

IN THE MATTER OF THE APPLICATION OF ORCHARD BEACH COMMUNITY GROUP  
FOR A FRANCHISE PERMIT TO CONSTRUCT, OPERATE, AND MAINTAIN  
ORCHARD BEACH COMMUNITY GROUP UTILITY  
FACILITIES, OVER, ALONG AND UNDER COUNTY ROADS AND HIGHWAYS  
LOCATED IN MASON COUNTY, WASHINGTON

Application of (Name of Operator) ORCHARD BEACH COMMUNITY GROUP,  
doing business in Washington as ORCHARD BEACH COMMUNITY GROUP,  
with its principal offices located at 1217 SW ORCHARD ST., SEATTLE WA 98106,  
by and through (person authorized to act for and on behalf of applicant) Erika E. Aust, Vice-President (OBCG),  
for a franchise to construct, operate and maintain (description of type) easement utility  
facilities in, over, along and under county roads and highways in Mason County, Washington, as set  
forth in attached Exhibit "B" (Franchise Area), having come on regularly for hearing before the  
County Commissioners of Mason County, Washington, on the 20th day of  
October, 2021, at the hour of 9:15 a.m., under the provisions of RCW 36.55, RCW  
80.32.010 and RCW 80.36.040, and it appearing to the Board that notice of said hearing has been  
duly given as required by law, and that it is in the public interest to allow the franchise herein  
granted;

NOW THEREFORE, IT IS ORDERED that a non-exclusive franchise be, and the same is hereby  
given and granted to Operator, and its successors and assigns, hereinafter referred to as the  
Franchisee, for a period of 10 years with automatic renewal at the end of each term of 10 years  
unless either party gives the other written notice of termination at least 30 days prior to the end  
of the relevant term. (no more than ten years each term and can only be renewed 3 times) from  
and after the date of the entry of this order for the purposes, at the location(s), and upon the  
express terms and conditions as described herein.

## I. DEFINITIONS

For the purposes of this franchise, terms, phrases, words, and their derivations not defined herein that  
are defined in Title 12 of the Mason County Code or the Manual on Accommodating Utilities in the  
Mason County Right-of-Way published by the County Engineer (the "Manual"), shall have the same  
meaning or be interpreted as provided in Title 12 of the Mason County Code or the Manual. Words  
not defined here, in Title 12 of the Mason County Code or the Manual shall have their ordinary  
meaning. A reference to Title 12 of the Mason County Code or the Manual refers to the same as  
may be amended, revised, updated, re-enacted or re-codified from time to time.

## II. GRANT

The County of Mason hereby grants to the Franchisee a non-exclusive franchise which, once it  
becomes effective shall authorize the Franchisee to enter upon the road rights-of-way located  
within the Franchise Area identified in attached Exhibit "B", for the purpose of installing,  
constructing, maintaining, repairing, replacing, adjusting, relocating and operating the utility

G. Provision for ease of future road maintenance and appearance of the roadway.

Provision shall be made for known or planned expansion of the utility facilities, particularly those located underground or attached to bridges or other structures within the road right-of-way.

The location, alignment and depth of the utility facilities shall conform with said map of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer pursuant to application by Franchisee.

All such Work shall be subject to the approval of and shall pass the inspection of the County Engineer. The Franchisee shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said utility permits.

#### IV. RESTORATION OF ROAD RIGHT OF WAY

In any Work which disturbs or causes damage to the road rights-of-way subject to this franchise, public or private property, the Franchisee shall at its own expense and with all convenient speed, complete the work to repair and restore the county road right-of-way, or the public or private property so disturbed or damaged, and leave the same in as good or better condition as before the Work was commenced, to the reasonable satisfaction of the County Engineer. The Franchisee shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration or repair.

The County Commissioners and/or County Engineer may at any time do, order or have done any and all work that they consider necessary to restore to a safe condition such County road right-of-way or other County property left by the Franchisee or its agents in a condition dangerous to life or property, and the Franchisee, upon demand, shall pay to the County all costs of such work.

