

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 12th day of ^{May} April, 2025, by and between the Town of Winthrop, a Washington municipal corporation ("Winthrop"), and the County of Okanogan, a Washington municipal corporation ("County"), and collectively referred to as the "Parties".

RECITALS

- A. The Parties are public agencies which agree to enter into this Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act.
- B. Signe Shaw ("Shaw"), an individual, is the record owner of certain real property consisting of a parcel of land of approximately .31 acres and legally described in Exhibit A attached hereto and incorporated herein as though fully set forth ("the Property").
- C. The Property is contiguous to the present corporate boundaries of Winthrop and is identified as a "Potential Annexation Area" in the 2015 Winthrop Comprehensive Plan.
- D. Shaw has requested that Winthrop annex the Property into the corporate limits of Winthrop with the purpose of developing a single-family home on the property using Winthrop's utility services.
- E. Winthrop Town Council accepted a letter of intent to annex on March 5, 2025 and a petition for annexation for the Property on April 16, 2025.
- F. Isaac Shaw owns an adjacent parcel of property that is contiguous to the Property which lies within the corporate boundaries of Winthrop ("Adjacent Property"), and it is the intent of Isaac Shaw and Signe Shaw to complete a boundary line adjustment ("BLA") between the Adjacent Property and the Property and apply for single-family residential building permits for each property as adjusted in the BLA.
- G. Because the Adjacent Property lies within the corporate boundaries of Winthrop, and the Property lies within the County, developing the properties as separate projects

would require adherence to different and possibly conflicting regulations and requirements of Winthrop and the County.

- H. Because Shaw has requested annexation of the Property into the Winthrop corporate boundaries, and because Winthrop desires to allow such annexation, and because of the differing regulations and requirements of the Parties, it will streamline the development process if one entity was the lead agency for the purposes of the BLA and building permit applications, reviewing and processing of the PD for the overall project consisting of the Property and Adjacent Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

AGREEMENT:

1. Purpose. The purpose of this Agreement is to set out a procedure for the application, reviewing and processing of a Boundary Line Adjustment and building permits for the Property and Adjacent Property and to delegate the responsibilities between the Parties in reviewing and processing the permits.
2. Jurisdiction. The County does hereby delegate the jurisdiction over the Property to Winthrop, to review and approve a BLA and issue building permits while Winthrop proceeds with annexation of the Property into its corporate boundaries.
3. Application Processing and Appeals. The Parties agree that the BLA and building permit applications for the Property and Adjacent Property shall be reviewed and processed by Winthrop pursuant to Winthrop Municipal Code Section 16.04.080 and Title 17. Any appeals of the permits shall be the responsibility of Winthrop.
4. Duration. This Agreement shall take effect upon approval of the Parties and recording with the Okanogan County Auditor or publication on the Parties' websites and shall continue in full force and effect until the effective date of the annexation of the Property into the corporate boundaries of Winthrop, unless terminated sooner pursuant to paragraph 6.

5. Termination. This Agreement may be terminated in its entirety at any time unilaterally by Winthrop providing written notice to the County or by mutual written agreement of the Parties.
6. Administration, No Separate Entity Created. Winthrop shall be responsible for the administration, reviewing and processing of the BLA and building permits as described in this Agreement. No separate legal entity is created hereby.
7. Indemnification. Winthrop shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of Winthrop, in performance of this Agreement, except for injuries and damages caused by the negligence of the County.
8. Integrated Agreement. This Agreement constitutes the entire agreement of the Parties regarding the application, reviewing and processing of the BLA and building permit for the Property, and supersedes all oral or written agreements or negotiations between the Parties, which are hereby deemed void and are of no force or affect.

DATED the day and year first above written.

