



**Washington State
Department of Transportation**

Application for Permit or Franchise Request to Occupy State DOT Right of Way

Applicant - Please print or type all information							
Application is Hereby Made: <input type="checkbox"/> Category 1 Fee \$500 <input type="checkbox"/> Category 2 Fee \$300 <input checked="" type="checkbox"/> Category 3 Fee \$150							
<input checked="" type="checkbox"/> Permit <input type="checkbox"/> Franchise <input type="checkbox"/> Amendment <input type="checkbox"/> Consolidation Fee \$300 <input type="checkbox"/> Renewal Fee \$250 <input type="checkbox"/> General Permit No Fee							
Intended Use of State Right of Way is to Construct, Operate, and Maintain a: proposed buried 12" PVC water pipe crossing in a 16" iron casing. 4" R 6" R							
State Route Number 903		County Kittitas					
At Mile Post 8.2		From Mile Post			To Mile Post		
Beginning in The NE		1/4 of the NW		1/4 of Section 12		Township 20	
						North: Range 14	
						West/East W.M. East	
Ending in The		1/4 of the		1/4 of Section		Township	
						North: Range	
						West/East W.M. East	
Fees in the amount of \$ <u>150.00</u> are paid to defray the basic administrative expense incident to the processing of this application according to WAC 468-34 and/or RCW 47.32 and amendments. The applicant further promises to pay additional costs incurred by the Department on the behalf of the applicant.							
Checks or Money Orders are to be made payable to "Washington State Department of Transportation."							
Applicant Field Review Contact Person Name: <u>Clint Perry</u> <u>CELL 674.8956</u> Phone: <u>(509) 674-5979</u> <u>649.2492 FAX 649.2492</u>				Authorization to Occupy Only If Approved Below			
The Washington State Department of Transportation referred to as the "Department," hereby grants this document subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof:							
Evergreen Valley Water System Applicant (Referred to as Grantee) 1890 Nelson Siding Road Address Cle Elum, Washington 98922 City, State, Zip Code (509) 674-5979 Telephone X Applicant Authorized Signature Patrick D. Deneen Print or Type Name President Title Federal Tax ID Number or Social Security Number Dated this <u>6th</u> day of <u>November</u> , 1996				Exhibits Attached (Department Use Only) EXHIBIT "A". PAGES 1, 2 and 3, Special Provisions for Permits and Franchises. EXHIBIT "B". SHEET 1, Utility Facility Description. EXHIBIT "C". SHEET 1, Typical Jacking, Boring, or Auguring Detail. Construction of facilities proposed under this application shall begin within one year and must be completed within three years from the date of approval. Otherwise, this document shall become null and void.			
				Approval Revised 10/14/99 Department of Transportation By: Steven E. Graff Title: <u>Region Utility Engineer</u> Date: <u>November 6, 1996</u> <u>10/17/99 E</u>			
Grantee Reference (W.O.) Number		Permit Number <u>U5-1795</u>		Expiration Date			
		Franchise Number					
		Amendment Number		State Route <u>903</u>			

Complete 11/99
R

66-014-1



**Washington State
Department of Transportation**

District 5
P.O. Box 12560
Yakima, WA 98909-2560

Telephone: (509) 575-2526 / 575-2508
Fax: (509) 575-2558

Attention: District Utilities Engineer



**APPLICATION FOR PERMIT
OR FRANCHISE**

FOR DEPARTMENT USE ONLY

For counties: Yakima, Kittitas, Benton, Franklin, Walla
Walla, Columbia, Garfield, Asotin, and part of King

APPLICANT PLEASE PRINT OR TYPE ALL INFORMATION

APPLICATION IS
HEREBY MADE

☒ UTILITY PERMIT
FEE \$150.00

☐ UTILITY FRANCHISE
FEE \$500.00

☐ FRANCHISE NO.
FEE \$300.00

AMENDMENT NO.

FOR A:

☐ GENERAL PERMIT
NO FEE

☐ FRANCHISE CONSOLIDATION
FEE \$300.00

☐ FRANCHISE RENEWAL NO.
FEE \$250.00

Intended use of State Right of Way is to construct, operate, and maintain a

16" ^{Casing} Watermain from Industrial water well located
on North side of Highway 903 to rock crusher
on South side of Highway 903.

State Route No. 903

County Kittitas

At Mile Post 8.2 (Engineering Station 432+76) or/From Mile Post To Mile Post

Beginning In The SE 1/4 Of The NW 1/4 Of Sec. 12 Township 20 North; Range 14 West/East W.M.

Ending In The SE 1/4 Of The NW 1/4 Of Sec. 12 Township 20 North; Range 14 West/East W.M.

Fees in the amount of \$ 150.00 are paid herewith to defray the basic administrative expense incident to the processing of this application according to WAC 468-34 and/or RCW 47.32 and amendments thereto. The applicant further promises to pay additional amounts as shall be billed, if any, in reimbursement of the actual costs of the Department.

Checks are to be made payable to "Washington State Department of Transportation."

The undersigned submits said application and accepts the conditions as set forth.

Evergreen Valley Water System
APPLICANT (Owner, Utility etc.)

1890 Nelson Siding Rd
ADDRESS

Cle Elum, WA 98922
CITY - STATE - ZIP CODE

509-674-5979
TELEPHONE

X [Signature]
APPLICANT AUTHORIZED SIGNATURE

Patrick P. Densen
Print or Type Name

Water Pres.
TITLE

Dated this 5 day of MAY, 1994

For Consultant Use or Field Review Contact

CONSULTING FIRM

ADDRESS

CITY - STATE - ZIP CODE

TELEPHONE

PRINT OR TYPE NAME OF CONSULTANT REPRESENTATIVE OR CONTACT

TITLE

REPRESENTATIVE OR CONTACT TELEPHONE NUMBER

45-1795
C51932
"C"
NONE

General Provisions

1. This document is subject to Chapter 47.32 RCW and Chapter 468-34 WAC and amendments thereto.
- 2a. For Utility Permits and Franchises only: The Grantee, its successors and assigns agree to indemnify, defend and hold the State of Washington, its officers and employees harmless from all claims, demands, damages, expenses or suits that: (1) arise out of or are incident to any negligence by the Grantee, its agents, contractors or employees in the use of the highway right of way pursuant to this document or (2) are caused by the breach of any of the conditions of this document by the Grantee, its contractors, agents or employees.

Nothing herein shall require the Utility to indemnify and hold harmless the State of Washington and its officers and employees from claims, demands, damages, expenses or suits based solely upon the conduct or negligence of the State of Washington, its agents, officers, employees and contractors and provided further that if the claims, demands, damages, expenses or suits are caused by or result from the concurrent negligence of (the Grantee, its agents, contractors or employees and or any person whomsoever, in connection with Grantee's, its assigns', agents', contractors' or employees of the State of Washington, its agents, officers, employees and contractors, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Grantee's negligence or the negligence of the Grantee's agents, employees or contractors.

Any action for damages against the State of Washington, its agents, officers, contractors or employees arising out of damages to a utility or other facility located on the highway right of way shall be subject to the provisions of RCW 47.44.150.

