

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY WASHINGTON AND THE CITY OF LA CENTER
(NW Paradise Park Road)**

PW 16-26

Parties to this Inter-governmental Agreement (“Agreement”) are:

The CITY:

City of La Center
214 East 4th Street
La Center, WA 98629

The COUNTY:

Clark County, Washington
P.O. Box 5000
Vancouver, WA 98666-5000

and

This Interlocal Agreement is entered into pursuant to the Interlocal Cooperation Act\ RCW Chapter 39.34 by and between CLARK COUNTY, a political subdivision of the State of Washington (“COUNTY”) and the CITY OF LA CENTER, a Washington municipal corporation, (“CITY”), both of which are “public agencies” for purposes of this Agreement and shall be effective August 10, 2016.

RECITALS

WHEREAS, the County has ownership and maintenance authority over county roads situated in unincorporated Clark County, Washington, including NW Paradise Park Road, which is a public right-of-way situated partly in and partially outside of the corporate boundaries of the City of La Center, east of the state right-of-way for Interstate 5, extending north and south of NW La Center Road; and

WHEREAS, the Washington State Department of Transportation (“WSDOT”) has approved certain transportation improvements proposed by the Cowlitz Indian Tribe (the “Tribe”) that include replacement of the NW La Center Road I-5 Interchange and related relocation and reconstruction of the I-5 ramps at this Interchange; and

WHEREAS, the Tribe’s reconstruction of the NW La Center Road and I-5 Interchange necessitates the relocation of NW Paradise Park Road, which implicates the reconstruction of new right-of-way for NW Paradise Park Road inside and outside the City’s corporate boundaries; and

WHEREAS, the City has permitting authority over most, but not all, of the reconstruction of the new alignment of NW Paradise Park Road, and the County has permitting authority over a small portion (approximately 27,474 square feet) of the new alignment for this road – an area known as the Fudge Property that is described in Exhibit A, attached here to and included herein by this reference; and

WHEREAS the parties recognize that one party or the other should administer this agreement and the City has requested to be the lead agency in the permitting for construction of the reconfigured and realigned NW Paradise Park Road, including those portions of the new alignment that are located in unincorporated Clark County, and the County is willing to

accommodate the City's request for construction of the new Paradise Park Road alignment to the City.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and based upon the foregoing Recitals, which are incorporated herein by this reference, the Parties agree, as follows:

1. Purpose. The purpose of this Agreement is to facilitate the construction of a new alignment for NW Paradise Park Road to accommodate relocation of the entrance and exit ramps for I-5 Interchange at NW La Center Road, as depicted on the attached Exhibit "A" and dedicated and recorded under Auditor's File No. 5287468, located in the records of the Clark County Washington Auditor.

2. Term. This Agreement shall remain in effect until the earlier of NW Paradise Park Road being relocated, reconstructed and the new right-of-way being completed, dedicated and the improvements accepted by the City or ten years from the date of execution.

3. Administration and Transfer of Permitting Authority. No new or separate legal or administrative entity is created by this Agreement. To accomplish the above-stated purpose, the County hereby assigns all its rights and delegates its duty to the City for all plan review and all permitting authority, SEPA lead agency authority, bonding authority, regulatory, enforcement and inspection authority and any governmental or regulatory responsibility over the deconstruction, demolition and removal of the existing NW Paradise Park Road right-of-way improvements and the construction of a new right-of-way for NW Paradise Park Road, including but not limited to the portion illustrated in Exhibit A, attached here to and included herein by this reference. The vacation of any right-of-way is regulated by RCW 36.87 and is non-delegable. The City and not the County shall bear any cost associated with the City's undertaking pursuant to this Agreement. In exercising authority under this Agreement, the City shall apply the County's substantive design and permit criteria to those portions of the NW Paradise Park Road right-of-way that are located in incorporated Clark County at the time of development application, but the City will follow the City's permit review procedures.

4. Indemnification and Liability. The City shall indemnify, hold harmless and defend the County for any claim for damage, personal injury or death that arise as a direct result of the City's governmental activities undertaken pursuant to this Agreement.

5. Public Works: Any work undertaken by the City pursuant to this Agreement that qualifies as a public works project shall be subject to, and the City shall comply with, all applicable laws related to public bidding and contracting, prevailing wage rates, SEPA, etc.

