

AFTER RECORDING RETURN TO:

**Mason PUD 3
2621 E Johns Prairie Rd.
Shelton, WA 98584**

INTERLOCAL AGREEMENT

This is an Interlocal Agreement (Agreement), dated this 25 day of September 2018, by and between the North Mason School District, a Washington public school district (School District) and Public Utility District No. 3 of Mason County, a Washington municipal corporation (PUD 3), and collectively referred to as the "Parties". In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

RECITALS

WHEREAS: The School District desires to install a new score board at the North Mason High School.

WHEREAS: PUD 3 has appropriate personnel and equipment to drill two twelve foot (12') deep holes for installation of the new score board supports.

WHEREAS: PUD 3 currently has a power line located on the School District's property for which it does not have a recorded easement and desires to obtain a recorded easement from the School District;

WHEREAS: PUD 3 and the School District agree to cooperate to accomplish the drilling of support holes in exchange for a recorded easement sufficient to grant authorization of the current utility lines located on School District property and an extension of said utilities to serve the new Humane Society building;

Now, therefore it is agreed between the City and PUD 3 as follows:

1. PUD 3 shall provide personnel and equipment to drill two twelve-foot-deep holes sufficient for the installation of the new score board at North Mason High School at no cost to the School District and at PUD 3's sole and exclusive expense.
2. The School District shall execute a perpetual non-exclusive easement in gross to PUD 3 for PUD 3's existing power line for electrical and communications

facilities, public and private, the form of which is attached hereto as exhibit "A" and incorporated herein by this reference to include an easement for a proposed primary line extension and communications along North Mason School Road to serve the new Humane Society building.

3. School District shall allow PUD 3 to install a sign, provided by and installed by PUD 3 at PUD 3's exclusive expense, near the scoreboard for general PUD community engagement. The sign may display brief messages such as "Powered by PUD 3" or "A Public Power Community" and shall be allowed to remain for a period of ten (10) years. The School District shall be given the opportunity to approve any messaging on the sign prior to installation provided such approval shall not be unreasonably denied. The sign may be upgraded or replaced with written approval of the School District as to content at PUD 3's sole and exclusive expense.
4. The School District shall secure all required permits for installation, arrange for delivery and perform the physical installation for the score board. Other than the drilling of the holes, the actual installation of the score board shall be at the District's sole expense.
5. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties hereto shall be jointly responsible for administering the performance herein. The Parties will not acquire any jointly-owned real or personal property in connection with performance of this Agreement. The Parties shall each be responsible for their own individual financial costs of performance of this Agreement. No joint budget will be prepared to carry out the performance of this Agreement.
6. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 or alternatively listed on the Parties' respective websites or other electronically retrievable public source.
7. There are no additional parties intended to be benefited under this agreement. There are no other agreements or representations, written or oral, concerning the subject matter of this agreement.
8. This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be in Mason County, Washington, unless otherwise mutually agreed in writing by the parties.
9. No amendments or variations of the terms and conditions of this Agreement shall be valid unless they are in writing and signed by all of the parties thereto.

10. The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
11. None of the Parties shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any party, or any other cause beyond the reasonable control of the party affected thereby. However, each party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.
12. This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, which shall remain in full force and affect.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date first above written;

North Mason School District:


by: _____ Date 9/17/18

PUD No. 3:


Annette Creekpau, Manager _____ Date 9-25-2018

EXHIBIT A

PARCEL 1:

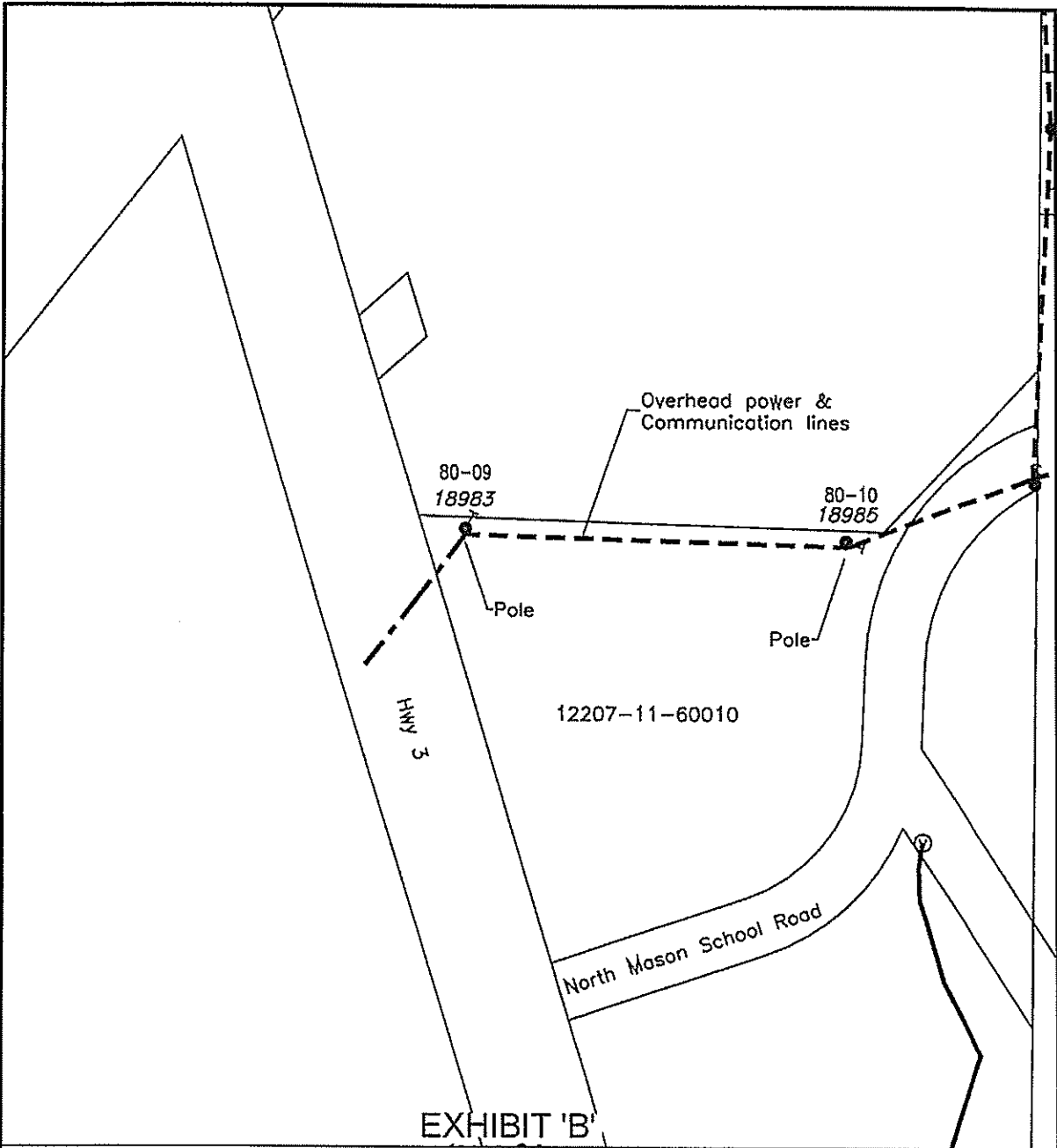
ALL THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 7, TOWNSHIP 22 NORTH, RANGE 1 WEST, W.M., IN MASON COUNTY, WASHINGTON, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE SOUTH 0 DEGREES 42'55" WEST, ALONG THE EAST LINE THEREOF, 405.59 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREBY DESCRIBED. SAID POINT BEING ON THE ARC OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 16 DEGREES 04'25" EAST, 215.82 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, 172.14 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 800 FEET OF SAID NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼); THENCE WEST, ALONG SAID NORTH LINE, TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 3; THENCE SOUTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, TO THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼); THENCE EAST, ALONG SAID SOUTH LINE, TO THE EAST LINE OF SAID NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼); THENCE NORTH 0 DEGREES 42'55" EAST, ALONG SAID EAST LINE, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED TO MASON COUNTY, WASHINGTON, A MUNICIPAL CORPORATION, IN DEEDS RECORDED AUGUST 21, 1962, AUDITOR'S FILE NO. 194791, RECORDED AUGUST 29, 1967, AUDITOR'S FILE NO. 228785, AND RECORDED FEBRUARY 7, 1983, AUDITOR'S FILE NOS. 411786 AND 411787.

