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

This Agreement made and entered into this <u>9th</u> day of <u>September</u>, 2009, by and between the City of Bridgeport, 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 on the Columbia River under License No. 2149 ("Existing License"), from the Federal Energy Regulatory Commission, (FERC).

2. In compliance with the Existing 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 Bridgeport Marina Park were constructed pursuant to the Prior Agreement. This Agreement shall replace and supersede that Prior Agreement.

3. The City has expressed interest in and is specifically qualified and capable of providing administration, operation, and maintenance services for the Bridgeport Marina Park facilities, and intends to provide the administration, operation, and maintenance of the Bridgeport Marina Park and any additional facilities constructed and paid for by the District.

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

<u>AGREEMENT</u>

1. <u>Property</u>. The City represents that it owns or has the right to use the real property described in Exhibit A and depicted on Exhibit B, 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 denoted in Exhibit A that contains additional recreational facilities. The District's property is more particularly described in Exhibit C and Exhibit D attached hereto. The facilities located on the property described above constitute Bridgeport Marina Park. The City agrees to grant an easement to the District to use the park as a project recreation site in the form attached as Exhibit E.

2. <u>Permits</u>. If the District constructs additional recreational facilities for Bridgeport Marina 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. <u>FERC Compliance</u>. 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 new license to the District for the operation of the Wells Hydroelectric Project. The City shall support the application for a new 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. This agreement shall be effective throughout the term of a new 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. <u>Operation, Maintenance and Administration</u>. The City shall be responsible for the "normal maintenance" of the recreational facilities within the property described on Exhibit A and C, and depicted on Exhibit B and D, including, but not limited to, parking, lawns, RV sites, restrooms, lights, water, power, sewer/septic and playground equipment. "Normal Maintenance" shall include the day to day maintenance and repairs of less than \$10,000. The City agrees that it will administer, operate and maintain all facilities described above to the standards contained in Exhibit F. The District shall be responsible for major maintenance of the facilities referenced above in excess of \$10,000 and for capital improvements related to those same facilities. This does not include the City well or pump station that are the City's sole responsibility. The District shall be responsible for all maintenance, repair and improvement of the Wells Hydroelectric Project assets such as the docks, boat ramps and rip rap.

5. <u>Legal Responsibility</u>. 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 A and C. 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 A. 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 A and C.

6. <u>Liability Insurance</u>. The City shall at the City's expense maintain comprehensive liability insurance on the park in an amount not less than One Million Dollars (\$1,000,000.00). The District shall be an additional insured on such policy. The City shall deliver a copy of any such insurance policy to the District.

7. The City hereby releases and agrees to hold harmless, Indemnity. 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 named insured on any comprehensive general liability policy covering the administration, operation, maintenance or use of the additional recreational facilities, provided that naming the District as an additional named 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 named insured under that policy and (2) allow the District to bear the cost of it being an additional named insured.

8. <u>Future Development</u>. Any future additional development and landscaping performed by the City on the property described in Exhibits A and C shall be in

accordance with first-class construction and landscaping practices and shall be compatible with all existing facilities and landscaping.

9. <u>Future Expansion</u>. The District will expand Marina Park to accommodate an additional 10 RV spaces. If the appropriate permits can be acquired, the park will be expanded to the north, along the river. If permits cannot be acquired, then the City and the District will work together to identify an acceptable alternative location for the additional 10 RV spaces within or adjacent to Marina Park. Once constructed by the District, the new spaces shall be subject to all terms within this Agreement.

10. <u>Well</u>. The City has a well and pumphouse on its property as depicted on Exhibit B. The City shall have the right to use those facilities and maintain them as needed. The District has no obligations relative to the well and pumphouse.

11. <u>No Partnership</u>. 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.

12. <u>Notices</u>. All notices to be given pursuant to this agreement shall be addressed to the Mayor of the City of Bridgeport, Washington, City Hall, Bridgeport, Washington 98813, 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 notice from the other party. Notice shall be 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.