- 2b. For General Permits only: The Grantee, its successors and assigns agrees to protect the State of Washington, its officers and employees and save them harmless from all claims, actions or damages, of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Grantee, its assigns', agents', contractors', licensees' or employees construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this document.. In case any suit or action is brought against the State of Washington, its officers and employees, arising out of or by reason of any of the above causes, the Grantee, its successors or assigns will, upon notice of such action, defend the same at its sole cost and expense and satisfy any judgment against the State of Washington, its officers, or employees: PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) the State of Washington's agents or employees and (b) the Grantee or Grantee's agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or the Grantee's agents or employees.

The Grantee, and on behalf of its assigning, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licenses, employees or customers in connection with Grantee's, its assigns' agents', contractor's licensees' or employee's construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this document against the State of Washington, its agents, or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Grantee's property by the State of Washington, its agents, contractors or employees.

3. The Department reserves the right to order the change of location or the removal of any structure or structures authorized by this document at any time, said change or removal to be made at the sole expense of the party or parties to whom this document is issued or their successors and assigns.
4. All such changes, reconstruction, or relocation by the Grantee shall be done in such manner as will cause the least interference with any of the Department's work, and the Department shall not be held liable for any damage to the Grantee by reason of any such work by the Department, its agents or representatives, or by the exercise of any rights by the department upon roads, streets, public places, or structures in question.
5. This document shall not be deemed or held to be an exclusive on and shall not prohibit the Department from granting rights of like or other nature or other public or private utilities, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
6. The department may revoke, amend, or cancel this document at any time by giving written notice to the Grantee. The Grantee shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation will be removed by the Department at the expense of the Grantee.
7. The grantee shall maintain at its or their sole expense the structure or object for which this document is granted in a condition satisfactory to the Department.
8. Any breach of any of the conditions and requirements made or failure on the part of the Grantee of this document to proceed with due diligence and in good faith after its acceptance with construction work shall subject this document to cancellation.
9. Whenever it is deemed necessary for the benefit and safety of the traveling public, the Department hereby reserves the right to attach and maintain upon any facility by the Grantee under this document any required traffic control devices, such as traffic signals, luminaries, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. The Department shall bear the cost of attachment and maintenance of such traffic control devices, including the reasonable cost of any extra construction beyond normal; such extra cost to be determined jointly by the Department and the Grantee of this document. It is not to be construed that the Department is to share in the normal cost of installation, operation, or maintenance of any of the facilities installed under this document.
10. No excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road unless authorized by the Department.
11. If the work done under this document interferes in any way with the drainage of the State highway, the Grantee shall wholly and at its own expense make such provisions as the Department may direct to take care of said drainage.
12. On completion of this work, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
13. All of the work shall be done under the supervision and to the satisfaction of the Department, and the entire expense of said supervision shall be borne by the party or parties to whom this document is issued.
14. During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public; the barriers shall be properly lighted at night.
15. The Grantee pledges that performance of routine cutting and trimming work will be accomplished in such a manner that the roadside appearance will not be disfigured. When major work is involved or damage to roadside appearance may become significant, the Grantee shall secure the approval of the Department in advance of the work.
16. The Utility hereby certifies that the facilities described in this document are in compliance with the Control Zone Guidelines.



Permit/Franchise No. U5-1795

Applicable provisions are denoted by (☒)

- ☒ 1. No work provided for herein shall be performed until the Utility is authorized by the following Department representative:
- Greg King
Area 1 Maintenance Superintendent
151 So. Bullfrog Road
Cle Elum, Washington 98922
Phone: (509) 674-4443
- ☒ 2. A copy of the permit or franchise must be on the job site, and protected from the elements, at all times during any of the construction authorized by said permit/franchise.
- ☒ 3. In the event any milepost, right of way marker, fence or guard rail is located within the limits of this project and will be disturbed during construction, these items will be carefully removed prior to construction and reset or replaced at the conclusion of construction to the satisfaction of the Department. All signs and traffic control devices must be maintained in operation during construction.
- ☒ 4. Prior to construction, the Utility shall contact the Department's representative (listed under Special Provision Number 1) to ascertain the location of survey control monuments within the project limits. In the event any monuments will be altered, damaged or destroyed by the project, appropriate action will be taken by the Department, prior to construction, to reference or reset the monuments. Any monuments altered, damaged or destroyed by the Utility's operation will be reset or replaced by the Department at the sole expense of the Utility.
- ☒ 5. During the construction and/or maintenance of this facility, the Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways. If determined necessary by the Department, the Utility shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance operations.
- ☒ 6. The Utility shall notify the Department's representative upon completion of the work under this permit/franchise so that a final inspection can be made and shall immediately furnish to the District Utilities Engineer a revised franchise or permit plan of the final location or relocation of its facilities if the original permit/franchise plans have been revised during the course of construction.
- ☒ 7. Prior to the beginning of construction, a preconstruction conference shall be held at which the Department and the Utility and utility's engineer, contractor, and inspector shall be present.
- ☒ 8. Should the Utility choose to perform the work outlined herein with other than its own forces, a representative of the Utility shall be present at all times unless otherwise agreed to by the District representative. All contact between the Department and the Utility's contractor shall be through the representative of the Utility. Where the Utility chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the Utility within the State right of way until said requirement is met. The Utility, at its own expense, shall adequately police and supervise all work on the above described project by itself, its contractor, subcontractor, agent, and others, so as not to endanger or injure any person or property.
- ☐ 9. The Utility agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the Department's contractor in the performance of his contract.
- ☒ 10. Work within the right of way shall be restricted to between the hours of daylight ~~and~~ , and no work shall be allowed on the right of way Saturday, Sunday, or holidays, unless authorized by the Department. Any lane closures must be submitted for approval in advance of use. The hours of permitted closure may differ from the above noted hours.
- ☒ 11. If determined necessary by the Department, any or all of the excavated material shall be removed and replaced with suitable material as specified by the Department.
- ☒ 12. Wherever deemed necessary by the Washington State Department of Labor and Industries and/or the Department for the safety of the workers and the protection of the highway pavement, the sides of the trench (or excavation) shall be adequately supported to reduce the hazard to workers and prevent any damage by cracks, settlement, etc., to the pavement. No other work in the trench or excavation area will be allowed until this requirement is met.
- ☒ 13. Trenches shall be backfilled as soon as possible behind the laying of pipe or cable. No open trenches shall be left overnight. This includes boring or jacking pits which shall be covered with material of sufficient strength to withstand the load of highway traffic if the pit is not to be backfilled with material each night.