PARCEL 2

LOTS 1 TO 8, 13 TO 20, 23 TO 28, ALL INCLUSIVE, BLOCK 1; LOTS 6 TO 15, 18 TO 56, ALL INCLUSIVE, BLOCK 2; LOTS 1 TO 56, ALL INCLUSIVE, BLOCK 3; LOTS 1 TO 56, ALL INCLUSIVE, BLOCK 4; LOTS 1 TO 56, ALL INCLUSIVE, BLOCK 5; LOTS 1 TO 56, ALL INCLUSIVE, BLOCK 6; LOTS 7 TO 22, ALL INCLUSIVE, BLOCK 7; LOTS 1 TO 45, ALL INCLUSIVE, BLOCK 8; LOTS 1 TO 12, 14 TO 45, ALL INCLUSIVE, BLOCK 9; LOT 1 TO 45, ALL INCLUSIVE BLOCK 10; LOTS 1 TO 45, ALL INCLUSIVE, BLOCK 11; AND LOTS 1 TO 45, ALL INCLUSIVE, BLOCK 12, LAKEWOOD PLAT "K", ACCORDING TO VOLUME 2 OF PLATS, PAGE 35 IN THE OFFICE OF THE AUDITOR OF MASON COUNTY, WASHINGTON, TOGETHER WITH THE COUNTY'S INTEREST IN ALL STREETS SHOWN ON SAID PLAT, SAID PLAT BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 1, WEST, W.M., IN MASON COUNTY, WASHINGTON.