6. Responsibility for public right-of-way. Upon completion of the right-of-way improvements, the reconstructed and realigned NW Paradise Park Road and all adjacent public right-of-way, the parties agree that the City and not the County shall accept the public dedication of those improvements, including those improvements that may be located outside the City's corporate boundaries at the time of dedication, so long as those improvements are contiguous to the City's corporate boundary. For those right-of-way segments for which the City accepts the


dedication, the City, and not the County, shall be responsible from that point forward for on-going road maintenance requirements.


7. **Termination.** Either party can terminate this Agreement with 90 days' written notice to the other party. Upon termination, the County shall re-assume the administrative authority described in Section 3 (Administration) for NW Paradise Park Road reconstruction.

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representative of each party on the date set forth below:

CLARK COUNTY, WASHINGTON

CITY OF LA CENTER

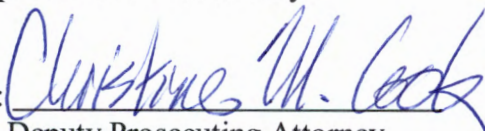
By: 
County Manager

By: 
Greg Thornton, Mayor

Dated 8/23/16

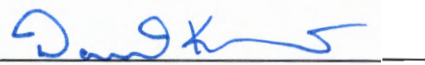
Dated 8-10-16

Approved as to Form Only:

By: 
Deputy Prosecuting Attorney

Dated _____

Approved as to Form Only:

By: 
Attorney for City of La Center

Dated Aug 10, 2016

Exhibit "A"