- ☒ 14. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross section and condition. All open trenches shall be marked by warning signs, barricades, lights and if necessary, flagmen shall be employed for the purpose of protecting the traveling public. Roadside operations may be specified by the Department's representative.
- ☒ 15. Where applicable, markers shall be placed at each right of way line for all crossings and placed every 500 feet for longitudinal lines to include: company name, pipeline or cable identification, telephone number for contact, and the distance from the marker to the line in feet. Markers shall be placed so as to minimize interference with maintenance operations. Markers shall also be placed at all changes in offset distance from right of way line or centerline of highway.
- ☒ 16. The utility shall install detector tape or cable approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
- ☒ 17. In the event that construction and maintenance of the highway facility within the proximity of the utility installation becomes necessary during the period which the Utility will occupy a portion of the right of way, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of their underground facilities so that the Department or its contractor can be fully apprised at all times of its precise location.
- ☒ 18. The shoulders, where disturbed shall be surfaced with crushed surfacing ~~top course~~ in kind ~~inches minimum compacted depth~~, or as directed by the Department's representative. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of 0.02 foot per foot unless otherwise directed. The restored shoulder must not have any strips or sections less than 2 feet wide. The restored shoulder shall be surfaced ~~with~~ in kind.
- ☒ 19. All crossings of roadways surfaced with oil, asphalt concrete pavement or cement concrete pavement shall be accomplished by jacking, boring, or augering the cable or pipe under the roadway, unless specifically provided for otherwise under special provision No. 21.
- ☒ 20. The cable or pipe shall be placed within a suitable encasement as specified on the attached exhibits. Said encasement pipe shall be jacked, bored, or augered through the highway grade with a minimum depth of 5 feet from top of casing to finished road grade and a minimum of 3 1/2 feet of depth from bottom of ditch to top of casing.
- ☐ 21. Open trench construction will be allowed only at those locations identified on the plan exhibits and/or listed on Exhibit(s) "B", with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit "B"
- ☐ 22. No routine maintenance of this facility will be allowed within the limited access area.
- ☐ 23. Routine maintenance of this facility will not be permitted from the through traffic roadways or ramps of SR and all service to this facility will be by access from
- ☐ 24. Bond coverage required to ensure proper compliance with all terms and conditions of said permit or franchise will be furnished by a Blanket Surety Bond held at Headquarters in Olympia.
- ☒ 25. The Utility shall provide to the Department in the amount of \$ ~~2,000~~ ^{\$10,000}, a surety bond written by a surety company authorized to do business in the State of Washington or an escrow account with a bank approved by the Department, prior to start of construction, to insure compliance with any and all of the terms and conditions of this permit or franchise. Said bond/account to remain in force for a period ending one year after date of completion of construction.
- ☐ 26. The utility agrees to bury the aerial lines covered by this franchise in Scenic Classes "A" and "B", as defined on attached Exhibit(s) either at the time of major reconstruction of the line, for that portion of line to be reconstructed, or prior to expiration of this franchise.
- ☐ 27. Utility agrees to bury the aerial lines covered by this franchise in Scenic Classes "A", "AX", "B", and/or "BX", as defined on attached Exhibit(s), at the time the pole owner buries its facility.
- ☐ 28. The Utility agrees to bury or relocate aerially the existing overhead lines in Scenic Classes "AX" and "BX", as defined on attached Exhibit(s), to a location acceptable to the Department either at the time of major reconstruction of the line, for the portion of line to be reconstructed, or prior to the expiration of this franchise. The existing aerial lines may remain in their present location if acceptable to the Department.
- ☒ 29. The Utility agrees to be responsible for any construction deficiencies as a result of the roadway installation.
- ☒ 30. No lane closures shall be allowed except as approved by the Department representative. Approvals may cause revision of special provisions, including hours of operation.
- ☒ 31. The responsibility of the Utility for proper performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by Department approval of plans, specifications, or work or by the presence at the work site of Department representatives, or by compliance by the Utility with any requests or recommendations made by such representatives.
- ☒ 32. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and amendments thereto, and shall be subject to inspection by the Department.
- ☒ 33. Any changes or modifications to the approved franchise/permit shall be subject to prior review and approval by the Department.

Special Provisions for Permits and Franchises

Permit No. U5-1795

Applicable provisions denoted by (X)

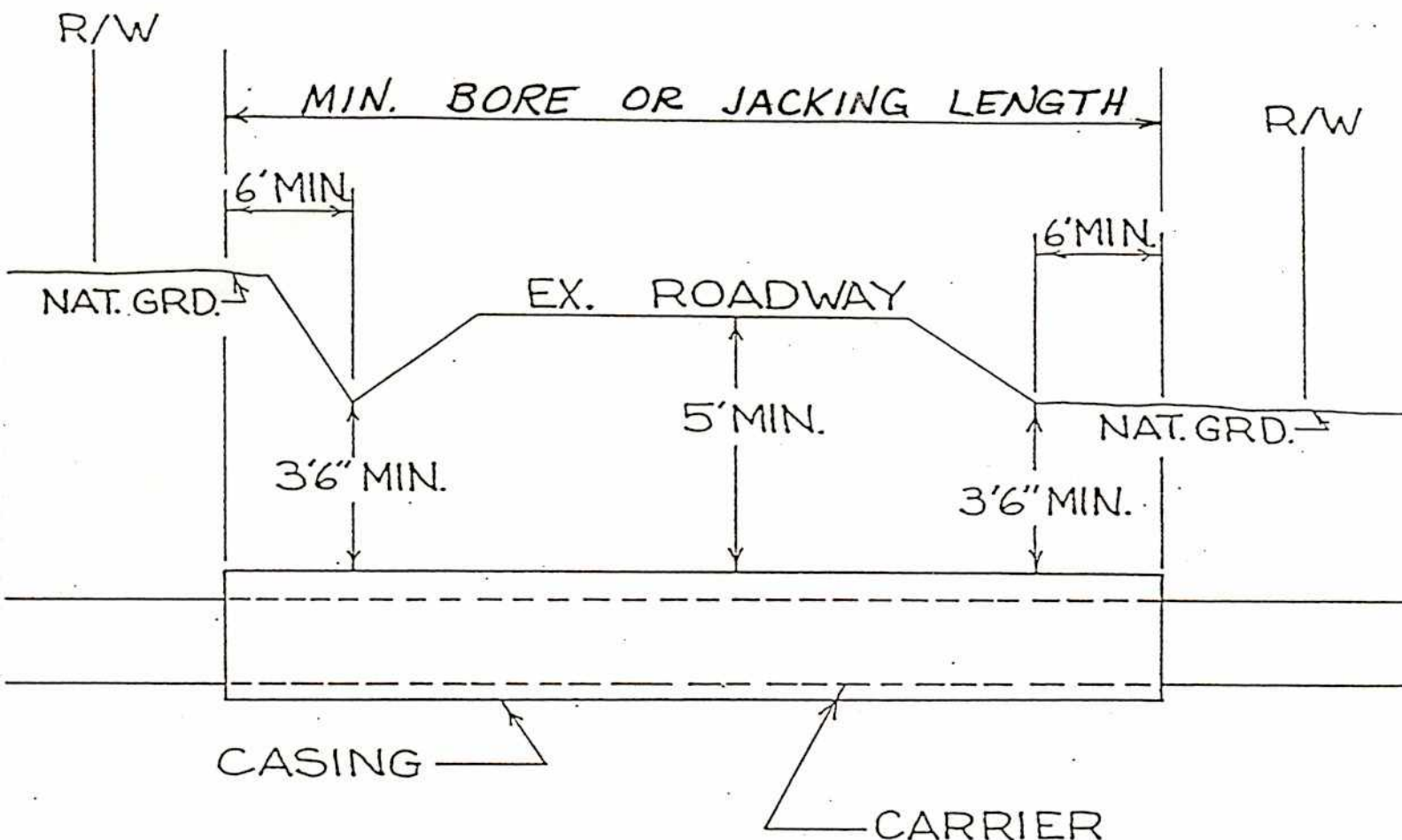
- ☐ 34. Any existing Location I and Location II utility objects will be corrected with the application section of the control zone guidelines.
- ☐ 35. General Provision 11 (DOT 224-001X) is superseded .
- ☐ 36. Utility facilities installed longitudinally within Zone A, foreslope and backslope, shall have a minimum cover of 42 inches except in consolidated rock where the minimum cover shall be 24 inches with a concrete casement of four inches or a steel plate above the facility.
- ☐ 37. Utility facilities installed longitudinally within Zone B, outside of Zone A, shall have a minimum cover of 36 inches except in consolidated rock where it is necessary to saw or blast the rock to install the facility, the minimum cover may be 24 inches.
- ☐ 38. All facilities constructed in Zone A shall use conduit.
- ☐ 39. Zone A requirements also apply from M.P. _____ to M.P. _____.
- ☒ 40. The Utility shall notify the Department's representative three days prior to the beginning of construction.
- ☐ 41. The Utility shall notify the Department's representative as to the name, address and telephone number of the contractor, if the work is to be done by other than its own forces.
- ☐ 42. The utility shall reimburse the Department for all actual direct and related costs necessitated by this permit. Such costs include, but are not limited to plan review and inspection.
- ☐ 43. Construction access shall not be allowed from the through lanes of SR _____.
- ☒ 44. No vehicles are to be parked on the through lanes or shoulders of SR **903**.
- ☒ 45. The Utility shall maintain two way traffic at all times.
- ☐ 46. The Utility shall submit a Signing and Traffic Control Plan for approval (see Special Provision No. 5).
- ☐ 47. The Utility shall not place any new poles within the right-of-way.
- ☐ 48. Use of guard posts for proposed fire hydrant installations shall not be permitted within the right-of-way.
- ☐ 49. The Utility shall avoid wetland areas wherever possible. Should it become necessary to place this facility in a wetland area, the Utility shall be responsible for securing all necessary permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife and/or the U.S. Army Corps of Engineers prior to the beginning of construction of this facility. The Utility shall provide copies of said permits to the office of the Regional Utilities Engineer.
- ☐ 50. The Utility shall be responsible for mitigation measures where wetlands are disturbed.
- ☒ 51. The Utility shall be responsible for securing all other Federal, State and Local permits which may be required. The Utility shall provide copies of said permits to the office of the Regional Utilities Engineer.
- ☐ 52. In lieu of a Surety Bond, to ensure compliance with the terms and conditions of the Permit, the County agrees that the State may effect reimbursement of the amount necessary to restore the highway from the monthly fuel tax allotments which the County is normally entitled to receive from the Motor Vehicle Fund and in accordance with RCW 47.08.080.
- ☐ 53. In lieu of a Surety Bond, to ensure compliance with the terms and conditions of the Permit, the City agrees that the State may effect reimbursement of the amount necessary to restore the highway from the monthly fuel tax allotments which the County is normally entitled to receive from the Motor Vehicle Fund and in accordance with RCW 47.08.090.
- ☐ 54. The Utility is responsible for compliance with all federal, state, and local laws pertaining to the discharge received by the State under this permit or franchise.