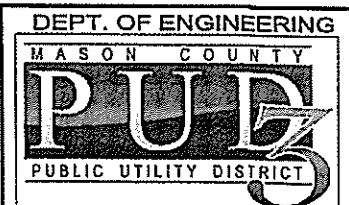


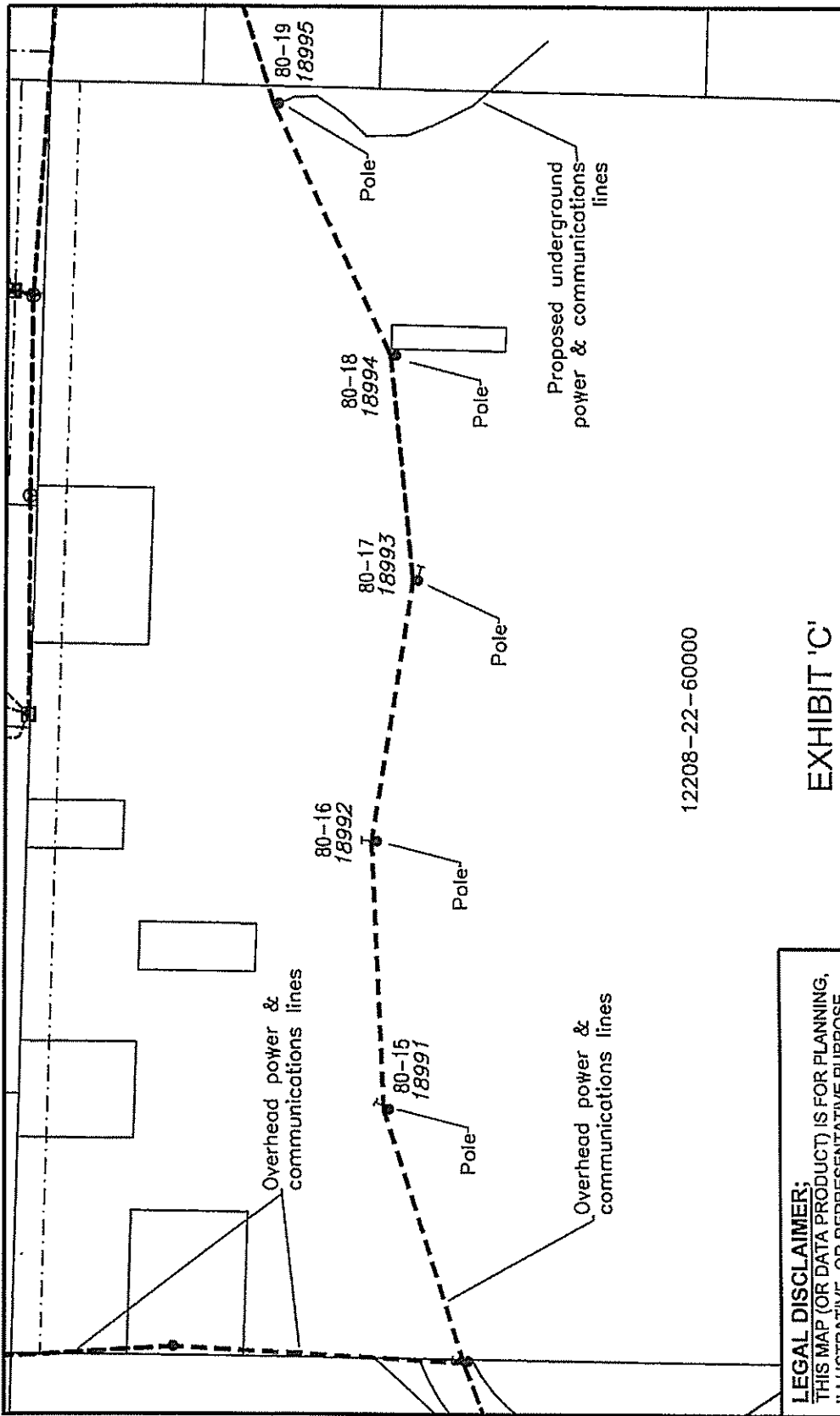
LEGAL DISCLAIMER:

THIS MAP (OR DATA PRODUCT) IS FOR PLANNING, ILLUSTRATIVE, OR REPRESENTATIVE PURPOSE ONLY. IT IS NOT INTENDED TO BE USED FOR DESCRIPTION, CONVEYANCE, AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY, OR PROPERTY TITLE. MASON COUNTY PUD #3 IN NO WAY GUARANTEES THE RELIABILITY, ACCURACY, OR COMPLETENESS OF THE DATA CONTAINED WITHIN THESE DRAWINGS. FURTHERMORE, M.C. PUD #3 ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS MAP OR DATA.

SCALE:	N.T.S.
DATE:	9/7/18
WO #:	255193
DESIGNED BY:	SBO
SHEET	1 OF 1
REVISION NO.	0

Parcel #
12207-11-60010
S. 08 T. 22N R. 1W W.M.





LEGAL DISCLAIMER:
 THIS MAP (OR DATA PRODUCT) IS FOR PLANNING, ILLUSTRATIVE, OR REPRESENTATIVE PURPOSE ONLY. IT IS NOT INTENDED TO BE USED FOR DESCRIPTION, CONVEYANCE, AUTHORITY, DEFINITION OF LEGAL BOUNDARY, OR PROPERTY TITLE. MASON COUNTY PUD #3 IN NO WAY GUARANTEES THE RELIABILITY, ACCURACY, OR COMPLETENESS OF THE DATA CONTAINED WITHIN THESE DRAWINGS. FURTHERMORE, M.C. PUD #3 ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS MAP OR DATA.

SCALE:	N.T.S.
DATE:	9/7/18
WO #:	255193
DESIGNED BY:	SBO
SHEET	1 OF 1
REVISION NO.	0

EXHIBIT 'C'

Parcel #
 12208-22-60000
 S. 08 T. 22N R. 1W W.M.