#### V. FRANCHISEE WORK IN RIGHT OF WAY

Franchisee expressly agrees and understands that, with regard to Work within the road rights-of-way:

A. All of Franchisee's utility facilities and Work within the road rights-of-way or other County property shall be in compliance with the provisions of Title 12 MCC, the Manual, the administrative regulations adopted by the County Engineer, other County established requirements for placement of utility facilities in road rights-of-way, including the specific location of utility facilities in the road rights-of-way, and all applicable laws, rules, regulations and ordinances;

B. In preparing plans and specifications for Work of utility facilities in the road rights-of-way the Franchisee shall use the Manual. Prior to commencement of work in the road rights-of-way, Franchisee shall submit such plans and specifications to the Mason County Engineer for review and approval together with adequate exhibits depicting existing or proposed location of the utility facility in relation to the road, including right-of-way or easement lines; relationship to currently planned



I. FRANCHISEE IS PLACED ON NOTICE THAT FIBER OPTIC, COMMUNICATIONS, POWER, CONTROL SYSTEMS, OTHER TYPES OF CABLES, AND PIPELINES MAY BE BURIED ON THE RIGHT OF WAY. Before beginning any underground work, Franchisee will contact the appropriate personnel to have such facilities located and make arrangements as to protective measures that must be adhered to prior to the commencement of any work within the Road rights-of-way. In addition to the liability terms elsewhere in this Agreement, Franchisee shall indemnify and hold the County and its elected and appointed officers, employees and agents harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Franchisee, its contractor, agents and/or employees, that cause or in any way or degree contribute to (1) any damage to or destruction of any such facilities by Franchisee, and/or its contractor, agents and/or employees, on the County's property, (2) any injury to or death of any person employed by or on behalf of any entity, and/or its contractor, agents and/or employees, on the road rights-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue, or loss of service, by a customer or user of services or products of such company(ies) (collectively "Liabilities" for purposes of this Section V.I). The only Liabilities with respect to which Franchisee's obligation to indemnify the County and its elected and appointed officers, employees and agents does not apply are Liabilities to the extent arising out of, caused by or resulting from the negligence of the County, and its elected and appointed officers, employees and agents and Liabilities that by law the County and its elected and appointed officers, employees and agents for which the County cannot be indemnified.

J. Franchisee shall continuously be a member of the State of Washington one number locator service under RCW 19.122, or an approved equivalent, and shall comply with all such applicable rules and regulations.

K. Except in the event of emergency as described below, Franchisee and its Agents may not enter upon the Franchise Area to perform work for which a utility permit is not required, unless and except upon two-business days notice to the County Engineer.

L. In the event of an emergency involving the threat of imminent harm to persons or property, and for purposes of taking immediate corrective action, Franchisee and its agents may enter the Franchise Area without advance notice to the County as long as such entry is for the sole purpose of addressing the emergency; provided however, that if any entry for such purposes would require issuance of a utility permit, Franchisee shall give the County verbal or telephonic notice of the places where and the manner in which entry is required prior to such entry, promptly followed by written notice. In all cases, notice to the County shall be given as far in advance as practical prior to entry or as soon as practicable after entry upon the road right-of-Way.

M. Franchisee shall promptly reimburse the County for their reasonable and direct costs incurred in responding to an emergency that is caused, created by or attributable to the presence, construction, maintenance, repair, or operation of the Franchisees utility facilities in the road rights-of-way.

N. If, during installation, construction, relocation, realignment, adjustment, maintenance, or repair of the Franchisee's utility facilities in the road rights-of-way, Franchisee or its agents discover

contractors and subcontractors done in furtherance of such Public Work and result in damage to the County, including but not limited to, delay claims. Franchisee shall cooperate with the County and its contractors and subcontractors to coordinate such Franchisee work to accommodate the Public Work project and project schedules to avoid delay, hindrance of, or interference with the Public Work. The County of Mason shall make available to the Franchisee a copy of the Six Year Transportation Program and the County's annual construction program after adoption each year. It is anticipated these programs will aid the utility in planning construction programs.