13. <u>Binding Effect</u>. 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 or 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.

14. <u>Law-Venue</u>. 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 Douglas County, Washington.

15. <u>Attorney Fees and Costs</u>. 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.

16. <u>Compliance</u>. 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 Project.

17. <u>Non-Waiver</u>. 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.

18. <u>Implementation</u>. Each party shall, upon written request of the other party, take such action (including, but not limited to, the execution, acknowledging and delivery of documents) as may be reasonably required for the implementation or continuing performance of this agreement.

19. <u>Invalid Provision</u>. 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.

20. <u>Survival</u>. 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 Project.

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

day of 2009.

CITY OF BRIDGEPORT, WASHINGTON A Municipal Corporation

Hardie

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

By T. James Davis vnn M. Heminger Bv Ronald E. Skagen

City of Bridgeport Agreement

STATE OF WASHINGTON) ss. COUNTY OF Rouglas)

I certify that I know or have satisfactory evidence that \underline{Steven} \underline{Jen} $\underline{Je$

Dated this 18 . 2009. rinted Name Do RY PUBLIC WASH My appointment expires 8|5|20|3

STATE OF WASHINGTON) ss. COUNTY OF

湯月

I certify that I know or have satisfactory evidence that USA UW = 0is 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 UWCC UWCC of City of Bridgeport to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 10 day of , 2009. Typed/Printed Name NOTARY PUBLIC In and for the State of Washington My appointment expires _

STATE OF WASHINGTON COUNTY OF Douglas) ss.

COUNTY OF Duglas

I certify that I know or have satisfactory evidence that <u>Joyce Jean</u> <u>Hurdle</u> _______ 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 _______ of City of Bridgeport to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

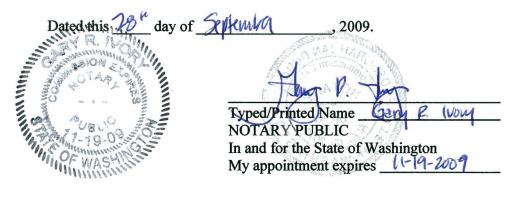
2009 Dated t day of HJAN Typed/Printed Name NOTARY PUBLIC In and for the State of Washington My appointment expires _ STATE OF WASHINGTON)) ss.

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 28 day of September 2009. Typed/Printed Name NOTARY PUBLIC In and for the State of Washington My appointment expires 11-19 - 1009

STATE OF WASHINGTON) COUNTY OF Dure 125)

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.



STATE OF WASHINGTON)) ss. COUNTY OF Ling 5

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 25th day of Septem 2009. Typed/Printed Name 111 11200 NOTARY PUBLIC In and for the State of Washington My appointment expires 1 19-2004

Page 10

Exhibit A

EXHIBIT A



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

Phone: 509.689.2529 Fax: 509.689.2520

www.erlandsen.com

Bridgeport-Marina Park

Town of Bridgeport - Ownership

Those portions of Blocks J, K, and L of Riverside Addition to the Town of Bridgeport, as shown on a map on file in Book 'A' of Plats, at page 261 thereof, records of the Auditor of Douglas County, Washington, lying Southwesterly of the Wells Hydroelectric Project Boundary as show on a map recorded Oct. 11, 1965 as Auditor's File No.144107 and also shown on a Record of Survey recorded in Book 29/25, pages 65 through 70, both records of the Auditor of Douglas County, Washington, TOGETHER WITH those portions of the following described streets:

That portion of Jefferson Street lying Northeasterly of the centerline of said Jefferson Street and being bounded on the Northwest by the Northwesterly line of vacated 7th street and bounded on the Southeast by the Southeasterly line of vacated 10th Street.

