

RESOLUTION NO. 2287 – EXHIBIT A

INTERLOCAL AGREEMENT REGARDING PROPERTY EXCHANGE BETWEEN THE CITY OF LONGVIEW AND CONSOLIDATED DIKING IMPROVEMENT DISTRICT #1 OF COWLITZ COUNTY

THIS AGREEMENT, made and entered into this ____ day of _____, 2019 (the “Effective Date”) by and between THE CITY OF LONGVIEW, a Washington municipal corporation (hereinafter “CITY”) and CONSOLIDATED DIKING IMPROVEMENT DISTRICT # 1 OF COWLITZ COUNTY, a special district of the State of Washington (hereinafter “CDID”), jointly hereinafter referred to as the “parties.”

WITNESSETH:

WHEREAS, CDID owns Parcel #105610100, depicted on the attached Exhibit “A”; and

WHEREAS, the CITY owns Parcel #10601 which is adjacent to Parcel #105610100, and depicted on the attached Exhibit “A”; and

WHEREAS, the CITY agrees to transfer a portion of Parcel #10601 to CDID as further described in this Agreement; and

WHEREAS, the CITY agrees to grant CDID an easement across Parcels #10601 and #10609 as depicted on Exhibit “A”; and

WHEREAS, the parties agree that transferring the property and granting of the easement as described herein is in the public interest; and

WHEREAS, CDID owns Parcel #10396 depicted on the attached Exhibit “B”; and

WHEREAS, CDID agrees to transfer a portion of Parcel #10396 to the CITY as further described in this Agreement; and

WHEREAS, the parties seek to facilitate CDID’s access to the Cowlitz River levee as shown on Exhibit “B”; and

WHEREAS, the CITY owns Parcel #10398 and agrees to grant CDID an easement across such parcel as depicted on Exhibit “B”; and

WHEREAS, the parties desire to facilitate more flexible and expanded use and to allow for greater marketability of the CITY-owned land adjacent to CDID Parcel #10396; and

WHEREAS, the parties agree that transferring the property and granting of the easement as described herein is in the public interest; and

WHEREAS, the parties reasonably believe the portions of parcels of land to be exchanged, when combined with the benefit of the granting of the easements described in this Agreement and the increased flexibility and expanded use of the parties' property, are reasonably equivalent in value and desire to exchange the parcels; and

WHEREAS, the transfer of such properties will be accomplished by boundary line adjustments processed through the City of Longview, and by separate instrument; and

WHEREAS, a public hearing on the transfer was publicized and conducted by the CITY in conformance with RCW35.94.040.

NOW THEREFORE, in consideration of the facts and recitals set forth above, which are adopted herein and made a part of this Agreement, made pursuant to RCW 39.34 (Interlocal Cooperation Act), and which the parties mutually agree are good and adequate consideration for the obligations of the parties set forth herein, the parties agree as follows:

SECTION NO. 1: CONVEYANCE

Portion of Parcel #10601 Adjacent to Parcel #105610100

CDID agrees to pay for the cost of surveying that portion of Parcel #10601 adjacent to Parcel #105610100 which is to be conveyed to CDID pursuant to this Agreement. The parties agree to each pay a proportionate share of the cost of a Boundary Line Adjustment (BLA), including preparation of new legal descriptions by the surveyor, BLA application fees and recording fees, based on the total length of each parties' boundary lines.

In addition, the CITY agrees to pay for environmental hazard assessment for that portion of Parcel #10601 to be acquired by CDID.

The cost of removal and disposal of any existing contaminated soils and hazardous materials in this area shall be borne by the CITY, except those such materials that are part of the existing buildings, equipment, tanks, piping, and other facilities.

The cost of any demolition of existing facilities in this area, including the cost of abating any hazardous materials, as well as grading, surface preparation and new fencing shall be borne by CDID.

Easement Across Parcels #10601 and #10609

The CITY agrees to transfer, by separate instrument, an access and maintenance easement along the southerly border of Parcels #10601 and #10609, as shown on the attached Exhibit A.

The CITY agrees to pay for the cost of surveying Parcels #10601 and #10609. In addition, the CITY shall pay the cost to research the ownership of these properties, in the event that any third parties have an ownership interest on portions of these parcels.

