

**INTERLOCAL AGREEMENT REGARDING
EVENT CENTER PROPERTY EXCHANGE BETWEEN
THE CITY OF LONGVIEW AND
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 COWLITZ COUNTY, a political subdivision of the State of Washington (hereinafter “COUNTY”), jointly hereinafter referred to as the “parties.”

WITNESSETH:

WHEREAS, the COUNTY owns in fee simple a certain parcel of real property situated within the City of Longview and legally described on Exhibit “A” attached hereto and incorporated herein by reference (Parcel 1).

WHEREAS, COUNTY owns in fee simple a certain portion of real property real property situated within the City of Longview and legally described on Exhibit “E” attached hereto and incorporated herein by reference (Proposed ROW).

WHEREAS, the CITY has a Right of Way held over certain parcels of County owned real property legally described in Exhibit “B” , Exhibit “C” and Exhibit “D”, attached hereto and incorporated herein by reference (Parcels 2, 3 and 4). In anticipation of this agreement, CITY has vacated its right of way held over those parcels.

WHEREAS, the CITY has created a duly-constituted Public Development Authority (“PDA”) empowered to develop a commercial hotel in conformity with the 2010 Cowlitz County Event Center Master Plan.

WHEREAS, the COUNTY and the CITY agree that development of a commercial hotel in conformity with the Cowlitz County Event Center Master plan is in the public interest. The parties desire to exchange parcels of land to allow for development of a commercial hotel in proximity to the Cowlitz County Event Center with the aim to facilitate expansion of future events and gatherings at the County Events Center and Fairgrounds.

WHEREAS, the CITY, in conjunction with its duly created PDA, intends to use Parcel 1 for development of a commercial hotel/motel. COUNTY intends to use Parcels 2, 3, and 4 to provide additional buffer for activities on the County Fairgrounds property.

WHEREAS, the City of Longview Public Development Authority hired a commercial real estate broker to determine the value of the parcels and reasonably believe that the parcels of land are reasonably equivalent in value and desire to exchange the parcels.

WHEREAS, Parcel 1 and the contemplated public access to the parcel is currently used for the annual County fair carnival rides, concession stands, public and private events and parking. Development of a hotel on Parcel 1 will require eventual removal of concession stands and the reconfiguration of the County fair in conformity with the 2010 Cowlitz County Event Center Master Plan. No change in use will occur until construction of the hotel begins. The Parties intend to enter into a separate use agreement for the use of Parcel 1 after exchange pending beginning of construction.

WHEREAS, Parcel 1 requires ingress and egress for commercial use. Entrance to the property will be accomplished by COUNTY right of way dedication to the CITY (Parcel 5). Such right of way dedication facilitates access to the property as well as development of an entrance street in conformity with the 2010 Cowlitz County Event Center Master Plan. A portion of the contemplated entrance street is currently occupied by garden outbuildings which will require removal. It is the intention and desire of the parties that these buildings will not be removed and there will be no change in use until construction of the entrance street begins.

WHEREAS, CITY has reviewed and approved this plan with the adoption of the Memorandum of Understanding and Cost sharing Agreement between the parties on February 23, 2017 (Council Agenda Item 17-4722).

WHEREAS, the COUNTY finds that hotel development is in the COUNTY interest

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 good and adequate consideration for the obligations of the parties set forth herein, the parties agree as follows:

SECTION NO. 1: CONVEYANCE

COUNTY agrees to convey PARCEL 1 to CITY on the closing date for an in consideration of CITY's conveyance COUNTY of PARCELS 2, 3, and 4. CITY agrees to convey Parcels 2, 3, and 4 to COUNTY on the closing date for and in consideration of COUNTY's conveyance to CITY of PARCEL 1. COUNTY agrees to dedicate Parcel 5 as right of way to CITY.

SECTION NO. 2: EXCHANGE VALUE

COUNTY and CITY agree that the relative “as is” fair market value of Parcel 1 is reasonably equivalent in value to the combined value of and Parcels 2, 3, and 4 as good and valuable consideration in pursuit of hotel development and facilitation of achieving the goals determined by the County Event Center Master Plan.

