

*When recorded return to:*

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501-6558

INTERLOCAL AGREEMENT  
BETWEEN  
LOTT CLEAN WATER ALLIANCE AND THE CITY OF TUMWATER  
FOR  
LOTT RECLAIMED WATER STORAGE RESERVOIR PROJECT

This Agreement is made and entered into this 16<sup>th</sup> day of April 2014, 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**, pursuant to RCW 39.34.080, authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, the City owns property that has been acquired for purposes of locating a future neighborhood park known as the T Street Park as identified in the City's Capital Facilities Plan; and

**WHEREAS**, LOTT proposes to construct a reclaimed water storage reservoir and associated piping and appurtenances as part of its Capital Facilities Plan; and

**WHEREAS**, LOTT has conducted a Reclaimed Reservoir Site Alternatives Analysis to identify alternatives and select a preferred alternative for the location and siting of the reclaimed water reservoir and that study recommended the City's T Street Park site as the preferred location for the reservoir; and

**WHEREAS**, the Parties are in agreement that it is in the public interest and the best interests of the parties to cooperate in the joint development of the future park and the reclaimed water reservoir; and

**WHEREAS**, LOTT needs the City to grant the easements necessary to accommodate its facilities on City property; and

**WHEREAS**, the City desires to provide LOTT with the necessary easements in exchange for improvements that benefit both the LOTT facility as well as the City's future park; and

**WHEREAS**, it is necessary for the Parties to enter into an agreement to set forth the terms, conditions, and requirements for the LOTT Project.

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

**I. Purpose/Objective**

The purpose of this Agreement is to describe the terms and conditions negotiated between the parties necessary for LOTT to construct a reclaimed water reservoir and booster station and to locate a 12" drain pipe and 18" reclaimed water line on Tumwater property located at Section 35 Township 18 Range 2W TRA BLA-7342 A.F. #3024665 in exchange for improvements on the T Street Park project.

**II. City Responsibilities**

- A. The City agrees to provide LOTT with easements (attached hereto as Exhibit A) necessary to construct, operate and maintain the reclaimed water facilities included in the LOTT Reclaimed Water Storage Reservoir Project No. BI0804 (the "Project"), plans and specifications for which are made part of this agreement by reference and are on file at the LOTT Clean Water Alliance offices.
- B. The City of Tumwater will own, operate and maintain all aspects of the T Street Park, including the Improvements, and future Deschutes Valley Trail, as constructed now or in the future, as a City park facility, excluding the Project described in paragraph II. A.
- C. The City agrees to reimburse LOTT for the unit price bid (including any associated change orders) for the bid item, Additive Item No. 1 - Tumwater Valley Golf Course Irrigation Pump Station Modification as described in the plans and specifications for the Project (**Sheets M 3-1 and 3-2**) in an amount not to exceed \$40,000.00. In the unlikely event the project costs for Additive Item No. 1 reach \$40,000.00, LOTT is authorized to cease work on this project unless Tumwater authorizes additional work

in writing. The actual amount of reimbursement shall be for the contract amount paid by LOTT to its contractor, including any change orders. Reimbursement shall be made within 30 days following receipt of an invoice from LOTT following final acceptance of Project by LOTT.

### **III. LOTT Responsibilities**

- A. LOTT agrees to construct, install and provide the improvements listed below and as detailed in the plans and specifications for the Project (the "Improvements") including all work and appurtenances necessary to provide a complete work. During the course of the work, specific items may be modified as to the details included in the plans and specifications for the Project, to the extent the intent, function or character of the work is not adversely impacted. LOTT shall notify the City of any modifications. The Improvements are identified by Project Plan Sheet/Detail No.
1. T Street Frontage Improvements (Sheet C-6)
  2. 72" Type B Fence, Black Vinyl (Detail 1/L1-4.2)
  3. Parking Lot (Sheet C-6)
  4. Access Gate (Detail 1/L1-4.4)
  5. Rain Garden Gabion Wall (3/CD-8)
  6. Rain Garden (1/CD-4)
  7. LED Parking Lot Light (Detail 2/ED-2)
  8. Gabion Wall at Parking Lot (Detail 1/CD-8)
  9. Three (3) Retractable Bollards (Detail 3/CD-3)
  10. Concrete Paving adjacent to Parking Lot (for future Kiosk and Uni-sex Restroom Building) (Detail 2/L1-2)
  11. Water/Electrical/Sewer Stub for Future Uni-sex Restroom (Detail 1,2,4/CD-2)
  12. One (1) Trash Receptacle
  13. Asphalt Paved Trail from Parking Lot to Top of Tank (Detail 1/L1-1.2)
  14. Rolled Grass Pavers adjacent to Trail (Maintenance and Emergency Vehicle Access to Top of Tank) (Detail 2/L1-5.2)
  15. Rough Grading for Approx. Quarter of Future Trail Segment to 14<sup>th</sup> Fairway (Sheet L1-2.1)
  16. Trail Gabion Wall (Detail 1/CD-6)
  17. Gravel Path from Trail to Top of Tank (Detail 4/L1-5.1)
  18. Park Gabion Wall (Detail 3/CD-7)
  19. 36" Type A Fence, Black Vinyl (Detail 1/L1-4.1)
  20. Concrete Seat-walls (Detail 1/L1-3.0 & 3.1)
  21. Concrete Seat-walls, Decorative (Detail 2/L1-3.0)
  23. Crushed Surfacing Base Course on Top of Tank (Detail 4/L1-5.1)
  24. Underdrainage for Top of Tank (Sheets L1-2.2 & 2.3)
  25. Ornamental Guardrail at Top of Tank (Detail 1/L1-4.3)
  26. Irrigation System, including all piping, pumps, controllers and appurtenances from the point of connection to the reclaimed water line. (Sheets L1-6 thru 6.2)

