

**INTERGOVERNMENTAL DISPOSITION OF REAL
PROPERTY CONVEYANCE AGREEMENT**

Date: _____, 2017

Parties: City of Stevenson, a Washington Municipal Corporation (“City”), and
Skamania County, a political subdivision of the State of Washington (“County”)

Recitals:

- A. Whereas, the County owns the site of the City’s municipal well, located at Section 2, T2N, R7 E.W.M., approximately 1,000 ft. west and 15 ft. south of the northeast corner of said Section 2, all lying within that part of the Felix G. Iman donation land claim No. 44 (the “Well Site”).
- B. Whereas, City is currently leasing the Well Site from the County pursuant to a lease agreement dated April 16, 1973 (the “Well Lease”). The Well Lease includes an option for the City to purchase the Well Site from the County.
- C. Whereas, the Well Site is surplus to the County’s needs.
- D. Whereas, the Parties mutually wish to transfer title to the Well Site from the County to the City under the terms of this agreement.
- E. Whereas, the value of the Well Site is less than \$50,000.00, County has the alternate statutory authority under chapter 39.33 RCW, the Intergovernmental Disposition of Property Act to convey the Well Site to the City in exchange for City’s payment to County of the depreciated value of the property as provided for in the Well Lease.

Now, therefore, the parties agree as follows:

- 1. County agrees to convey the Well Site area to the City.
- 2. In consideration of the Well Site conveyance, City agrees to pay to County the sum of Ten and 00/100 Dollars (\$10.00) representing the current depreciated value of the Well Site.
- 3. The parties agree to complete all documentation necessary to fulfill the intended purposes expressed herein.
- 4. Intergovernmental Agreement Recitals. This is an interlocal agreement and pursuant to RCW Ch 39.34 the parties make the following representations:
 - a. Duration. The term of this AGREEMENT shall be three months from the date of this agreement to enable the parties to prepare the necessary documentation and pay the

purchase price. This term may be extended for additional terms as necessary to complete the sale.

- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City to acquire the Well Site from County to ensure future water service to Stevenson residents.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. This agreement shall terminate on its completion or as extended as provided in Paragraph 4(a), above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson Public Works Director shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

CITY OF STEVENSON

SKAMANIA COUNTY

By Frank Cox, its Mayor

by Commissioner Richard Mahar

by Commissioner Bob Hamlin

by Commissioner Tom Lannen

APPROVED AS TO FORM

Adam Kick, Skamania County Prosecuting Attorney

Kenneth B. Woodrich, Stevenson City Attorney