That portion of vacated 7th Street bounded on the Northeast by said Wells Hydroelectric Project Boundary and bounded on the Southwest by the centerline of said Jefferson Street;

That portion of vacated 8th Street bounded on the Northeast by said Wells Hydroelectric Project Boundary and bounded on the Southwest by the centerline of said Jefferson Street;

That portion of vacated 9th Street bounded on the Northeast by said Wells Hydroelectric Project Boundary and bounded on the Southwest by the centerline of said Jefferson Street;

That portion of vacated 10th Street bounded on the Northeast by said Wells Hydroelectric Project Boundary and bounded on the Southwest by the centerline of said Jefferson Street;

EXCEPTING therefrom, that certain parcel of land described in a Warranty Deed in favor of the United States of America, recorded April 2, 1962 as Auditor's File Number 135666, records of the Auditor of Douglas County, Washington.



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

Phone:509.689.2529Fax:509.689.2520

www.erlandsen.com



Prepared by: DCW Checked by: RCS Date: 6/18/2009 **BLANK PAGE**

City of Bridgeport Agreement

Exhibit B

EXHIBIT B

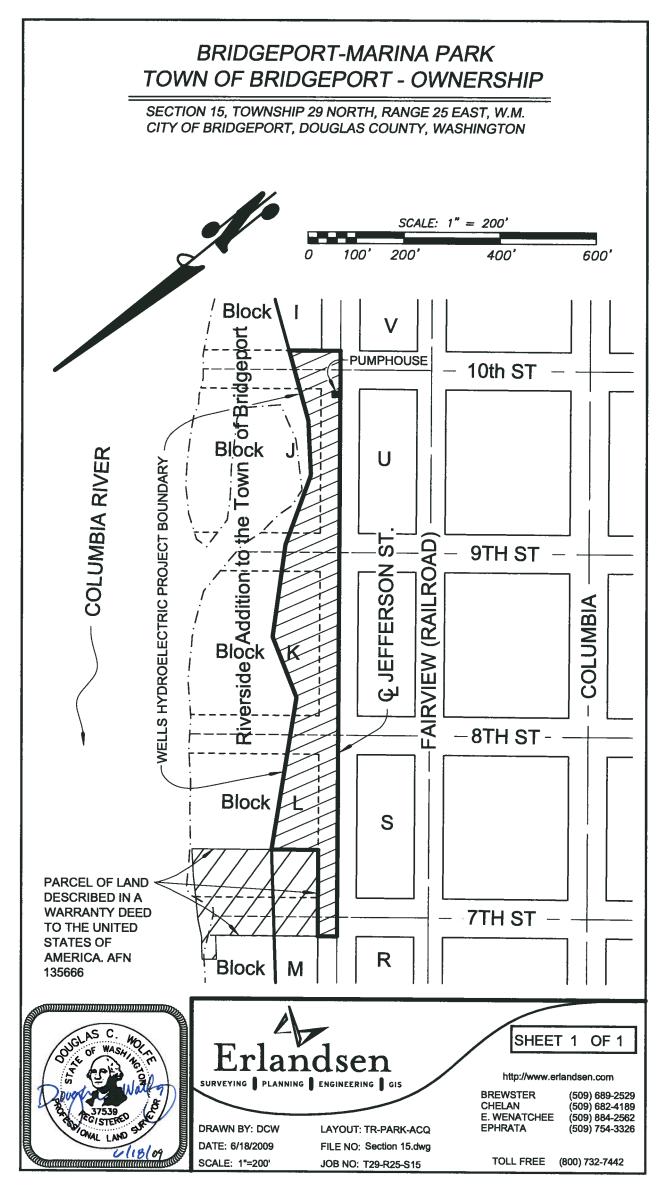


Exhibit C

EXHIBIT C



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

Phone: 509.689.2529 Fax: 509.689.2520

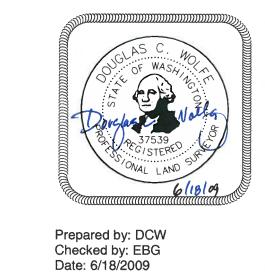
www.erlandsen.com

Bridgeport – Marina Park

P.U.D. No. 1 of Douglas County Ownership

Those portions of vacated 8th, 9th and 10th streets, and Blocks J, K, and L of Riverside Addition to the Town of Bridgeport, as shown on a map on file in Book 'A' of Plats, at page 261 thereof, records of the Auditor of Douglas County, Washington, lying Northeasterly of the Wells Hydroelectric Project Boundary as shown on a map recorded Oct. 11, 1965 as Auditor's File No.144107 and also shown on a Record of Survey recorded in Book 29/25, pages 65 through 70, both records of the Auditor of Douglas County, Washington.

