

**INTERLOCAL AGREEMENT CONCERNING
EAST BAY PLAZA**

This Agreement is made and entered into this 2nd day of May, 2008 between and among the LOTT Alliance (LOTT), Port of Olympia (Port), and the City of Olympia (Olympia), collectively "Parties" or "the Parties."

Whereas, the Parties have had continuing discussions for several months concerning the Port's East Bay property, which consists of approximately 14 acres of land bordered by Marine Drive, Jefferson Street State Avenue, and East Bay Avenue in Olympia, and;

Whereas, the Parties desire that lot number 4 (four) as indicated in the short plat map prepared by Skillings Connolly, attached hereto and labeled as Attachment A, currently owned by the Port, be designed and constructed as a public plaza in order to benefit the community, and;

Whereas, the firm of Miller Hull has prepared preliminary plans and designs for the plaza with the Parties' input in order to maximize public benefit while meeting each Partner's specific needs, and;

Whereas, each Party's objective is to participate in the design and construction of the plaza as described herein, and

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage, and

Whereas, the Parties intend to memorialize their agreement concerning the plaza, subject to each Party's governing body approval,

THEREFORE, BE IT RESOLVED THAT:

I. PROVISIONS THAT ARE SPECIFIC TO THE EAST BAY PLAZA:

1. The Port will transfer title to Lot 4 of East Bay Short Plat by warranty deed naming LOTT as fee simple owner, pursuant to a purchase agreement negotiated by the staff of the Port and LOTT, respectively, consistent with the provisions of Section I of this Interlocal Agreement.
2. The following provisions shall apply to the purchase of the plaza property, and to the development, operation, and maintenance of the plaza by the Parties after LOTT's purchase of the plaza property:
 - a. The overall design of the plaza shall be consistent with LOTT's corporate mission, and include a reclaimed water feature. Design of the plaza will be

consistent with the overall schematic design prepared by the firm of Miller-Hull which is attached hereto as Attachment B. The development of the plaza will be completed in phases. The first phase will be constructed by LOTT and Olympia, and include a reclaimed water feature, walking paths, and a landscaped area as more fully described in Attachment B. The construction of the first phase will be completed no later than the completion of the initial phase of the Hands On Children's Museum to be constructed on the adjoining Lot 5. Each successive phase will be consistent with the overall schematic design, and will be constructed, and costs allocated, by agreement of all of the Parties who participate in the construction of each phase. Except to the extent otherwise expressly provided herein or agreed to by the Port in writing, the Port shall not be required to contribute to the cost of the design or construction of the plaza.

- b. The Port, Olympia, HOCM, and LOTT shall jointly participate in the design of the plaza, including any phasing subsequent to the first phase, and each entity may include in the design features specific to such entity so long as such entity agrees to pay for such design features. The Port may request to have specific features included in the design to reflect the Port's contribution to the plaza and the community, subject to Port commission approval.
- c. The purchase price of the plaza property shall be the sum of one dollar (\$1.00), plus other consideration as described in the purchase agreement.
- d. LOTT and Olympia will be responsible for the environmental cleanup of the plaza property, and the actual cost of such cleanup will be equally shared between LOTT and Olympia, and LOTT and Olympia will defend and indemnify the Port for any and all liability, claims, actions, assessments, fees, or litigation arising out of, or related to, the environmental condition of the plaza property; provided, however, that LOTT's purchase of the plaza property is subject to LOTT obtaining Washington State Department of Ecology's approval of an interim action workplan required for LOTT to develop the plaza property as proposed by LOTT with the estimated cost of the remedial action required by such workplan being no greater than \$366,850.
- e. The Parties acknowledge and agree that the Port may conduct environmental remediation of land adjoining the plaza property in conjunction with the Port's East Bay Short Plat improvements and other work prior to the remediation of the plaza property by LOTT and Olympia, and that if the Port encounters material that must be removed as part of remediation required by the Washington State Department of Ecology and the area affected by such material crosses the boundary line of the plaza property, then the Port will also perform the removal of such material to the extent that it extends onto the plaza property, and the reasonable cost of that portion of the work related to the plaza property shall be paid for by LOTT and Olympia within thirty (30) days from the date of the Port's invoice for such costs; provided that the total of such costs shall not exceed