B. Franchisee has a duty to protect its utility facilities from work performed by the County within the road rights-of-way. The rights granted to the Franchisee herein do not preclude the County of Mason, its employees, contractors, subcontractors, and agents from blasting, grading, excavating, or doing other necessary road work contiguous to Franchisee's utility facilities; providing that, the Franchisee shall be given a minimum of forty-eight (48) hours notice of said blasting or other work in order that the Franchisee may protect its utility facilities.

C. In the event of an emergency, or where the utility facility creates or is contributing to an imminent danger to health, safety, or property, the County may protect, support, temporarily disconnect, remove, or relocate any or all parts of the utility facility without prior notice, and charge the Franchisee for costs incurred.

D. If any Person that is authorized to place facilities in the road right of way requests the Franchisee to protect, support, temporarily disconnect, remove, or relocate the Franchisee's utility facilities to accommodate the construction, operation, or repair of the facilities of such other person, the Franchisee shall, after 30 days' advance written notice, take action to effect the necessary changes requested; provided that, if such project is related to or competes with Franchisee's service, or if the effect of such changes would be to permanently deprive Franchisee of the beneficial enjoyment of this franchise for its intended purposes through interference with the operation of Franchisee's utility facilities or otherwise, Franchisee shall not be required to relocate its utility facilities. Unless the matter is governed by a valid contract or a state or federal law or regulation, or unless the Franchisee's utility facilities were not properly installed, the reasonable cost of the same shall be borne by the Person requesting the protection, support, temporary disconnection, removal, or relocation at no charge to the County, even if the County makes the request for such action.

E. The Franchisee shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same.

The County of Mason will accept liability for direct and actual damages to said Franchisee that are the result of the negligence of Mason County, its trustees, officers, employees, contractors, subcontractors or agents while performing County improvement or Public Works projects enumerated in the original franchise agreement under Section VIII, paragraph B. Direct and actual damages are specifically limited to physical damage to properly installed and located infrastructure of the Franchisee and the cost to repair such physical damage. Mason County retains the right to

1. COMMERCIAL GENERAL LIABILITY insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis, with an aggregate limit location endorsement for the Franchise Area, and shall provide coverage for any and all costs, including defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Such insurance shall include blanket contractual coverage, including coverage for the Franchise as now or hereafter amended and specific coverage for the indemnity provisions set forth herein. Coverage must be written with the following limits of liability:

Bodily and Personal Injury & Property Damage

\$ 1,000,000 per Occurrence

\$ 2,000,000 aggregate

2 WORKERS' COMPENSATION insurance shall be maintained to comply with statutory limits for all employees, and in the case any work is sublet, the Franchisee shall require its contractors and subcontractors similarly to provide workers' compensation insurance for all the employees. The Franchisee shall also maintain, during the life of this policy, employer's liability insurance; provided that this obligation shall not apply to any time period during which Franchisee has no employees. The following minimum limits must be maintained:

Workers' Compensation	Statutory
Employer's Liability	\$ 1,000,000 each occurrence

3. COMPREHENSIVE AUTO LIABILITY insurance shall include owned, hired, and non-owned vehicles operated by Franchisee employees on an occurrence basis with coverage of at least \$2,000,000 per occurrence.

If the Franchisee, its contractors, or subcontractors do not have the required insurance, the County may require such entities to stop operations until the insurance is obtained and approved.

Certificates of Insurance reflecting evidence of the required insurance and approved by the County's Risk Manager for the GENERAL LIABILITY policies described above, shall be sent to the County's risk manager. The certificate shall be filed with the acceptance of the franchise, and annually thereafter, and as provided below. All coverage shall be listed all on one certificate with the same expiration dates.

The certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least 30 days' prior written notice has been given to the County.

In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of the franchise, then, in that event, the Franchisee shall furnish, at least 30 days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage has been or will be obtained prior to any such lapse or termination during the balance of the period of the franchise.



