

WHEREAS, the East Wenatchee Water District, East Wenatchee, Washington, has heretofore approved and executed a Grant Agreement in the form of an Offer dated November 7, 1962, and an Acceptance dated November 10, 1962, and Amendment No. 1 dated June 18, 1963, with the United States of America, acting by and through the Director for Northwest Operations, for Federal assistance under the Public Works Acceleration Act, Public Law 87-658, in the form of a Grant in connection with the Project referred to in said Agreement; and

WHEREAS, the United States of America, acting by and through the Housing and Home Finance Administrator, has tendered an Amendatory Grant Agreement incorporating certain modifications in the Grant Agreement, including increase in the amount of the estimated project cost and eligible project cost; and

WHEREAS, said Amendatory Grant Agreement has been duly read in open meeting, fully considered in accordance with all pertinent rules of procedure and legal requirements, and made a part of the records of the East Wenatchee Water District, East Wenatchee, Washington; and

WHEREAS, it is deemed advisable and in the public interest that said Amendatory Grant Agreement be approved and its execution authorized;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the East Wenatchee Water District, East Wenatchee, Washington, that said Amendatory Grant Agreement be and the same hereby is approved without reservation or qualification.

BE IT FURTHER RESOLVED that L. H. Fraley, the President of the Board of Commissioners of the East Wenatchee Water District, East Wenatchee, Washington, be and he is hereby authorized to execute said Amendatory Grant Agreement, and Ivan Eustace, the Secretary of said Board, be and he is hereby authorized to attest the execution of said Amendatory Grant Agreement.

AMENDATORY GRANT AGREEMENT

THIS AMENDATORY GRANT AGREEMENT, by and between the East Wenatchee Water District, East Wenatchee, Washington (herein called the "Applicant") and the Housing and Home Finance Agency (herein called the "Government"), WITNESSETH:

WHEREAS, the Grant Agreement between the Government and the Applicant, in the form of an Offer dated November 7, 1962, and an Acceptance dated November 10, 1962, and Amendment No. 1 dated June 18, 1963, provides a grant to the Applicant of \$152,500 or 50 per cent of the eligible project cost, whichever is the lesser;

WHEREAS, the Government has approved the request of the Applicant that the amount of the estimated project cost and the eligible project cost be increased;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing to the Government and the Applicant, said Grant Agreement is hereby amended as follows:

1. In the first paragraph on the eighth line delete '\$350,500' and substitute therefor '\$376,900' on the face of the Grant Offer.
2. In the first paragraph on the thirteenth line delete '\$305,000' and substitute therefor '\$331,400' on the face of the Grant Offer.

THIS AMENDATORY GRANT AGREEMENT shall become effective as of the date hereof and all of the provisions of the original Grant Agreement, except as hereby amended, shall remain in full force and effect.

EAST WENATCHEE WATER DISTRICT

HOUSING AND HOME FINANCE AGENCY
COMMUNITY FACILITIES ADMINISTRATION

By L. H. Fraley
L. H. Fraley, Pres.

By L. R. Durkee
L. R. Durkee
Director for Northwest Operations

(SEAL)

ATTEST:

By Jan K. Wallace
Secretary, Secretary

August 27, 1963

AGREEMENT

THIS AGREEMENT, made and entered into by and between

Manager of East Wenatchee Water District,
Public Official Public Body

hereinafter called Public Official, the Douglas County Bank
Depository Bank

East Wenatchee, Washington, hereinafter called the Depository, and
City

the SEATTLE TRUST AND SAVINGS BANK, hereinafter called the Trustee,

WITNESSETH:

Whereas, the Public Official will from time to time desire to deposit funds with the Depository, and the Depository will, from time to time, desire to deposit securities pledged as collateral for the repayment of monies in said Depository in a bank or trust company exercising trust powers as trustee for the safekeeping such securities; and

Whereas, the Depository has made written request upon the Public Official to designate Seattle Trust and Savings Bank, a trust company or bank exercising trust powers within the State of Washington as Trustee for the safekeeping of such securities, and that the Public Official has approved of said Trustee;