\$366,850. Except as otherwise agreed to by the Parties in writing, any and all grant funds or other amounts received by any Party from the Department of Ecology or any other source for environmental remediation work performed on the Property or any surrounding property (“grant funds”) shall be retained by the Party awarded the grant funds, and no portion thereof shall be paid or credited to any other Party; provided, however, that the amount by which LOTT and Olympia are required to reimburse the Port for any environmental remediation work performed by the Port on the plaza property pursuant to this Section 2.e. shall be reduced to the extent that the Port received grant funds for such work.

- f. The Port will be responsible for the cost of environmental cleanup of the remainder of the East Bay MCTA site, as the site is defined now or in the future, and will defend and indemnify LOTT and Olympia for any and all liability, claims, actions, assessments, fees, or litigation arising out of, or related to, environmental cleanup in the remainder of the East Bay MCTA site; provided, however, that the Port will not be obligated as described in this paragraph to the extent a purchase agreement with one of the Parties modifies such obligation, or to the extent any contamination was caused by a Party to this Agreement, or to the extent an individual Party is independently responsible for cleanup of contamination in the East Bay MCTA site.
- g. LOTT will maintain and insure the plaza property for as long as it is the fee simple owner of the property and the plaza purpose remains consistent with LOTT’s corporate mission. Olympia will reimburse LOTT for their proportionate share of the cost of maintenance and insurance in a separate maintenance agreement to be agreed upon by each Party’s staff within 60 days of the effective date of the purchase agreement between LOTT and the Port.
- h. By subsequent agreement, LOTT may sell the plaza property to Olympia for the sum of one dollar, provided LOTT reserves an easement or other acceptable form of ownership of any portion of the property specifically related to its corporate mission, such as a reclaimed water feature, and provided that LOTT’s duty to maintain and insure the premises is thereafter limited to those features it continues to own, and provided that Olympia agrees to thereafter maintain and insure the plaza property and otherwise perform all agreements of LOTT or Olympia with respect to the plaza property in this or any other agreement. Except as stated above, the plaza property, and the operation of the plaza property, shall not be sold, assigned, leased to, or contracted to, any other person in whole or in part without the prior written consent of the Port, in its sole and absolute discretion. The maintenance of the Plaza may be contracted to a third party, provided that LOTT or Olympia will continue to remain primarily responsible for such maintenance, and that LOTT or Olympia give prior notice to the Port of such contract and consider the input of the Port, if any, with respect thereto.

- i. If LOTT or Olympia decides not to use, or fails or ceases to use, the property as a public plaza, or attempts or actually does sell, assign, or lease the property or any part thereof, or contracts the operation or maintenance of the property or any part thereof to any person other than LOTT or Olympia without the prior written consent of the Port, the Port will have the right, but not the obligation, to declare a reversion and to retake ownership and possession of the property pursuant to the terms stated in the purchase agreement, which will include payment of one dollar (\$1.00) and reimbursement by the Port to LOTT and Olympia of their reasonable environmental remediation costs of the property up to a total aggregate amount of \$366,850, and the right to have improvements removed at the expense of the Party that constructed the improvement.
 - j. Any remaining funds deposited into escrow by LOTT or Olympia for the design or construction of the plaza property pursuant to any existing purchase agreement(s) with the Port shall be released to the party(ies) that made such deposit(s) for their use in the design, environmental remediation, and construction of the plaza property pursuant to this Interlocal Agreement.
 - k. LOTT shall pay the Port seven percent (7%) of the total cost of the design and construction of the infrastructure necessary to accomplish the East Bay Short Plat as approved by the City (the total cost of which is presently estimated to be \$5 million – \$7 million). Payment shall be made on the later of (i) Closing of the purchase of the plaza property, or (ii) thirty (30) days after completion of the East Bay Short Plat improvements and the Port's written request for reimbursement together with a copy of documents evidencing the costs incurred by the Port for such improvements and the calculation of LOTT's share of such costs.
3. The Port and LOTT intend that the purchase agreement referred to herein will be submitted to their governing bodies for consideration with this Agreement. The Parties agree to enter into any interlocal and other agreements necessary to effectuate the Parties' intent as described herein.
4. If either (a) the sale of Lot 4 to LOTT does not close, or (b) the sale of Lot 5 to Olympia and the construction of a Hands On Children's Museum on such property does not take place, then this Agreement may be terminated by LOTT, Olympia, or the Port. If the Port does not choose to terminate this Agreement and either LOTT or Olympia also does not choose to terminate this Agreement, then this Agreement will remain in effect between the remaining Party and the Port.
5. This Agreement contemplates, and is conditioned upon, additional, more specific agreements as referred to herein.
6. In the event that the Parties hereto differ with respect to the interpretation or execution of this Agreement, the chief executive of each Party shall meet and confer within a