- B. LOTT shall provide the City a Right-of-Entry for access to the roof of the reclaimed water reservoir for public use consistent with the intended use of the Improvements and the City's public access to the T Street Park.
- C. LOTT will own, operate and maintain all systems related to the reclaimed water tank, pumping facilities, related utilities and piping. LOTT shall maintain all of its facilities in good working order free of litter, debris and graffiti and shall not unreasonably interfere with the operation of the park.
- D. LOTT, as part of its project, shall complete the Tumwater Valley Golf Course Irrigation Pump Station Modification as described as Additive Item No. 1 in the plans and specifications for the LOTT Reclaimed Water Storage Reservoir Project No. BI0804 (Sheets M 3-1 and 3-2).

#### IV. **Indemnification**

LOTT shall indemnify, defend and hold the City harmless from any actions, suits, claims, damages or liability whatsoever, including Attorney's fees, which may arise out of Alliance'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.

The City shall indemnify, defend and hold LOTT harmless from any actions, suits, claims, damages or liability whatsoever, including Attorney's fees, which may arise out of 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.

#### V. **Insurance**

LOTT shall carry and maintain, for the duration of this Agreement General Liability insurance against claims for injuries to person or damage to property which may arise from or in connection with the use of the Facility. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$1,000,000 general aggregate. Tumwater shall be named as an insured on LOTT's General Liability insurance policy. The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect Tumwater. The insurance policy shall have a thirty (30) calendar days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. In the alternative, LOTT may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if such self-insurance provides protection equal to or greater than that specified herein. Any insurance, self-insurance, or insurance pool coverage maintained by Tumwater shall be excess of LOTT's insurance and shall not contribute with it. LOTT's maintenance of insurance as

required by the agreement shall not be construed to limit the liability of LOTT to the coverage provided by such insurance, or otherwise limit Tumwater's recourse to any remedy available at law or in equity.

**VI. No Separate Legal Entity**

This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030.

**VII. Duration of Agreement**

This Agreement shall be effective upon signature of both Parties and shall remain in effect until otherwise terminated by mutual agreement.

**VIII. Termination**

Failure to substantially comply with any of the provisions herein shall constitute a material breach of contract and will be cause for termination. Upon a material breach by the other party, a party may terminate this Agreement at any time after giving thirty (30) days written notice thereof, and an opportunity to cure.

This Agreement may also be terminated in whole or in part by mutual agreement of the Parties. Any termination by mutual agreement shall be in writing and shall set forth the conditions of termination, including the effective date.

**IX. Modification**

Any modification of this Agreement shall be in writing and shall be signed by both Parties. Modifications of this Agreement must be approved by the governing bodies of both Parties.

**X. Compliance With Law**

The Parties, in the performance of this Agreement, shall comply with all applicable federal, state and local laws including, without limitation, all City of Tumwater codes, ordinances, resolutions, and standards as they currently exist or are hereafter amended or newly adopted.

**XI. Dispute Resolution**

Any dispute under this Agreement shall first be submitted to mediation prior to bringing an action in a court of law. The City and LOTT shall share equally in the costs of such mediation with each Party bearing its own costs.

**XII. Recording**

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

**XIII. Notice**

Any notice required under this Agreement shall be by certified mail to the Party at the address listed below and shall become effective three days after the date of deposit in the United States Postal Service.

