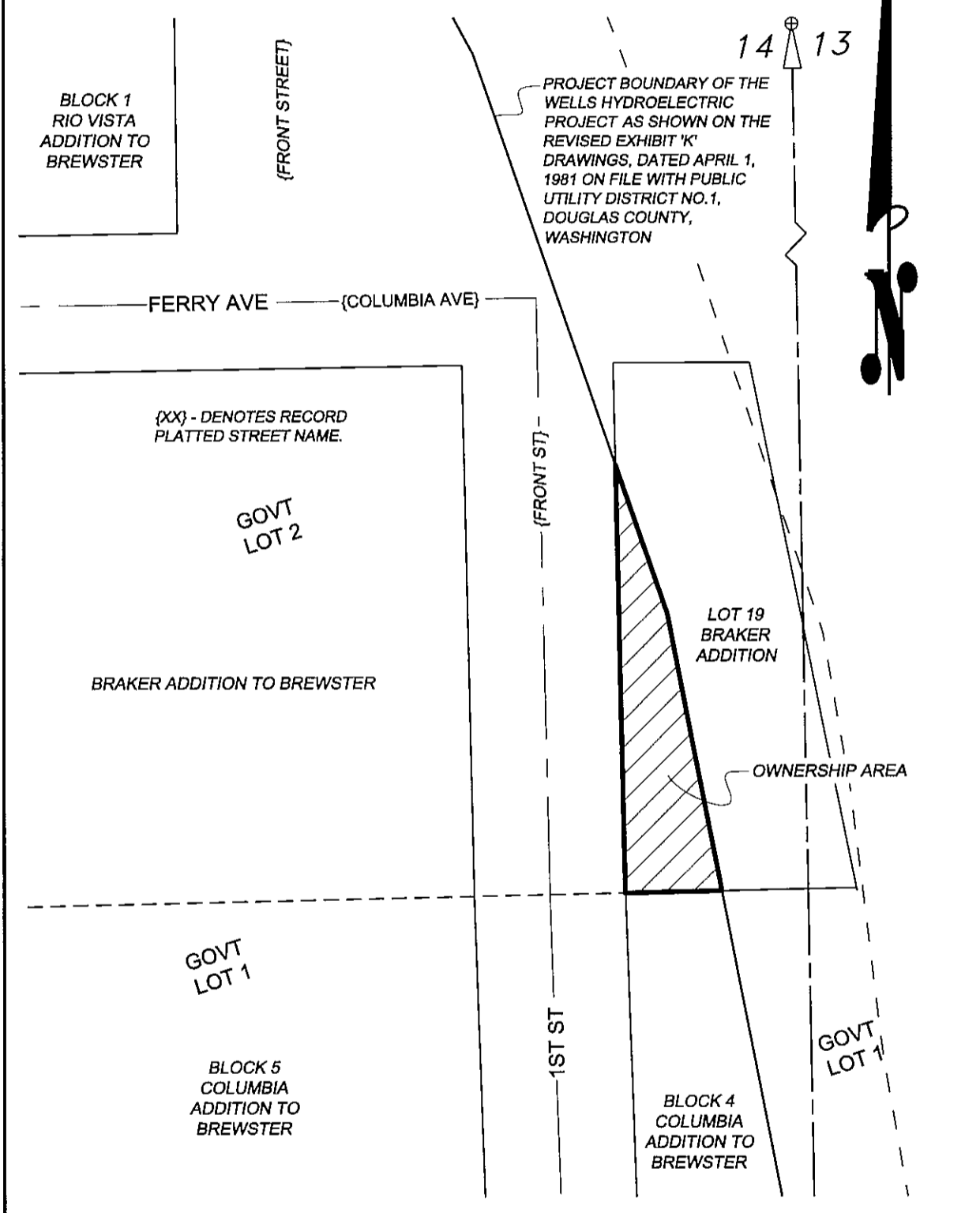
Date: August 11, 2009




BREWSTER-WATERFRONT TRAIL CITY OF BREWSTER OWNERSHIP

A PORTION OF GOVERNMENT LOT 2, SECTION 14,
TOWNSHIP 30 NORTH, RANGE 24 EAST, W.M.
CITY OF BREWSTER, OKANOGAN COUNTY, WASHINGTON

SCALE: 1" = 50'





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TOLL FREE	(800) 732-7442

DRAWN BY: DKG	LAYOUT: REC-TRAIL-CITY
DATE: 8/11/2009	FILE NO: Section 14.dwg
SCALE: 1"=200'	JOB NO: 95650.0

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Exhibit E



250 Simon Street SE
East Wenatchee, WA 98802

Phone: 509.884.2562
Fax: 509.884.2814

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Brewster Waterfront Trail Boundary Description

Public Utility District No. 1 of Douglas County Ownership

Note: The following description has been prepared for use in a Park Agreement between the City of Brewster and Public Utility District No.1 of Douglas County and should only be used for that purpose. This description is based on documentation acquired from Public Utility District No.1 of Douglas County without benefit of a Chain of Title and/or Title Report. Should this description be used for any other purpose, a Chain of Title and Title Report should be obtained to confirm ownership.

A parcel of land located within a portion of the southwest quarter of Section 13, and the northeast quarter and the southeast quarter of Section 14, all in Township 30 North, Range 24 East of the Willamette Meridian, City of Brewster, Okanogan County, Washington, said parcel being all, or a portion, of platted Lots, Blocks, and Streets, described as follows:

All of Lot 13 of Block 4 of Columbia Addition to Brewster, as shown on a map on file in Book 'E' of Plats, at page 50 thereof, records of the Okanogan County Auditor;

AND those parcels being a portion of platted Lots, Blocks, and Streets lying in an easterly direction and below the Project Boundary of the Wells Hydroelectric Project as shown on the Revised Exhibit 'K' Drawings, dated April 1, 1981 on file with Public Utility District No.1 of Douglas County, said parcels being more particularly described as follows:

That portion of the platted right of way of Front Street, now known as 1st Street and that portion of Lot 19 of Braker Addition to Brewster, as shown on a map on file in Book 'F' of Plats, at page 28, records of said county; that portion of the platted right of way of Front Street as depicted on the Rio Vista Addition to Brewster, as shown on a map on file in Book 'F' of Plats, at page 19, records of said County; that portion of Block 13 and the platted right of way of River Street, Columbia Avenue, now know as Ferry Avenue, Esther Avenue, now know as Griggs Avenue, Jay Avenue, now known as Hanson Avenue, all as depicted on the First Addition to Bruster (Town of Brewster), as shown on a map on file in Book 'A' of Plats, at page 36, records of said County; that portion of Block 1 and the platted right of way of River Street, Ansel Avenue, now know as Indian Avenue, Bruce Avenue, now known as Main Avenue, and Cliff Avenue, now known as Jay Avenue, all as depicted on the plat for the Town of Bruster (Town of Brewster), as shown on a map on file in Book 'A' of Plats, at page 25, records of said County;

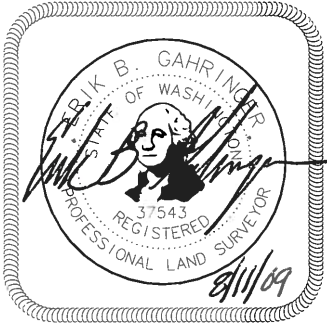
The foregoing described parcel being bound on the North by the northern right of way line of Cliff Avenue, now known as Jay Avenue, extended easterly; bound on the South by the South line of Lot 13, said Braker Addition; bound on the West by said Project Boundary and the West line of said Lot 13, and bound on the East by the Ordinary High Water Mark of the Columbia River.

page 1 of 2.

Brewster Waterfront Trail (Park) Boundary Description
page 2 of 2.