reasonable period of time and in no case more than 10 days after the matter becomes apparent.

7. Upon approval of each respective Party's governing body, this Agreement may be executed by the governing body's chief executive.

II. INTERLOCAL ELEMENTS:

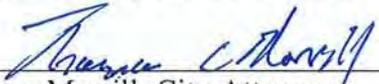
1. Duration. This Agreement shall remain in force until neither LOTT nor the City of Olympia shall have any ownership interest in the property or as described in paragraph I(4) and (5) herein.
2. The purpose of this Agreement is to define the responsibilities of the Parties with respect to the East Bay Plaza design, environmental clean-up, construction, development, and ownership, as more fully described herein.
3. No separate legal or administrative entity is created by this agreement. LOTT, the City of Olympia, and the Port will each designate one individual who together will be responsible for the joint administration of this Agreement and all actions to be taken by the Parties pursuant thereto. The initial designee for LOTT is Rick Hughes. The initial designee for the City of Olympia is Tom Morrill. The initial designee for the Port is Kari Qvigstad. Each party may change their designated administrator at any time and from time to time upon notice to the other party.
4. No joint organization is created.
5. No joint budget is created.
6. Nothing in this Agreement relieves any party of any obligation or responsibility imposed upon it by law.
7. If one or more clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are found to be unenforceable, illegal, or contrary to public policy. If this occurs, the Parties agree to negotiate new provisions to replace the provisions found to be illegal, invalid, or unenforceable.
8. This Agreement, together with the purchase agreement and other agreements and documents referred to herein, constitutes the complete and final agreement of the Parties with respect to its subject matter, replaces and supersedes all oral and/or written proposals and agreements heretofore made by the Parties with respect to its subject matter, and may be modified only by a writing signed by the Parties hereto.
9. This Agreement may be executed in two or more counterparts, and each counterpart so executed shall constitute part of one Agreement binding on all parties that have executed the Agreement.

10. This agreement shall be recorded with the Thurston County Auditor's Office prior to being effective.

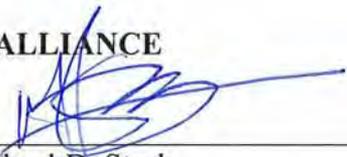
CITY OF OLYMPIA

By: 
Steve Hall
Its: City Manager

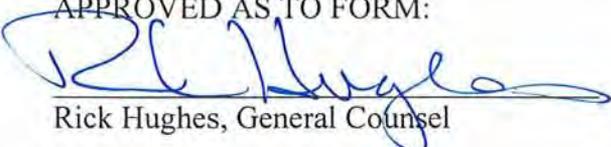
APPROVED AS TO FORM:


Tom Morrill, City Attorney

LOTT ALLIANCE

By: 
Michael D. Strub
Its: Executive Director

APPROVED AS TO FORM:


Rick Hughes, General Counsel

PORT OF OLYMPIA

By: 
E. B. Galligan
Its: Executive Director

APPROVED AS TO FORM:


Robert I. Goodstein, Attorney for the Port

ATTACHMENT A

COPY

DESCRIPTION

LOTS 6, 7, AND 8 IN BLOCK 11 OF SWAN'S ADDITION TO OLYMPIA, AS PER PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS AT PAGE 37; TOGETHER WITH THE SOUTHERLY HALF OF VACATED ALLEY ADJOINING LOT 5 ON THE NORTH, EXCEPTING THEREFROM THAT PORTION OF LOT 6 CONVEYED TO THE CITY OF OLYMPIA BY DEED DATED APRIL 29, 1979 AND RECORDED UNDER RECORDING NO. 821164; AND DEED RECORDED JUNE 29, 1987 UNDER AUDITOR'S FILE NO. 8706290142.