City  
City of Tumwater  
Mayor  
555 Israel Road SW  
Tumwater, WA 98501

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

**XIV. 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.

**XV. Effective Date**

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

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

  
\_\_\_\_\_  
Pete Kmet, Mayor

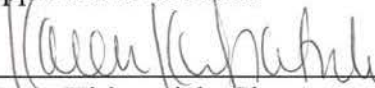
Date: 4/15/14

LOTT CLEAN WATER ALLIANCE  
500 Adams Street NE  
Olympia, WA 98501

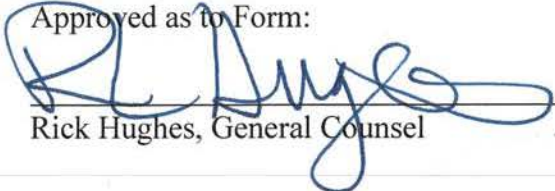
  
\_\_\_\_\_  
Michael D. Strub, Executive Director

Date: 4/10/14


Approved as to Form:

  
\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Approved as to Form:

  
\_\_\_\_\_  
Rick Hughes, General Counsel

Attest:

  
\_\_\_\_\_  
Farah Derosier, Corporate Secretary

**EXHIBIT A**

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Recording Requested By:

LOTT Clean Water Alliance  
500 Adams Street NE  
Olympia, WA 98501  
Attn: Farah Derosier/Senior Paralegal

When Recorded Mail To:

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501  
Attn: Matt Webb/Public Works Department

Grantor (s): CITY OF TUMWATER, a Washington Municipal Corporation  
Grantee (s): LOTT CLEAN WATER ALLIANCE, a Washington Municipal Corporation  
Property Legal Description: Section 35 Township 18 Range 2W TR A BLA-7342  
A.F.#3024665 .  
Easement Legal Description: Complete Legal Description attached as Exhibit A  
Temporary Construction Easement Description: Depicted in map attached as Exhibit B  
Assessor's Tax Parcel ID#(s): 12835430000, 09470051000

**RECLAIMED WATER PIPELINE EASEMENT**

For and in consideration of the terms of the INTERLOCAL AGREEMENT BETWEEN LOTT CLEAN WATER ALLIANCE AND THE CITY OF TUMWATER FOR LOTT RECLAIMED WATER STORAGE RESERVOIR PROJECT executed between the Grantor and the Grantee, attached as Exhibit C, and other valuable consideration, the receipt of which is hereby acknowledged, the CITY OF TUMWATER, a Washington municipal corporation, ("Grantor") grants, conveys and warrants to LOTT CLEAN WATER ALLIANCE, a Washington Municipal Corporation, ("Grantee") for the purposes hereinafter set forth a permanent easement under, across and over certain real property (the "Easement Area") located in Tumwater, Washington, legally described as follows:

**SEE EXHIBIT "A"**

[Legal Description of Easement Area]

**1. Purpose.** Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon the Property to

inspect, design, construct, operate, maintain, repair, and remove all 18-inch Reclaimed Water Pipeline and 12-inch Overflow Drain Pipeline and all appurtenances thereto ("Pipelines") included as part of the LOTT Reclaimed Water Storage Reservoir Project No. BI0804 as included in the plans and specifications for which are made part of this agreement by reference and are on file at the LOTT Clean Water Alliance offices. Following the initial construction of the Facilities, Grantee may construct additional facilities only upon prior written approval of the Grantor.

**2. Access.** Grantee shall have the right of access to the Easement over and across the public right-of-way or by utilizing the improved driveway on the Property or by any other reasonable method that does not materially interfere with Grantor's use of the property, to enable Grantee to exercise its rights hereunder. Access to the property must be secured at all times during any construction projects.

Grantee shall also have the right of access to the Easement by use of the Tumwater Valley Golf Course golf cart paths, that exist now or in the future, for maintenance of the Pipelines. Given that any vehicular access to cart paths will have an impact on golf operations/play, LOTT will coordinate with golf operations staff to schedule access through the golf course and limit impacts during daylight hours. Further, vehicle access on golf cart paths is limited to light duty trucks and cars. Future access may be re-routed onto the Deschutes Valley Trail upon its completion.

**3. Obstructions; Landscaping.** Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement to a condition similar to its condition prior to such work. Following the installation of the Pipelines, Grantor may disturb the ground surface, or improvements thereon, only as necessary to operate or repair the Pipelines and only upon receiving approval from the Grantor, unless an emergency situation dictates otherwise, in which case the Grantor shall be notified of the disturbance within 24 hours.

**4. Grantor's Use of Easement.** This Easement shall be non-exclusive. Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights provided: further, that Grantor shall not construct or maintain any buildings or other structures on the Easement, that Grantor shall not perform grading or other form of construction activity on the Property, which would alter the functioning of the Pipelines, and that Grantor shall not blast within fifteen (15) feet of the Easement.

**5. Temporary Construction Easement.** The Temporary Construction Easement, depicted in the map attached as Exhibit B, shall remain in force during construction and until such time the Facilities have been accepted for operation by the Grantee, but in no event later than March 1, 2015. The Grantee shall provide the Grantor detailed work schedules in advance of doing work within the easement. The Grantor reserves the right to limit the timing of work within the easement as necessary to mitigate impacts to special events or high use periods.