SECTION NO. 3: CONDITION OF TITLE

Title to Parcel 1 shall be conveyed to CITY by COUNTY free of encumbrances except that there shall be as a covenant running with the land for itself, that the real estate shall be used only for the development and operation of a commercial hotel or motel; that in the event that a Certificate of Occupancy for use of the real estate as a hotel or motel has not been issued by February 14, 2024, that all rights, title and interest of the CITY, and its successors and assigns shall cease and shall thereon revert immediately to and vest in and become the absolute property of the COUNTY. Further, in the event Parcel 1 reverts to the COUNTY, that right of way deeded to the County in exchange for said property shall be deeded back to the CITY.

In addition, the following language be inserted into the deed by which the County transfers the property to the City:

If a Certificate of Occupancy for the construction of a hotel or motel on the Property has not been issued by the City of Longview by February 14, 2024 the Property shall revert to Grantee. This right of reversion shall run with the land and bind Grantees successors and assigns.

Title to Parcels 2, 3, and 4 shall be conveyed to COUNTY by quit claim deed and subject to utility easements

SECTION NO. 4: PROPERTY CONVEYED AS IS

Both parties offer to convey their respective parcels in their “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, 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. 5: CLOSING

The conveyance shall close upon the recording of the Quit Claim deeds with the County Auditor’s Office for each property, or sooner upon mutual agreement. For purposes of this agreement,

“Closing date” shall be construed as the date upon which all appropriate documents are recorded with the County.

SECTION NO. 6: INDEPENDENT STATUS OF PARTIES.

The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

SECTION NO. 7: COMPLIANCE WITH LAWS.

The parties shall observe all applicable federal, state and local laws, ordinances and regulations in conjunction with meeting their respective obligations under the terms of this Agreement.

SECTION NO. 8: VENUE STIPULATION

The laws of the State of Washington shall be applicable to the construction and enforcement of this Agreement. Any action in law, suit in equity or judicial proceeding regarding this Agreement shall be instituted only in courts of competent jurisdiction within Cowlitz County, Washington.

SECTION NO. 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced in writing and executed with the same formalities as this present Agreement.

SECTION NO. 10: WAIVER

No officer, employee, agent or otherwise of any party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that, in addition to every other remedy provided herein or by law.

SECTION NO 11: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties have read and understand all of this Agreement, and now state that no representation, promise or agreement not expressed in the Agreement has been made to induce any of them to execute it.

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

CITY OF LONGVIEW, WASHINGTON
a municipal corporation

Kurt Sacha, City Manager

COWLITZ COUNTY, WASHINGTON
a Washington subdivision

Joe Gardner, County Commissioner

Dennis Weber, County Commissioner

Arne Mortensen, County Commissioner

Attest:

Kaylee Cody, City Clerk

Approved as to form:

, Chief Civil Deputy

Approved as to form:

James J. McNamara, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PARCEL 1

THAT PORTION OF TRACTS 116 AND 117, ASSESSOR'S PLAT NO. 2, AS RECORDED IN VOLUME 8 OF PLATS AT PAGE 24, RECORDS OF COWLITZ COUNTY, LOCATED IN THE SETH CATLIN DONATION LAND CLAIM, IN SECTIONS 27 AND 34, TOWNSHIP 8 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" BRASS DISK AT THE CENTERLINE OF WASHINGTON STREET AND SW 7TH AVENUE;

THENCE SOUTH 29°15' EAST 34.96 FEET TO THE INTERSECTION OF THE EASTERLY MARGIN OF SAID SW 7TH AVENUE WITH THE SOUTHERLY MARGIN OF SAID WASHINGTON STREET;

THENCE SOUTH 74°55'35" EAST ALONG SAID SOUTHERLY MARGIN (CALLED S74°58'E, SAID PLAT), A DISTANCE OF 710.13 FEET TO THE NORTHEAST CORNER OF SAID TRACT 116;