ALSO A PORTION OF LOT 1 OF OLYMPIA AREA ROWING BRIDGING SITE PLAN, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NO. 3761387 LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 58, OLYMPIA ISLANDS; THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 58, NORTH 15°50'02" EAST 334.59 FEET; THENCE SOUTH 01°08'12" EAST 83.09 FEET; THENCE SOUTH 04°13'20" EAST 852.10 FEET; THENCE NORTH 85°46'40" EAST 730.03 FEET; THENCE SOUTH 32°14'28" EAST 193.42 FEET; THENCE NORTH 85°46'40" EAST 47.08 FEET TO A POINT ON THE BOUNDARY OF SAID LOT 1 AND THE TERMINUS OF THIS DESCRIBED LINE.

SITUATE IN THE CITY OF OLYMPIA, COUNTY OF THURSTON COUNTY, STATE OF WASHINGTON.

**SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M.
CITY OF OLYMPIA, THURSTON COUNTY, WASHINGTON**

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SHORT SUBMISSION IS BASED UPON AN ACTUAL FIELD SURVEY OF A PORTION OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN AND THAT THE COURSES AND DISTANCES ARE CORRECT AND THAT THE CORNERS OF LOT 1 THRU 9 HAVE BEEN STAKED ON THE GROUND, WITH #5 REBAR AND PLASTIC SURVEYOR'S IDENTIFICATION CAPS.



REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 27192

DATE: _____

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED, THE PORT OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION, OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATED, HEREBY DECLARES THIS LAND DIVISION AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC STREETS, AVENUES, PLACES, AND EASEMENTS FOR SEWER, WATER AND STREET LIGHTS, OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE DIVISION, AND THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS FROM THE LOTS, TRACTS, ETC. SHOWN ON THIS PLAT, IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN THEREON.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL
THIS _____ DAY OF _____, 200__.

F.B. GALLIGAN
EXECUTIVE DIRECTOR

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF THURSTON }

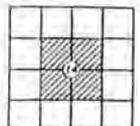
THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 200__ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED F.B. GALLIGAN, EXECUTIVE DIRECTOR OF THE PORT OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE SIGNED AND SEALED THE SAME INSTRUMENT AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREON MENTIONED AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THE SEALS AFFIXED (IF ANY) ARE THE CORPORATE SEALS OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND TO AFFIX MY SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING IN _____

MY COMMISSION EXPIRES _____

AUDITOR'S INDEXING DATA



TOWNSHIP 18 NORTH
RANGE 2 WEST

COMMUNITY PLANNING AND DEVELOPMENT
EXAMINED AND APPROVED THIS _____ DAY OF _____, 200__.

CITY OF OLYMPIA COMMUNITY PLANNING
AND DEVELOPMENT DEPARTMENT

CLERK-TREASURER CERTIFICATE

I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR _____
EXAMINED AND APPROVED THIS _____ DAY OF _____, 200__.

CLERK-TREASURER

OLYMPIA CITY ENGINEER CERTIFICATE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 200__.

OLYMPIA CITY ENGINEER

THURSTON COUNTY HEALTH OFFICER CERTIFICATE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 200__.

THURSTON COUNTY HEALTH OFFICER

THURSTON COUNTY ASSESSOR CERTIFICATE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 200__.

THURSTON COUNTY ASSESSOR

THURSTON COUNTY TREASURER CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES ON THIS LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR _____
EXAMINED AND APPROVED THIS _____ DAY OF _____, 200__.

THURSTON COUNTY TREASURER

THURSTON COUNTY AUDITOR CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF OLYMPIA THIS _____ DAY OF _____, 20__ AT _____ MILES PAST _____ O'CLOCK _____ M.
AND RECORDED UNDER AUDITOR'S FILE NUMBER _____
RECORDS OF THURSTON COUNTY WASHINGTON.