EXCEPTING therefrom, that certain parcel of land described in a Warranty Deed in favor of the United States of America, recorded April 2, 1962 as Auditor's File Number 135666, records of the Auditor of Douglas County, Washington.



Prepared by: DCW Checked by: EBG Date: 6/18/2009

Exhibit D

EXHIBIT D

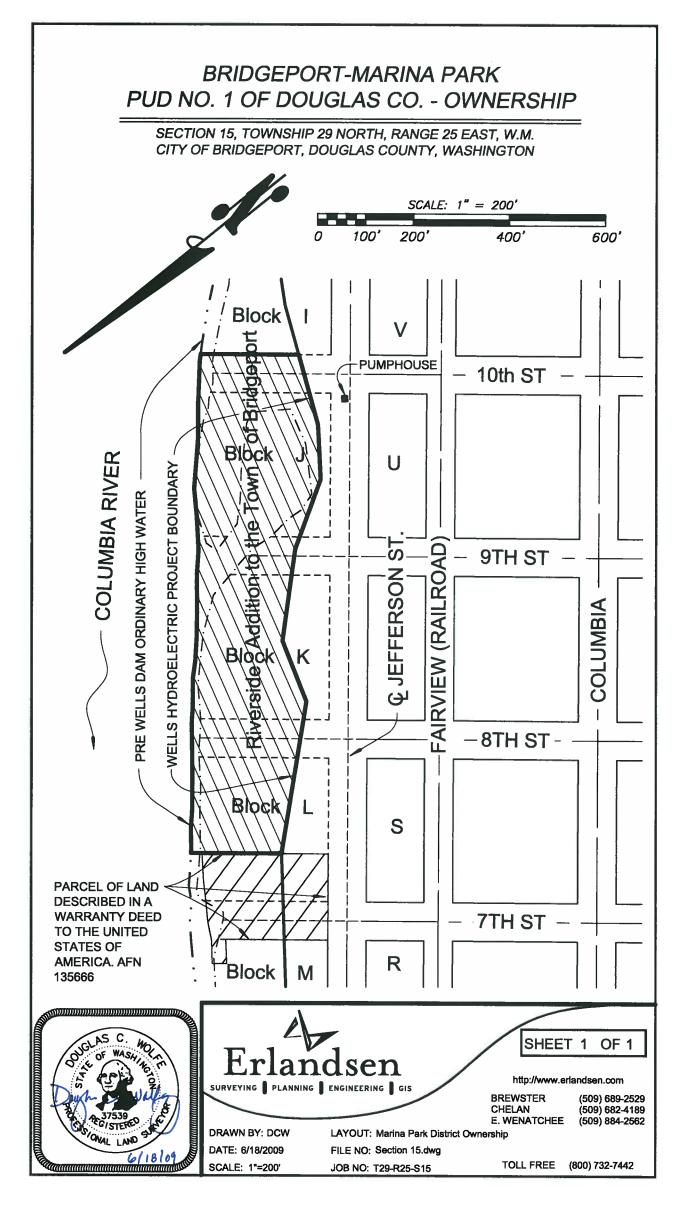


Exhibit E

Return Address:

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

| 1 | EASEMENT | | | | |
|----|---|--|--|--|--|
| 2 | (for Recreational Resources) | | | | |
| 3 | Grantor (City): City of Bridgeport, a Washington municipal corporation Grantee (District): Public Utility District No. 1 of Douglas County, Washington, a Washington | | | | |
| 4 | municipal corporation Legal Description (abbreviated): Burdened Property: Portions of Blocks J, K and L of Riverside Addition and City of Bridgeport, Douglas County, Washington. Additional legal on page | | | | |
| 5 | 2. | | | | |
| 6 | Assessor's Tax Parcel ID#: Burdened Property: | | | | |
| 7 | Parties | | | | |
| 8 | 1.1 <u>City</u> . City of Bridgeport, a Washington municipal corporation. | | | | |
| 9 | 1.2 <u>District</u> . Public Utility District No. 1 of Douglas County, Washington, a | | | | |
| 10 | Washington municipal corporation. | | | | |
| 11 | Easement | | | | |
| 12 | 2.1 Grant of Easement. City hereby conveys and warrants to District a | | | | |
| 13 | nonexclusive easement as described herein of the type described herein for the purposes | | | | |
| 14 | described herein. | | | | |
| 15 | 2.2 <u>Purpose</u> . The purpose of this easement is for the use of recreational | | | | |
| 16 | facilities known as Bridgeport Marina Park as a project recreation site of the District. | | | | |
| 17 | 2.3 <u>Consideration</u> . This easement is for and in consideration of the District's | | | | |
| 18 | agreement to be responsible for major maintenance and capital improvements to the facilities as | | | | |
| 19 | detailed by separate agreement between the parties. | | | | |
| 20 | | | | | |
| | EASEMENT (For Recreational Resources) Jeffers, Danielson, Sonn & Aylward, P.S. Attorneys at Law Page 1 2600 Chester Kimm Road / P.O. Box 1688 Wenatchee, WA 98807-1688 (509) 662-3685 / (509) 662-2452 FAX | | | | |

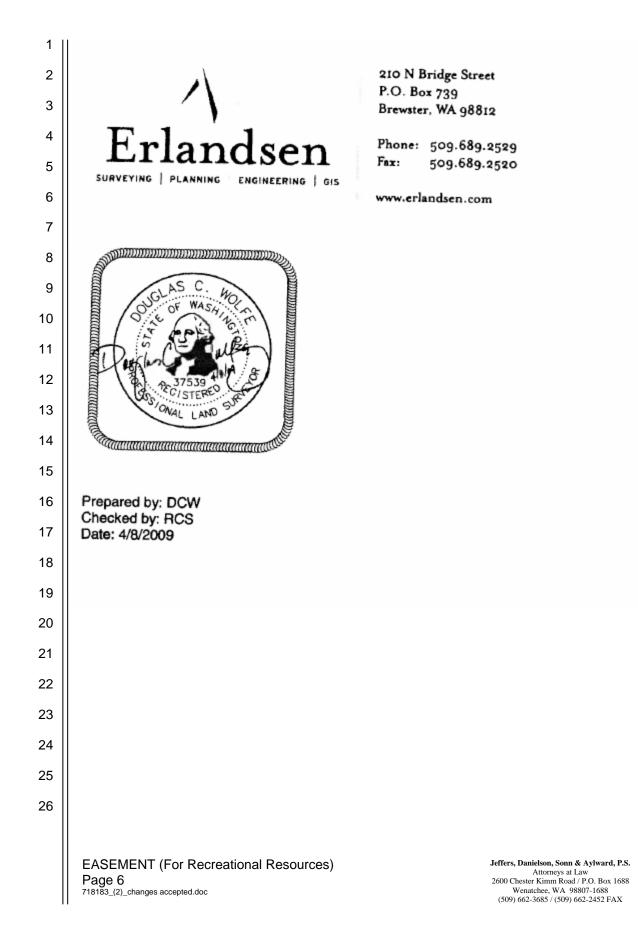
| 1 | 2.4 <u>Benefited Property</u> . This easement is to benefit the Wells Hydroelectric | | | |
|----|---|--|--|--|
| 2 | Project No. 2149. | | | |
| 3 | 2.5 <u>Burdened Property</u> . This easement is to burden the following described | | | |
| 4 | real property situated in the County of Douglas, State of Washington: | | | |
| 5 | The property described on Exhibit A and depicted on Exhibit B. | | | |
| 6 | 2.6 Location of Easement. The location of the easement is described as | | | |
| 7 | follows: | | | |
| 8 | The property described on Exhibit A and depicted on Exhibit B. | | | |
| 9 | 2.7 <u>Term of Easement</u> . The term of this easement is for the term of the | | | |
| 10 | District's License No. 2149 from the Federal Energy Regulatory Commission, any extension of | | | |
| 11 | that license or any new license granted to the District. | | | |
| 12 | 2.8 <u>Maintenance and Repair</u> . The cost of any maintenance and repair of the | | | |
| 13 | above easement is covered by separate agreement. | | | |
| 14 | 2.9 <u>Attorney Fees and Costs</u> . In the event any party employs legal counsel to | | | |
| 15 | enforce any covenant of this easement, or to pursue any other remedy on default as provided | | | |
| 16 | herein, or by law, the substantially prevailing party shall be entitled to recover all reasonable | | | |
| 17 | attorneys' fees, appraisal fees, title search fees, other necessary expert witness fees and all other | | | |
| 18 | costs and expenses not limited to court action. Such sum shall be included in any judgment or | | | |
| 19 | decree entered. | | | |
| 20 | 2.10 <u>Appurtenant Easement</u> . The benefits and burdens granted and imposed | | | |
| 21 | by this instrument shall run with the lands described herein. | | | |
| 22 | 2.11 <u>Venue</u> . The venue of any action taken to enforce any part of this | | | |
| 23 | easement shall be in Douglas County, Washington. | | | |
| 24 | 2.12 <u>Number; Gender; Permissive Versus Mandatory Usage</u> . Where the | | | |
| 25 | context permits, references to the singular shall include the plural and vice versa, and to the | | | |
| 26 | neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an | | | |
| | EASEMENT (For Recreational Resources) Jeffers, Danielson, Sonn & Aylward, P.S. Attroneys at Law Page 2 2600 Chester Kimm Road / P.O. Box 1688 718183_(2)_changes accepted.doc Wenatchee, WA 98807-1688 | | | |