THE PUBLIC OFFICIAL, THE DEPOSITARY, AND THE TRUSTEE
AGREE AS FOLLOWS

The securities to be deposited by the Depository as collateral under the provisions of this Agreement must be approved by the Public Official and be of the type and meet the requirements set forth by statute

The Trustee agrees to issue receipts in duplicate describing the securities held and to deliver one of such duplicates to the Public Official to whom such securities are pledged and the other of such duplicates to the Depository by whom such securities are pledged. The purpose, terms and conditions of such holding shall be those recited in this Agreement and made a part hereof by reference to this Agreement

The condition of the pledge of such securities is the payment by the Depositary on demand or at a specified future date to the Public Official on his order, free of exchange at any place designated by him, all monies deposited by Public Official with it, and in the event the Depositary fails, refuses, or is in default in the prompt or faithful payment of a proper order drawn against such funds, of which default the Public Official shall be the sole judge, or in the event of the insolvency or closing of the Depositary, the Trustee shall upon the written demand of the Public Official deliver the securities deposited to the Public Official and the Public Official may without notice immediately sell or otherwise dispose of any or all of such securities at public or private sale to meet any deficiency, the proceeds of such sale to be applied to reduce the deposit liability of the Depositary, and to the extent the proceeds of such sale are insufficient to repay the Public Official the amount of the deposit liability, the Depositary shall be liable for such deficiency. Should the proceeds of such sale be in excess of its deposit liability to the Public Official, including any expense incurred in liquidating such collateral security, said excess shall be turned over to the Depositary or its legal representatives.

In the event the Public Official for any cause deems the manner in which the Trustee is performing his functions under this Agreement to be unsatisfactory, the Trustee shall, upon the written demand of the Public Official, and in accordance with his order, deliver the securities deposited to the Public Official or to a bank or trust company designated by him.

Until Seattle Trust receives written notification from Public Official that Depositary is in default in payment of any funds of Public Official on deposit with Depositary, Seattle Trust is authorized to collect any interest or other income due on securities held by it hereunder and deliver the same to the order of Depositary.

The charges or compensation of the Trustee for keeping such

securities shall be a charge against and shall be paid by the Depositary and shall not be chargeable to the Public Official as pledgee, nor shall such charges or compensation be a lien upon the bonds or securities in the custody of the Trustee.

Substitutions of securities deposited in trust under this Agreement may be made only with the written approval or request of the Public Official except that approval of substitutions of securities which are obligations of the United States Government of like par value may be made by use of telegraphic instructions by the Public Official.

Upon written request of the Depositary, the Public Official may order released from deposit with the Trustee collateral in excess of that required by law, and upon such order the Trustee shall deliver to the Depositary securities as designated therein.

Seattle Trust although acting as Trustee has no active duties as such and is merely a custodian for the safekeeping of the said securities and shall not be required to keep any of said securities insured, nor shall it be required with respect to the safekeeping of said securities to use any greater care than it does as to its own similar property

The Depositary warrants that it is authorized by law to pledge the collateral deposited hereunder with the Trustee for the purposes and in the manner set forth herein, and that all acts, conditions, and things required to exist, happen or to be performed on its part, precedent to and in the execution of this Agreement, and to the pledging of collateral have happened and have been performed.

The Trustee may at any time terminate future liability under this Agreement by delivery of the securities deposited with it to the Public Official.

In acknowledgment of the terms and conditions hereof, this Agreement has been executed in triplicate on the date set opposite the name of each below, and this Agreement shall be effective when executed by all three parties hereto.

8-9-63

Date

Public Body

By [Signature]
Public Official

8/9/63

Date

DOUGLAS COUNTY BANK
Depository Bank

By _____

Attest [Signature]

8/7/63

Date

SEATTLE TRUST AND SAVINGS BANK
Trustee

By [Signature]

Attest [Signature] V.P.