CDID agrees to pay for the creation of a legal description, and map of the easement. In addition, CDID agrees to pay for environmental hazard assessment of the land over which the easement will pass, if CDID desires to have such an assessment performed.

Portion of Parcel #10396

CDID agrees to transfer title to a portion of Parcel #10396 to the CITY, by separate instrument.

The CITY intends to dissolve certain parcel lines on City-owned property adjacent to Parcel #10396 at this time and shall pay the cost of a boundary survey of CITY property and the cost to depict the levee right of way on CITY-owned property.

CDID intends to dissolved certain parcel lines on CDID-owned property adjacent to Parcel #10396 at this time and shall pay the cost of a boundary survey of CDID property.

The parties shall each pay their proportional costs of the Boundary Line Adjustments to create a revised Parcel #10396 to be transferred and to dissolve certain parcel lines on adjacent properties owned by each party, including preparation of new legal descriptions preparation by the surveyor, BLA application fees and recording fees, based on the total length of each parties' boundary lines.

In addition, CDID agrees to provide a copies of the asbestos inspection report for abatement work performed when single family residence was removed from Parcel #10396 in June, 2010. CDID also agrees to pay for an environmental hazard assessment of the portion of Parcel #10396 to be transferred if the CITY provides a detailed scope of work outlining the type, number, protocol and analytical methods for sample collection and testing.

The cost of removal of any existing hazardous materials present on Parcel #10396 shall be borne by CDID.

The cost of any demolition of existing facilities on Parcel #10396, as well as grading, surface preparation and new fencing shall be borne by the CITY.

Easement Across Parcel #10398

The CITY agrees to transfer, by separate instrument, an access easement across Parcel #10398, as shown on the attached Exhibit B.

Conveyance

CDID agrees to convey a portion of Parcel #10396 to the CITY on the closing date for and in consideration of CITY's conveyance of a portion of Parcel #10601, and the easements described in this Agreement.

SECTION NO. 2: EXCHANGE VALUE

CDID and CITY agree the relative “as is” fair market value of the portion of Parcel #10396 is reasonably equivalent in value to the combined value of that portion of Parcel #10601 to be transferred to CDID and the granting of easements.

SECTION NO. 3: PROPERTY CONVEYED AS IS

All conveyances provided for in this Agreement shall, except as otherwise provided in this Agreement, be “as is” condition. Neither party makes any representations or warranties of any kind regarding the condition of the land or any improvements thereon. Notwithstanding the foregoing and the environmental assessments and obligations set forth in this agreement, both parties represent and warrant that to the best of their knowledge without inquiry or investigation, there are no hazardous or dangerous substances on, under, around, or released from their respective parcels and/or the improvements thereon.

SECTION NO. 4: ADDITIONAL AGREEMENTS

The parties further agree as follows:

1. No separate legal or administrative entity is intended to be created by this Agreement. The administration of the provisions of this Agreement shall be undertaken as provided above.
2. This Agreement shall be binding upon the Parties upon execution hereof by the authorized representatives of each entity.
3. No separate or joint budget is created by the Agreement, and this Agreement does not contemplate acquisition or disposal of any property except as described in this Agreement.
4. The Parties shall indemnify and hold each other free and harmless from any and all claims by third parties for damages caused by the exercise of the permission herein granted.
5. The initial term of this Agreement shall be two years and the transfers described in the Agreement shall be completed within two years from the Agreement execution date. Provided no transfers have been made by either Party, this Agreement shall be subject to cancellation by the other Party to this Agreement upon sixty (60) days or more written notice given to the other Party. At the end of the two-year term, this Agreement may be extended for up to two additional years upon written agreement between the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective on the above indicated date:

Dated _____

THE CITY OF LONGVIEW

By: _____

Kurt Sacha
City Manager

Approved as to form:

James J. McNamara
Longview City Attorney

Dated _____

CONSOLIDATED DIKING
IMPROVEMENT DISTRICT NO. 1
of Cowlitz County,

By: _____

Judi Strayer
District Manager

Approved as to form:

Dave C. Spencer
Attorney for CDID #1

EXHIBIT A

Map

EXHIBIT B

Map