

2218091

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

ASSIGNMENT OF APPLICATION OR PERMIT TO APPROPRIATE WATER

\$5.00 ASSIGNMENT FEE

I, Pabst Brewing Company, as successor in interest to Olympia Brewing Company of Thurston County, WA (Applicant/Permittee) (County)

do hereby assign, transfer and set over unto City of Tumwater (Assignee)

of 555 Israel Road S.W., Tumwater, Washington 98501 (Address)

all of my right, title and interest in and to Permit (Application/Permit)

Number G2-01071P for the appropriation of waters of groundwater (Stream, Lake, Spring, Well, etc.)

in Thurston County, as said permit appears of record in the (Application/Permit)

office of the Department of Ecology, Olympia, Washington.

Witness my hand this _____ day of April, 1996.

PABST BREWING COMPANY

By [Signature]
Its Gen. Mgr.

CITY OF TUMWATER

By [Signature]
Its Mayor

install surface and below ground improvements associated with golf course facilities, including cart paths, irrigation facilities and utilities. However, the City may not construct buildings or other permanent above ground structures within the Easement Area without the prior written consent of Pabst and may not permit new or additional uses within the Easement Area which interfere in any material way with Pabst's rights and interests hereunder.

In connection with the sale of the Property to the City, Pabst is also transferring to the City wells 29 and 31 and the water rights related thereto. Nothing in this Agreement shall prevent, restrict or limit City in exercising its rights to appropriate water from wells 29 and 31 for uses allowed by and consistent with the water rights associated therewith.

The City and Pabst acknowledge that wells 29 and 31 and the water rights related thereto (which are being transferred to the City) and well 39 and the water rights related thereto (which is being retained by Pabst), operate in close proximity to each other, and may draw water from the same aquifer. Pabst and the City agree upon the request of the other to share information regarding expected pumping schedules associated with the use of their respective wells. The City agrees to take reasonable steps to operate wells 29 and 31 during the irrigation season (April 15 to October 1) so as not to withdraw more water than necessary to irrigate the Property in accordance with sound golf course management practices.

Notwithstanding the other provisions in this Section 7, the parties acknowledge that nothing in this Agreement shall limit the right of Pabst to withdraw water from the Wells up to the maximum amount permitted by and for the uses allowed by the Water Rights, and except as provided in the last sentence of the immediately preceding paragraph, nothing in this Agreement shall limit the right of the City to withdraw water from wells 29 and 31 up to the maximum amount permitted by and for the uses allowed by the Water Rights associated with wells 29 and 31. As between themselves, the City and Pabst agree that the Water Rights associated with the Wells and the water rights associated with wells 29 and 31 shall be deemed to have equal priority in time and use, irrespective of when the water rights for such wells were actually obtained or perfected.

Pabst acknowledges that the City operates its Palermo wellfield on property adjacent to the Property on the west, which may draw water from the same basin and aquifer as the Wells. The City may, and Pabst does not object to, the relocation of any well from the Palermo wellfield to the Property so long as there is no interference with the Wells and Pabst's exercise of the Water Rights.

8. Restrictions on Rights of Pabst. In exercising its rights and enforcing its remedies under this Agreement, Pabst agrees to comply with the following restrictions and provisions.