1 option or privilege and shall impose no obligation upon the party which may exercise such option 2 or privilege; use of the word "shall" shall denote a duty or an obligation. 3 Captions and Construction. The captions in this Easement are for the 2.13 4 convenience of the reader and are not to be considered in the interpretation of its terms. 5 "CITY" 6 CITY OF BRIDGEPORT A Washington Municipality 7 8 Bv 9 10 Date: 11 "DISTRICT" 12 PUBLIC UTILITY DISTRICT NO. 1 13 OF DOUGLAS COUNTY A Washington Municipality 14 15 By 16 William C. Dobbins, General Manager stember 17 DD9 Date: 18 19 20 21 22 23 24 25 26 Jeffers, Danielson, Sonn & Aylward, P.S. EASEMENT (For Recreational Resources) Attorneys at Law 2600 Chester Kimm Road / P.O. Box 1688 Wenatchee, WA 98807-1688 (509) 662-3685 / (509) 662-2452 FAX Page 3 718183_(2)_changes accepted.doc

1 STATE OF WASHINGTON SS. COUNTY OF DUND 2 3 I certify that I know or have satisfactory evidence that William C. is the person who appeared before me and said person acknowledged that he/she signed this 4 instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the of City of Bridgeport to be the free and voluntary 5 act of such party for the uses and purposes mentioned in the instrument. 6 Dated this _____ day of __ 2009. 7 8 Typed/Printed Name 9 NOTARY PUBLIC In and for the State of Washington 10 My appointment expires ____ 11 STATE OF WASHINGTON 12) ss. COUNTY OF 13 I certify that I know or have satisfactory evidence that William C. Dobbins is the 14 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 15 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. 16 Dated this 25 embe dav of 2009. 17 18 19 Typed/Printed Name 11/11/10 NOTARY PUBLIC 20 In and for the State of Washington My appointment expires 21 22 23 24 25 26 Jeffers, Danielson, Sonn & Aylward, P.S. EASEMENT (For Recreational Resources) Attorney's at Law 2600 Chester Kimm Road / P.O. Box 1688 Wenatchee, WA 98807-1688 (509) 662-3685 / (509) 662-2452 FAX Page 4 718183_(2)_changes accepted.doc