**6. Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement to the extent caused by Grantee's negligent or willful acts or omissions.

Grantor agrees to indemnify, defend, and hold Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement to the extent caused by Grantee's negligent or willful acts or omissions.

**7. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

DATED THIS 15<sup>th</sup> day of April, 2014.

**GRANTOR:  
CITY OF TUMWATER**

Pete Kmet, Mayor

Pete Kmet, Mayor

\_\_\_\_\_  
Signature

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this day personally appeared before me Pete Kmet, to me known to be the Mayor of the City of Tumwater that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 15<sup>th</sup> day of April, 20014



Beth A. Kempf  
Beth A. Kempf  
(typed/printed name of notary)

Notary Public in and for the State of Washington.  
My commission expires 02-13-2017

**GRANTEE:**  
**LOTT CLEAN WATER ALLIANCE**

A handwritten signature in blue ink, appearing to be "MS" or similar initials.

Michael D. Strub

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this day personally appeared before me Michael D. Strub, to me known to be the Executive Director of the LOTT Clean Water Alliance that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 10<sup>th</sup> day of April, 2014.

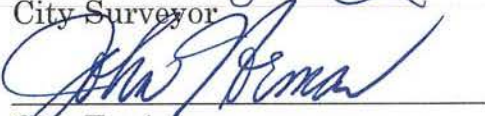


Brenda L. Vance  
Brenda L. Vance  
(typed/printed name of notary)

Notary Public in and for the State of Washington.  
My commission expires May 18, 2016

Legal Description Reviewed by:

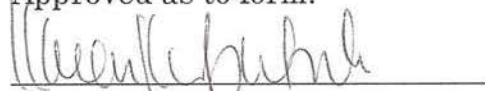
BY   
City Surveyor

  
City Engineer

Accept:

  
Public Works Director

Approved as to form:

  
City Attorney

## EXHIBIT A

### **DRAIN PIPE**

That portion of Section 35, Township 18 North, Range 2 West, Willamette Meridian, included within a strip of land 20.00 feet wide, lying 10.00 feet on each side of the following described centerline:

COMMENCING at an Iron Pipe monumenting the South Quarter corner of said Section 35; THENCE South  $88^{\circ}06'19''$  East 311.70 feet along the South line of the Southeast Quarter of said Section;

THENCE perpendicular from said South line North  $1^{\circ}53'41''$  East 318.04 feet to the intersection of the Northeast line of a 130' x 270' Reclaimed Water Storage area described in a separate document and a Drainage line and the POINT OF BEGINNING of this centerline description lying along said Drainage line the following courses:

THENCE North  $17^{\circ}18'28''$  West 36.37 feet;

THENCE North  $58^{\circ}23'19''$  West 69.95 feet;

THENCE North  $14^{\circ}02'48''$  West 179.46 feet'

THENCE North  $54^{\circ}02'48''$  West 471.05 feet to the TERMINUS of this centerline description, the sidelines of said strip shall be prolonged or shortened so as to terminate in said Northeast line of Reclaimed Water Storage area.

### **RECLAIMED WATER LINE**

That portion of Section 35, Township 18 North, Range 2 West, Willamette Meridian, included within a strip of land 20.00 feet wide, lying 10.00 feet on each side of the following described centerline:

COMMENCING at an Iron Pipe monumenting the South Quarter corner of said Section 35; THENCE South  $88^{\circ}06'19''$  East 317.56 feet along the South line of the Southeast Quarter of said Section;

THENCE perpendicular from said South line North  $1^{\circ}53'41''$  East 315.08 feet to the intersection of the Northeast line of a 130' x 270' Reclaimed Water Storage area described in a separate document and a Reclaimed Water Main and the POINT OF BEGINNING of this centerline description lying along said Reclaimed Water Main the following courses:

THENCE North  $17^{\circ}20'33''$  West 41.16 feet;

THENCE North  $58^{\circ}23'19''$  West 69.93 feet;