B. Performance/Payment Bond. At the same time Franchisee provides its acceptance of this Franchise, the Franchisee shall, if required by the County Engineer, provide a performance and payment bond to ensure the full and faithful performance of all of its responsibilities under this franchise and applicable rules, regulations and ordinances, including, by way of example, but not limited to, its obligations to relocate and remove its utility facilities, to restore the road rights-of-way and other property when damaged or disturbed, and to reimburse the County for its costs. The amount of the performance and payment bond shall be for ZERO (\$0). The amount of the bond, or cash deposit as described below, may be adjusted by the County every five years from the date of execution of this franchise, to take into account cumulative inflation or increased risks to the County. The Franchisee may be required to obtain additional bonds in accordance with the County's ordinary practices. The bond shall be in a form with terms and conditions acceptable to the County and reviewed and approved by the County Engineer. The bond shall be with a surety with a rating no less than "A X" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide. The Franchisee shall pay all premiums or costs associated with maintaining the bond, and shall keep the same in full force and effect at all times. If Franchisee fails to provide or maintain the bond, then the County, in its sole discretion, may require Franchisee to substitute an equivalent cash deposit as described below in lieu of the bond.

Franchisee, may at its election or upon order by the County, substitute an equivalent cash deposit instead of a performance and payment bond. This cash deposit shall ensure the full and faithful performance of all of Franchisee's responsibilities hereto under this Permit and all applicable laws, rules, regulations or ordinances. This includes, but is not limited to, its obligations to relocate or remove its facilities, restore the road rights-of-way and other property to their original condition, reimbursing the County for its costs, and keeping Franchisee's insurance in full force.

The County shall notify Franchisee in writing, by certified mail, of any default and shall give Franchisee thirty (30) days from the date of such notice to cure any such default. In the event that the Franchisee fails to cure such default to the satisfaction of the County, the County may, at its option, forfeit the entire amount of the cash deposit or draw upon the cash deposit up to the amount of the County's costs incurred to cure Franchisee's default. Upon the County's cure of Franchisee's default, the County shall notify Franchisee in writing of such cure.

In the event that the County draws upon the cash deposit or forfeits the same, Franchisee shall thereupon replenish the cash deposit to the full amount as specified herein or provide a replacement performance and payment bond.

Before any Work commences in the road right-of-way, the County Engineer may require the operator to provide a performance and payment bond for each separate project in an amount to be determined by the County Engineer, but not less than five hundred dollars, written by a surety company acceptable to the County Risk Manager and authorized to do business in the state of Washington. The purpose of the bond is to insure completion of construction, including the restoration of surfacing, slopes, slope treatment, topsoil, landscape treatment, and drainage facilities, and cleanup of rights-of-way, and payment of costs incurred by the County to enforce the requirements of this Chapter. The performance and payment bond shall be in place for a period

Upon written notice from the county, franchisee agrees to assume the defense of any lawsuit or other proceeding brought against any indemnitee by any entity, relating to any matter covered by this franchise for which franchisee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Franchisee shall pay all cost incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments. Franchisee will fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined if determined adversely to Mason County. Upon the Franchisee's failure to satisfy said judgment within the ninety (90) day period, this franchise shall at once cease and terminate.

Acceptance by the County of any Work performed by the Franchisee at the time of completion shall not be grounds for avoidance of this covenant.

## XII. FRANCHISE NONEXCLUSIVE

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the County of Mason from granting other utilities under, along, across, over and upon any of the County roads, rights-of-way or other County property subject to this franchise and shall in no way prevent or prohibit the County of Mason from constructing, altering, maintaining or using any of said roads, rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other county property or affect its jurisdiction over them or any part of them with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the county may deem fit.

## XIII. SUCCESSORS AND ASSIGNS

All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Franchisee, and all privileges, as well as all obligations and liability of the Franchisee, shall ensure to its successors and assigns equally as if they were specifically mentioned wherever the Franchisee is mentioned. Any reference in this franchise to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired its interest in compliance with the terms of this franchise, or under law.