Utility Facility Description

State Route 903	Highway Scenic Class C	County Kittitas	Township / Section / Range T. 20 N., R. 14 E., W.M.. Section 12		Utility Reference Number / Work Order Number
Begin MP 8.2	End MP	Reference MP	Distance From	Beginning of Facility	End of Facility
Facility Description Proposed Buried Water Pipe Crossing					

[illegible]

Permit Number U5-1795	Franchise Number	Amendment Number	Utilities References (W.O.) Number	State Route 903	Exhibit “B”
Utilities Field Review Contact Person Clint Perry		Telephone Number (509) 674-5979			Sheet Number 1 of 1



TYPICAL JACKING, BORING, OR AUGURING DETAIL

NOTE:

All excavation in the dry which requires that workmen enter the excavated area and which has a depth of 4 or more shall be shored and cribbed unless the earth face is excavated at its angle of repose. In addition, all excavation which is 15 feet or less from the edge of a travelled pavement shall be shored or cribbed.

Evergreen Valley Water System

EXHIBIT "C"

SHEET 1 OF 1

PERMIT NO. U5-1795



We Appreciate Your Business

054 49990573149

PORT QUENDALL

000000000

5401 5110 10-13-99 DEP-NEW ACCOUNT

10,000.00

10,000.00

PROCESSING DATE IS 10-13-99 TIME 12:23 EJ 00007

☐ DEPOSIT

☐ CHECKING

☐ TAX DEPOSIT

☐ VISA

☐ WITHDRAWAL

☐ SAVINGS

☐ SAVINGS LOAN

☐ MORTGAGE

☐ PAYMENT

S0529 6/98



We Appreciate Your Business

054 50171000909

DEVELOPMENT POR

5401 5110 10-13-99 WDL-TRANSFER

10,000.00-

PROCESSING DATE IS 10-13-99 TIME 12:22 EJ 00006

☐ DEPOSIT

☐ CHECKING

☐ TAX DEPOSIT

☐ VISA

☐ WITHDRAWAL

☐ SAVINGS

☐ SAVINGS LOAN

☐ MORTGAGE

☐ PAYMENT

S0529 6/98

SPRING TREE RANCH, INC.
HC 60, BOX 7040
CLE ELUM, WA 98922-9714

19-57/1250

5016

5/5 1994

PAY TO THE
ORDER OF

D.O.T.

\$ 150.00

One Hundred & fifty 00/100

DOLLARS

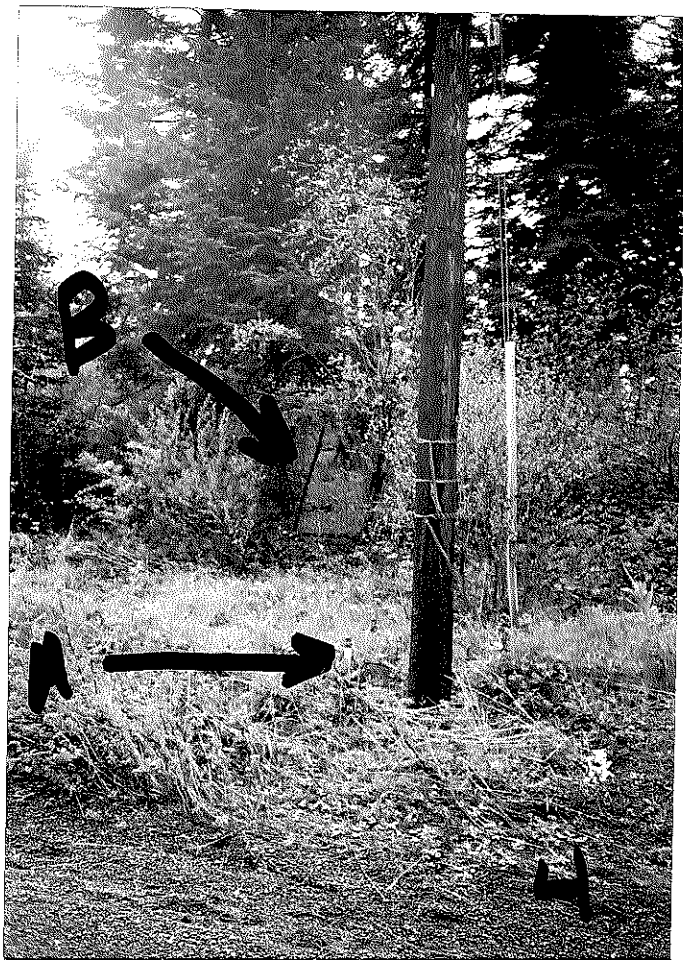


Key Bank of Washington
Cle Elum Office
201 E. First St., P.O. Box 397
Cle Elum, WA 98922

MEMO

Water Main App.