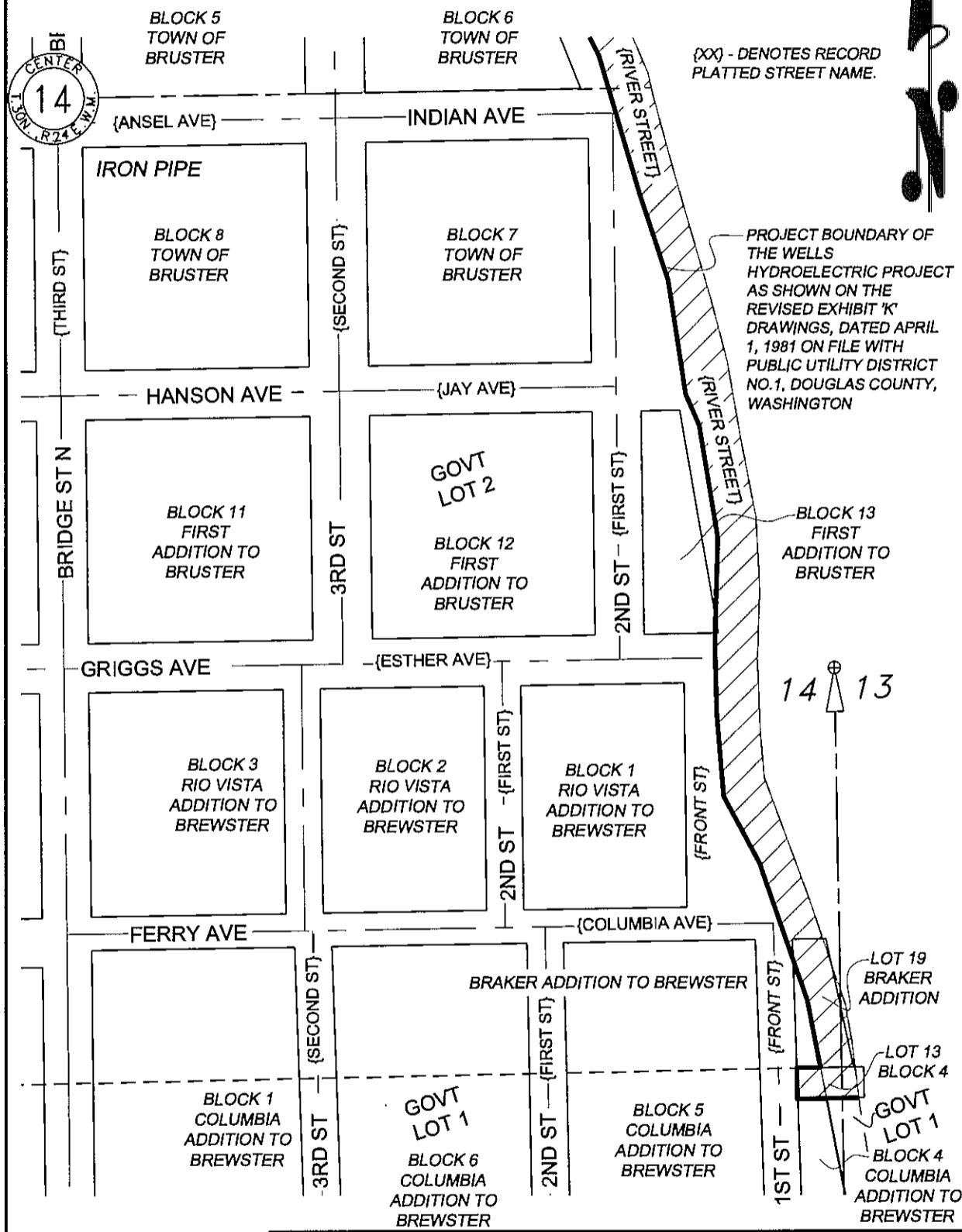
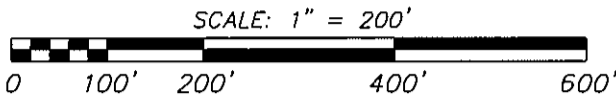
(continued)

Prepared By: Erik B. Gahringer, PLS
Checked By: Danny K. Gildehaus, PLS
Date: August 11, 2009



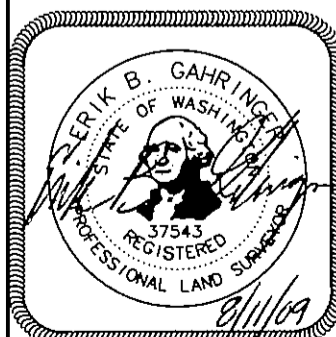
BREWSTER-WATERFRONT TRAIL P.U.D. NO. 1 OF DOUGLAS COUNTY OWNERSHIP


PORTIONS OF SECTIONS 13 AND 14, TOWNSHIP 30 NORTH, RANGE 24 EAST, W.M.
CITY OF BREWSTER, OKANOGAN COUNTY, WASHINGTON



(XX) - DENOTES RECORD PLATTED STREET NAME.

PROJECT BOUNDARY OF THE WELLS HYDROELECTRIC PROJECT AS SHOWN ON THE REVISED EXHIBIT 'K' DRAWINGS, DATED APRIL 1, 1981 ON FILE WITH PUBLIC UTILITY DISTRICT NO. 1, DOUGLAS COUNTY, WASHINGTON





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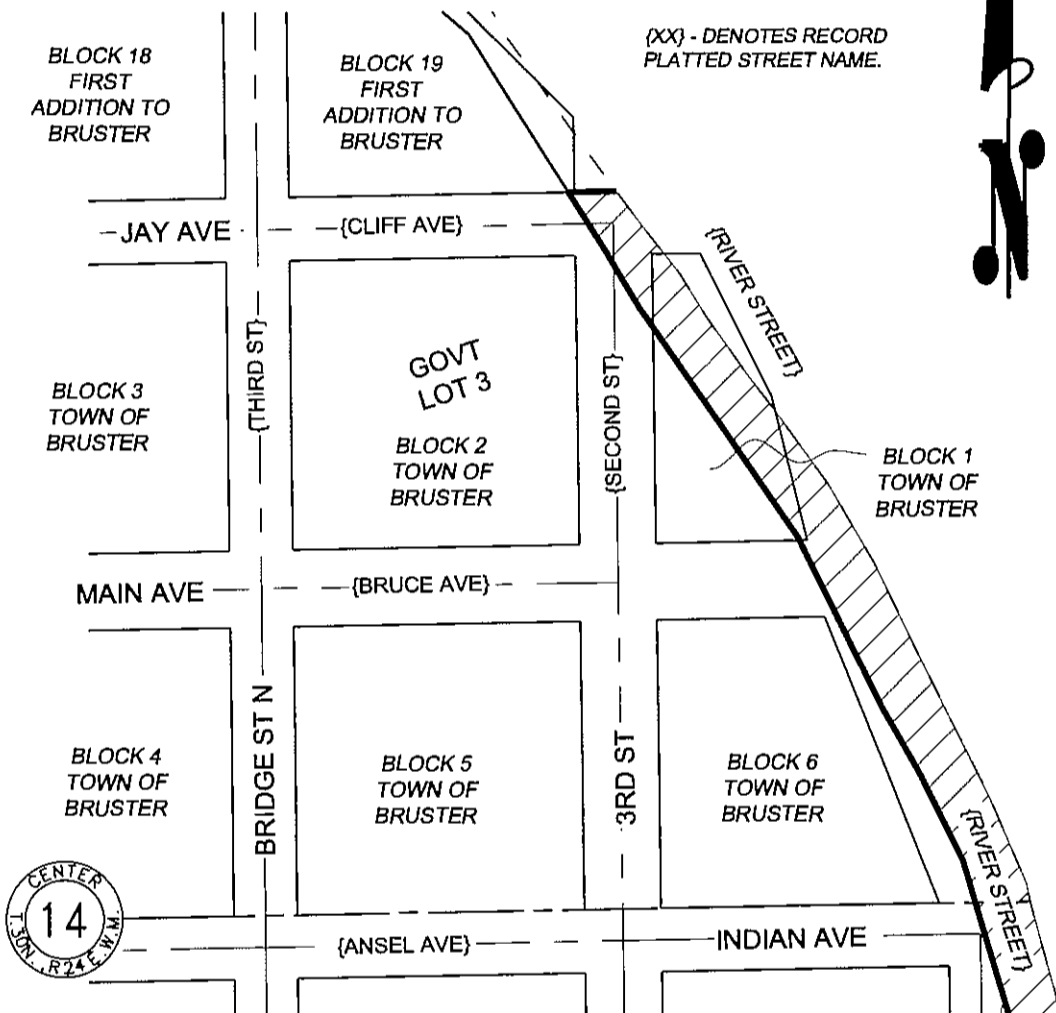
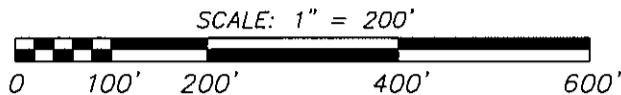
SHEET 1 OF 2