THENCE SOUTH 15°01'57" WEST ALONG THE EASTERLY LINE OF SAID TRACT 116 (CALLED S15°02'W, SAID PLAT), A DISTANCE OF 205.39 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 74°55'35" WEST A DISTANCE OF 189.96 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 109°13'18", WITH A 50 FOOT RADIUS AN ARC DISTANCE OF 95.31;

THENCE N74°55'35" WEST A DISTANCE OF 89.98 FEET;

THENCE SOUTH 15°02'00" WEST A DISTANCE OF 220.24 FEET;

THENCE SOUTH 74°55'35" EAST A DISTANCE OF 361.47 FEET TO THE EASTERLY LINE OF SAID TRACT 116;

THENCE NORTH 15°01'57" EAST (CALLED N15°02'E, SAID PLAT) ALONG SAID EASTERLY LINE A DISTANCE OF 220.24 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH A 10-FOOT WIDE WATERLINE EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 3595894, RECORDS OF COWLITZ COUNTY.

TOGETHER WITH A 15-FOOT WIDE SANITARY SEWER EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 3595893, RECORDS OF COWLITZ COUNTY.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

EXHIBIT B
LEGAL DESCRIPTION OF PARCEL 2

That portion of the public right-of-way shown on said Assessor's Plat No. 2 lying easterly of the northerly projection of the westerly line of Lot No. 109, westerly of the westerly line of Lot No. 111, northerly of the northerly line of Lot No. 109 and southerly of the southerly line of Lot 112 and Lot No. 113.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

EXHIBIT C
LEGAL DESCRIPTION OF PARCEL 3

Beginning at the intersection of the easterly line of 9th Avenue as the same is described under AFN 473057, Volume 588, Page 813, with the northerly line of New York Street (called Oak Street on said Assessor's Plat No. 12). Thence north 15°02' east a distance of 460.00 feet to an intersection with the southeasterly projection of the northerly line of Ohio Street as Ohio Street is described under AFN 473064, Volume 588, Page 534; Thence north 74°58' west 40.00 feet; Thence south 15°02' west 460 feet to a point north of the northerly line of New York Street; Then south 74°58' east 40.00 feet along said northerly line to the point of beginning.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

EXHIBIT D

LEGAL DESCRIPTION OF PARCEL 4

Beginning at the northeasterly corner of Lot 5 of Assessor's Plat No. 12, said corner being a point on the westerly line of 7th Avenue. Thence north 74°58' west a distance of 340.00 feet to the northwesterly corner of Lot 7, said corner being a point on the westerly line of 8th Avenue; Thence north 15°02' east a distance of 30.00 feet; Thence south 74°58' east 340.00 feet to a point on the westerly line of 7th Avenue; Thence south 15°02' west 30.00 feet to the point of beginning.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

EXHIBIT E

LEGAL DESCRIPTION OF PROPOSED RIGHT OF WAY DEDICATION PARCEL 5

A parcel of land located in Tract 116 and Tract 117 of Assessor's Plat No. 2, recorded in Volume 8 of Plats, Page 24, records of Cowlitz County in the Seth Catlin Donation Land Claim and located in Section 27, Township 8 North, Range 2 West, Willamette Meridian, Cowlitz County, Washington, described as follows:

Commencing at a 3-inch brass disk at the centerline of Washington Street and SW 7th Avenue;

thence South 74°55'35" East (called S 74°58' E, said Plat) along the centerline of said Washington Street a distance of 503.99 feet;

thence South 15°04'33" West a distance of 25.00 feet to the Southerly margin of said Washington Street and the **POINT OF BEGINNING**;

thence South 74°55'35" East along said Southerly margin a distance of 30.00 feet;

thence South 15°04'33" West a distance of 136.43 feet;

thence along a non-tangent curve to the right, through a central angle of 286°15'37", having a 50-foot radius, an arc distance of 249.81 feet, the radius point of said curve bears South 15°04'33" West 176.43 feet from the Point of Beginning;

thence North 15°04'33" East a distance of 136.43 feet to said Southerly margin of said Washington Street;

thence South 74°55'35" East along said Southerly margin a distance of 30.00 feet to the **POINT OF BEGINNING**.