## XIV. TRANSFER/ASSIGNMENT

Franchisee may assign or transfer this franchise after prior written notice to County of Mason and assignee's written commitment, in a form and content approved by the County Prosecutor, delivered to County of Mason, that assignees shall thereafter be responsible for all obligations of Franchisee with respect to the franchise and guaranteeing performance under the terms and conditions of the franchise and that transferee will be bound by all the conditions of the franchise and will assume all the obligations of its predecessor. Such an assignment shall relieve the Franchisee of any further obligations under the franchise, including any obligations not fulfilled by Franchisee's assignee; provided that, the assignment shall not in any respect relieve the Franchisee, or any of its successors in interest, of responsibility for acts or omissions, known or unknown, or the consequences thereof, which acts or omissions occur prior to the time of the assignment. No franchise or master road use permit may be assigned or transferred without filing or establishing with the county the insurance

Franchisee's commission of an Event of Default hereunder.

3. Injunction. County shall be entitled to restrain, by injunction, the actual or threatened commission or attempt of an Event of Default and to obtain a judgment or order specifically prohibiting a violation or breach of this Agreement without, in either case, being required to prove or establish that County does not have an adequate remedy at law. Franchisee hereby waives the requirement of any such proof and acknowledges that County would not have an adequate remedy at law for Franchisee's commission of an Event of Default hereunder.

4. Alternative Remedies. Neither the existence of other remedies identified in this franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the County to commence an action for equitable or other relief, and/or proceed against Franchisee and any guarantor for all direct monetary damages, costs and expenses arising from the Default and to recover all such damages, costs and expenses, including reasonable attorneys' fees. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

## XVII. SUBSEQUENT ACTION

In the event that after this franchise becomes effective, (a) there is a change in the law which broadens the authority of the County of Mason or the Franchisee with respect to any act permitted or authorized under this franchise; or (b) the County of Mason or the Franchisee believe that amendments to this franchise are necessary or appropriate, then the County of Mason and the Franchisee agree to enter into good faith negotiations to amend this franchise so as to enable the Parties to address, in a manner reasonably acceptable to all Parties, such change or other development which formed the basis for the negotiations. The Parties recognize that the purpose of the negotiations would be to preserve, to the maximum extent consistent with law, the scope and purpose of this franchise.

Mason County reserves for itself the right at any time upon ninety (90) days written notice to the Franchisee, to so change, amend, modify or amplify any of the provisions or conditions herein enumerated to conform to any state statute or county regulation, relating to the public welfare, health, safety or highway regulation, as may hereafter be enacted, adopted or promulgated and this franchise may be terminated at such time a public hearing is held by the Board of County Commissioners, and the Franchisee's utility facilities are found not to be operated or maintained in accordance with such statute or regulation.

## XVIII. ACCEPTANCE

Franchisee shall execute and return to the County of Mason a signed acceptance of the franchise granted hereunder. The acceptance shall be in the form of the acceptance attached hereto as Exhibit "A", and in accepting the franchise, Franchisee warrants that it has carefully read the terms and conditions of this franchise and accepts all of the terms and conditions of this franchise and agrees to abide by the same and acknowledges that it has relied upon its own investigation of all relevant facts, that it has had the assistance of counsel, that it was not induced to accept a franchise, that this franchise represents the entire agreement between the Franchisee and the County of Mason. In the



address.

Franchisee: ORCHARD BEACH COMMUNITY GROUP  
1217 SW ORCHARD ST  
SEATTLE, WA 98106  
Attn: JAMES LODER, SEC/TRE

Grantor: County of Mason Public Works  
100 Public Works Drive  
Shelton, WA 98584

I. Approvals. Nothing in this franchise shall be deemed to impose any duty or obligation upon the County of Mason to determine the adequacy or sufficiency of Franchisee's plans and specifications or to ascertain whether Franchisee's proposed or actual construction, testing, maintenance, repairs, replacement, relocation, adjustment or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by the County of Mason. No approval given, inspection made, review or supervision performed by the County of Mason pursuant to this franchise shall constitute or be construed as a representation or warranty express or implied by County of Mason that such item approved, inspected, or supervised, complies with laws, rules regulations or ordinances or this franchise or meets any particular standard, code or requirement, or is in conformance with the plans and specifications, and no liability shall attach with respect thereto. County and inspections as provided herein, are for the sole purpose of protecting the County of Mason's rights as the owner or manager of the road rights-of-way and shall not constitute any representation or warranty, express or implied, as to the adequacy of the design, construction, repair, or maintenance of the utility facilities, suitability of the Franchise Area for construction, maintenance, or repair of the utility facilities, or any obligation on the part of the County of Mason to insure that work or materials are in compliance with any requirements imposed by a governmental entity. County of Mason is under no obligation or duty to supervise the design, construction, installation, relocation, adjustment, realignment, maintenance, repair, or operation of the utility facilities.