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 OMAK (509) 422-1781
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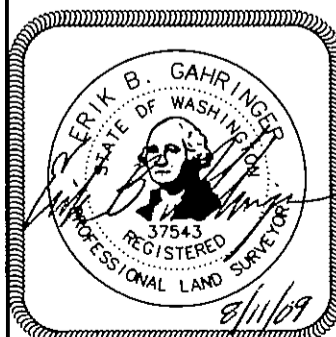
DRAWN BY: DKG LAYOUT: REC-TRAIL-PUD
 DATE: 8/11/2009 FILE NO: Section 14.dwg
 SCALE: 1"=200" JOB NO: 95650.0


BREWSTER-WATERFRONT TRAIL P.U.D. NO. 1 OF DOUGLAS COUNTY OWNERSHIP

PORTIONS OF SECTIONS 13 AND 14, TOWNSHIP 30 NORTH, RANGE 24 EAST, W.M.
CITY OF BREWSTER, OKANOGAN COUNTY, WASHINGTON



PROJECT BOUNDARY OF THE
WELLS HYDROELECTRIC
PROJECT AS SHOWN ON THE
REVISED EXHIBIT 'K'
DRAWINGS, DATED APRIL 1,
1981 ON FILE WITH PUBLIC
UTILITY DISTRICT NO.1,
DOUGLAS COUNTY,
WASHINGTON





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SHEET 2 OF 2

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DRAWN BY: DKG	LAYOUT: REC-TRAIL-PUD
DATE: 8/11/2009	FILE NO: Section 14.dwg
SCALE: 1"=200'	JOB NO: 95650.0

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Exhibit F



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Brewster, WA 98812

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Fax: 509.689.2520

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Brewster-Columbia Cove Park

RV Park Property Description

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain ground distances and areas multiply by a factor of 1.00009334.

A portion of Lot 4 of Foyle Orchards, Inc. Short Plat No. 96-10, as shown on a map on file in Book 'A-2' of Short Plats, at pages 200 and 201 thereof, records of the Auditor of Okanogan County, Washington, TOGETHER WITH a portion of the Southeast Quarter of the Southwest Quarter of Section 14, Township 30 North, Range 24 East of the Willamette Meridian, being more particularly described as follows:

BEGINNING at a 3" brass cap in concrete stamped "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO" on the Easterly line of the Southwest quarter of said Section 14 at the most Northerly corner of a parcel of land described in a Correction Deed in favor of the Town of Brewster, recorded April 1, 1988 as Auditor's File No. 747958, records of the Auditor of Okanogan County, Washington. Said brass cap bears South 00° 54' 04" East along the East line of said Southwest quarter a distance of 2044.42 feet from the center quarter of said Section 14, being an iron pipe as shown on a Record of Survey recorded September 11, 2009 in Book 'S' of Surveys, at pages 215 through 218 thereof, said records of the Auditor of Okanogan County;

The following five (5) courses being along the Northerly line of the land described in said Correction Deed;

Thence South 04° 20' 11" West, a distance of 11.15 feet;

Thence South 56° 30' 31" West, a distance of 242.35 feet;

Thence South 49° 37' 18" West, a distance of 127.69 feet;

Thence South 69° 41' 02" West, a distance of 134.97 feet;

Thence South 88° 38' 19" West, a distance of 176.13 feet;



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Thence North 02° 49' 09" East, a distance of 208.20 feet;

Thence South 90° 00' 00" East, a distance of 283.79 to a rebar with plastic cap stamped "L.S. 31449" at the Southeast corner of Lot 4 of said Foyle Orchards, Inc. Short Plat.

Thence North 01° 00' 00" West along the East line of said Lot 4 a distance of 10.54 feet to a 5/8" rebar at the Southwest corner of that certain parcel of land described in a Real Estate Contract in favor of Brewster School District #111 recorded July 26, 1977 as Auditor's File No. 635975, records of the Auditor of Okanogan County, Washington;

Thence North 53° 33' 07" East along the Southerly line of that certain parcel of land described in said Real Estate Contract, a distance of 380.95 feet to the Southeast corner of that certain parcel of land described in said Real Estate Contract and the East line of said Southwest quarter;

Thence South 00° 54' 04" East along said East line of the Southwest quarter, a distance of 166.21 feet to the POINT OF BEGINNING.

EXCEPT that portion of the Southeast Quarter of the Southwest Quarter of Section 14, Township 30 North, Range 24 East of the Willamette Meridian, being more particularly described as follows:

COMMENCING at a 3" brass cap in concrete stamped "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO" on the Easterly line of the Southwest quarter of said Section 14 at the most Northerly corner of a parcel of land described in a Correction Deed in favor of the Town of Brewster, recorded April 1, 1988 as Auditor's File No. 747958, records of the Auditor of Okanogan County, Washington. Said brass cap bears South 00° 54' 04" East along the East line of said Southwest quarter a distance of 2044.42 feet from the center quarter of said Section 14, being an iron pipe as shown on a Record of Survey recorded September 11, 2009 in Book 'S' of Surveys, at pages 215 through 218 thereof, said records of the Auditor of Okanogan County;

Thence North 00° 54' 04" West along the East line of said Southwest quarter a distance of 166.21 feet to the Southeasterly corner of that certain parcel of land described in a Real Estate Contract in favor of Brewster School District #111 recorded July 26, 1977 as Auditor's File No. 635975, records of the Auditor of Okanogan County, Washington;

Thence South 53° 33' 07" West along the Southerly line of that parcel of land described in said Real Estate Contract a distance of 72.32 feet to the POINT OF BEGINNING;



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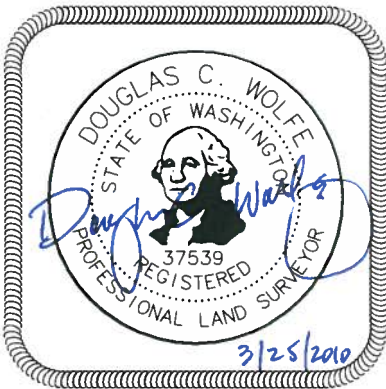
Thence continuing along the Southerly line of that parcel of land described in said Real Estate Contract South 53° 33' 07" West, a distance of 253.45 feet;

Thence North 72° 19' 27" East, a distance of 91.38 feet;

Thence North 53° 31' 39" East, a distance of 83.14 feet;

Thence North 34° 14' 00" East, a distance of 88.78 feet to the POINT OF BEGINNING.

The above described parcel of land contains 2.39 acres more or less.