THURSTON COUNTY AUDITOR DEPUTY AUDITOR

SHEET 1 OF 2



5016 Lacey Boulevard SE,
Lacey, Washington 98503
(360) 491-3399 (800) 454-7545
Fax (360) 491-3857

07156



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 01°08'12" E	83.05
L2	N 85°48'40" E	71.01
L3	N 85°46'40" E	47.08
L4	N 85°56'14" E	80.00
L5	S 04°04'11" E	10.00
L6	N 85°55'02" E	60.00
L7	S 77°10'33" E	37.37
L8	S 41°23'06" E	74.01
L9	S 88°25'29" E	72.68
L10	S 88°25'29" E	23.17
L11	S 57°40'20" E	36.08
L12	S 68°32'47" E	39.71

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	8°32'12"	319.00	56.43
C2	115°32'12"	23.00	46.38
C3	94°21'17"	23.00	37.88
C4	84°27'43"	23.00	25.88
C5	115°32'12"	23.00	46.38
C6	84°27'43"	21.00	25.88
C7	90°00'06"	19.00	39.69
C8	80°51'38"	21.00	36.07
C9	36°15'15"	26.00	16.43
C10	25°32'11"	300.00	131.71
C11	21°08'09"	265.00	97.76
C12	25°10'43"	300.00	222.68
C13	30°09'32"	79.00	51.95
C14	2°36'43"	335.00	15.32
C15	89°58'51"	23.00	36.12
C16	89°59'02"	21.00	36.12
C17	89°59'29"	21.00	36.12
C18	90°00'11"	23.00	36.13
C19	89°58'47"	21.00	36.12
C20	58°27'27"	14.06	34.75
C21	80°59'24"	21.00	36.12
C22	9°22'13"	300.00	81.77
C23	2°36'26"	708.00	35.86



REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 27192

BASIS OF BEARINGS

WASHINGTON COORDINATE SYSTEM NAD83/91, SOUTH ZONE
BASED ON GPS FIX 185 TO:

THURSTON COUNTY CONTROL POINTS
209 N 637,310.40, E 1,043,912.67
4th BRIDGE N 633,108.13, E 1,040,037.40

DISTANCES ARE GRID U.S. SURVEY FEET
COMBINED FACTOR 0.99918

EQUIPMENT AND PROCEDURES

TRIMBLE 5700 GPS RECEIVERS USING RTK SURVEY
METHODS

(THE RESULTS OF THE FIELD SURVEY EXCEED THE
REQUIRED STANDARDS LISTED IN WAC
332-130-080 & 332-130-090)



NOTES:

- ① 10' X 15' PUGET POWER EASEMENT APN. 521223
- ② 10' UTILITY EASEMENT CITY OF OLYMPIA EASEMENT NO. 623 E.
- ③ 15' X 30' PUGET POWER EASEMENT APN. 1085406
- ④ 20' SEWER EASEMENT CITY OF OLYMPIA EASEMENT NO. 654
- ⑤ 15' UTILITY EASEMENT APN. 575888
- ⑥ UTILITY EASEMENT APN. 8408720031
- ⑦ 8' UTILITY EASEMENT APN. 380581
- ⑧ 1' ADDITIONAL R/W DEDICATION
- ⑨ ADDITIONAL R/W DEDICATION
- ⑩ PROPOSED 20' UTILITY EASEMENT FOR STORM DRAINAGE
- ⑪ PROPOSED EASTMENT FOR MARINE DRIVE

