



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

Contract No. 115-10

Caring for
your natural resources
... now and forever

July 30, 2010

Rosario Viera, Administrative Assistant
PUD No. 1 of Franklin County
PO Box 2407
Pasco, WA 99301

Debby Barham, Deputy City Clerk
City of Richland
PO Box 190, MS-05
Richland, WA 99352

Subject: Aquatic Lands Easement Assignment No. 51-076683

Dear Ms. Viera and Ms. Barham:

Enclosed is a final copy of Aquatic Lands Easement Assignment No. 51-076683
for each of your records.

Please contact Aquatic Land Manager Cindy Preston at (509) 925-0969 or via email at
cindy.preston@dnr.wa.gov, if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Mindi Bond".

Mindi Bond, Natural Resource Technician
Aquatic Resources Division/Rivers District

Enclosures: 1 to each recipient

cc: District File No. 51-076683
TRO File No. 51-076683

RECEIVED

AUG - 2 2010

RICHLAND CITY CLERK



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

NOTICE OF AND CONSENT TO ASSIGNMENT OF EASEMENT

AGREEMENT NO. 51-076683

THIS AGREEMENT is made by and between CITY OF RICHLAND, a government agency/entity, whose address is PO Box 190, Richland, WA 99352 ("Assignor") and PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, a government agency/entity, whose address is PO Box 2407, Pasco, WA 99301 ("Assignee").

BACKGROUND

- A. Easement No. 51-076683 was entered into on the 1st day of November, 2004, by and between CITY OF RICHLAND as Grantee and the STATE OF WASHINGTON, acting through the Department of Natural Resources, as landlord ("State"), and recorded with the Benton County Auditor's office under recording number 2005-028578, and recorded with the Franklin County Auditor's office under recording number 1747845 (the "Easement").
- B. Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Grantee under the Easement. Assignor acknowledges the receipt and adequacy of consideration given by Assignee for this assignment. The Easement prohibits an assignment without State's consent. State is willing to give its consent based upon the assurances and agreements made in this Agreement.

THEREFORE, the parties agree as follows:

SECTION 1 NOTICE OF ASSIGNMENT

Assignor gives notice of its intent to assign all of its rights, title, and interest as Grantee under the Easement to Assignee effective the 1st day of April, 2010, for the balance of the Easement term as provided in the Easement.

SECTION 2 ACCEPTANCE AND INDEMNIFICATION

Assignee gives notice of its intent to assume the obligations as Grantee under the Easement, and agrees to faithfully perform and discharge those obligations according to the terms of the Easement.

SECTION 3 NO RELEASE

State is not releasing Assignor from fully performing the provisions of the Easement. Assignor remains liable to State to the same extent as if no assignment had been made.

SECTION 4 MODIFICATION OF LEASE AT TIME OF ASSIGNMENT

Assignor agrees that State and Assignee may change, modify, or amend the Easement in any way, including the rent to be paid. The assignment and any modification or amendment to the Easement shall occur contemporaneously. Assignee acknowledges receipt of a copy of the Easement and any previous or contemporaneous amendments. Assignor acknowledges receipt of a copy of the amended Easement. Further assignments may be made, without notice to or consent of Assignor, and without in any manner releasing or relieving Assignor from liability under the Easement. Assignor shall remain liable under all the terms, covenants, and conditions of the Easement as originally executed to the end of the term of the Easement.

SECTION 5 WARRANTIES

Assignor represents and warrants to State and to Assignee that (i) the Easement is in full force and effect; (ii) Assignor is not in default or breach of the Easement (iii) Assignor has no knowledge of any claims, offsets, or defenses of any Grantee under the Easement; (iv) rents due subsequent to this assignment have not been paid in advance by any Grantee; and, (v) to the best of Assignor's knowledge, the property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws. Assignor shall defend, indemnify and hold State harmless from any breach of the foregoing warranties and from any claims or causes of action, known or unknown, of Assignor that have or may arise from circumstances that precede this assignment.