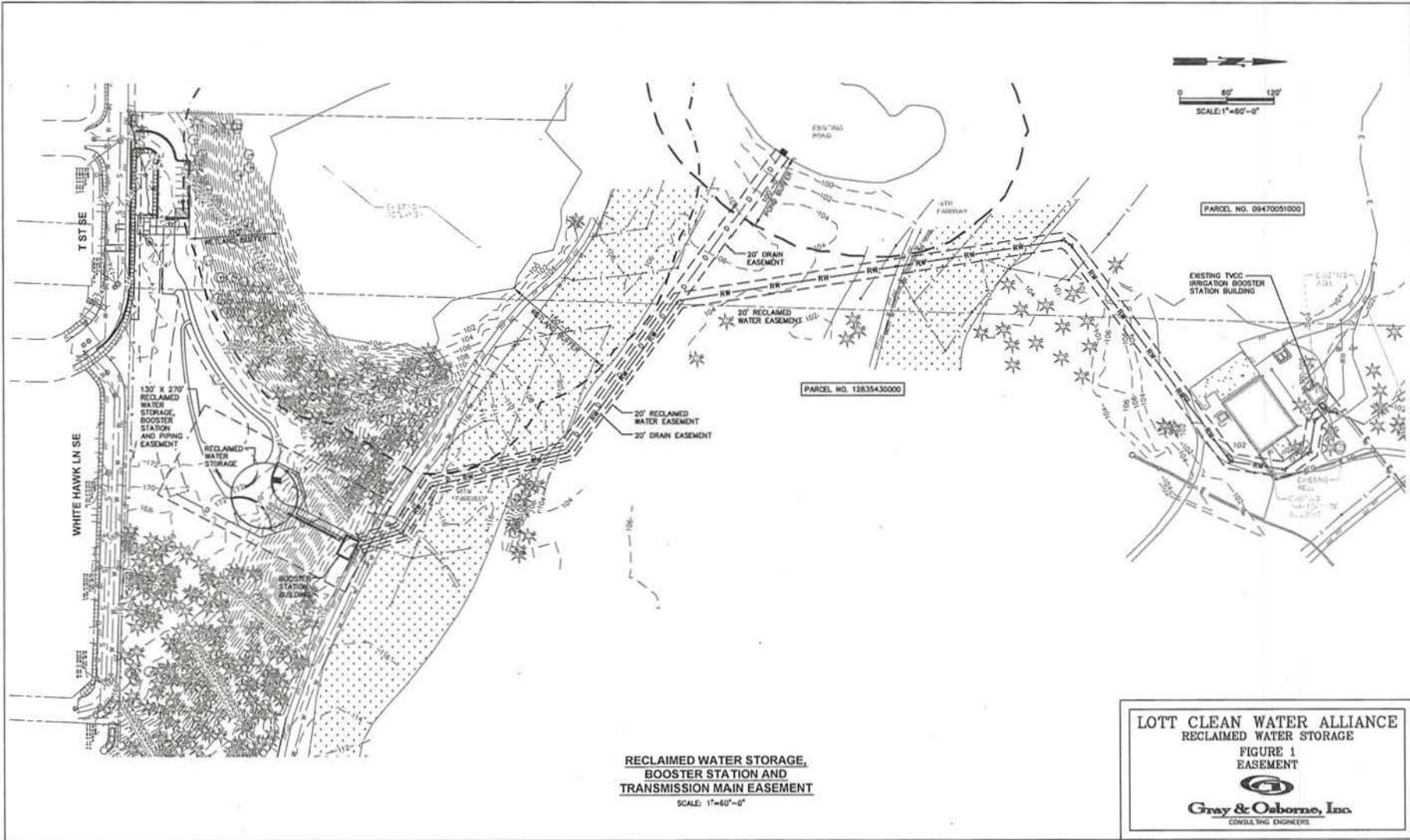
THENCE North  $14^{\circ}02'48''$  West 180.27 feet;

THENCE North  $54^{\circ}02'48''$  West 241.52 feet;

THENCE North  $9^{\circ}02'48''$  West 497.48 feet;

THENCE North  $37^{\circ}57'12''$  East 11.51 feet;

THENCE North 54°02'31" East 344.00 feet;  
THENCE North 9°02'31" East 70.00 feet;  
THENCE North 35°57'29" West 40.00 feet;  
THENCE North 80°57'29" West 40.88 feet;  
THENCE North 35°39'03" West 11.59 feet to the TERMINUS of this centerline description,  
the sidelines of said strip shall be prolonged or shortened so as to terminate in said Northeast  
line of Reclaimed Water Storage area.



**RECLAIMED WATER STORAGE,  
BOOSTER STATION AND  
TRANSMISSION MAIN EASEMENT**

SCALE: 1"=60'-0"

