

**RIGHT OF ACCESS PERMIT
AMENDMENT NO. 2**

This Amendment No. 2 to the Right of Access Permit ("Permit") between Cascade Water Alliance ("Grantor"), a Washington municipal corporation, and Soos Creek Water and Sewer District ("Grantee"), a Washington municipal corporation, as fully executed in January 2016, and as amended by Amendment No. 1 on June 14, 2016, is dated this ___ day of December 2016.

WHEREAS, Grantor and Grantee agreed to terms and conditions set forth in the Permit in order to allow Grantee and its agents and consultants to conduct Activities on the Property owned by Grantor as specified in the Permit; and

WHEREAS, Grantee has requested modification of those Activities on the Property authorized under the Permit; and

WHEREAS, Grantee has requested an extension of time to continue the Activities on the Property allowed under the Permit.

NOW, THEREFORE, for the considerations hereinafter set forth, and the understanding of each party to the other, Grantor and Grantee, acting as aforesaid and each binding itself, its successors and assigns, do mutually agree to amend the Permit accordance with Paragraph 12 as follows:

In Section 1, replace the identified activities ("Activities") authorized by the Permit with the following:

The use of the existing access road/driveway across the Property defined below from Southeast 272nd Street (Kent-Kangley Road) to the adjacent property, King County Parcel Number 3522059172, for trucks, hauling equipment and materials, and other vehicles associated with Grantee's construction, use, and maintenance of a sewer lift station on the adjacent property and for no other purposes whatsoever.

Replace Section 9 with the following:

9. **Term.** Unless terminated earlier by Grantor's advance notice of termination to Grantee, this Permit shall automatically terminate upon the earlier of the completion of the Activities or June 30, 2017.

All other provisions of the Permit shall remain in force and unchanged.

**CASCADE WATER ALLIANCE,
GRANTOR**

**SOOS CREEK WATER AND SEWER
DISTRICT, GRANTEE**

By: _____
Michael A. Gagliardo
Director of Planning

By: 
Ron Speer
General Manager

RIGHT OF ACCESS PERMIT

This Right of Access Permit ("Permit") is made as of January 8, 2016 ("Effective Date") by and between **CASCADE WATER ALLIANCE**, a Washington municipal corporation ("Grantor"), and **SOOS CREEK WATER AND SEWER DISTRICT**, a Washington municipal corporation ("Grantee").

Grantor and Grantee hereby agree as follows:

1. **Permitted Activities.** On the terms set forth in this Permit and effective upon the mutual execution of this Permit, Grantee employees, agents and consultants and volunteers acting on Grantee's behalf ("Contractors") shall have the right to conduct the following identified activities on the property owned by the Grantor (hereinafter, the "Activities"):

The use of the existing access road/driveway across the Property defined below from Southeast 272nd Street (Kent-Kangley Road) to the adjacent property, King County Parcel Number 3522059172, for trucks, hauling equipment and materials, and other vehicles associated with Grantee's construction of a sewer lift station on the adjacent property and for no other purposes whatsoever.

Following execution of this Permit and upon the Effective Date, the Grantor grants permission to the Grantee to conduct such Activities in the area generally described as follows (hereinafter, the "Property") and depicted on **Attachment A**:

That limited portion of King County Parcel Number 3522059173 delineated on Attachment A

2. **Conditions.** While conducting the Activities on the Property, Grantee shall not obstruct or interfere with access by Grantor's tenant on the Property; Grantor's employees, agents, consultants and volunteers; or other adjacent property owners who utilize the subject access road on the Property. The Grantor may inspect at any time the area where the Activities are taking place on the Property to ensure that such Activities do not interfere with the Grantor's ownership and use of the Property.

3. **Restoration.** Grantee will restore and return the Property substantially to its original condition after completion of the Activities at Grantee's sole expense. Grantee will promptly pay (and shall secure the discharge of any liens asserted by) all persons or entities furnishing any labor, services, materials, equipment, supplies or other items to or upon the area for the Grantee's benefit.

4. **Notices.** All notices or requests required under this Permit (a) shall be in writing, (b) shall be personally delivered or sent by email and (c) shall be deemed given when so delivered and received at all the addresses shown in Section 5 below.