Prepared by: DCW
Checked by: EBG
Date: 3/25/2010

**BREWSTER-COLUMBIA COVE PARK
PUD NO. 1 OF DOUGLAS CO.
RV PARK PROPERTY DESCRIPTION**

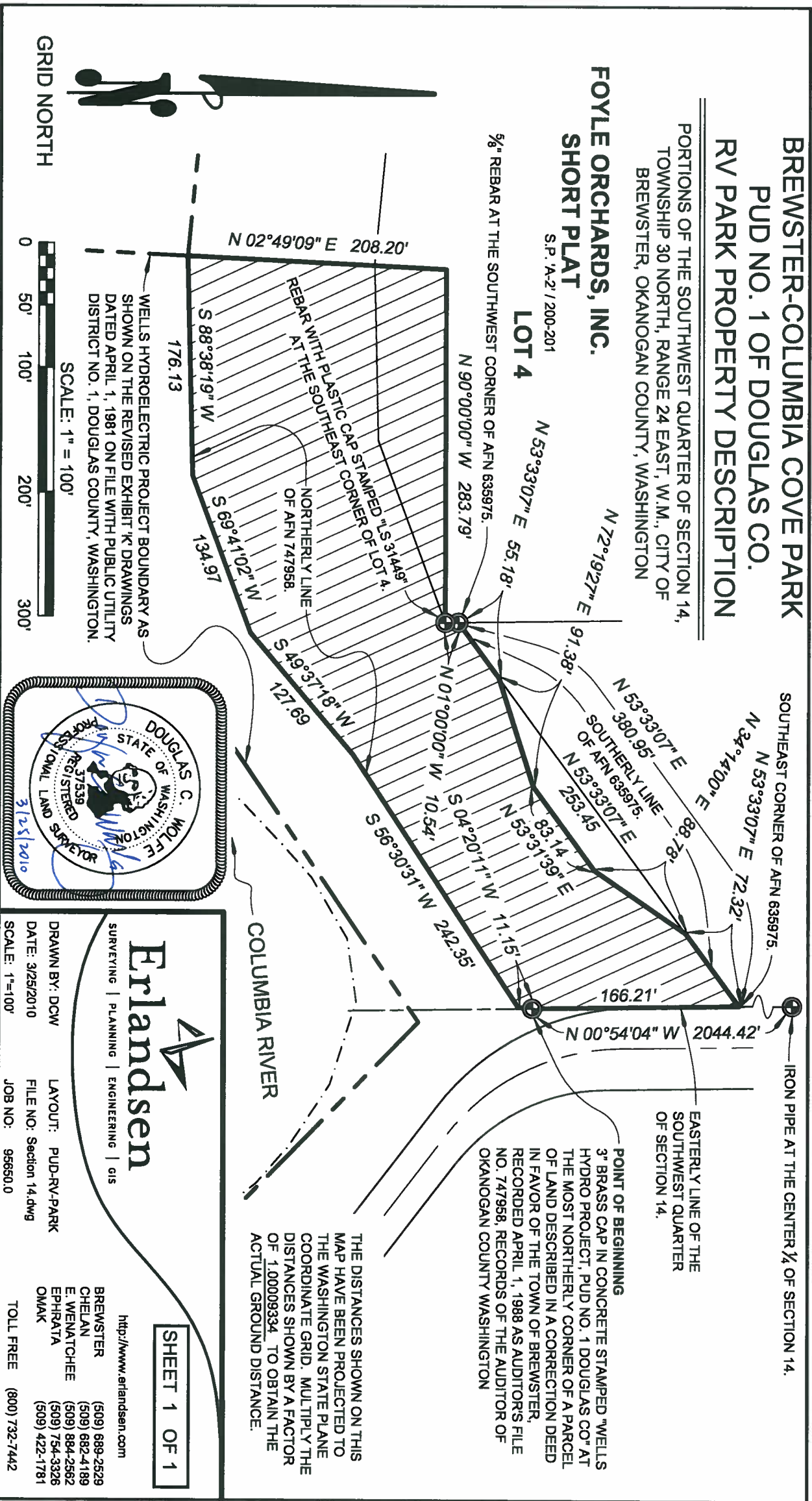
PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 30 NORTH, RANGE 24 EAST, W.M., CITY OF
BREWSTER, OKANOGAN COUNTY, WASHINGTON

**FOYLE ORCHARDS, INC.
SHORT PLAT**

S.P. A-2 / 200-201

LOT 4

5/8" REBAR AT THE SOUTHWEST CORNER OF AFN 635975.



IRON PIPE AT THE CENTER 1/4 OF SECTION 14.

EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 14.

POINT OF BEGINNING
3" BRASS CAP IN CONCRETE STAMPED "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO" AT THE MOST NORTHERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A CORRECTION DEED IN FAVOR OF THE TOWN OF BREWSTER, RECORDED APRIL 1, 1988 AS AUDITORS FILE NO. 747968, RECORDS OF THE AUDITOR OF OKANOGAN COUNTY WASHINGTON

THE DISTANCES SHOWN ON THIS MAP HAVE BEEN PROJECTED TO THE WASHINGTON STATE PLANE COORDINATE GRID. MULTIPLY THE DISTANCES SHOWN BY A FACTOR OF 1.00009334 TO OBTAIN THE ACTUAL GROUND DISTANCE.



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E. WENATCHEE (509) 884-2562
EPHRATA (509) 754-3326
OMAK (509) 422-1781

TOLL FREE (800) 732-7442

DRAWN BY: DCW
DATE: 3/25/2010
SCALE: 1"=100'

LAYOUT: PUD-RV-PARK
FILE NO.: Section 14.dwg
JOB NO.: 95650.0

SHEET 1 OF 1

GRID NORTH



SCALE: 1" = 100'

WELLS HYDROELECTRIC PROJECT BOUNDARY AS SHOWN ON THE REVISED EXHIBIT 'K' DRAWINGS DATED APRIL 1, 1981 ON FILE WITH PUBLIC UTILITY DISTRICT NO. 1, DOUGLAS COUNTY, WASHINGTON.

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Exhibit G

Return Address:

Donald L. Dimmitt
Jeffers, Danielson, Sonn & Aylward, P.S.
P.O. Box 1688
Wenatchee, WA 98801

**EASEMENT
(for Recreational Resources)**

Grantor (City): City of Brewster, a Washington municipal corporation

Grantee (District): Public Utility District No. 1 of Douglas County, Washington, a Washington municipal corporation

Legal Description (abbreviated): Burdened Property: Portions of Park Addition to Brewster and the SW ¼ of SE ¼ and SE ¼ of SW ¼ of Section 13, and Gov. Lot 3 of Section 23, all in T 30N, R24 EWM, Okanogan County, Washington. Additional legal description on page 2.

Assessor's Tax Parcel ID#: Burdened Property:

Parties

1.1 City. City of Brewster, a Washington municipal corporation.

1.2 District. Public Utility District No. 1 of Douglas County, Washington, a Washington municipal corporation.

Easement

2.1 Grant of Easement. City hereby conveys and warrants to District a nonexclusive easement as described herein of the type described herein for the purposes described herein.

2.2 Purpose. The purpose of this easement is for use of recreational facilities known as Brewster Columbia Cove and Brewster Waterfront Trail as a project recreation site of the District.

2.3 Consideration. This easement is for and in consideration of the District's agreement to compensate the City for operation, maintenance and capital improvements to the

1 facilities as detailed by separate agreement between the parties.

2 2.4 Benefited Property. This easement is to benefit the Wells Hydroelectric
3 Project No. 2149.

4 2.5 Burdened Property. This easement is to burden the following described
5 real property situated in the County of Douglas, State of Washington:

6 The property described on Exhibit A and Exhibit B.

7 2.6 Location of Easement. The location of the easement is described as
8 follows:

9 The property described on Exhibit A and Exhibit B.

10 2.7 Term of Easement. The term of this easement is for the term of the
11 District's License No. 2149 from the Federal Energy Regulatory Commission, any extension of
12 that license and any new license granted to the District.

13 2.8 Maintenance and Repair. The cost of any maintenance and repair of the
14 above easement is covered by separate agreement.

15 2.9 Attorney Fees and Costs. In the event any party employs legal counsel to
16 enforce any covenant of this easement, or to pursue any other remedy on default as provided
17 herein or by law, the substantially prevailing party shall be entitled to recover all reasonable
18 attorneys' fees, appraisal fees, title search fees, other necessary expert witness fees and all other
19 costs and expenses not limited to court action. Such sum shall be included in any judgment or
20 decree entered.

21 2.10 Appurtenant Easement. The benefits and burdens granted and imposed
22 by this instrument shall run with the lands described herein.

23 2.11 Venue. The venue of any action taken to enforce any part of this
24 easement shall be in Douglas County, Washington.

25 2.12 Number; Gender; Permissive Versus Mandatory Usage. Where the
26 context permits, references to the singular shall include the plural and vice versa, and to the

EASEMENT (For Recreational Resources)

Page 2

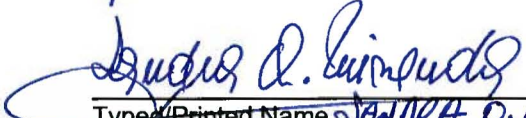
Brewster easement[1].doc

Jeffers, Danielson, Sonn & Aylward, P.S.
Attorneys at Law
2600 Chester Kimm Road / P.O. Box 1688
Wenatchee, WA 98807-1688
(509) 662-3685 / (509) 662-2452 FAX

1 STATE OF WASHINGTON)
2 COUNTY OF OKANOGAN) ss.

3 I certify that I know or have satisfactory evidence that LEE WEBSTER
4 is the person who appeared before me and said person acknowledged that he/she signed this
5 instrument, on oath stated that he/she was authorized to execute the instrument and
6 acknowledged it as the MAYOR of City of Brewster to be the free and voluntary
7 act of such party for the uses and purposes mentioned in the instrument.

8 Dated this 5th day of MAY, 2009.

9 
10 Typed/Printed Name JAWORA O. MIRANDA
11 NOTARY PUBLIC
12 In and for the State of Washington
13 My appointment expires 07/09/2011

14 STATE OF WASHINGTON)
15 COUNTY OF Douglas) ss.

16 I certify that I know or have satisfactory evidence that William C. Dobbins is the
17 person who appeared before me and said person acknowledged that he signed this instrument,
18 on oath stated that he was authorized to execute the instrument and acknowledged it as the
19 General Manager of Public Utility District No. 1 of Douglas County, Washington, to be the free
20 and voluntary act of such party for the uses and purposes mentioned in the instrument.