**LOTT CLEAN WATER ALLIANCE**  
**RECLAIMED WATER STORAGE**  
**FIGURE 1**  
**EASEMENT**

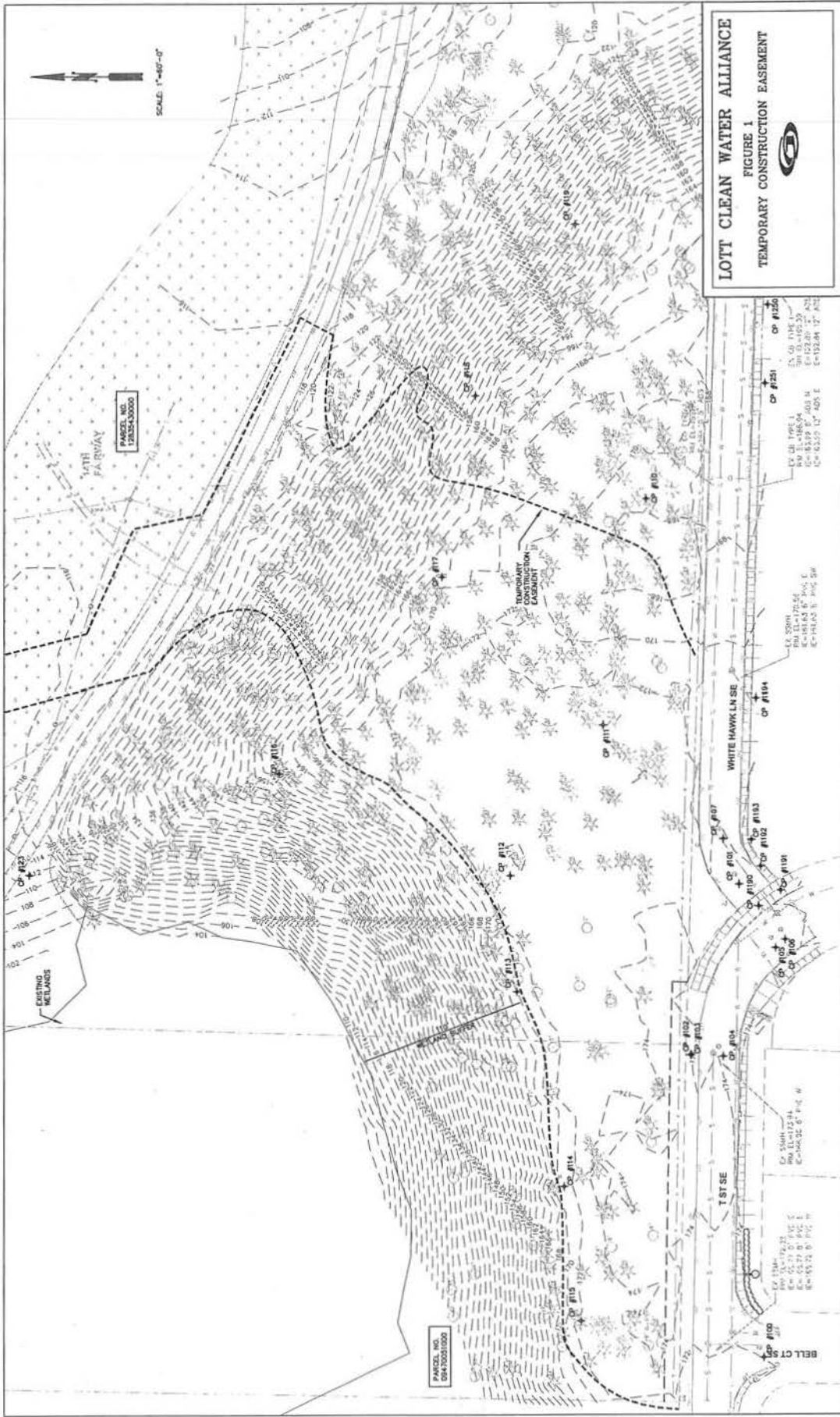


**Gray & Osborne, Inc.**  
 CONSULTING ENGINEERS



**EXHIBIT B**

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**LOTT CLEAN WATER ALLIANCE**

**FIGURE 1**

**TEMPORARY CONSTRUCTION EASEMENT**



CP #1250  
 CP #1251  
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 CP #150

**EXHIBIT C**

**Interlocal Agreement Between LOTT Clean Water Alliance and the City of Tumwater  
for LOTT Reclaimed Water Storage Reservoir Project**

Recording Requested By:

LOTT Clean Water Alliance  
500 Adams Street NE  
Olympia, WA 98501  
Attn: Farah Derosier/Senior Paralegal

When Recorded Mail To:

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501  
Attn: Matt Webb/Public Works Department

Grantor (s): CITY OF TUMWATER, a Washington Municipal Corporation  
Grantee (s): LOTT CLEAN WATER ALLIANCE, a Washington Municipal Corporation  
Property Legal Description: Section 35 Township 18 Range 2W TR A BLA-7342  
A.F.#3024665 .  
Easement Legal Description: Complete Legal Description attached as Exhibit A  
Temporary Construction Easement Description: Depicted in map attached as Exhibit B  
Assessor's Tax Parcel ID#(s): 12835430000, 09470051000

**RECLAIMED WATER FACILITIES EASEMENT**

For and in consideration of the terms of the INTERLOCAL AGREEMENT BETWEEN LOTT CLEAN WATER ALLIANCE AND THE CITY OF TUMWATER FOR LOTT RECLAIMED WATER STORAGE RESERVOIR PROJECT executed between the Grantor and the Grantee, attached as Exhibit C, and other valuable consideration, the receipt of which is hereby acknowledged, the CITY OF TUMWATER, a Washington municipal corporation, ("Grantor") grants, conveys and warrants to LOTT CLEAN WATER ALLIANCE, a Washington Municipal Corporation, ("Grantee") for the purposes hereinafter set forth a permanent easement under, across and over certain real property (the "Easement Area") located in Tumwater, Washington, legally described as follows:

**SEE EXHIBIT "A"**

[Legal Description of Easement Area]

**1. Purpose.** Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon the Property to

inspect, design, construct, operate, maintain, repair, and remove all Reservoir, Booster Station and all appurtenances thereto ("Facilities") included as part of the LOTT Reclaimed Water Storage Reservoir Project No. BI0804 as included in the plans and specifications for which are made part of this agreement by reference and are on file at the LOTT Clean Water Alliance offices. Following the initial construction of the Facilities, Grantee may construct additional facilities only upon prior written approval of the Grantor.

**2. Access.** Grantee shall have the right of access to the Easement over and across the public right-of-way or by utilizing the improved driveway on the Property or by any other reasonable method that does not materially interfere with Grantor's use of the property and public access and use, to enable Grantee to exercise its rights hereunder. Access to the property must be secured at all times during any construction projects.

Grantee shall also have the right of access to the Easement by use of the Tumwater Valley Golf Course golf cart paths that exist now or in the future, for maintenance of the booster station and reservoir. Given that any vehicular access to cart paths will have an impact on golf operations/play, LOTT will coordinate with golf operations staff to schedule access through the golf course and limit impacts during daylight hours. Further, vehicle access on golf cart paths is limited to light duty trucks and cars. Future access may be re-routed onto the Deschutes Valley Trail upon its completion.

**3. Grantor's Use of Easement.** This Easement shall be non-exclusive. Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights provided: that Grantor shall not construct or maintain any buildings or other structures on the Easement, or perform grading or other form of construction activity on the Property, which would alter the functioning of the Facilities, and that Grantor shall not blast within fifty (50) feet of the Easement.

**4. Temporary Construction Easement.** The Temporary Construction Easement, depicted in the map attached as EXHIBIT B, shall remain in force during construction and until such time the Facilities have been accepted for operation by the Grantee, but in no event later than March 1, 2015. The Temporary Construction Easement shall allow the Grantee to construct all of the improvements necessary to accomplish the work included in the plans and specifications for the LOTT Reclaimed Water Storage Reservoir Project No. BI0804. Grantee may remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, and as identified in the Project Plans provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement to a condition similar to its condition prior to such work or as prescribed in the project plans.

**5. Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement to the extent arising from Grantee's negligent or willful acts or omissions.

Grantor agrees to indemnify, defend, and hold Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement to the extent arising from Grantor's negligent acts or omissions.

**6. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

DATED THIS 15<sup>th</sup> day of April, 2014.

**GRANTOR:  
CITY OF TUMWATER**

Pete Kmet, Mayor  
Pete Kmet, Mayor

\_\_\_\_\_  
Signature

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this day personally appeared before me Pete Kmet, to me known to be the Mayor of the City of Tumwater that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 15<sup>th</sup> day of April, 2014



Beth A. Kempf  
Beth A. Kempf  
(typed/printed name of notary)

Notary Public in and for the State of Washington.  
My commission expires 02-13-2017

**GRANTEE:**  
**LOTT CLEAN WATER ALLIANCE**

A handwritten signature in blue ink, appearing to read "Michael D. Strub".

Michael D. Strub

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this day personally appeared before me Michael D. Strub, to me known to be the Executive Director of the LOTT Clean Water Alliance that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

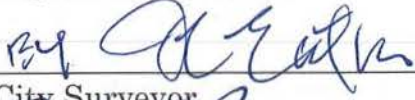
GIVEN my hand and official seal this 10<sup>th</sup> day of April, 2014.



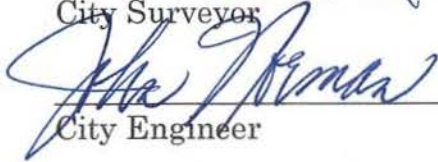
Brenda L. Vance  
Brenda L. Vance  
(typed/printed name of notary)

Notary Public in and for the State of Washington.  
My commission expires May 18, 2016

Legal Description Reviewed by:

By 

City Surveyor



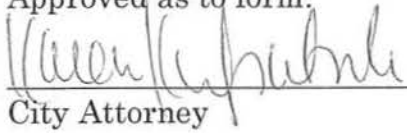
City Engineer

Accept:



Public Works Director

Approved as to form:



City Attorney



**EXHIBIT A**

**RECLAIMED WATER EASEMENT  
RESERVOIR AND BOOSTER STATION**

That portion of Section 35, Township 18 North, Range 2 West, Willamette Meridian,  
described as follows:

COMMENCING at an Iron Pipe monumenting the South Quarter corner of said Section 35;  
THENCE South  $88^{\circ}06'19''$  East 264.06 feet along the South line of the Southeast Quarter of  
said Section;

THENCE perpendicular from said South line North  $1^{\circ}53'41''$  East 40.94 to the POINT OF  
BEGINNING;

THENCE North  $27^{\circ}50'46''$  East 270.00 feet;

THENCE North  $62^{\circ}09'14''$  West 130.00 feet;

THENCE South  $27^{\circ}50'46''$  West 270.00 feet;

THENCE South  $62^{\circ}09'14''$  East 130.00 feet to the POINT OF BEGINNING.