5. **Contacts.**

Grantor:

Mr. Chris Paulucci
Business Manager
Cascade Water Alliance
520 112th Avenue NE, Suite 400
Bellevue, WA 98004
cpaulucci@cascadewater.org
Business (425) 453-0930
Cellular (206) 321-2901
Direct Dial (425) 453-0934

AND

Mr. Michael Gagliardo
Director of Planning
Cascade Water Alliance
520 112th Avenue NE, Suite 400
Bellevue, WA 98004
mgaqliardo@cascadewater.org
Business (425) 453-0930
Cellular (206) 790-9713
Direct Dial (425) 453-1503

Grantee:

Mr. Ron Speer
General Manager
Soos Creek Water and Sewer District
14616 SE 192nd Street
Renton, Washington 98058
rspeer@sooscreek.com
Phone: (253) 630-9900

6. Indemnification. Grantee shall keep the Property free from all liens and release, indemnify, defend and hold harmless Grantor and Grantor's officers, directors, shareholders, beneficiaries, elected representatives, members, partners, agents, employees and attorneys, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs, obligations of any nature, and any and all expenses of any nature (including, but not limited to, all losses, damages, judgments, and reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Grantor arising from any property damage to the Property of any kind whatsoever or injury to persons caused by the Grantee, including from or related to the actions or inactions of Grantee's employees or its Contractors or volunteers, and arising out of or in any way connected with their entry upon the Property and/or the performance of any of the Activities herein listed.

7. Insurance. Grantee shall carry and maintain, and shall require Contractors to carry and maintain, Commercial General liability insurance written on an occurrence basis with available limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, including death, and property damage combined. Such insurance shall be in a form and with insurers acceptable to Grantor, acting reasonably, and shall contain coverage for all premises and operations, broad form property damage and contractual liability. Any policy which provides the insurance required under this paragraph shall: (a) be endorsed to name Grantor, its affiliated entities and their respective directors, officers, employees, agents, and attorneys as additional insureds (the "Additional Insureds") with respect to any liability arising out of Grantee's or any Contractor's presence on or about the Property, (b) be endorsed to be primary to any insurance maintained by the Additional Insureds, (c) contain a severability of interest provision in favor of the Additional Insureds and (d) contain a waiver of any rights of subrogation against the Additional Insureds. If licensed vehicles will be used in connection with this Permit, Grantee shall carry and maintain, and shall ensure that any Contractor who uses licensed vehicles in connection with this Permit carries and maintains, Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less

than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Grantee shall cover or maintain, and shall require Contractor to cover or maintain, insurance in accordance with the applicable laws relating to workers' compensation, with respect to all of their respective employees working on or about the Property, regardless of whether such coverage of insurance is mandatory or merely elective under the law. **Within five (5) business days of executing this Permit, Grantee shall provide to Grantor, a certificate of insurance reflecting full compliance with the requirements set forth herein.** Such certificate and policy shall list Grantor as a certificate holder and shall be kept current and in compliance throughout the period of this Permit and shall provide for thirty (30) days' advance written notice to Grantor in the event of cancellation.

8. **Compliance with Laws.** In exercising its rights under this Permit, Grantee shall comply with all applicable laws and regulations now or hereafter enacted pertaining to the Property. **Further, Grantee is responsible for meeting all applicable federal, state and local safety and other codes, and for obtaining all applicable federal, state and local permits, licenses, or other authorizations required for such Activities (including, but not limited to, such laws or permits as may pertain to building, zoning, shoreline regulation, environmental protection or other matters pertaining to the general public health, safety and welfare). The Grantor makes no representation or warranty as to whether Grantee will need any other permits, licenses or other authorizations that may be required for such Activities. It is Grantee's responsibility to check with the governing jurisdictions and regulatory agencies.**

9. **Term.** Unless terminated earlier by Grantor's advance notice of termination to Grantee, this Permit shall automatically terminate upon the earlier of the completion of the Activities or June 30, 2016.

10. **Attorneys' Fees.** In any litigation or other proceeding arising out of this Permit, the substantially prevailing party shall be entitled to an award of its' reasonable attorneys' fees and other costs incurred therein.

11. **Counterparts.** This Permit may be executed in two or more identical counterparts, which together shall be deemed to be one original.

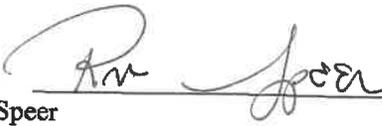
12. **Amendment: Assignment.** This Permit may only be amended or modified by a written instrument executed by both Grantor and Grantee. This Permit may not be assigned by either party except by a written instrument executed by both Grantor and Grantee.

EXECUTED as of the date first above written.