21 Dated this 10th day of May, 2010.

22 
23 Typed/Printed Name Gary R. [unclear]
24 NOTARY PUBLIC
25 In and for the State of Washington
26 My appointment expires 11-19-13

EXHIBIT A



210 N Bridge Street
P.O. Box 739
Brewster, WA 98812

Phone: 509.689.2529
Fax: 509.689.2520

www.erlandsen.com

Brewster-Columbia Cove Park

City of Brewster Ownership

Note: The following description has been prepared for use in a Park Agreement between the City of Brewster and Public Utility District No.1 of Douglas County and should only be used for that purpose. This description is based on documentation acquired from Public Utility District No.1 of Douglas County without benefit of a Chain of Title and/or Title Report. Should this description be used for any other purpose, a Chain of Title and Title Report should be obtained to confirm ownership.

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain ground distances and areas multiply by a factor of 1.00009334.

A portion of Park Addition to Brewster, as shown on a map on file in Book 'F' of Plats, at page 4 thereof, records of the Auditor of Okanogan County, Washington, TOGETHER WITH those portions of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 14, and Government Lots 2 and 3 of Section 23, all located in Township 30 North, Range 24 East of the Willamette Meridian, and more particularly described as follows:

COMMENCING at a 3 ¼" aluminum cap in a monument case stamped "WELLS PROJECT BOUNDARY, ERLANDSEN, L.S. 23599, T30N, R24E, WP, S-14, S-23, 2009" on the common line between said Sections 14 and 23 which bears South 88°41'18" West along said common line, a distance of 937.51 feet from a 2" bronze cap stamped "ERLANDSEN & ASSOC." located at the East 1/16th corner of said Sections 14 and 23;

Thence South 01° 13' 44" East, a distance of 161.86 feet to a 2 ½" aluminum cap stamped "DOUGLAS PUD, WELLS PROJECT BOUNDARY, LS 23599" and the POINT OF BEGINNING;

Thence retracing the previous course, North 01° 13' 44" West, a distance of 161.86 feet to the said 3 ¼" aluminum cap on the common line between said Sections 14 and 23;

Thence North 01° 13' 44" West, a distance of 3.20 feet;

EASEMENT (For Recreational Resources)

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Brewster easement[1].doc

Jeffers, Danielson, Sonn & Aylward, P.S.
Attorneys at Law
2600 Chester Kimm Road / P.O. Box 1688
Wenatchee, WA 98807-1688
(509) 662-3685 / (509) 662-2452 FAX

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P.O. Box 739
Brewster, WA 98812

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Fax: 509.689.2520

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- Thence North 77° 33' 35" East, a distance of 31.39 feet;
- Thence North 13° 08' 18" West, a distance of 106.85 feet;
- Thence North 04° 31' 23" East, a distance of 15.62 feet;
- Thence North 14° 59' 00" West, a distance of 141.13 feet to a curve to the left;
- Thence Northwesterly along said curve to the left, having a radius of 160.00 feet, through a central angle of 38° 47' 39", an arc length of 108.33 feet;
- Thence North 53° 46' 39" West, a distance of 159.62 feet;
- Thence North 51° 04' 01" West, a distance of 170.26 feet;
- Thence, North 37° 11' 21" West, a distance of 64.63 feet to a 3" brass cap in concrete stamped "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO" on the North-South centerline of said Section 14 and the most Northerly corner of a parcel of land described in a Correction Deed in favor of the Town of Brewster, recorded April 1, 1988 as Auditor's File No. 747958, records of the Auditor of Okanogan County Washington, the above mentioned parcel of land is shown on a Record of Survey, recorded Nov. 19, 1986 in Book 'G' of Surveys, at page 111 thereof, records of the Auditor of Okanogan County Washington;
- The following nine (9) courses being along the Northerly, Westerly, Southerly and Easterly lines of the land described in said Correction Deed;
- Thence South 04° 20' 11" West, a distance of 11.15 feet;
- Thence South 56° 30' 31" West, a distance of 242.35 feet;
- Thence South 49° 37' 18" West, a distance of 127.69 feet;
- Thence South 69° 41' 02" West, a distance of 134.97 feet;
- Thence South 88° 38' 19" West, a distance of 176.13 feet;
- Thence South 02° 49' 09" West, a distance of 159.23 feet;
- Thence South 71° 53' 49" East, a distance of 652.77 feet, to a point on the East line of said Government Lot 2;

EXHIBIT A

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210 N Bridge Street
P.O. Box 739
Brewster, WA 98812

Phone: 509.689.2529
Fax: 509.689.2520

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Thence North 00° 07' 50" West along said East line, a distance of 25.37 feet to the quarter corner common to Sections 14 and 23;

Thence North 00° 54' 04" West along the East line of the Southwest quarter of said Section 14, a distance of 516.94 feet to the Project Boundary of the Wells Hydroelectric Project as shown on the Revised Exhibit 'K' Drawings, dated April 1, 1981 on file with Public Utility District No.1, Douglas County, Washington;

Thence, along said Project Boundary the following six (6) courses and distances;

Thence North 55° 50' 48" East, a distance of 11.83 feet;

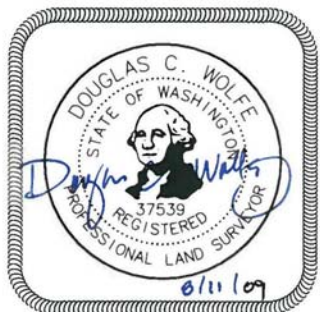
Thence South 45° 46' 51" East, a distance of 268.26 feet;

Thence South 28° 47' 08" West, a distance of 240.99 feet;

Thence South 04° 58' 52" East, a distance of 123.67 feet to a point on said common line between Sections 14 and 23 that bears South 88°41'18" West, a distance of 291.04 feet from a 3 1/4" aluminum cap in a monument case stamped "WELLS PROJECT BOUNDARY, ERLANDSEN, L.S. 23599, T30N, R24E, WP, S-14, S-23, 2009";

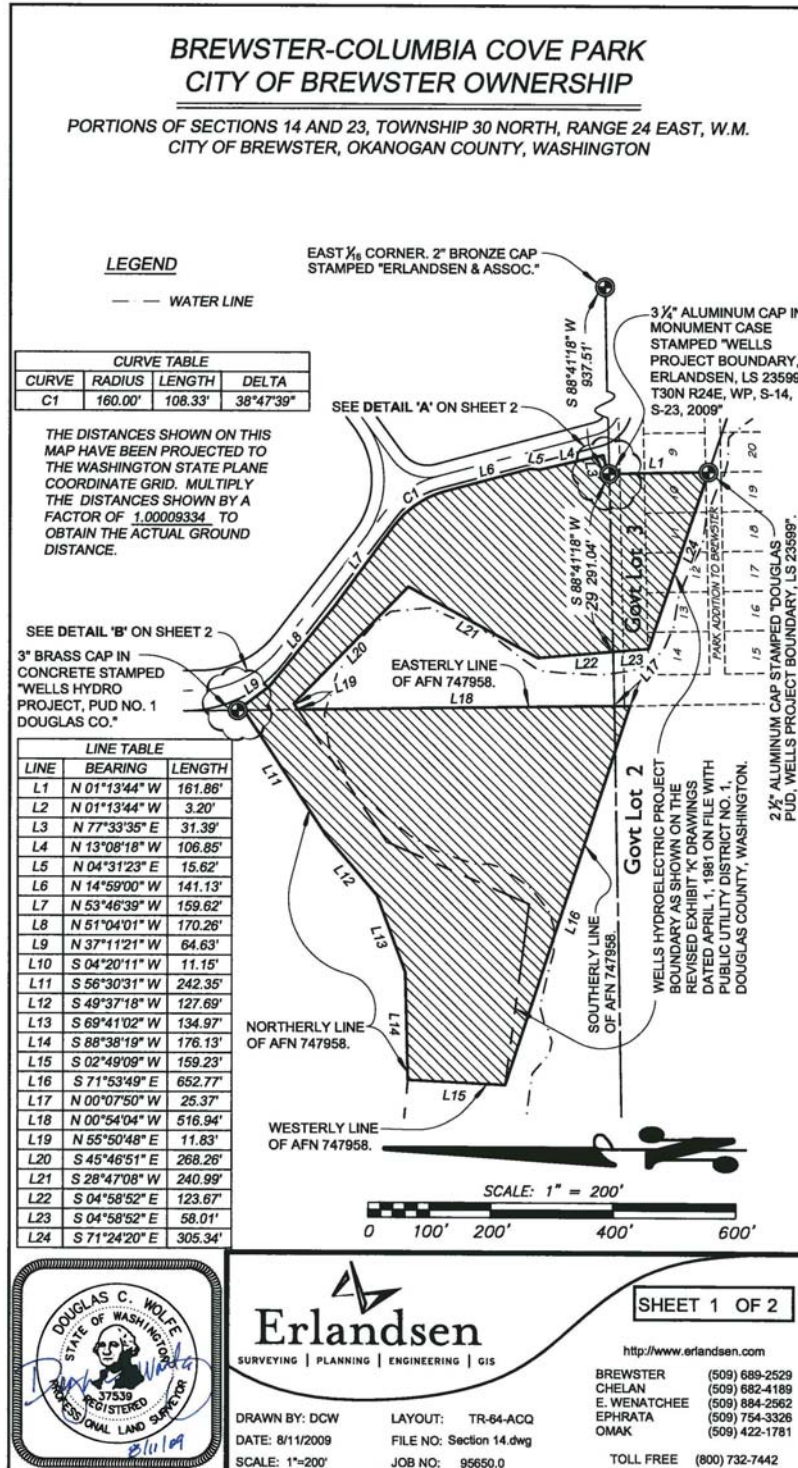
Thence continuing South 04° 58' 52" East, a distance of 58.01 feet;