**EXHIBIT B**

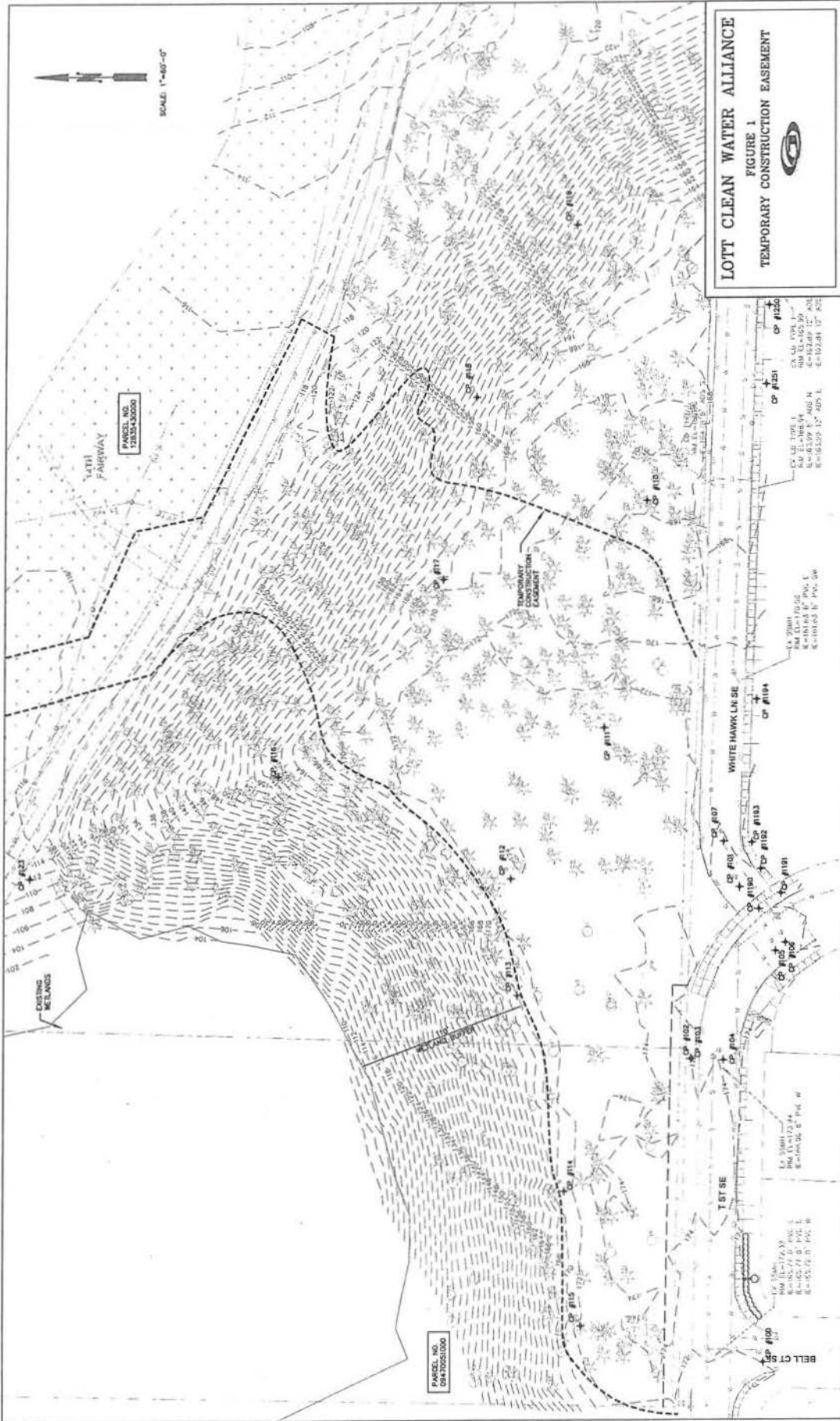


SCALE: 1"=60'-0"

# LOTT CLEAN WATER ALLIANCE

## FIGURE 1

### TEMPORARY CONSTRUCTION EASEMENT



**EXHIBIT C**

**Interlocal Agreement Between LOTT Clean Water Alliance and the City of Tumwater  
for LOTT Reclaimed Water Storage Reservoir Project**