⑆125000574⑆ 176 1252 20 5016





ROAD APPROACH INSTALLATION CHECKLIST

Permit Number U5-1795 C.S. 1732 S.R. 903 Area Sd. Central

Maintenance Superintendent Terry Hukes

PERMIT HOLDER Patrick Dence

Representative's Name Clint Perry PHONE 642-2492

Contractor Evergreen Valley Water System

DATE reviewed 10/25/99

DATE Started 10-23-99 DATE Completed 11-1-99

DATE PERMIT HOLDER contacted State's representative before beginning work _____

NAME OF STATE REPRESENTATIVE Kathy Eldred

Remarks did not notify local office in the Elm.

DATE paving began N/A ENDED _____

Remarks _____

BUILT according to the permit yes

LOCATION PER PERMIT yes

Remarks _____

EVALUATE THE QUALITY OF WORK looked OK

Remarks MOST OF the work was done over the weekend

*NOT BUILT according to the permit _____

Remarks _____

Field Review and remarks by : Alvin L. Mendenhall Date: 11/8/99

PLEASE RETURN TO REGIONAL PLANNING OFFICE WHEN COMPLETE.

***Please add any comments or attachments needed for permanent documentation of this approach.

***If the approach is not completed, please list the dates the PERMIT HOLDER was contacted, brief description of conversation, and pictures of approach.

S. C. REGION UTILITY PERMIT REVIEW

November 6, 1996

Permit No. U5-1795.

SR 903 C.S. 1932

Section: Ronald Vicinity.

Grantee: Evergreen Valley Water System.

Facility: Proposed Buried 12" Water Pipe Crossing in a 16" Steel Casing.

SCENIC CLASS

MP 8.2 "C"

ACCESS CONTROL

MP 8.2 None

NOTE:

ROUTING ORDER	NOTED	DATE	COMMENTS
X Project Devel. Engr.	<u>[Signature]</u>	<u>11/8/96</u>	_____
X Construction Engineer	<u>[Signature]</u>	<u>11-13-96</u>	_____
X Maintenance Engineer	<u>[Signature]</u>	<u>11/15/96</u>	_____

UPON COMPLETION OF FORM RETURN TO THE UTILITIES ENGINEER BY:

11-6-96

Comments:

As proposed OK. - Can they Bore in this area?

Date Opened: 10-13-99 Term: 12 (MONTHS) Tax ID: 91-1394018 Number: CD49990573149

Certificate of Deposit

Account Number: CD49990573149

Amount of Deposit: 10 Thousand Dollars and No Cents ***** \$ 10,000.00

This Time Deposit is Issued to: Issuer:

PORT QUENDALL DEVELOPMENT
PATRICK D DENEEN
1890 NELSON SIDING RD
CLE ELUM WA 98922

STERLING SAVINGS BANK
111 N. WALL
SPOKANE, WA 99201

Not Negotiable - Not Transferable - Additional terms are below.

By 

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date: This account matures 10-13-2000

(See below for renewal information.)

Rate Information: The interest rate for this account is 05.030 % with an annual percentage yield of 05.15 %.

This rate will be in effect until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check).

Interest will be compounded M/Q IF ADDBACK

Interest will be credited MONTHLY CREDIT

☒ The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

☐ If you close your account before interest is credited, you will not receive the accrued interest.

The NUMBER OF ENDORSEMENTS needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement: You must make a minimum deposit to open this account of \$ 500.00

☐ You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest: Interest ☐ accrued ☒ credited during a term can be withdrawn: AT ANY TIME

Early Withdrawal Penalty: If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: 003 months

interest on the amount withdrawn.

Renewal Policy:

☐ Single Maturity: If checked, this account will not automatically renew. Interest ☐ will ☐ will not accrue after maturity.

☒ Automatic Renewal: If checked, this account will automatically renew on the maturity date. (see page two for terms)
Interest ☒ will ☐ will not accrue after final maturity.

ACCOUNT OWNERSHIP: You have requested and intend the type of account marked below.

- ☐ Single Account
☐ Joint Account - With Survivorship (and not as tenants in common or community property)
☐ Joint Account - No Survivorship (as tenants in common)
☐ Community Property Account
☐ Trust: Separate Agreement Dated _____
☒ CORPORATE

☐ Revocable Trust or ☐ Pay on Death Designation as defined in this agreement (Beneficiaries' names and addresses)

BACKUP WITHHOLDING CERTIFICATIONS

TIN: 91-1394018

☒ Taxpayer I.D. Number - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☒ Backup Withholding - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipients - I am an exempt recipient under the Internal Revenue Service Regulations.

☐ Nonresident Aliens - I am not a United States person, or if I am an individual, I am neither a citizen nor a resident of the United States.

A provision for my signature, certifying under penalty of perjury the statements checked in this section, is contained on the first copy of this certificate.

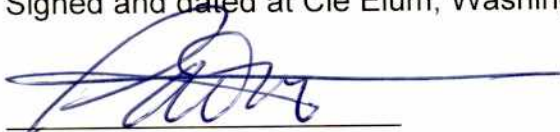
ENDORSEMENTS - SIGN ONLY WHEN YOU REQUEST WITHDRAWAL

X _____
X _____
X _____

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

This assignment is for the purpose of fulfilling the requirement of bonding collateral for Permit Number U5-1795. The undersigned does hereby assign, transfer, and set over unto the State of Washington all right, title, and interest in and to a \$10,000 Certificate Of Deposit Number 4999053149 issued by Sterling Savings Bank, Cle Elum Branch (Branch #54) in the name of Port Quendall Development Company, with full power and authority to demand, collect, and receive said deposit and to give receipt and acquaintance therefore for the uses and purposes prescribed above. It is understood and agreed that Sterling Savings Bank, Cle Elum Branch (Branch #54) holds the Certificate covering said account in its possession and agrees to hold said Certificate Of Deposit Number 4999053149 until a written release of this assignment from the State Of Washington is received or one year from the date of the completion of the project which ever is sooner. The interest shall be payable to Port Quendall Development Company.

Signed and dated at Cle Elum, Washington this 13th day of October, 1999.