SECTION 6 NOTICE

Assignor instructs State to send all future notices to Assignee. Assignee has the obligation to keep Assignor informed about the activities on the property and Assignee's performance of its obligations under the Easement. Assignee shall send to Assignor copies of any notices it receives or sends to State. Assignor has the obligation to remain informed of Assignee's activities on the property, Assignee's performance of its obligations under the Easement, and Assignee's financial condition. State has no obligation to provide Assignor any notice or information concerning the Easement or Assignee and Assignor shall not rely on State to inform Assignor.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

ASSIGNOR:

ASSIGNEE:

CITY OF RICHLAND

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

By: Cynthia D. Johnson
CYNTHIA D. JOHNSON
City Manager

By: Ed Brost
ED BROST
General Manager

Dated: 5-24-10, 20

Dated: 6/22, 20 10

102
5/19/10

CONSENT TO ASSIGNMENT BY STATE

In consideration of the foregoing, State consents to the Assignment of the Easement to Assignee. However, State expressly conditions this consent on the understanding that neither State's consent nor its collection of rent from Assignee shall be a waiver of the covenant against future assignments or subletting. Furthermore, State's acceptance of Assignee as Grantee shall not be construed as releasing Assignor from full performance of the provisions of the Easement. Except as set forth in this Agreement, no provision of this consent alters or modifies any of the terms and conditions of the Easement, including the requirement that the written consent of the State be obtained before any further assignment of the Easement or subletting of the property occurs.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: July 7, 2010

By: Peter Goldmark
PETER GOLDMARK
Commissioner of Public Lands

Approved as to Form January 2004
by Mike Grossmann
Assistant Attorney General
State of Washington



REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

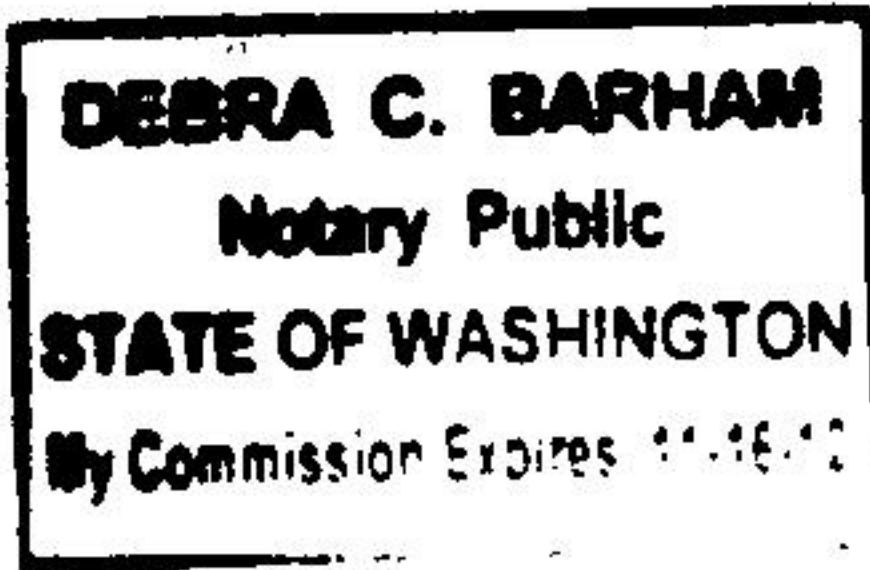
I certify that I know or have satisfactory evidence that CYNTHIA D. JOHNSON is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the City Manager of City of Richland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

Dated: 5/24/10

Debra C. Barham
(Signature)

(Seal or stamp)

DEBRA C. BARHAM
(Print Name)



Notary Public in and for the State of Washington,
residing at BENTON COUNTY

My appointment expires 11/16/12

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

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

Dated: 6/22/10

(Seal or stamp)

Susan Bauer

(Signature)

SUSAN K BAUER

(Print Name)

Notary Public in and for the State of Washington,
residing at Franklin County, Rosco, WA

My appointment expires 7/1/11

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that PETER GOLDMARK 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 Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7-9-2010