Thence South 71° 24' 20" East, a distance of 305.34 feet to the POINT OF BEGINNING;



Prepared by: DKG
Checked by: DCW
Date: 8/11/2009

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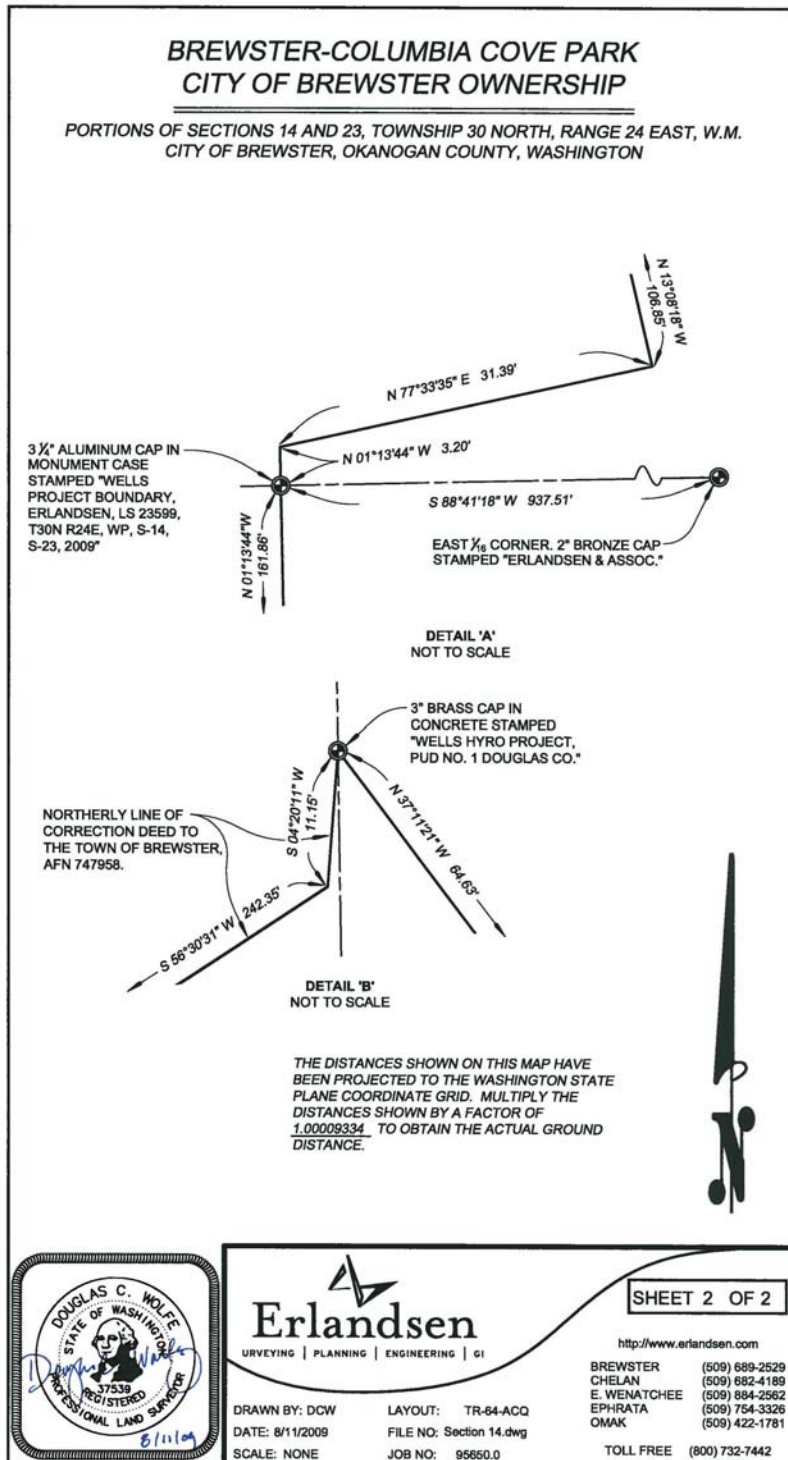


EASEMENT (For Recreational Resources)
Page 8
Brewster easement[1].doc

Jeffers, Danielson, Sonn & Aylward, P.S.
Attorneys at Law
2600 Chester Kimm Road / P.O. Box 1688
Wenatchee, WA 98807-1688
(509) 662-3685 / (509) 662-2452 FAX

EXHIBIT A

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EASEMENT (For Recreational Resources)
Page 9
Brewster easement[1].doc

Jeffers, Danielson, Sonn & Aylward, P.S.
Attorneys at Law
2600 Chester Kimm Road / P.O. Box 1688
Wenatchee, WA 98807-1688
(509) 662-3685 / (509) 662-2452 FAX

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250 Simon Street SE
East Wenatchee, WA 98802

Phone: 509.884.2562
Fax: 509.884.2814

www.erlandsen.com

Brewster Waterfront Trail Boundary Description

City of Brewster Ownership

Note: The following description has been prepared for use in a Park Agreement between the City of Brewster and Public Utility District No.1 of Douglas County and should only be used for that purpose. This description is based on documentation acquired from Public Utility District No.1 of Douglas County without benefit of a Chain of Title and/or Title Report. Should this description be used for any other purpose, a Chain of Title and Title Report should be obtained to confirm ownership.

