

INTERLOCAL AGREEMENT FOR WASTEWATER SERVICES

This agreement is made by and between the City of Olympia and the City of Lacey, both municipal corporations of the State of Washington and shall be effective upon the date of the last signature contained hereon.

WHEREAS, each of the parties to this Agreement is qualified and capable of providing wastewater services within its jurisdiction and in a portion of the Urban Growth Area of Thurston County; and

WHEREAS, certain parcels of real property identified herein are within the wastewater service area of the City of Lacey, however, based upon previous construction of wastewater mains, such properties can more economically and conveniently be served by the City of Olympia,

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City of Olympia shall allow connection to its existing wastewater facilities and shall provide wastewater collection services to those certain parcels of real property listed on Exhibit A and shown on Exhibit B, both of which exhibits are attached hereto and made a part hereof as though fully set forth at length. Such service shall be conditioned upon the owners of such properties complying with all requirements for such wastewater services from the City of Olympia, including the payment of all capacity development charges, general facilities charges and any other connection charges required by the Olympia Municipal Code for connection to the City of Olympia wastewater system and the timely payment of monthly wastewater service fees as required by such.
2. The City of Lacey hereby waives its right to serve those certain parcels of real property listed on Exhibit A and shown on Exhibit B, both of which exhibits are attached hereto and made a part hereof as though fully set forth at length. Such waiver shall include the right to receive any connection charges or service charges which otherwise would be applicable were such properties customers of the City of Lacey.
3. The parties agree to cooperate in modifying their respective Wastewater Comprehensive Plans to set forth the wastewater service areas for each of the parties in a manner which will reflect the terms of this Agreement.
4. A. The City of Olympia agrees to defend, indemnify and hold the City of Lacey, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, rising out of or in connection with the performance of this Agreement including the providing of services as set forth

herein, except to the extent such injuries and damages are caused by the negligence of the City of Lacey.

B. The City of Lacey agrees to defend, indemnify and hold the City of Olympia, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, arising out of or in connection with the performance of this Agreement, including the providing of services as set forth herein, except to the extent such injuries and damages are caused by the negligence of the City of Olympia.

5. This Agreement creates no joint board and no separate legal entity.

6. This Agreement shall be effective upon the date of the last signature hereon and shall have no termination date. Provided, however, that prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites of the parties pursuant to RCW 39.34.040.

CITY OF OLYMPIA

By: _____
Stephen H. Buxbaum, Mayor

Date _____

Approved as to form:

Darren Nienecker DCA
City Attorney

CITY OF LACEY

By: _____
Its: _____

Date _____

Approved as to form:

City Attorney

EXHIBIT A

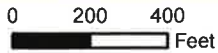
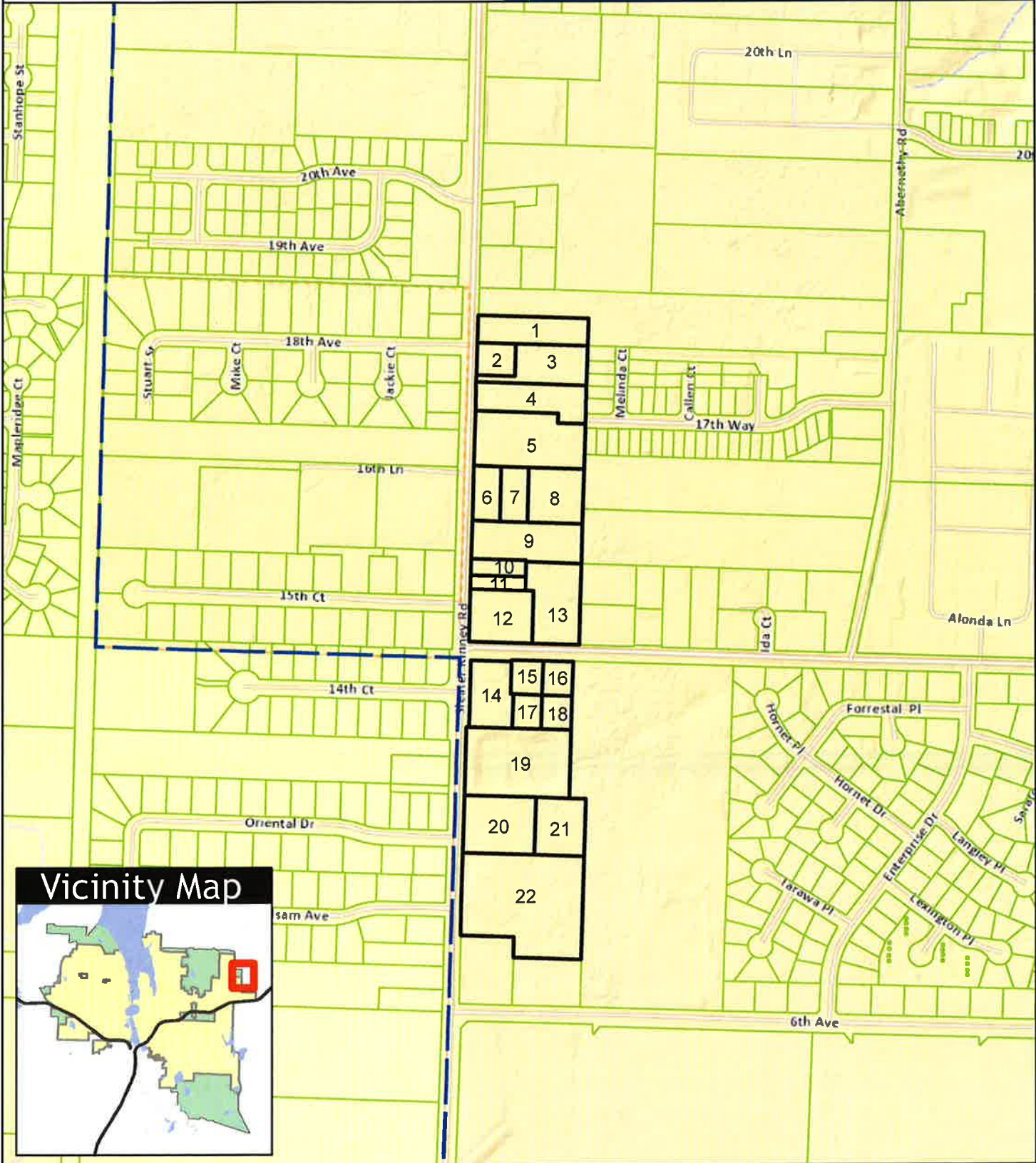
Proposed Olympia Sewer Service Area

| <i>MapID</i> | <i>Parcel</i> | <i>Owner</i> | <i>Legal Desc.</i> |
|--------------|---------------|-----------------------------------|--------------------|
| 1. | 118-08-421104 | Willamette Property Holdings LLC | AFN 4293451 |
| 2. | 118-08-421100 | Willamette Property Holdings LLC | AFN 4293451 |
| 3. | 118-08-421102 | Willamette Property Holdings LLC | AFN 4293451 |
| 4. | 118-08-421202 | Marilyn K. Nelson | AFN 3765666 |
| 5. | 118-08-421200 | Marilyn K. Nelson | AFN 3765666 |
| 6. | 118-08-421300 | James C. Everett Trustee | AFN 3148138 |
| 7. | 118-08-421301 | Sylvia Ann Nolan | AFN 3123643 |
| 8. | 118-08-421302 | Thomas & Catherine McNally | AFN 4052456 |
| 9. | 118-08-421800 | Dennis E. Taylor | AFN 4067707 |
| 10. | 118-08-421700 | Danyl & Jeny Meconi | AFN 3386842 |
| 11. | 118-08-421500 | Danyl & Jeny Meconi | AFN 3386842 |
| 12. | 118-08-421400 | Patricia Wines, Bonnie Walsh | AFN 3491767 |
| 13. | 118-08-421600 | Russell & Darlene M. Wolfenbarger | AFN8303280126 |
| 14. | 118-08-430104 | Donald & Karen Stuart | AFN 3146449 |
| 15. | 118-08-430105 | Robert & Lynda Benn | AFN 3329436 |
| 16. | 118-08-430106 | Robert & Lynda Benn | AFN 3329430 |
| 17. | 118-08-430108 | Robert & Lynda Benn | AFN 3329434 |
| 18. | 118-08-430107 | Robert & Lynda Benn | AFN 3329432 |
| 19. | 118-08-430101 | City of Olympia | AFN 3433205 |
| 20. | 118-08-430400 | Arthur & Marlenen Orth | AFN 9412160101 |
| 21. | 118-08-430200 | Arthur & Marlenen Orth | AFN 9412160101 |
| 22. | 118-08-430500 | ML & Joan Milton | AFN 1062147 |



Olympia to provide sewer service

- proposed (June 2012)

City of Olympia | Capital of Washington State



Legend

-  Proposed parcels for Olympia to provide sewer service
-  City Limits

Map created April 25, 2013
 Please contact Ladd Cluff
 City Surveyor, with questions:
 LCluff@ci.olympia.wa.us
 (360) 753-8389

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