(Seal or stamp)



Brenda Jean Treadwell

(Signature)

Brenda Jean Treadwell

(Print Name)

Notary Public in and for the State of Washington,
residing at Olympia

My appointment expires 2-25-2012



OFFICE OF THE CITY CLERK MS-05

509-942-7388 Telephone

509-942-7379 Fax

505 Swift Boulevard, P.O. Box 190 Richland, WA 99352

www.ci.richland.wa.us

June 7, 2010

Department of Natural Resources
Attn: Mindi Bond, Natural Resource Technician
Aquatic Resources Division/Rivers District
P.O. Box 280
Castle Rock, WA 98611

Subject: Aquatic Lands Easement Assignment No. 51-076683

Dear Ms. Bond:

Enclosed are the three originals of the Aquatic Lands Easement Assignment No. 51-076683 for Commissioner Peter Goldmark's signature, as well as Franklin County Public Utility District General Manager Ed Brost's signature. The Richland City Council approved and authorized City Manager Johnson to sign this easement assignment on April 20, 2010.

Please return the executed easement to the attention of:

Debby Barham, Deputy City Clerk
City of Richland
P.O. Box 190, MS-05
Richland, WA 99352

Upon receipt of the executed easement, it will be recorded with the Benton County Auditor's Office and Franklin County Auditor's Office. A copy of the recorded easement will be returned to you.

Please contact me if you have any questions.

Sincerely,

Debby Barham, CMC
Deputy City Clerk

Enclosures: Three original signed Aquatic Lands Lease Renewals

cc: Gary Ballew, Economic Development Manager

8/3/10

Per Cindy Preston,
No need to get the
Easement No. 51-076683
recorded w/ the County



May 13, 2010

Cynthia Johnson, City Manager
City of Richland
PO Box 190
Richland, WA 99352

RECEIVED
MAY 17 2010
CITY MANAGER'S
OFFICE

Subject: Aquatic Lands Easement Assignment No. 51-076683

Dear Ms. Johnson:

Enclosed are three (3) identical originals of Aquatic Lands Easement Assignment No. 51-076683 for your review. If they meet with your approval, please sign and date both copies and return them within thirty (30) days to:

Department of Natural Resources
Aquatic Resources Division/Rivers District
PO Box 280
Castle Rock, WA 98611

Please note that your signature must be notarized. Each Easement Assignment document contains a certificate of acknowledgement for this purpose.

Once you have signed and returned both Easement Assignment documents, they will be sent to PUD No. 1 of Franklin County for their signature as well.

Upon receiving the items listed above and completion of our final evaluation at the staff level, we will submit them to DNR management for their review and final execution.

Department of Natural Resources notes that the fiber optic cable has not been placed within, but adjacent to, the Qwest Communications conduit as noted in Exhibit B of Easement No. 51-076683.

City of Richland
May 13, 2010
Page 2 of 2

Please contact Aquatic Land Manager Cindy Preston at (509) 925-0969 or via email at cindy.preston@dnr.wa.gov, if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Mindi Bond". The signature is written in a cursive, slightly slanted style.

Mindi Bond, Natural Resource Technician
Aquatic Resources Division/Rivers District

Enclosures (3)

cc: Ed Brost, General Manager, PUD No. 1 of Franklin County, PO Box 2407, Pasco, WA 99301
District File No. 51-076683
TRO File No. 51-076683



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

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Assignee gives notice of its intent to assume the obligations as Grantee under the Easement, and agrees to faithfully perform and discharge those obligations according to the terms of the Easement.

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SECTION 5 WARRANTIES

Assignor represents and warrants to State and to Assignee that (i) the Easement is in full force and effect; (ii) Assignor is not in default or breach of the Easement (iii) Assignor has no knowledge of any claims, offsets, or defenses of any Grantee under the Easement; (iv) rents due subsequent to this assignment have not been paid in advance by any Grantee; and, (v) to the best of Assignor's knowledge, the property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws. Assignor shall defend, indemnify and hold State harmless from any breach of the foregoing warranties and from any claims or causes of action, known or unknown, of Assignor that have or may arise from circumstances that precede this assignment.

