INTERLOCAL AGREEMENT
BETWEEN
THE PORT OF LONGVIEW AND
COWLITZ COUNTY
WILLLOW GROVE PARK

THIS AGREEMENT, made and entered into this _8_ day of _December_ 2015, (the “Effective Date”) by and between the PORT OF LONGVIEW, a Washington municipal corporation (hereinafter “PORT”) and COWLITZ COUNTY, a political subdivision of the State of Washington (hereinafter “COUNTY”), jointly hereinafter referred to as the “parties.”

WITNESSETH:

WHEREAS, the COUNTY owned, leased, developed and operated, for the benefit of its citizens and the general public, real property commonly referred to as “Willow Grove Park” (hereinafter “said park”), and more particularly described in “Exhibit A”; and

WHEREAS, the COUNTY transferred said park to the PORT, and the PORT accepted, and the parties are working with the state’s Department of Natural Resources to transfer associated DNR land lease to the PORT; and

WHEREAS, the COUNTY currently still has the ability to issue both annual boat launch permits and day use permits in exchange for a fee to the general public; and

WHEREAS, the COUNTY is willing to assist the PORT with the ongoing issuance of permits and collection of fees during fiscal year 2015 after the transfer of ownership is complete; and

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: DURATION OF AGREEMENT

This Agreement shall commence January 1, 2015, and shall expire on December 31, 2015, unless otherwise agreed by the parties, including, but not limited to, any renewal.

SECTION NO. 2: ISSUANCE OF PERMITS; COLLECTION OF FEES

The COUNTY shall continue to issue all Annual Boat Launch Permits and Day Use Permits for the use of the park and boat launch for the duration of the 2015 calendar year. The COUNTY shall be responsible for collection of all fees for aforementioned permits. The COUNTY agrees to remit fifty percent (50%) of monies received for Boat Launch Permits and Day Use Permits to the PORT
on a quarterly basis. Specifically, the COUNTY will pay the PORT its portion of fees within thirty (30) days of the end of each quarter. Fees shall be sent to the attention of the representative named in Section No. 3 of this agreement

SECTION NO. 3: NOTICE

All notices shall be in writing and served on any of the parties either personally or by certified mail, return receipt requested, to the persons below designated as contact persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

COUNTY: Ron Junker
Director of Facilities Services Department
207 4th Avenue North
Room 308
Kelso, WA 98626
Fax: (360) 423-9987

PORT: Geir-Eilif Kalhagen
Chief Executive Officer
Port of Longview
10 Port Way
Longview, WA 98632
Fax: (360) 577-8122

SECTION NO. 4: 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. 5: 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. 6: 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. 7: 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 8: 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:

PORT OF LONGVIEW

By: [Signature]

Title: Chief Executive Officer

Name Printed: Geir-Eilif Kalhagen

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Michael A. Karnofski, Chairman

Dennis P. Weber, Commissioner

Joe Gardner, Commissioner

ATTEST:

Tiffany Ostreim, Clerk of the Board

[Signature] 3-24-15

APPROVED AS TO FORM:

Doug Jensen
Deputy Prosecuting Attorney

[Signature] 3-18-15
EXHIBIT A
LEGAL DESCRIPTION OF PARK

Area between dike centerline (County Road +/-) and high water mark at "Willow Grove":

A portion of Government Lots 6 and 7 in Section 17 and a portion of Government Lot 4 in Section 18, all in Township 8 North, Range 3 West, Willamette Meridian, Cowlitz County, Washington, described as follows:

BEGINNING at a point on the centerline of the Diking Improvement District #15 150 foot dike easement as described in Volume 712, Page 1209, Cowlitz County Deed Records (Auditor's File #5936911) that bears South 00° 27' 00" West, 223.55 feet from a 3/4 inch pipe with 3-1/4 inch aluminum cap set to mark the quarter corner between Sections 17 and 18 (in April 1987 by Hagedorn, Inc.);