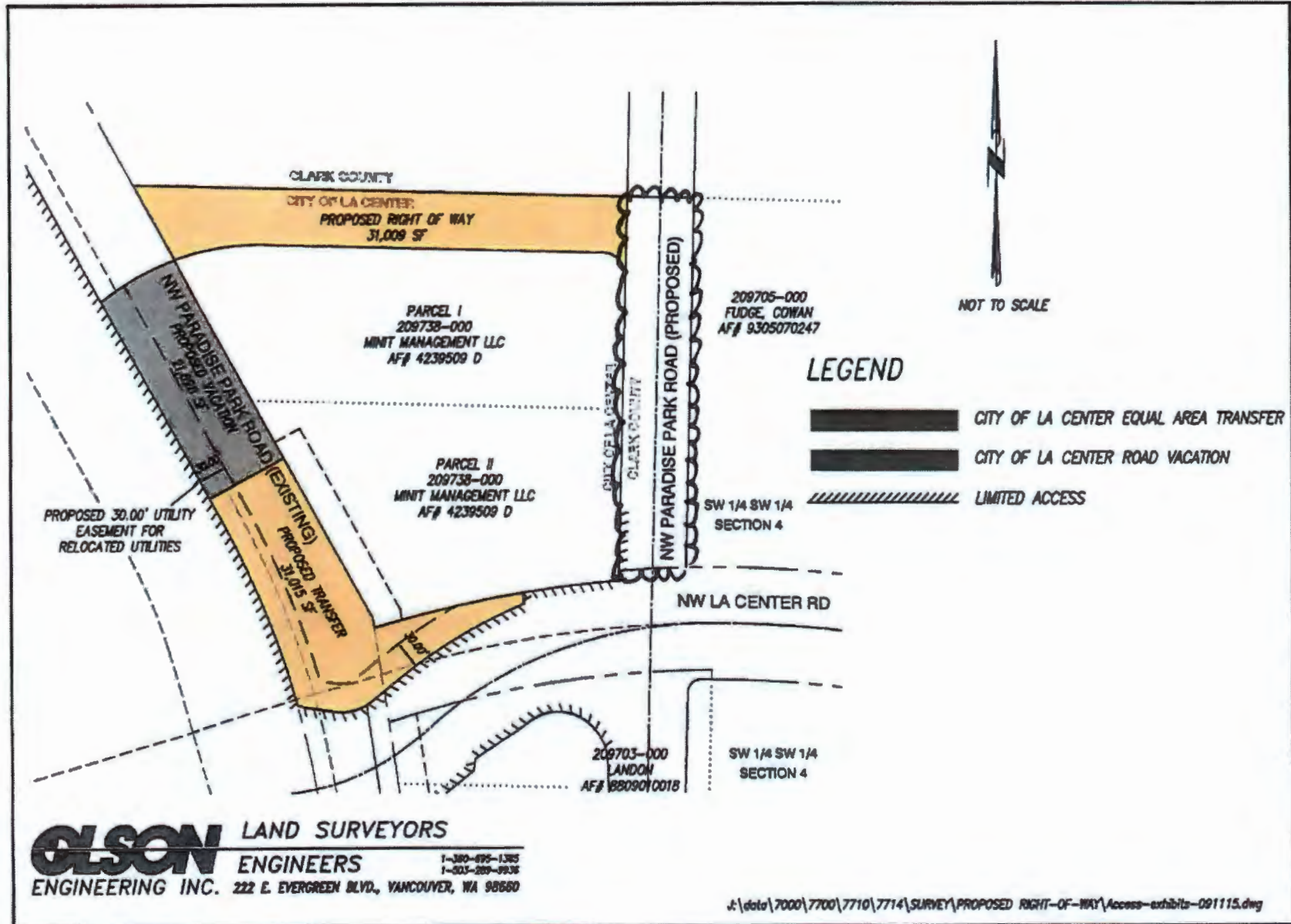


EXHIBIT B6

5287468 DED

RecFee - \$79.00 Pages: 7 - HORENSTEIN LAW GROUP PLLC
Clark County, WA 05/26/2016 11:53



After recording return document to:

Horenstein Law Group PLLC
500 Broadway, Suite 120
Vancouver, WA 98660

RIGHT-OF-WAY DEDICATION

Grantor: Interchange Development Group, LLC
Grantee(s): City of La Center, Washington
Legal Description: SW ¼, SW ¼, Sec. 4, T 4 N, R 1 EWM
Assessor's Parcel No.: 209705.000
Reference No.: N/A

INTERCHANGE DEVELOPMENT GROUP, LLC, an Oregon limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable consideration, hereby convey and grants to the **CITY OF LA CENTER, WASHINGTON**, a municipal corporation ("Grantee"), and its assigns, a public highway right-of-way, to be used for all lawful right of way purposes, surface and subsurface, including but not limited to right-of-way uses as well as sidewalks, plantings, right of way beautification improvements as and where deemed appropriate by the Grantee, installation, operation and maintenance of utilities, storm water and such other uses that municipalities may make of rights-of-way from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across that certain real property in Clark County, Washington, described on Exhibit A attached hereto and, by this reference, incorporated herein (the "Property"). All such uses are unrestricted in location within the right-of-way and shall not be limited in any way whatsoever by the state of being, condition or location of the road.

Grantor agrees Grantee shall have the right to utilize such portion of the Property as may be necessary temporarily for the placing of excavated materials thereon and for initial construction of a public roadway on the Property.

Grantor understands and agrees that Grantee shall use the Property as a permanent, public, Right of Way and Grantor and Grantee further agree this Property shall be subject to regulation and management by Grantee.

Grantor promises that, at the delivery of this Right of Way Dedication, Grantor is lawfully seized of the interest hereby conveyed, that the same is free and clear of and from all

RIGHT-OF-WAY DEDICATION

Page 1 of 7
ID No. R3 - LD8

4837-8170-2953, v. 2

and every lien and encumbrance whatsoever, subject only to easements, covenants, and restrictions of record. Grantor hereby waives and releases the Grantee from any and all claims for damage or compensation arising from the use of the Property for the purposes herein described. Grantor hereby agrees that Grantor shall pay any special assessments or installments thereof, whether or not matured, on the Property and that the Grantee shall not be liable in any way for the payment thereof.

This Right of Way Dedication shall apply to all interests in the Property now owned or hereafter acquired or assigned by Grantor or Grantee and this covenant shall run with the land.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set-over to the remainder of Grantor's adjacent property the lien of all unpaid taxes, if any, affecting the Property hereby conveyed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this Right of Way Dedication is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of La Center unless and until accepted and approved hereon in writing for the City of La Center, by the City Mayor.

DATED this 7th day of April, 2016.

INTERCHANGE DEVELOPMENT GROUP, LLC

By: *William Lyall*
Print Name: William Lyall
Title: Vice Chairman, CIGIT

Approved as to form:

Dan K...
City Attorney

CITY OF LA CENTER, WASHINGTON

By: *Alex Shontes*
Mayor

Date: 4-7-16

RIGHT-OF-WAY DEDICATION

Page 2 of 7

ID No. R3 -- LD8

4837-8170-2053, v. 2

STATE OF Washington)
County of Clark)ss

On this 7th day of April 2016, before me personally appeared _____
William Ewall to me known to be the Vice Chairman
of Interchange Development Group, LLC, an Oregon limited liability company, that executed the
foregoing instrument, and acknowledged said instrument to be the free and voluntary act and
deed of said limited liability company, for the uses and purposes therein mentioned, and on oath
stated that are authorized to execute said instrument.



