



200201150100

Skagit County Auditor

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Document Title:

Interlocal Agreement

Reference Number :

Grantor(s):

☐ additional grantor names on page \_\_\_\_.

1. Skagit County

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_.

1. Town of Concrete

2.

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_.

Tras 41-43 loan star edition to Concrete  
Skagit State Bank owns it.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_.

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P104886

P104887

## INTERLOCAL AGREEMENT

This Agreement, made and entered into this 26th day of December, 2001, as follows:

### 1. Parties:

The parties to this agreement are:

- a. Skagit County, a political subdivision of the State of Washington, and
- b. Town of Concrete, a Washington State Municipal Corporation.

### 2. Purpose.

The Town of Concrete intends to acquire real property in the Town of Concrete for use as a Town recreational field, park, and for other municipal purposes. Skagit County desires to assist the Town of Concrete in this purpose, as it recognizes that residents of Skagit County who live outside the Town corporate limits will use the facilities.

### 3. Term of Agreement.

The term of this Agreement shall be for the duration of the Real Estate Purchase and Sale Contract referred to in *Section 4* below, unless sooner terminated as set forth herein.

### 4. Payment/Loan.

Skagit County hereby agrees to lend to Town of Concrete by deposit with First American Title Company Escrow Account the sum of \$60,000.00, to be used for the purpose of purchasing the real property described below by the Town of Concrete. The Town of Concrete shall make up any additional amount necessary to complete the purchase. The funds shall only be disbursed from First American Title Company Escrow Account upon assurance of delivery to Skagit County a Special Warranty Deed conveying title to Skagit County from the Town of Concrete, and a Real Estate Purchase and Sale Contract in such form to be approved by the Skagit County Prosecuting Attorney, securing said loan, payable directly to Skagit County by the Town of Concrete, for the amount of \$60,000.00, to be repaid over a period of six (6) years, at \$10,000.00 per year, the balance to bear no interest unless not timely paid. In addition, the Town of Concrete shall provide a lender's policy of title insurance for the Real Estate Purchase and Sale Contract.

### 5. Transfer of Real Estate.

The Town of Concrete shall use the funds from Skagit County to acquire from Skagit State Bank that real property described as follows:

Tracts 41, 42, and 43 of "LONESTAR'S ADDITION TO THE CITY OF CONCRETE", as per Plat recorded in Volume 15 of Plats, Pages 163, 164 and 165, records of Skagit County, Washington; Situated in Skagit County, Washington.

Said real property shall be used as a recreational field, park, and for other municipal purposes. Town of Concrete agrees to pay or provide for payment of all costs associated with this transfer above the sum deposited into escrow, and to hold harmless Skagit County of any additional expense of closing.

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**6. Restriction.**

The monies and property transferred to Town of Concrete shall be used for or in support of a recreational field, park, and for other municipal purposes, *provided*, nothing in this agreement shall prohibit the Town of Concrete from making any lawful municipal use of the property, or disposing of the same, in the manner provided by law. Town of Concrete shall provide verification of the use of the property as a recreational field, park, or for other municipal purpose, upon request of Skagit County, at any time during the pendency of the real estate contract. Further, nothing in this agreement shall make Skagit County, its agents, officers and employees, responsible for the maintenance, operation or control of the recreational field and park to be constructed on the real property referenced above.

**7. Termination.**

Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination; provided, termination of this agreement under this *Section 7* shall not terminate the Real Estate Purchase and Sale Contract referred to in *Section 4* above.

**8. No Assignment.**

It is understood and agreed between the parties that this Agreement cannot be assigned, transferred, or any portion subcontracted hereunder by the Town of Concrete without prior written consent of Skagit County.

**9. Administration.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The County's representative shall be Roger Howard.  
Concrete's representative shall be Town Clerk/Treasurer.

**10. Indemnification.**

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

**11. Compliance with Law.**

Skagit County and the Town of Concrete, in the performance of this Agreement, shall abide by the provision of RCW 39.34 and/or any other appropriate legislative requirement.

**12. Changes, Modification, Amendments and Waivers.**

The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

**13. Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

**14. Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date set forth above.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Don Munk  
Chairman, DON MUNKS

1/14/02

TOWN OF CONCRETE  
a Washington Municipal Corporation

David H. Williams  
Mayor

Commissioner, KENNETH A. DAHLSTEDT

Ted W. Anderson  
Commissioner, TED W. ANDERSON

Attest:

Mickey Z. Thovich  
Town Clerk

Attest:

Jane Giesbrecht  
Clerk of Board

Approved as to Form:

[Signature]  
Town Attorney

Approved as to Form:

Arlene Thomas  
(Deputy) Skagit County Prosecuting Attorney  
Name: Arlene A. Thomas

Approved:

Billie R. Kadamas  
Skagit County Risk Management Officer  
Name: Billie R. Kadamas