CASCADE WATER ALLIANCE,
GRANTOR

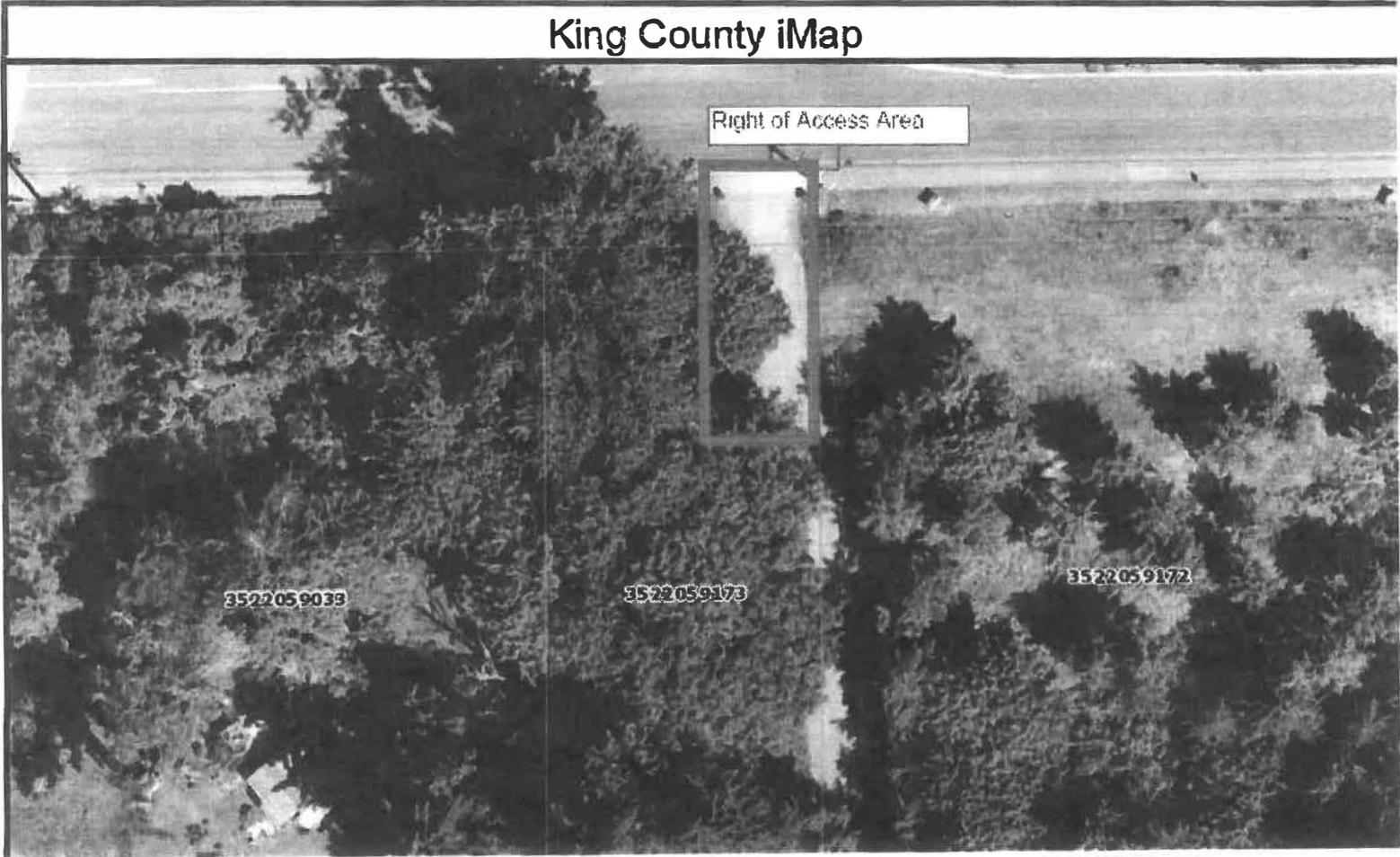
By: 
Michael A. Gagliardo
Director of Planning

SOOS CREEK WATER AND SEWER DISTRICT,
GRANTEE

By: 
Ron Speer
General Manager

Attachment A

King County iMap



EVIDENCE OF COVERAGE**INSURED/PARTICIPANT:**

Soos Creek Water & Sewer District
 PO Box 58039
 Renton, WA 98058-1039

Memorandum # 2016-00- 541

CERTIFICATE HOLDER:

Cascade Water Alliance
 Suite 400
 520 112th Avenue NE
 Bellevue, WA 98004

This is to certify that the Memorandum of Coverage has been issued to the the Member named above for the period indicated.

EFFECTIVE: September 1, 2015 to September 1, 2016

COVERAGE:**LIMIT****Comprehensive General Liability**

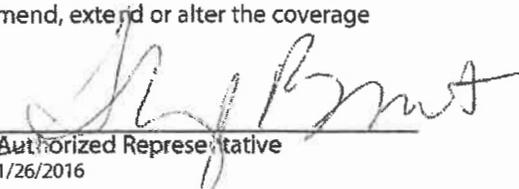
General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Personal Liability	\$ 2,000,000

Auto Liability

Combined Single Limit	\$ 2,000,000
Hired and Non-Owned Auto Coverage	\$ 2,000,000
Temporary Substitute Auto Coverage	\$ 2,000,000

Cascade Water Alliance, its affiliated entities and their respective directors, officers, employees, agents, and attorneys are additional covered parties in respects to the Right of Access Permit. Coverage is primary and non-contributory to the liability insurance maintained by the certificate holder. Coverage shall not be canceled without 30 days prior written notice to the certificate holder.

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.


 Authorized Representative
 1/26/2016

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 WASHINGTON

1610 S Technology Blvd, Suite 100 - Spokane Washington - 99224
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