Page 24

| 1 | | | | |
|----------|--|--|---|--|
| 2 | | | | |
| 3 | | 210 N Bridge Street P.O. Box 739 | | |
| 4 | | Brewster, WA 98812 | | |
| 5 | Erlandsen | Phone: 509.689.2529 Fax: 509.689.2520 | | |
| 6 | SURVEYING PLANNING ENGINEERING GIS | www.erlandsen.com | | |
| 7 | | | | |
| | Bridgeport-Marina | | | |
| 8 | Tracts 919, 920, 921, 922, & 930 | | | |
| 9 | Exhibit 'A' | | | |
| 10 | Those portions of Blocks J, K, and L of F shown on a man on file in Book M of File | verside Addition to the Town of Bridgeport, as | | |
| 11 | of Douglas County, Washington, Iving So | ats, at page 261 thereof, i outbwesterly of the Wells | Ile Hudroologtain Dations | |
| 12 | Boundary as show on a map recorded Oct. 11, 1965 as Auditor's File No.144107 and also shown on a Record of Survey recorded in Book 29/25, pages 65 through 70, both records of the Auditor of Douglas County, Washington, TOGETHER WITH those portions of the following described streets: | | | |
| 13 | | | | |
| 14 | That portion of Jefferson Street lying Northeasterly of the centerline of said Jefferson Street and being bounded on the Northwest by the Northwesterly line of vacated 7 th street and bounded on the Southeast by the Southeasterly line of vacated 10 th Street. | | | |
| 15 | | | | |
| 16 17 | That portion of vacated 7 th Street bounded on the Northeast by said Wells Hydroelectric Project Boundary and bounded on the Southwest by the centerline of said Jefferson Street; | | | |
| 18 | | | | |
| 19 | That portion of vacated 8 th Street bounded on the Northeast by said Wells Hydroelectric Project Boundary and bounded on the Southwest by the centerline of said Jefferson Street; | | | |
| 20 | That portion of vacated 9 th Street bounded on the Northeast by said Wells Hydroelectric Project Boundary and bounded on the Southwest by the centerline of said Jefferson Street; | | d Wollo Uudroolootat | |
| 21 | | | of said Jefferson | |
| 22 | That portion of vacated 10 th Street bounded on the Northeast by said Wells Hydroelectric Project Boundary and bounded on the Southwest builts | | id Wells Hydroelectric | |
| 23 | Street; | hwest by the centerline of said Jefferson | | |
| 24 | EXCEPTING therefrom, that certain parcel of land described in a Warranty Deed in favor of the United States of America, recorded April 2, 1962 as Auditor's File Number 135666, records of the Auditor of Douglas County, Washington. | | arranty Deed in favor | |
| 25 | | | File Number | |
| 26 | | | | |
| | | | | |
| | EASEMENT (For Recreational Resources) Page 5 718183_(2)_changes accepted.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 | |