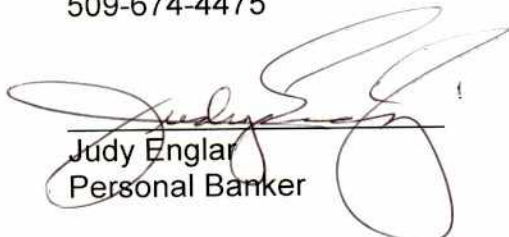


Patrick D. Deneen
Assistant Secretary
Port Quendall Development Company
1890 Nelson Siding Road
Cle Elum, WA 98922

ACCEPTANCE

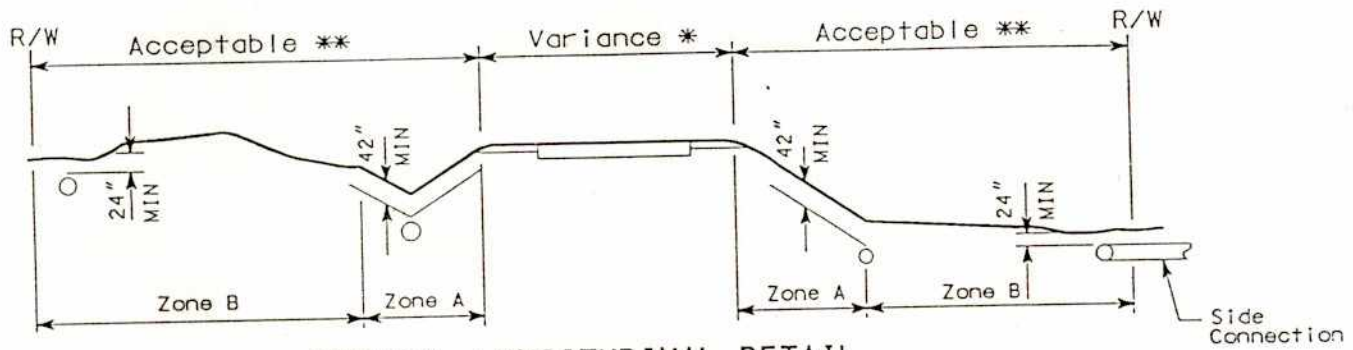
The undersigned hereby accepts the forgoing Assignment of Certificate Of Deposit Number 4999053149 in the amount of \$10,000 this 13th day of October, 1999.

Sterling Savings Bank
201 East First
Cle Elum, WA 98922
509-674-4475



Judy Englar
Personal Banker

REQUIREMENTS INVOLVING UNDERGROUND UTILITY ENCROACHMENTS



TYPICAL LONGITUDINAL DETAIL

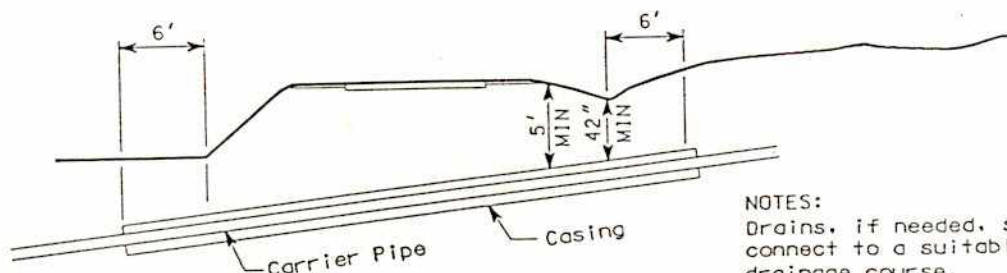
* Usable shoulders
All traffic lanes
Medians

** "Uniform alignment and grade as near as practicable to the right-of-way line".

Utility facilities shall be buried in accordance with the Provisions for Permits and Franchises.

Zone A is the area within the foreslope and backslope where routine maintenance operations generally occur. This area is defined as five feet beyond the bottom of the ditch or 15 feet beyond edge of shoulder, whichever is further.

Zone B is the area outside of the roadway and Zone A.



TYPICAL CROSSING DETAIL

NOTES:
Drains, if needed, should connect to a suitable drainage course.

Casing Pipes should be sealed and vented near R/W line if required.

T.20 N. R.14 E. W.M.

Note: For sepi, see:
"S.S.H. 2-E, # 972"

STA. 70+10.3
BEGINNING OF PROJECT

Sta 71+50 Construct 12" Plain Conc.
Corr. Iron Pipe 30' Long
or 4 Cu. Yds. Structure Excav.

Permit #2890
J.M. Starckovich
Loc 2

Permit #3030
Lloyd E. Scott
Broer Lindberg

Sta 82+00 on Rt. Construct
12" Plain Conc. or Corr. Iron
Pipe 21' Long 3 Cu. Yds.
Structure Excavation

Sta 82+00 on Lt. Construct
12" Plain Conc. or Corr. Iron
Pipe 21' Long 3 Cu. Yds.
Structure Excavation

Permit U5-810
2-2-64 W. Iron Pipe
14-Cor. Vanadex Inv. N.E. 1/4 Sec. 12
Excavation

Sta 90+75 on Rt. Construct
12" Plain Conc. or Corr. Iron
Pipe 33' Long 10
Cu. Yds. Structure
Excavation

APPROXIMATE
LOCATION
OF WATER
MAIN CROSSING

Sta 120+75 Construct
30" Rein. Conc. or Corr.
Iron Pipe 33' Long 10
Cu. Yds. Structure Excav.

Sta 117+00 Existing
24" Corr. Iron Pipe 30' from
to be removed. 5 Cu. Yds.
Structure Excavation

