

AGREEMENT

THIS AGREEMENT, entered into May , 1981, between the CITY of WESTPORT, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and the GRAYS HARBOR COUNTY WATER DISTRICT NO. 1, a duly organized and existing water district of the State of Washington, hereinafter referred to as the "District".

WHEREAS, the City is the owner of a potable water system located in the City of Westport and South City of Westport; and

WHEREAS, the District is the owner of a potable water system within the unincorporated area of Grayland, County of Grays Harbor; and

WHEREAS, it is the mutual desire of the parties to this Agreement to establish a common service boundary between the City and the District, and to agree to install an eight inch (8") intertie between the potable water system of the City and the potable water system of the District.

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

1. The City and the District agree that the following described line shall be the common service boundary between the potable water system serviced by the City and the potable water system serviced by the District. That the District shall provide all service to the area South of the below described line and the City shall provide all service to the area North of the below described line:

Beginning at the intersection of the North line of fractional Section 29, Township 16 North, Range 11, West of the Willamette Meridian and the low tide line; thence Westerly along said North line of said Section 29 to the Northeast corner of Section 30, Township 16 North, Range 11, West of the Willamette Meridian; thence Westerly along the North line of said Section 30 to the Northwest corner thereof; thence Westerly along the North line of Section 25, Township 16 North, Range 12, West of the Willamette Meridian to its intersection with the Westerly margin of State Highway 105; thence Southerly along said Westerly margin to its Intersection with the northerly margin of

Grays Harbor County Road, known as Bonge Road; thence Westerly along said Northerly margin of Bonge Road and its Westerly prolongation to the low tide line of the Pacific Ocean.

2. The parties agree that at such time in the future as their two systems shall meet, each party shall provide an eight inch (8") intertie.

3. This Agreement can be modified at any time by mutual written agreement of the parties.

CITY OF WESTPORT

By:

Dorinda Engle

Mayor, City of Westport

GRAYS HARBOR COUNTY WATER DISTRICT NO. 1

By:

John P. O'Hagan

Abraham B. Chof

Steve D. Hume