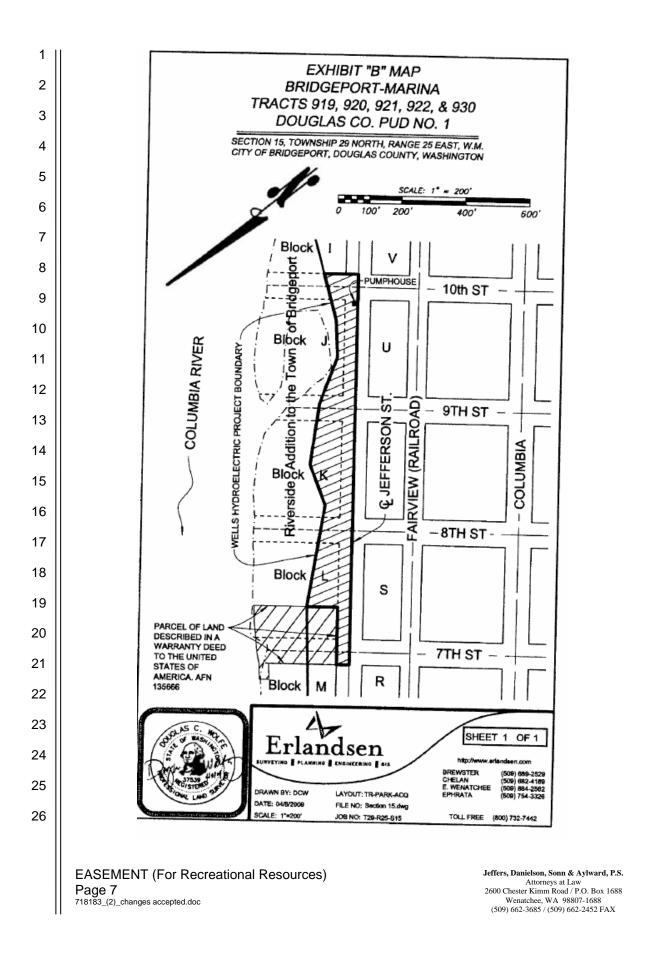


Exhibit F

Exhibit F

Marina Park Operation and Maintenance Standards

| Maintenance Activity | Frequency |
|--|--|
| Buildings/restrooms/shelters: Structures | During the high-use season (April – October), all facilities will be |
| will be sanitary and maintained in good | inspected at regular intervals (several times per week, as necessary). |
| repair. If a structure is deemed in need of | During the low-use season, facilities such as those located in the |
| repair, it will be closed until repairs are | cities will be inspected less frequently but at regular intervals, and |
| completed. | dispersed facilities will be inspected periodically. |
| | The interior and exterior of all structures will be painted as needed; this is expected to be about every three years. Buildings will receive structural inspection at least once in 10 years, |
| | unless a safety issue is reported and confirmed sooner. |
| Boat Ramps : Surfaces are to be kept in good and serviceable condition, and free of | Boat ramps will be inspected at regular intervals during the high-use season of April through November. |
| debris. | season of April unough November. |
| Boat Docks and swimming platforms: | Docks will be inspected for wear, obstacles, and damage/vandalism |
| Dock and platform surfaces, hardware, | at regular intervals. Maintenance and repairs will be performed on |
| bumper strips, and other components will be | an as-needed basis. |
| maintained to provide safe and effective use. | |
| Picnic sites/camp sites: Inspect for | Picnic sites/camp sites will be inspected frequently (daily or weekly) |
| cleanliness, damage, and vandalism. Tables | during April through September, weekly or as needed in October and |
| will be sturdy and ready for use. Grills and | November and intermittently during the remainder of the year. |
| fire pits will be in good working condition. | |
| Trash/litter collection : The park areas will | Trash containers will be emptied at least once per week at city |
| be kept clean. Trash containers will be emptied regularly. | facilities and at least once every two weeks at dispersed facilities. |
| emplied regularly. | Trash containers will also be emptied following holiday weekends during April through November. |
| Trails : Trail surfaces will be maintained in | Trails will be inspected weekly during the April through November |
| good condition and barriers will be removed | season and intermittently the remainder of the year. |
| to allow use of the trail. Trees and shrubs | 5 |
| along the trails will be trimmed or removed | |
| seasonally and weeds will be controlled as | |
| needed. | |
| Park grounds/turf: Grass areas and | Grass in parks will be mowed regularly. Roadsides and other natural |
| gardens will be kept up through use of | areas at park facilities will be mowed as needed. |
| 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. | |
| Snow removal : Snow will be removed from | Snow will be removed within one day or as soon as feasible |
| roads, parking areas, and the boat launch. | following a snow event. |