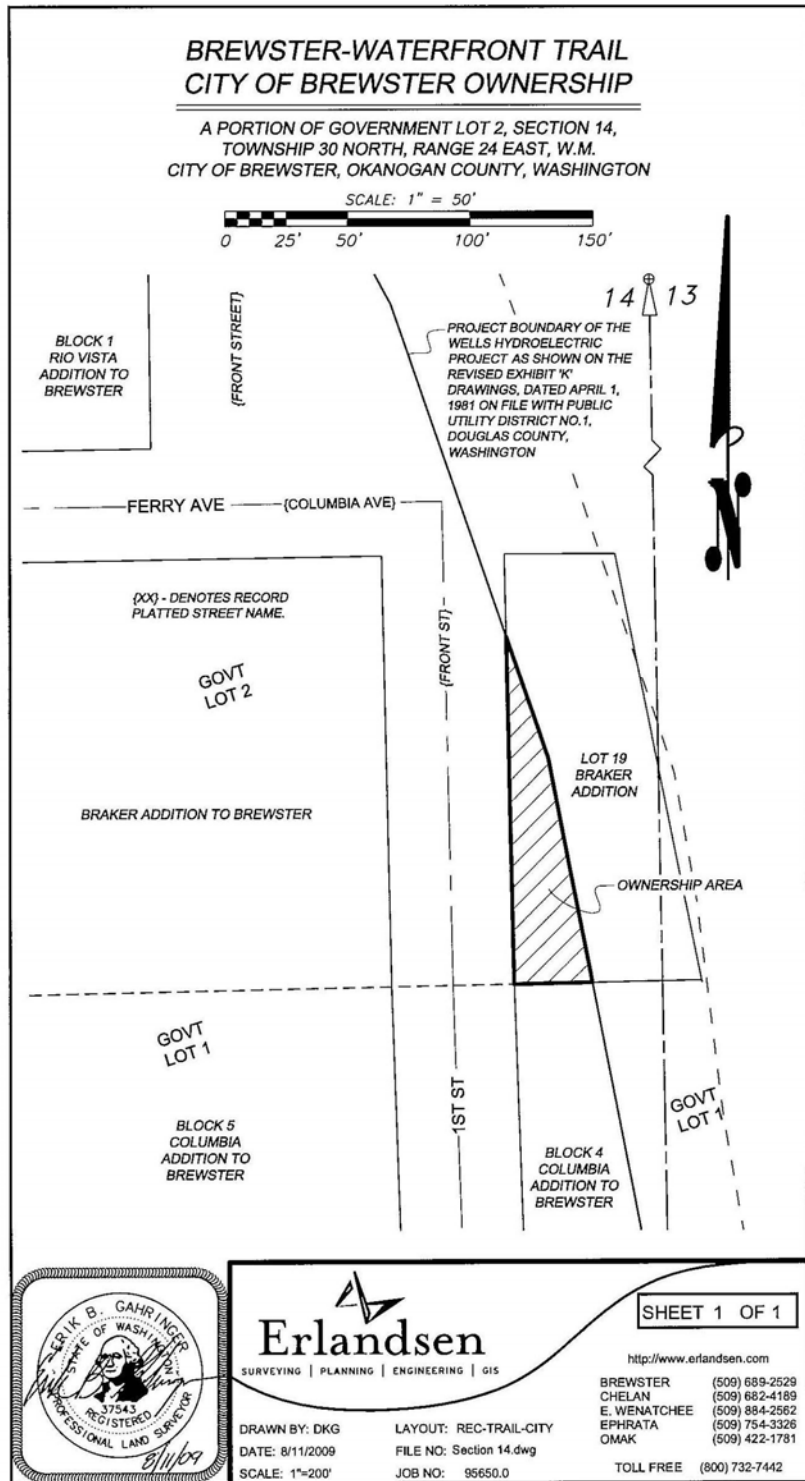
A parcel of land located within a portion of the southeast quarter of Section 14, all in Township 30 North, Range 24 East of the Willamette Meridian, City of Brewster, Okanogan County, Washington, said parcel being described as follows:

That portion of Lot 19 of Braker Addition to Brewster, as shown on a map on file in Book 'F' of Plats, at page 28, records of the Auditor of Okanogan County, Washington, lying in a westerly direction and above the Project Boundary of the Wells Hydroelectric Project as shown on the Revised Exhibit 'K' Drawings, dated April 1, 1981 on file with Public Utility District No.1 of Douglas County.

Prepared By: Danny K. Gildehaus, PLS
Checked By: Erik B. Gahringer, PLS
Date: August 11, 2009



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EASEMENT (For Recreational Resources)
Page 11
Brewster easement[1].doc

Jeffers, Danielson, Sonn & Aylward, P.S.
Attorneys at Law
2600 Chester Kimm Road / P.O. Box 1688
Wenatchee, WA 98807-1688
(509) 662-3685 / (509) 662-2452 FAX

Exhibit H

Return Address:

Donald L. Dimmitt
Jeffers, Danielson, Sonn & Aylward, P.S.
P.O. Box 1688
Wenatchee, WA 98801

**EASEMENT
(For RV Camping Facility)**

Grantor (City): Public Utility District No. 1 of Douglas County, Washington, a Washington municipal corporation

Grantee (District): City of Brewster, a Washington municipal corporation

Legal Description (abbreviated): Burdened Property: Portions of Lot 4 Foyle Orchards, Inc., Short Plat No. 96-10 and a portion of SE ¼ of SW ¼ of Section 14, all in T 30N, R24 EWM, Okanogan County, Washington. Additional legal on page 2.

Assessor's Tax Parcel ID#: Burdened Property:

Parties

1.1 District. Public Utility District No. 1 of Douglas County, Washington, a Washington municipal corporation.

1.2 City. City of Brewster, a Washington municipal corporation.

Easement

2.1 Grant of Easement. District hereby conveys and warrants to City a nonexclusive easement as described herein of the type described herein for the purposes described herein.

2.2 Purpose. The purpose of this easement is to allow development of an RV camping facility.

2.3 Consideration. This easement is for and in consideration of the City's grant of an easement to District of other facilities.

2.4 Benefited Property. This easement is to benefit the City.

1 2.5 Burdened Property. This easement is to burden the following described
2 real property situated in the County of Douglas, State of Washington:

3 The property described on Exhibit A.

4 2.6 Location of Easement. The location of the easement is described as
5 follows:

6 The property described on Exhibit A.

7 2.7 Term of Easement. The term of this easement is for the term of the
8 District's License No. 2149 from the Federal Energy Regulatory Commission, any extension of
9 that license or any new license granted to the District.

10 2.8 Maintenance and Repair. The cost of any maintenance and repair of the
11 above easement is the obligation of the City.

12 2.9 Risk of Loss. The City shall bear the sole risk of loss of or damage to any
13 facilities which are located on the easement. The District shall have no responsibility or legal
14 liability whatsoever arising out of the City's construction, administration, operation or maintenance
15 of any RV camping facilities on the easement.

16 2.10 Liability Insurance. The City shall at the City's expense maintain
17 comprehensive liability insurance on the RV parking facility in an amount not less than One
18 Million Dollars (\$1,000,000.00). The District shall be an additional insured on such policy. The
19 City shall deliver a copy of any such insurance policy to the District.

20 2.11 Indemnity. The City hereby releases and agrees to hold harmless,
21 indemnify and defend the District and its officers, agents, employees and contractors from,
22 against and for any and all liabilities, obligations, suits, claims, demands, actions, costs and
23 expenses of any kind which may be imposed upon or asserted against the District by reason of
24 any accident, injury or damage to any person and/or property arising from the construction,
25 administration, operation, maintenance or use of the RV camping facilities.
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2.12 Compliance. The City shall conform to and comply with all laws, rules, regulations, conditions or restrictions promulgated by the FERC or any other governmental agency or other governmental entity having jurisdiction over the easement property.

2.13 Attorney Fees and Costs. In the event any party employs legal counsel to enforce any covenant of this easement, or to pursue any other remedy on default as provided herein, or by law, the substantially prevailing party shall be entitled to recover all reasonable attorneys' fees, appraisal fees, title search fees, other necessary expert witness fees and all other costs and expenses not limited to court action. Such sum shall be included in any judgment or decree entered.

2.14 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

2.15 Venue. The venue of any action taken to enforce any part of this easement shall be in Douglas County, Washington.

2.16 Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

2.17 Captions and Construction. The captions in this Easement are for the convenience of the reader and are not to be considered in the interpretation of its terms.

"DISTRICT"

PUBLIC UTILITY DISTRICT NO. 1
OF DOUGLAS COUNTY
A Washington Municipality

By William C. Dobbins
William C. Dobbins, General Manager

Date: May 10, 2010

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"CITY"

CITY OF BREWSTER
A Washington Municipality

By [Signature]

Date: 5/5/2010

STATE OF WASHINGTON)
COUNTY OF OKANOGAN) ss. Al
Douglas

I certify that I know or have satisfactory evidence that William C. Dobbins is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Public Utility District No. 1 of Douglas County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 10th day of MAY, 2010.



[Signature]
Typed/Printed Name Gary R. Ivory
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 11-19-13

STATE OF WASHINGTON)
COUNTY OF OKANOGAN) ss.

I certify that I know or have satisfactory evidence that LEE WEBSTER is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MAYOR of City of Brewster to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 5th day of MAY, 2010.

[Signature]
Typed/Printed Name SANDRA O. MIKANOVA
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 07/09/2011

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210 N Bridge Street
P.O. Box 739
Brewster, WA 98812

Phone: 509.689.2529
Fax: 509.689.2520

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Brewster-Columbia Cove Park
RV Park Property Description

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain ground distances and areas multiply by a factor of 1.00009334.