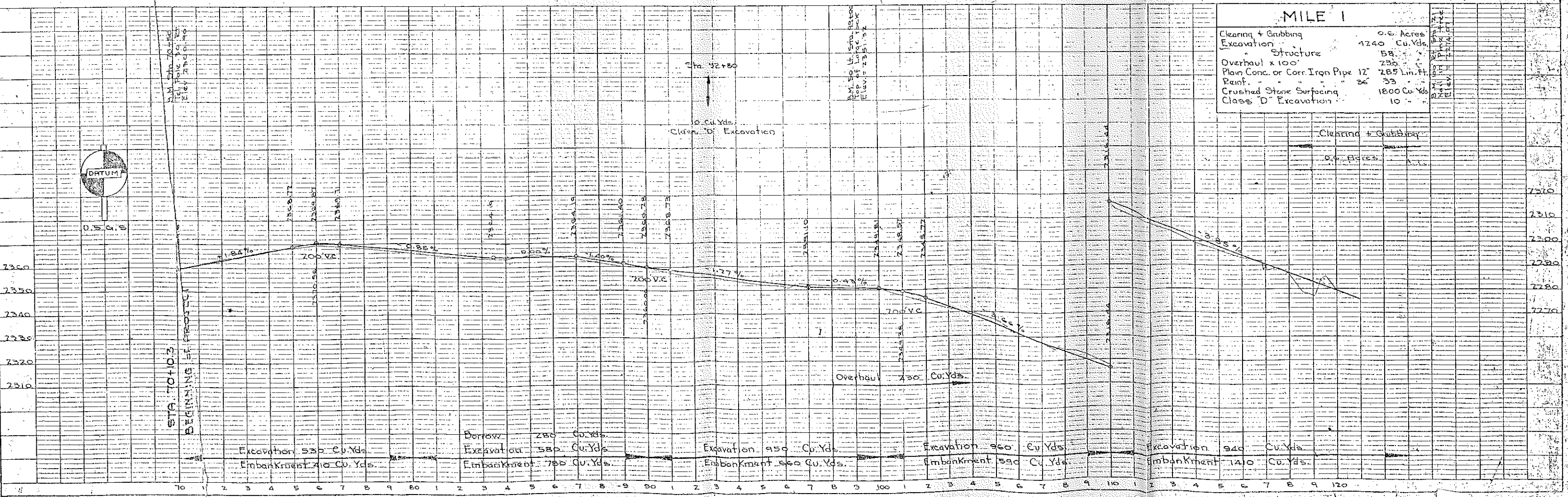
S.S.H. 2-E
MAP & PROFILE
LATERAL HIGHWAY NO. 3
KITITAS COUNTY

SCALE: HORIZ. 1"=200' VERT. 1"=10'
APPROVED:
Sheet 1 of 2 sheets

MILE 1

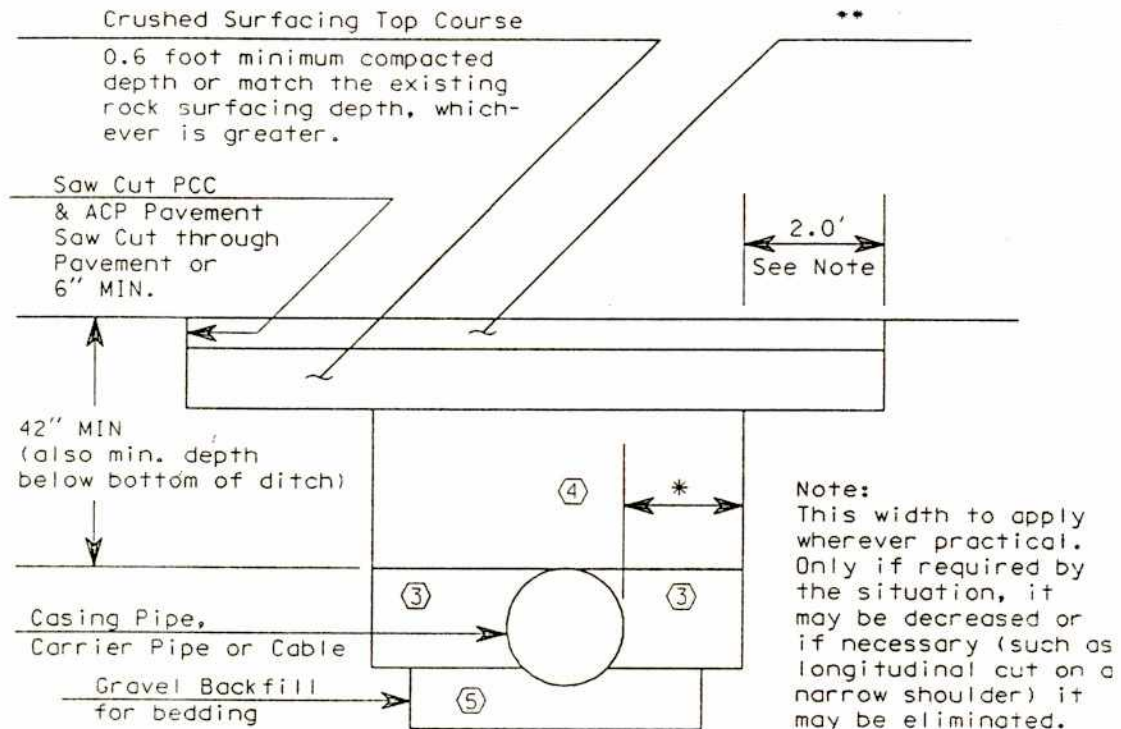
Clearing & Grubbing	0.6 Acres
Excavation	4240 Cu. Yds.
Structure	58
Overhaul x 100'	230
Plain Conc. or Corr. Iron Pipe 12"	285 Lin. Ft.
Reinf. " "	36
Crushed Stone Surfacing	1800 Cu. Yds.
Class "D" Excavation	10

Clearing & Grubbing	0.6 Acres
Excavation	4240 Cu. Yds.
Structure	58
Overhaul x 100'	230
Plain Conc. or Corr. Iron Pipe 12"	285 Lin. Ft.
Reinf. " "	36
Crushed Stone Surfacing	1800 Cu. Yds.
Class "D" Excavation	10



** SURFACING MATERIAL (A, B, or C)

- A. PORTLAND CEMENT CONCRETE (PCC) Pavement will be installed 0.6 foot minimum compacted depth or match the existing pavement depth, whichever is greater.
- B. ASPHALT CONCRETE PAVEMENT (ACP), Class B will be installed 0.3 foot minimum compacted depth or match the existing pavement depth, whichever is greater.
- C. BITUMINOUS SURFACE TREATMENTS and similar will be replaced with 0.3 foot minimum compacted depth of ACP Class B.



REFERENCE WSDOT STANDARD SPECIFICATIONS:

1. Placing the utility facility as per Section 7-02.3(1).
 2. Backfilling as per Section 7-02.3(3).
- (3) Backfill material placed in 0.5' loose layers and compacted to 95 percent maximum density.
 - (4) Method C compaction as per Section 2-03.3(14)C.
 - (5) Bedding material optional, but utility must be placed on uniformly dense unyielding base.
- * 6" minimum or outside diameter of pipe, whichever is greater, but not to exceed 3'.

**Open Cut Detail
(Typical)**

Figure 1-4



**Washington State
Department of Transportation**

Sid Morrison
Secretary of Transportation

South Central Region
2809 Rudkin Road, Union Gap
P.O. Box 12560
Yakima, WA 98909-2560

(509) 575-2510

December 9, 1999

Clint Perry
Evergreen Valley Water System
1890 Nelson Siding Road
Cle Elum, WA 98922

RE: C.S. 1932, SR 903
Ronald Vicinity, MP 8.2
Utility Permit U5-1795

Dear Mr. Perry:

Your water pipe crossing project on SR 903 at MP 8.2 was inspected and considered satisfactorily complete November 11, 1999.

As per Special Provision #25, your "Assignment of Certificate of Deposit" shall be held for one year from the date of project completion.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathy Eldred'.

Kathy Eldred
Assistant Region Utility Engineer

ke



Washington State
Department of Transportation

Facsimile Transmittal

DATE 10/4/99	TIME 3:45	NO. OF PAGES (Incl. Trans.) 2	<input type="checkbox"/> Call _____ for Pickup <input type="checkbox"/> Deliver	
TO CLINT PERRY			FROM UTILITIES Real Estate Services/ South Central	
LOCATION			LOCATION P.O. Box 12560 Yakima, WA	
VOICE PHONE NO.	FAX PHONE NO. (509) 649-2493		VOICE PHONE NO. 509-575-2555	FAX PHONE NO. 509-575-2558
COMMENTS CLINT - ATTACHED IS AN "EXAMPLE" OF ASSIGNMENT OF ESCROW ACCOUNT. PLEASE HAVE STERLING SAVINGS BANK PREPARE IN THE AMOUNT OF \$10,000 TO REMAIN IN FORCE FOR A PERIOD ENDING ONE YEAR AFTER DATE OF COMPLETION OF CONSTRUCTION. - KATHY ELPRED.				
NOTICE: Some fax machines produce copies on thermal paper. The image produced is highly unstable and will deteriorate significantly in a few years. This record should be copied on a plain paper copier prior to filing as a record.				