J. Force Majeure. Neither Party hereto shall be liable to the other Party for any failure to perform an obligation set forth herein to the extent such failure is caused by war, act of terrorism or an act of God, provided that such Party has made and is making all reasonable efforts to perform such obligation and minimize any and all resulting loss or damage.

K. Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Party or Parties may require. The provisions of this franchise shall be construed as a whole according to their common meaning, except where specifically defined herein, not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this franchise.

Section VIII, shall continue in effect as to the Franchisee, notwithstanding any expiration, termination, revocation or forfeiture of the franchise, except to the extent that a County-approved transfer, sale, or assignment of the utility system is completed, and another entity has assumed full and complete responsibility for the utility system or for the relevant acts or omissions.

S. Warranties. By acceptance of this franchise, Franchisee warrants:

1. That Franchisee has full right and authority to enter into and perform this Franchise in accordance with the terms hereof, and by entering into or performing this Franchise, Franchisee is not in violation of its charter or by-laws, or any law, regulation, or agreement by which it is bound or to which it is subject; and

2. That the execution, delivery, and performance of this Franchise by Franchisee has been duly authorized by all requisite Board/Commission action, that the signatories for Franchisee of the acceptance hereof are authorized to sign this Franchise, and that the joinder or consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Franchise and acceptance.

DATED at Shelton, Washington this 20th day of OCTOBER 2021.


APPROVED:

  
County Engineer

Approve as to form:

  
Chief D.P.A.

BOARD OF COMMISSIONERS  
MASON COUNTY, WASHINGTON

  
Chair

  
Vice Chair

  
Commissioner

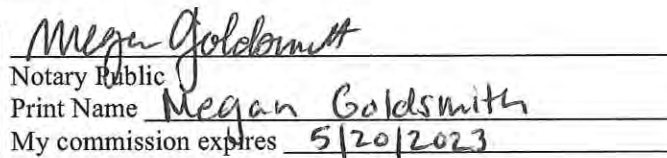
Ordinance No. 115-06, effective November 14, 2006.

I certify that this franchise and all terms and conditions thereof are accepted by  
Orchard Beach Community Group, without qualification or reservation.

FRANCHISEE

STATE OF Washington )  
 ) ss.  
COUNTY OF Mason )