A portion of Lot 4 of Foyle Orchards, Inc. Short Plat No. 96-10, as shown on a map on file in Book 'A-2' of Short Plats, at pages 200 and 201 thereof, records of the Auditor of Okanogan County, Washington, TOGETHER WITH a portion of the Southeast Quarter of the Southwest Quarter of Section 14, Township 30 North, Range 24 East of the Willamette Meridian, being more particularly described as follows:

BEGINNING at a 3" brass cap in concrete stamped "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO" on the Easterly line of the Southwest quarter of said Section 14 at the most Northerly corner of a parcel of land described in a Correction Deed in favor of the Town of Brewster, recorded April 1, 1988 as Auditor's File No. 747958, records of the Auditor of Okanogan County, Washington. Said brass cap bears South 00° 54' 04" East along the East line of said Southwest quarter a distance of 2044.42 feet from the center quarter of said Section 14, being an iron pipe as shown on a Record of Survey recorded September 11, 2009 in Book 'S' of Surveys, at pages 215 through 218 thereof, said records of the Auditor of Okanogan County;

The following five (5) courses being along the Northerly line of the land described in said Correction Deed;

- Thence South 04° 20' 11" West, a distance of 11.15 feet;
- Thence South 56° 30' 31" West, a distance of 242.35 feet;
- Thence South 49° 37' 18" West, a distance of 127.69 feet;
- Thence South 69° 41' 02" West, a distance of 134.97 feet;
- Thence South 88° 38' 19" West, a distance of 176.13 feet;

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210 N Bridge Street
P.O. Box 739
Brewster, WA 98812

Phone: 509.689.2529
Fax: 509.689.2520

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Thence North 02° 49' 09" East, a distance of 208.20 feet;

Thence South 90° 00' 00" East, a distance of 283.79 to a rebar with plastic cap stamped "L.S. 31449" at the Southeast corner of Lot 4 of said Foyle Orchards, Inc. Short Plat.

Thence North 01° 00' 00" West along the East line of said Lot 4 a distance of 10.54 feet to a 5/8" rebar at the Southwest corner of that certain parcel of land described in a Real Estate Contract in favor of Brewster School District #111 recorded July 26, 1977 as Auditor's File No. 635975, records of the Auditor of Okanogan County, Washington;

Thence North 53° 33' 07" East along the Southerly line of that certain parcel of land described in said Real Estate Contract, a distance of 380.95 feet to the Southeast corner of that certain parcel of land described in said Real Estate Contract and the East line of said Southwest quarter;

Thence South 00° 54' 04" East along said East line of the Southwest quarter, a distance of 166.21 feet to the POINT OF BEGINNING.

EXCEPT that portion of the Southeast Quarter of the Southwest Quarter of Section 14, Township 30 North, Range 24 East of the Willamette Meridian, being more particularly described as follows:

COMMENCING at a 3" brass cap in concrete stamped "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO" on the Easterly line of the Southwest quarter of said Section 14 at the most Northerly corner of a parcel of land described in a Correction Deed in favor of the Town of Brewster, recorded April 1, 1988 as Auditor's File No. 747958, records of the Auditor of Okanogan County, Washington. Said brass cap bears South 00° 54' 04" East along the East line of said Southwest quarter a distance of 2044.42 feet from the center quarter of said Section 14, being an iron pipe as shown on a Record of Survey recorded September 11, 2009 in Book 'S' of Surveys, at pages 215 through 218 thereof, said records of the Auditor of Okanogan County;

Thence North 00° 54' 04" West along the East line of said Southwest quarter a distance of 166.21 feet to the Southeasterly corner of that certain parcel of land described in a Real Estate Contract in favor of Brewster School District #111 recorded July 26, 1977 as Auditor's File No. 635975, records of the Auditor of Okanogan County, Washington;

Thence South 53° 33' 07" West along the Southerly line of that parcel of land described in said Real Estate Contract a distance of 72.32 feet to the POINT OF BEGINNING;

EXHIBIT A

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210 N Bridge Street
P.O. Box 739
Brewster, WA 98812

Phone: 509.689.2529
Fax: 509.689.2520

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Thence continuing along the Southerly line of that parcel of land described in said Real Estate Contract South 53° 33' 07" West, a distance of 253.45 feet;

Thence North 72° 19' 27" East, a distance of 91.38 feet;

Thence North 53° 31' 39" East, a distance of 83.14 feet;

Thence North 34° 14' 00" East, a distance of 88.78 feet to the POINT OF BEGINNING.

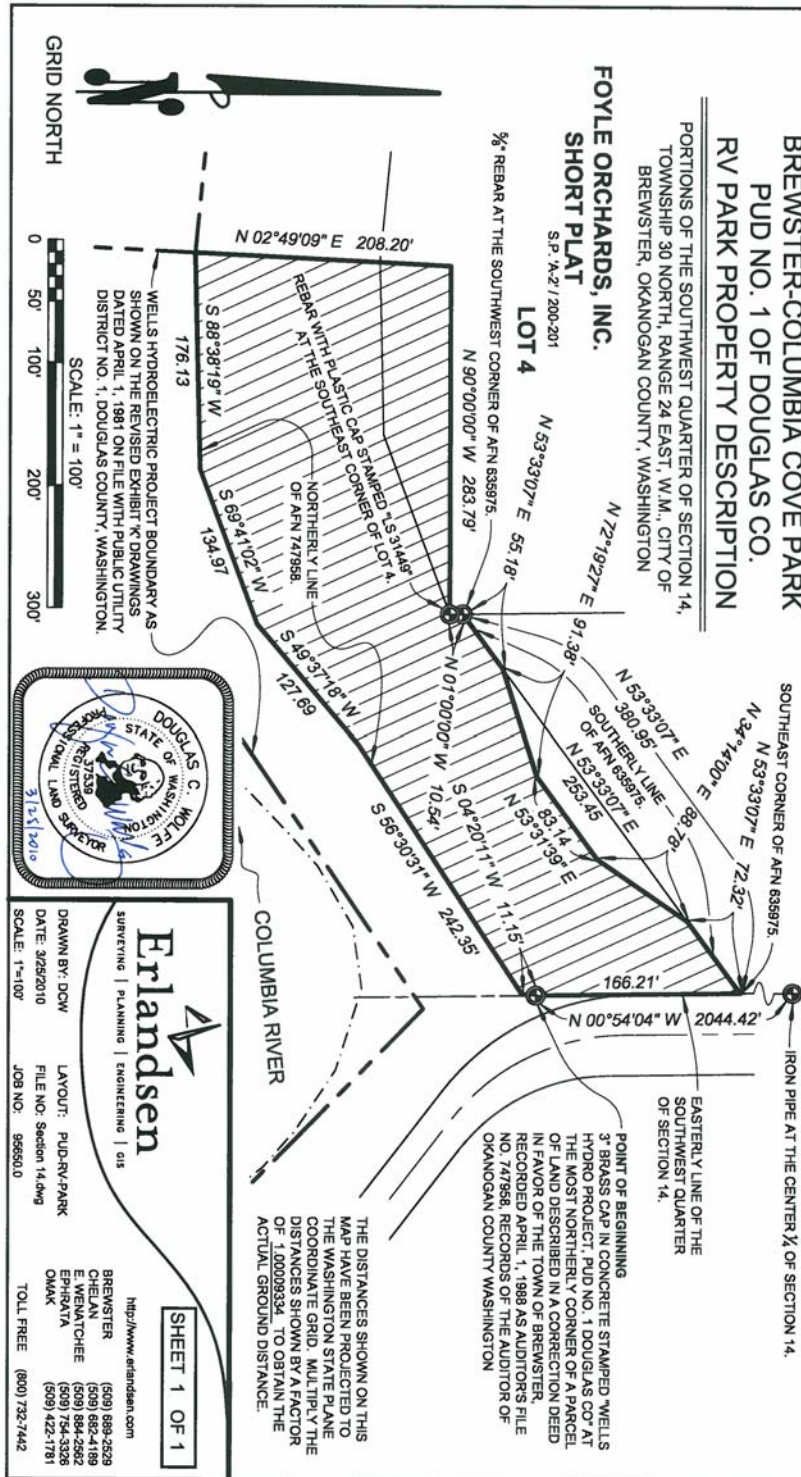
The above described parcel of land contains 2.39 acres more or less.



Prepared by: DCW
Checked by: EBG
Date: 3/25/2010

EXHIBIT A

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Erlandson
SURVEYING | PLANNING | ENGINEERING | GIS

DRAWN BY: DCW DATE: 3/25/2010
LAYOUT: PUD-RV-PARK FILE NO: Section 14.dwg JOB NO: 96560.0

http://www.erlandson.com
BREWSTER (509) 889-3239
CHELAN (509) 882-4189
E. WENATCHEE (509) 894-2892
EPHRAATA (509) 754-3288
OMAK (509) 422-1781

TOLL FREE (800) 732-7442

SHEET 1 OF 1

EASEMENT (For RV Camping Facility)
Page 8
RV Easement.doc

Jeffers, Danielson, Sonn & Aylward, P.S.
Attorneys at Law
2600 Chester Kimm Road / P.O. Box 1688
Wenatchee, WA 98807-1688
(509) 662-3685 / (509) 662-2452 FAX