

*When recorded return to:*

LOTT Clean Water Alliance  
500 Adams Street NE  
Olympia, WA 98501

**INTERLOCAL AGREEMENT  
BETWEEN  
LOTT CLEAN WATER ALLIANCE AND THE CITY OF TUMWATER  
FOR  
SPECIAL DISPOSITION OF PUBLIC PROPERTY FOR AFFORDABLE HOUSING**

This Agreement is made and entered into this 19<sup>th</sup> day of October 2021, by and between LOTT Clean Water Alliance, herein referred to as "LOTT" and the City of Tumwater, herein referred to as "the City".

**Whereas**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**Whereas**, RCW 39.33.015 permits a public agency to transfer, lease or dispose of surplus public property for purposes of affordable housing to another public body on any mutually agreeable terms and conditions; and

**Whereas**, the parties agree to enter into this agreement for the transfer of public property for the purpose of affordable housing; and

**Whereas**, it is necessary for the parties to enter into an agreement to set forth the terms, conditions, and requirements for the transfer of such property.

NOW, THEREFORE, in consideration for the terms and conditions contained herein the parties agree as follows:

**I. Purpose/Objective**

The purpose of this Agreement is to allow LOTT to transfer to the City surplus public property located at 6541 Henderson Blvd. SE, Olympia, WA. The property is described in Exhibit A attached hereto. This property will be transferred pursuant to the provisions of RCW 39.33.015 for the purpose of contributing to the supply of affordable housing which has significant benefit to the general public.

**II. Terms**

1. Subject to holding of a public hearing pursuant to RCW 39.33.020, LOTT and the City agree to enter into a Purchase and Sale Agreement for the transfer of surplus public property located at 6541 Henderson Boulevard SE. The parties intend to enter into an agreement, which will allow closing of this transaction on or before March 1, 2022 unless parties mutually agree in writing to a later closing date.
2. The City agrees to pay LOTT a purchase price of \$200,000.00 for transfer of said property to compensate for the cost incurred when LOTT acquired the property.
3. The City agrees that this property will be used for the sole purpose of providing affordable housing as a public benefit under RCW 39.33.015.
4. The City agrees that if the property is no longer used for affordable housing, LOTT will receive an option to re-purchase the property for the price stated above plus the actual costs of any documented improvements to the real property.
5. LOTT shall indemnify, defend and hold the City harmless from any actions, suits, claims, damages or liability whatsoever, including reasonable attorney's fees, which may arise out of LOTT's actions involving the sole negligence of LOTT under this Agreement. Liability for all other claims not involving sole negligence of LOTT shall be shared in accordance with each party's respective proportionate share of total liability.
6. The City shall indemnify, defend and hold LOTT harmless from any actions, suits, claims, damages or liability whatsoever, including reasonable attorney's fees, which may arise out of the City's actions involving the sole negligence of the City under this Agreement. Liability for all other claims not involving sole negligence of the City shall be shared in accordance with each party's respective proportionate share of total liability.
7. This Agreement shall terminate upon closing of the property transfer contemplated herein. Either party may terminate the agreement at any time by providing written notice to the other party. Sections II(4), II(5) and II(6) shall survive termination of the Agreement.

**III. Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

**IV. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

**V. Effective Date**

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

**CITY OF TUMWATER**

DocuSigned by:  
*Joan Cathey*  
61D271D6D4274A4...  
Joan Cathey  
Mayor Pro Tem

Date: 11/3/2021

Approved as to form:

DocuSigned by:  
*karen kirkpatrick*  
9F0E9D38F34249E...  
City Attorney

**ATTEST**

DocuSigned by:  
*Melody Valiant*  
E67FCE580BA048B...  
Melody Valiant  
City Clerk

**LOTT CLEAN WATER ALLIANCE**

DocuSigned by:  
*Michael Strub*  
A82E6BEAA61049D...  
Michael D. Strub  
LOTT Executive Director

Date: 11/2/2021

Approved as to form:

DocuSigned by:  
*Jeff Myers*  
05E59FA71E1D48F...  
General Counsel

**ATTEST**

DocuSigned by:  
*Maegen McAuliffe O'Leary*  
7CC25BB4007B4A2...  
Maegen McAuliffe  
LOTT Corporate Secretary

**EXHIBIT A**

**Legal Description**

Tax Parcel No. 12701230202; 6541 Henderson Blvd SE, Olympia, WA 98501

PARCEL 3 OF SHORT SUBDIVISION NO. SS-2312, AS RECORDED JUNE 16, 1989  
UNDER AUDITOR'S FILE NO. 8906160013.

EXCEPT FOR A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.,  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE SOUTH  
88°39'13" EAST, 87.24 FEET TO THE WEST MARGIN OF HENDERSON BOULEVARD;  
THENCE ALONG SAID WEST MARGIN, NORTH 16°15'47" EAST 19.91 FEET TO  
BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF  
746.20 FEET; THENCE CONTINUING NORTHERLY ALONG SAID WEST MARGIN,  
ALONG THE ARC OF SAID CURVE 13.50 FEET THROUGH A CENTRAL ANGLE OF  
01°02'11"; THENCE DEPARTING SAID WEST MARGIN, NORTH 76°55'21" 75.72 FEET  
TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A  
RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 34.81 FEET,  
THROUGH A CENTRAL ANGLE OF 79°46'35" TO THE WEST LINE OF SAID SECTION  
1; THENCE ALONG SAID WEST LINE, SOUTH 02°51'14" 72.81 FEET TO THE POINT OF  
BEGINNING.

IN THURSTON COUNTY, WASHINGTON.