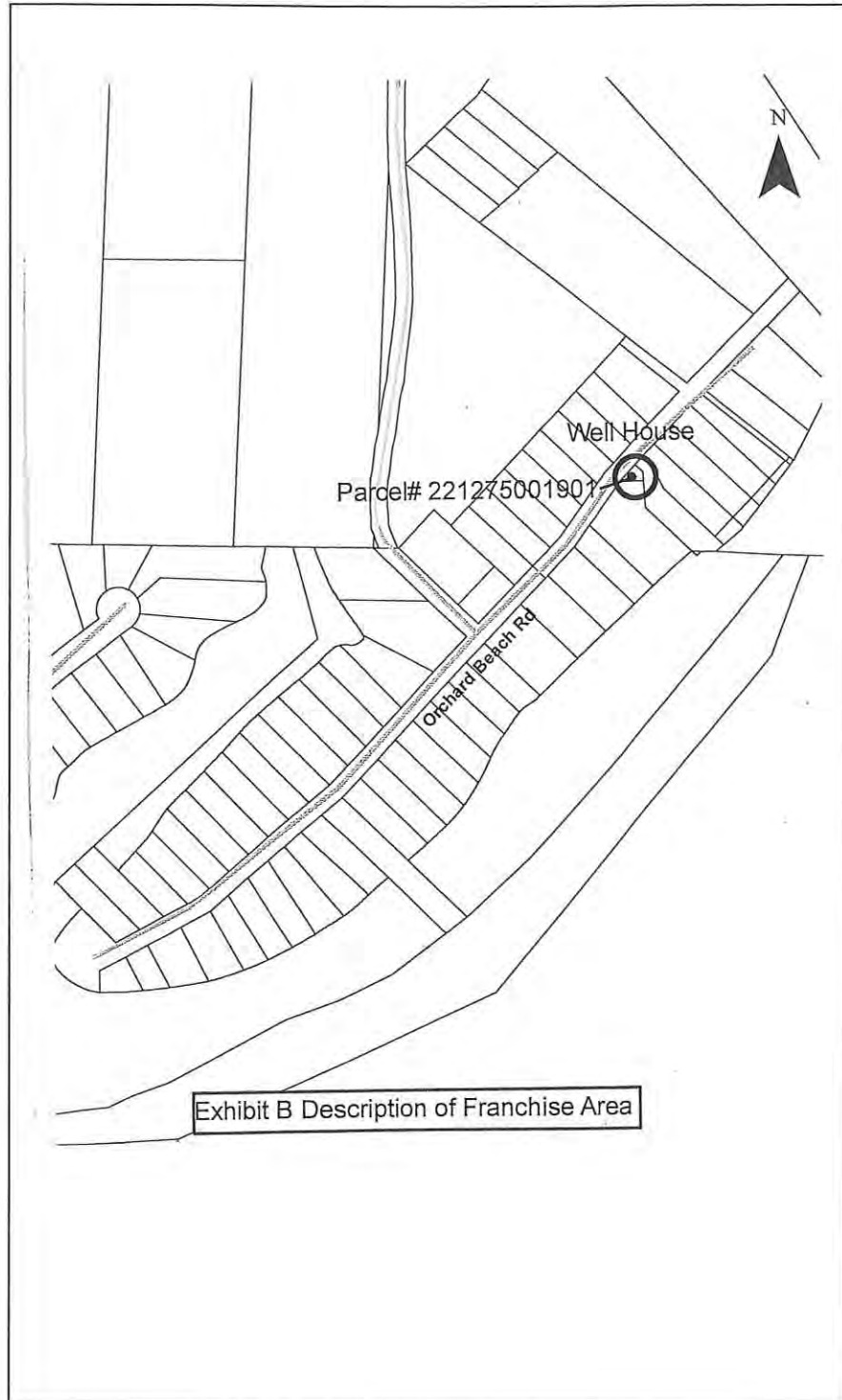
Dated: 9/8/2021





## EXHIBIT B

### Description of Franchise Area



RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

County of Mason  
100 West Public Works Drive  
Shelton WA 98584  
Attn: County Engineer

Grantor: COUNTY OF MASON, a legal subdivision of the state of Washington  
Grantee: ORCHARD BEACH COMMUNITY GROUP

**Legal Description of Benefited Property**

Legal Description: MADINGS ORCHARD BEACH BLK: A LOT: 6-A \*DOR #13076-001\*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Assessor's Tax Parcel ID#: 22127 50 01901

2169821 MASON CO WA

10/29/2021 09:33 AM AGREE

MASON COUNTY PUBLIC WORKS #166372 Rec Fee: \$205.50 Pages: 3



RECORDED AT THE REQUEST OF AND  
AFTER RECORDING RETURN TO:

County of Mason  
100 West Public Works Drive  
Shelfton WA 98584  
Attn: County Engineer

Title: **Orchard Beach Community Group Franchise Agreement**

Grantor: COUNTY OF MASON, a legal subdivision of the state of Washington

Grantee: ORCHARD BEACH COMMUNITY GROUP

Description

of Franchise Area: SEE EXHIBIT B

MADINGS ORCHARD BEACH BLK: A LOT: 6-A \*DOR #13076-001 \*

Assessor's Tax Parcel ID#: 22127 50 01901