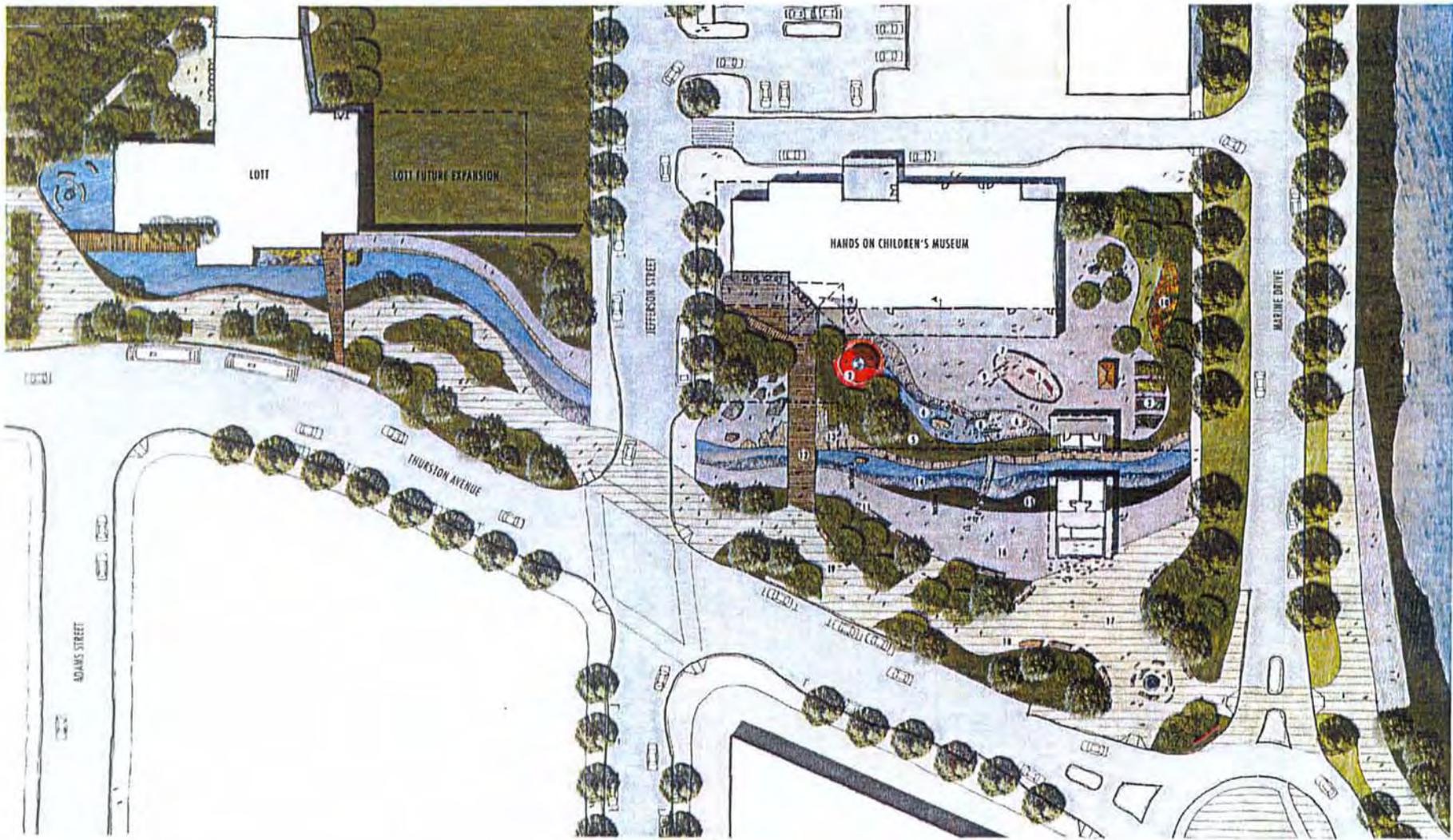
AREAS

SHORT PLAT AREA = 13.58 ACRES
REMAINING CONTIGUOUS AREA = 221.72 ACRES



5018 Lacey Boulevard SE, Lacey, Washington 98503
(360) 481-3399 (800) 454-7545 Fax (360) 481-3657

ATTACHMENT B



EAST BAY CIVIC PLAZA . OLYMPIA, WA



1 sand play/climbing structure

2 mountain form/water source

3 gas den

4 water source

5 fence

6 water and sand play sculpture

7 sand box with seating wall

8 troughs between water and sand

9 enclosed wood steps

10 butterfly garden

11 wood and concrete benches

12 ice dock walkway

13 flagstone path and water source

14 bench

15 planting at water edge

16 decomposed granite

17 oyster shells in concrete boards

18 interpretive markers

19 planted mounds