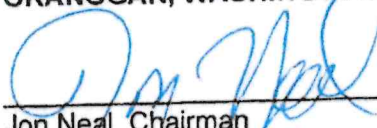
APPROVED by the County Commissioners of Okanogan County, Washington, in an open public meeting on the 22 day of April, 2025.
Board of County Commissioners, Okanogan, Washington:

ATTEST:


Laleña Johns, CMC
Clerk of the Board

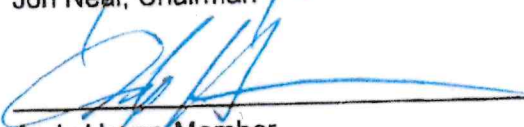


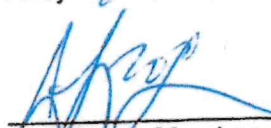
**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**


Jon Neal, Chairman

APPROVED AS TO FORM:

Esther Milner, Chief Civil Deputy


Andy Hover, Member

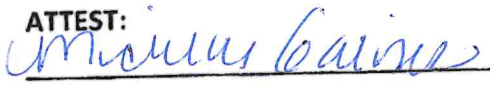

Nick Timm, Member

APPROVED by the Town Council of the Town of Winthrop, Washington, at an open public meeting on the 7th day of May, 2025.

Town of Winthrop:


Sally Ranzau, Mayor
Sophia Borsenberg

ATTEST:


Michelle Gaines, Town Clerk-Treasurer

APPROVED AS TO FORM:


W. Scott DeTro, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR SHAW PROPERTY

Legal Description of Area to be Annexed:

Parcel 3421020540

Lot 2 of the Boundary Line Adjustment recorded under Auditor's File Number 3281361.

Along with that portion of Lot 4 of said Boundary Line Adjustment lying Southwest of a line parallel to and 9.75 feet Northeast from the Northeast line

Referenced Legal Descriptions:

Description of Lot 2 from BLA under AFN 3281361

Being situated in the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 21 East, W.M., being more particularly described as follows:

That portion of Parcel A of the Boundary Line Adjustment recorded under Auditor's File Number 3248923, lying South of the North line of Lot 2, Block 16 in the plat of Heckendorn recorded in Volume A of Plats, Page 39, lying North of Lot 4 of the Jerry Sullivan Property Record Survey recorded under Book B of Surveys, Page 241, and lying Southwest of a line parallel to and 120 feet distance from the Northeast line of Filer Avenue per said Plat of Heckendorn.

Description of Parcel A from BLA under AFN 3248923

That part of the Southeast quarter of the Southeast quarter, and of the Northeast quarter of the Southeast quarter and of the West half of the Southeast quarter of Section 2, Township 34 North, Range 21 East, W.M., and being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Southeast Quarter from which the Southeast corner of said Section 2 bears North 89°37'25" East at a distance of 1315.57 feet;

Thence from said Southwest corner North 01°21'53" East for a distance of 702.90 feet to the True Point of Beginning;

Thence from said Point of Beginning, continuing North 01°21'53" East for a distance of 604.16 feet to a found stone marking the Northeast corner of the Plat of Heckendorn as filed in Book A of Plats on Page 39 of the Records of Okanogan County Auditor's office, Okanogan County, State of Washington;

Thence from said found stone, along the North line of said Plat South 88°47'55" West for a distance of 229.03 feet;

Thence leaving said North line North 20°48'41" West for a distance of 211.48 feet;

Thence North 01°12'23" West for a distance of 58.44 feet;

Thence North 06°08'19" West for a distance of 20.26 feet;
Thence North 89°56'59" East for a distance of 134.88 feet;
Thence South 43°58'11" East for a distance of 134.00 feet
Thence North 89°55'19" East for a distance of 219.51 feet to the West right of way line
of the Chewack Ditch;
Thence along said right of way South 32°20'08" East for a distance of 85.18 feet;
Thence continuing along said right of way South 35°38'15" East for a distance of 46.93
feet;
Thence South 40°07'21" East for a distance of 65.80 feet;
Thence South 38°37'09" East for a distance of 141.26 feet;
Thence South 43°07'03" East for a distance of 37.07 feet;
Thence South 31°44'44" East for a distance of 43.04 feet;
Thence South 15°07'03" East for a distance of 89.25 feet;
Thence South 25°38'08" East for a distance of 62.64 feet;
Thence leaving said right of way South 55°02'55" West for a distance of 547.04 feet;
Thence North 34°57'05" West for a distance of 13.51 feet to the Point of Beginning
containing ±6.50 acres and being subject to all easements of record.

Also known as Parcel A of the Boundary Line Adjustment recorded under Auditor's File
Number 3248923.