

INTERLOCAL AGREEMENT FOR TRANSFER OF LANDS

THIS AGREEMENT made and entered into this 15th day of July, 1997, by and between the PORT OF PASCO, a Washington municipal corporation (hereinafter called the "Port"), and FRANKLIN COUNTY PUBLIC UTILITY DISTRICT NO. 1, a Washington municipal corporation (hereinafter called the "PUD").

WHEREAS, the PUD needs to expand its capacity to an area of Pasco near land and improvements belonging to the Port, and such expansion would be beneficial to the Port in that it will enhance its ability to attract industry to land and facilities located in proximity to the substation that the PUD proposes to construct on the land described below; and

WHEREAS, the Revised Code of Washington authorized governmental entities to enter into agreements with one another for their mutual benefit and the benefit of their constituents, NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. The Port shall quit claim the lands described below ("Big Pasco Substation") to the PUD subject to the condition that said lands shall be used for a substation and other electrical equipment, and facilities in accordance with the plans submitted to the Port, and utilized to deliver electrical power to properties in Franklin County, Washington:

That portion of Blocks 7, 10 and 11 of Steffins Amended Addition to Pasco, as recorded in Volume "B" of Plats, page 47, records of Franklin County, Washington and lying southwesterly of the Burlington Northern Railroad right-of-way and northwesterly of Oregon Avenue right-of-way being more particularly described as follows:

Commencing at the northeast corner of Section 32, Township 9 North, Range 30 East, W.M., Franklin County, Washington; thence N 89°17'05" W along the north line of said Section, 590.81 feet; thence S 00°42'55" W, 839.97 feet to the intersection of the southerly line of Burlington Northern Railroad right-of-way with the centerline of vacated South Queen Avenue and the True Point of Beginning; thence S 00°41'18" W along said centerline, 160.03 feet to the centerline intersection of vacated East "C" Street; thence N 89°17'05" W, along said centerline, 186.02 feet to a point on the projected centerline of the vacated north-south alley of Block 11; thence S 00°41'25" W, along said centerline, 260.00 feet; thence S 89°17'05" E, 10.00 feet to the northwest corner of Lot 5, Block 11 of said plat; thence S 67°38'53" E, 135.60 to the southeast corner of said Lot 5; thence S 89°17'05" E, 100.00 feet to the Northwest corner of Lot 11, Block 10 of said plat; thence S 50°51'44" E, 201.87 feet to westerly margin of Oregon Avenue; thence North 32°12'50" E, along said margin 168.14 feet to a point of curve concave to the northwest having a radius of 1,392.40 feet; 57.40 feet along the arc of said curve, through a central angle of 02°21'43" to a point on curve on the southerly right-of-way of Burlington Northern Railroad right-of-way, the radius point of said curve bears N 50°29'23" E, 11,459.20 feet, thence northwesterly 517.56 feet along the arc of said curve and along said right-of-way through a central angle of 02°35'16" to the True Point of Beginning.

Together with those portions of vacated streets and alleys lying within the above described parcel

Contains 3.530 acres. Subject to easements of record.

2. The Port shall also grant a nonexclusive easement 20 feet in width along the Port property west of and adjacent to Oregon Avenue between Ainsworth Avenue and the above described property being transferred to the PUD.

3. The PUD shall install at the PUD's cost and expense two 6" conduit systems from the PUD's Big Pasco Substation to Ainsworth avenue to serve future electric load increase on Port of Pasco lands. These conduit systems shall be exclusively to serve lands now owned by the Port in the vicinity of the Big Pasco Substation.
4. The PUD shall provide a survey and legal description of the property to be conveyed to the PUD, and the easement to be provided as described above to the Port, and shall obtain a boundary line adjustment with the City of Pasco, at PUD expense.
5. Each party agrees to assume responsibility for all liabilities that occur in any way out of the performance of this agreement by its personnel, contractors, agents, and representatives, and to hold the other harmless from all costs, expenses, attorney fees, losses and damage, including costs of defense, incurred as a result of any acts or omissions of the party's employees, contractors, agents, and representatives relating to the performance of this agreement.

The parties hereto have executed this agreement at Pasco, Washington, on the date written below.

PORT OF PASCO

FRANKLIN COUNTY PUBLIC
UTILITY DISTRICT NO. 1

By: James E. Toney

By: James E. Toney

Date: 7.14.97

Date: 7/25/97

PORT-PU2/7-9-97/cc