thence South 65° 09' 33" East along said centerline, 706.30 feet to engineer's station "WG 103+98.56"; thence South 72° 55' 16" East, 1884.30 feet to a concrete monument with brass cap at engineer's station "WG 85+15.03"; thence South 55° 07' 50" East, 184.11 feet to the East line of Government Lot 7; thence South 01° 02' 32" West along said East line, 486 feet more or less to the high water mark of the right bank of the Columbia River as it existed on August 1, 1986; thence Northwesterly along the high water mark 4034 feet more or less to a point on the West line of the "Port of Longview Tract" as described in Volume 744, page 686 (Auditor's File #8603410); thence North 00° 27' 00" East along said West line 570 feet more or less to a 1/2 inch iron rod at the Southwest corner of the "Willow Grove Community Club, Inc." tract as described under Auditor's File #8603410; thence South 54° 45' 51" East 150.00 feet to a 1/2 inch iron rod at the Southeast corner of said "Willow Grove Community Club, Inc." tract; thence North 00° 27' 00" East along the East line thereof and it's extension, 194.82 feet to the centerline of the 150 foot dike easement of Diking Improvement District #15 described above; thence South 54° 45' 51" East along said centerline, 942.18 feet to engineer's station "WG 113+68.94"; thence South 65° 09' 33" East, 52.38 feet to the POINT OF BEGINNING.

Together with:

All tidelands, accreted lands, and submerged lands lying adjacent to, abutting, upon, or within the real property described herein.
SUBJECT TO:

1. Waiver for right of way 150 feet in width upon the right of way of Diking District No. 15 for roadway as granted by instrument recorded February 20, 1928 under auditor's file No. 71791.

2. Waiver for right of way 150 feet in width upon the right of way Dike District No. 15 for roadway as granted by instrument recorded February 20, 1928 under auditor's file No. 71790.

3. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes.
   For: Right of way
   In favor of: Diking Improvement District No. 15 of Cowlitz County
   Recorded: October 7, 1964
   Auditor's No.: 593691 and 593692.

4. Waiver for right of way 100 feet to 140 feet in width upon the right of way of Diking Improvement District No. 15 for roadway as granted by instrument recorded February 20, 1928 under auditor's file No. 71787.

5. Easement for Diking Improvement District No. 15 for dike right of way.

6. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes.
   For: Water system
   Recorded: August 20, 1954
   Auditor's No.: 421913.

7. Any question that may arise due to shifting or change in the course of the river or creek herein named, or due to said river or creek having changed its course.
   River/Creek: Columbia River.

8. Any adverse claim based upon the assertion that:
   (A) Some portion of said land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.
   (B) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Columbia river or has been formed by accretion to any such portion.
9. Such rights and easements for navigation and fishery which may exists over that portion of said land lying beneath the waters of the Columbia river.

10. Any adverse claim based upon the assertion that any portion of said land was not tide land subject to disposition by the state of Washington, or that any portion thereof has ceased to be tide lands or by reason of having become upland by accretion.

11. Rights and easements for commerce, navigation and fishery.

12. Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation, together with incidental rights of fishing, boating, swimming, water-skiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public water.
January 11, 2016

Port of Longview  
Robin Johnson  
10 E Port Way  
Longview, WA 98632

CERTIFIED MAIL  
7012 3460 0000 3164 8496

Subject: Final executed copy of Amendment and Assignment for 20-012740

To Whom It May Concern:

Enclosed is a final executed copy of Amendment and Assignment No. 20-012740 for your records.

Please record the Assignment at the county auditor’s office and return proof of recordation to us. Proof if recordation is a copy of scan of the first few pages of the agreement showing the recordation stamp.

Due to the fact that the IAA will be expiring soon, we recommend that the Port start the application process so that we can start working on a new agreement sooner rather than later.

If you should have any questions, feel free to contact Denise Wilhelm, at (360) 740-6824 or denime.wilhelm@dnr.wa.gov, or me, at (360) 740-6834 or grant.crosier@dnr.wa.gov.

Sincerely,

Grant Crosier  
Natural Resources Technician  
Aquatic Resources Division/Rivers District

Enclosures (2)  
c: District file  
TRO file

RECEIVED  
JAN 13 2015  
Port of Longview
Good Morning, Grant:

On December 8, 2015, we mailed you the three identical originals of the Notice of and Consent to Assignment and Assumption of Interagency Agreement, for final review and signatures by the DNR. These documents were signed by our Port Commissioners at the December 8, 2015 Regular Commission Meeting.

Can you please provide us with the status of these documents?

Robin