SECTION 6 NOTICE

Assignor instructs State to send all future notices to Assignee. Assignee has the obligation to keep Assignor informed about the activities on the property and Assignee's performance of its obligations under the Easement. Assignee shall send to Assignor copies of any notices it receives or sends to State. Assignor has the obligation to remain informed of Assignee's activities on the property, Assignee's performance of its obligations under the Easement, and Assignee's financial condition. State has no obligation to provide Assignor any notice or information concerning the Easement or Assignee and Assignor shall not rely on State to inform Assignor.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

ASSIGNOR:

ASSIGNEE:

CITY OF RICHLAND

PUBLIC UTILITY DISTRICT NO. 1 OF
FRANKLIN COUNTY

By: *C. Johnson*
CYNTHIA D. JOHNSON
City Manager

By: _____
ED BROST
General Manager

Dated: 5-24-10, 20__

Dated: _____, 20__

SDZ
5/19/10

CONSENT TO ASSIGNMENT BY STATE

In consideration of the foregoing, State consents to the Assignment of the Easement to Assignee. However, State expressly conditions this consent on the understanding that neither State's consent nor its collection of rent from Assignee shall be a waiver of the covenant against future assignments or subletting. Furthermore, State's acceptance of Assignee as Grantee shall not be construed as releasing Assignor from full performance of the provisions of the Easement. Except as set forth in this Agreement, no provision of this consent alters or modifies any of the terms and conditions of the Easement, including the requirement that the written consent of the State be obtained before any further assignment of the Easement or subletting of the property occurs.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____

By: _____
PETER GOLDMARK
Commissioner of Public Lands

Approved as to Form January 2004
by Mike Grossmann
Assistant Attorney General
State of Washington

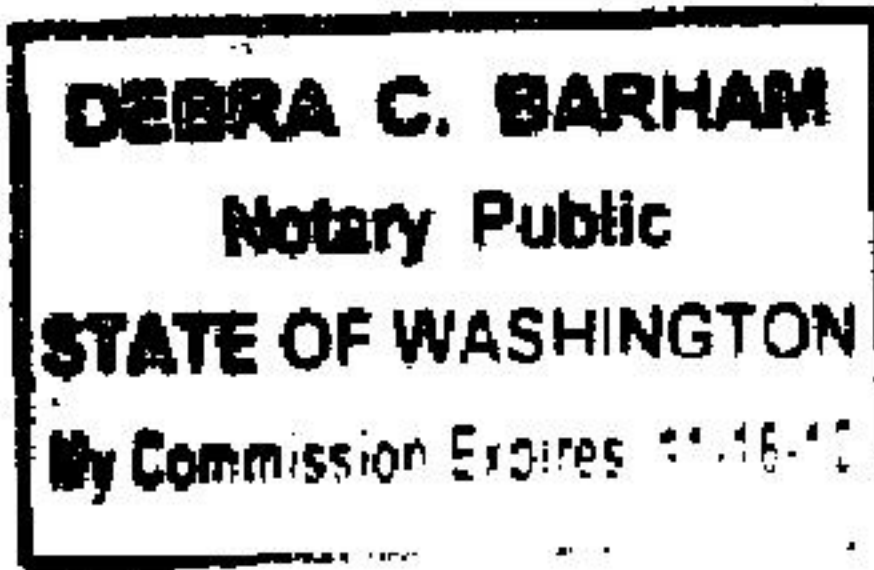
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

Dated: 5/24/10

(Seal or stamp)



Debra C. Barham
(Signature)

DEBRA C. BARHAM
(Print Name)

Notary Public in and for the State of Washington,
residing at BENTON COUNTY

My appointment expires 11/16/12

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

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

Dated: _____
(Seal or stamp)

(Signature)

(Print Name)

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

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that PETER GOLDMARK 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 Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

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

My appointment expires _____