Naomi Hansen
Notary Public in and for the State of Washington
Residing at La Center
My commission expires July 19, 2019

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RIGHT-OF-WAY DEDICATION
Page 4 of 7
ID No. R3 – LD8

4837-8170-2953, v. 2

Exhibit A



LAND SURVEYORS
ENGINEERS
(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PROPOSED RIGHT-OF-WAY
PORTION OF ASSESSOR'S PARCEL NO. 209705-000

September 11, 2015

A parcel of land, lying in a portion of the Southwest quarter of the Southwest quarter of Section 4, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to Linda Sporleder, Melody Cowan and Joseph Griffith, recorded under Auditor's File No. 9305070247, recorded May 7, 1993, records of said county that is within a strip of land, 70.00 feet wide, being 35.00 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of the Southwest quarter of said Section 4;

THENCE South $88^{\circ} 30' 19''$ East, along the South line of said Southwest quarter, a distance of 504.97 feet to a point on the East line of NW Paradise Park Road, Relinquished to Clark County as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965;

THENCE continuing South $88^{\circ} 30' 19''$ East, along said South line of said Southwest quarter, a distance of 300.00 feet to the Southeast corner of that parcel of property conveyed to Howard and Gloria Landon, recorded under Auditor's File No. 8809010018, records of the Clark County Auditor;

THENCE North $01^{\circ} 29' 41''$ East, along the East line of said "Landon" parcel, a distance of 276.08 feet to the South right-of-way line of NW La Center Road, said point being 50.00 feet from, when measured perpendicular to, the centerline of said road;

THENCE continuing North $01^{\circ} 29' 41''$ East, a distance of 98.92 feet;

THENCE North $88^{\circ} 30' 19''$ West, a distance of 65.00 feet to a point 35.00 feet Easterly of, when measured perpendicular to, the East line of that parcel of land conveyed to Minit Management, L.L.C., recorded under Auditor's File No. 4239509 D, records of said county and the TRUE POINT OF BEGINNING of said centerline;

THENCE North $01^{\circ} 29' 41''$ East, parallel with and 35.00 feet Easterly of said East line and the Northerly projection thereof, a distance of 939.82 feet, more or less to the North

line of the Southwest quarter of the Southwest quarter of said Section 4 and the TERMINUS of said centerline.

The intent of this description is to provide a uniform strip of land, 70.00 feet wide, the sidelines of which shall be lengthened or shortened as necessary to provide a uniform strip of land.

Containing 27,474 square feet or 0.63 acres, more or less.

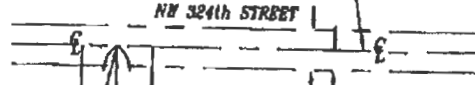


10/02/15

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR RIGHT-OF-WAY**

A PORTION OF ASH 209705-000
BY THE SW 1/4, SW 1/4 OF SECTION 4,
T. 4 N., R. 1 E., W.M.,
CLARK COUNTY, WASHINGTON

NORTH LINE OF THE SW
1/4, SW 1/4 SECTION 4



TERMINUS

ASH 209746-000
38 NW LLC
AF# 4323103 D

35.00'

PROPOSED RIGHT-OF-WAY:
27,474 SQ.FT.
(0.63 ACRES)

ASH 209738-000
MINT MANAGEMENT LLC
AF# 4233509 D

ASH 209705-000
FUDGE, COWAN
AF# 9305070247

35.00'

NW PARADISE PARK RD
(PROPOSED)



NO SCALE

TRUE POINT
OF BEGINNING

N 88°30'19" W
65.00'

N 01°29'41" E
98.92'

NW LA CENTER RD

ASH 209703-000
LANDON
AF# 8809010018

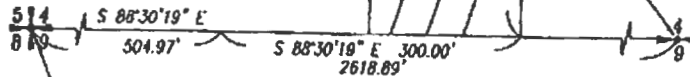
ASH 209708-000
VANNESSON
AF# 9003200079

50.00'

276.08'

N 01°29'41" E

FOUND AND HELD CLARK COUNTY
CONCRETE MONUMENT WITH 4"
BRASS CAP IN CASE WITH COVER.



POINT OF COMMENCEMENT: CALCULATED
POSITION OF SECTION CORNER BASED ON
TIES TO WSDOT HWY MONUMENTATION.

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD, VANCOUVER, WA 98660

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