TRANSACTION REPORT

P. 01

OCT-06-99 WED 09:05 AM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
OCT-06	09:03 AM	8-464026-5096492493	1' 16"	2	SEND	OK	407	

TOTAL : 1M 16S PAGES: 2



Washington State
Department of Transportation

Facsimile Transmittal

DATE 10/4/99	TIME 3:45	NO. OF PAGES (Incl. Trans.) 2	<input type="checkbox"/> Call _____ for Pickup <input type="checkbox"/> Deliver	
TO CLINT PERRY		FROM UTILITIES Real Estate Services / South Central		
LOCATION		LOCATION P.O. Box 12560 Yakima, WA		
VOICE PHONE NO.	FAX PHONE NO. (509) 649-2492	VOICE PHONE NO. 509-575-2555	FAX PHONE NO. 509-575-2558	
COMMENTS CLINT - ATTACHED IS AN "EXAMPLE" OF ASSIGNMENT OF ESCROW ACCOUNT. PLEASE HAVE STERLING SAVINGS BANK PREPARE IN THE AMOUNT OF \$10,000 TO REMAIN IN FORCE FOR A PERIOD ENDING ONE YEAR AFTER DATE OF COMPLETION OF CONSTRUCTION. - KATHY ELDRED.				
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**Washington State
Department of Transportation**

Sid Morrison
Secretary of Transportation

South Central Region
2809 Rudkin Road, Union Gap
P.O. Box 12560
Yakima, WA 98909-2560

(509) 575-2510
November 6, 1996

Patrick D. Deneen
Evergreen Valley Water System
1890 Nelson Siding Road
Cle Elum, Washington 98922

C.S. 1932, SR 903, MP 8.2
Ronald Vicinity
Utility Permit No. U5-1795

Dear Patrick:

Enclosed for your approval are triplicate of Utility Permit No. U5-1795, to construct, use and maintain a 12" PVC Water pipe in a 16" steel casing on State right of way on the above referenced section of highway.

Please sign the three permits on the lower left corner and return two signed copies to this office. You may keep a fully executed permit for your records. This permit is not valid until the signed copies are returned to this office.

Also enclosed are "Individual Bond for Franchise and Permit" forms for your use as per this permit's Special Provision # 20.

Please notify Greg King at (509) 674-4443 before you start construction as per this permit's Special Provision # 4.

Very truly yours,
Richard L. Larson, P. E.
Region Administrator

BY: Steven E. Graff
Region Utilities Engineer

GRC
encl.

DEPT. OF TRANS.

MAY 12 1994

DIST. 5 - MAILROOM

Memo to: Darryl Jones
District Utilities Manager
Washington State Department of Transportation

Memo From: Pat Deneen
President
Ronald Mill Site Three, Inc. &
1890 Nelson Siding Road
Cle Elum, WA 98922



Date: May 5, 1994

Re: Construction and installation of Water Main crossing Highway 903 at mile post 8.2

Please find attached to this memo the application to cross Highway 903 with a open ditch cut for the installation of a 16 inch water main. This water main will be used as the water source for the rock crushing operation that is currently taking place on the adjoining property that we also own. The well for this operation is located in the SW quarter of the NW quarter of Section 12, Township 20 North, Range 14 East W.M. Said well has a water right granted by the Washington State Department of Ecology (Certificate of Water Right Number G3-21798C). The rock crushing operation is located in the SW quarter of the SW quarter of Section 12, Township 20 North, Range 14 East W.M.

We currently have the water main run to within 100 feet of Highway 903. Said water main runs from that point to a point where it intersects Baker's road and then follows south on the north side of Bakers road to the intersection of Bunker Road and Baker's road. At this time the water main terminates at this location.

In mid May we will be extending said water main down Baker's Road to the rock crushing operation. The rock involved in this crushing operation is being used for the improvements of the road going from the end of Highway 903 to Sam la Sac.

We appreciate your review of this application.

If you have any questions please call me at 509-674-5979.

cc: Robert Say

DEPT. OF TRANS.

MAY 12 1994

DIST. 5 - MAILROOM

Memo to: Darryl Jones

Memo From: Pat Deneen

Date: May 5, 1994



Re: Water Main Crossing of Highway 903

Attached to this memo and included with the application to cross highway 903 are the following photographs

1. Looking West on 903. Dotted line shows the crossing area. Note the circle marked "A" is DOT station 432+00 painted on the highway. Note that the power pole lies about 1 foot west of the property corner of Evergreen Valley Lot 1. We have an easement for the main water line that runs south on this lot line.
2. Looking from the north side of 903 towards Lot 1 property corner.
3. Looking from the south side of 903 towards the Old Veneer Plant Location. Please note that there is a stream running north of where the picture shows the trees.
4. Looking from the south edge of 903 south towards the property corner (Property corner marked "A"). Looking south down the property line of Lot 1 (property line marked "B")
5. Looking at the power pole area on the south side of 903. Please note that the arrow marks the red cap of the survey marker of Lot 1.
6. Standing at the crossing site looking to the east on 903.
7. Standing at the crossing and looking west on 903.



**Washington State
Department of Transportation**

Sid Morrison
Secretary of Transportation

District 5

2809 Rudkin Road, Union Gap
P.O. Box 12560
Yakima, WA 98909-2560

(509) 575-2510
April 20, 1994

Mr. Bob Say
P.O. Box 81
Roslyn, WA 98941

SR 903, MP 8.09
Ronald Vicinity
Crusher Waterline
Application for Crossing


Dear Bob:

The application enclosed should be completed with all of the available information. Your time frame will be important because of the two projects involved. The open cut of the highway will require 4-6 weeks to approve because it is a deviation from our standard policy. **The deviation will require justification as to why it is the only reasonable alternative for the pipe installation.** The justification information should cover costs of alternative methods and the geologic conditions to be encountered.

Please locate the proposed crossing on the enclosed plan sheet. The OPEN CUT DETAIL and the underground details are enclosed. In this case the Department will require controlled density backfill to 3 inches below the existing pavement. Three inches of asphalt concrete pavement would then be placed 2 feet beyond each side of the trench.

It might be better for you to attempt a jacking if you only need a 4 inch diameter pipe. Give me a call if you would like to discuss this further.

Very truly yours,
Richard L. Larson, P.E.
District Administrator


by: Darryl H. Jones
District Utilities Manager

dj
Encl.

(509) 644 2801
(509) 674 5979

DEFINITIONS: "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences.

TRANSFER: "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

PRIMARY AGREEMENT: You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

WITHDRAWALS AND TRANSFERS: Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title " . . . Number of Endorsements . . . " This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

PLEDGES: Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

ACCOUNT OWNERSHIP: You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single Account - Such an account is owned by one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - Such an account is owned by two or more persons but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of endorsements" necessary for withdrawal.

Community Property Account - Such an account is issued to a husband and wife who intend that all of the property in the account, including earnings, be held as community property.

Revocable Trust or Pay-On-Death Account (subject to this agreement) - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

SET-OFF: You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

BALANCE COMPUTATION METHOD: We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

TRANSACTION LIMITATIONS: You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a ten day grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances such as the death or incompetence of an owner of this account, federal regulations permit or, in some cases require, the waiver of the withdrawal penalty.

FOR ACCOUNTS THAT AUTOMATICALLY RENEW: Each renewal term will be the same as this original one, beginning on the maturity date (unless we give you reasonable notice, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a ten day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.