

**INTERLOCAL AGREEMENT REGARDING
WILLOW GROVE PARK BETWEEN
THE PORT OF LONGVIEW AND
COWLITZ COUNTY**

THIS AGREEMENT, made and entered into this 11th day of March, 2014 (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 owns, leases, develops and operates, 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 now faces significant budgetary challenges and is looking to allocate its financial resources in a way that maximizes these resources for the general benefit and care of its citizens; and

WHEREAS, the state of Washington, through its Department of Natural Resources (DNR), owns a significant portion of said park and leases same to COUNTY pursuant to its Interagency Agreement No. 20-012740, dated May 15, 1989 and scheduled to expire June 30, 2018, a copy of which is attached as Exhibit B, which specifies the uses of state land, which are in keeping with its current use as a park; and

WHEREAS, the COUNTY and the PORT have entered into discussions regarding the possible transfer of said park from the COUNTY to the PORT and are willing to enter into an interlocal agreement similar to a purchase and sale agreement; and

WHEREAS, the PORT is interested in acquiring said park, especially if it can maintain and enhance the current benefit for the local citizens and general public, as well as use the property for such non-competing industrial uses such as mitigation and dredge deposit, use and resale; and

WHEREAS, the PORT needs additional time in which to exercise due diligence to determine (1) the suitability of said park as a PORT property and public park; (2) the environmental condition of the park; (3) whether the park can assist the PORT with meeting its

obligations to the U.S. Army Corps of Engineers; (4) whether DNR is willing to modify the existing lease to extend it past its current expiration date and to modify the lease to make it more suitable for PORT use; and (5) whether the PORT can develop an ability, consistent with its other public obligations, to operate a public park; and

WHEREAS, the PORT is willing to assist the COUNTY with the financial costs of operating said park in 2014, while it investigates the above due diligence requirements; 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: COUNTY OWNERSHIP, OPERATION AND CONTROL

Nothing herein modifies or changes the COUNTY's ownership, operation and control of said park during the duration of this agreement. All actions by the PORT, as it pursues its due diligence investigation of the property, shall be done with the necessary prior coordination with the COUNTY to ensure that either the PORT does not interfere with public use of the park or that such interference is reasonable, limited and safe.

SECTION NO. 2: DURATION OF AGREEMENT

This Agreement shall commence January 1, 2014, and shall expire on December 31, 2014, unless otherwise agreed by the parties.

SECTION NO. 3: FINANCIAL ASSISTANCE

The PORT agrees to pay the COUNTY a total of fifty-six thousand seven hundred dollars (\$56,700) to assist in the cost of operating said park during 2014, which amount will be paid in individual payments of four thousand seven hundred twenty-five dollars (\$4,725) to be paid every month. Any monies received from the public or other entities in connection with the use of the park shall be retained by the COUNTY, and the PORT will not receive any compensation from the park operations during 2014. In the event that the park is transferred to the PORT prior to December 31, 2014, these payments by the PORT will also compensate the COUNTY for any assistance the COUNTY provides the PORT in connection with the park's operation after the transfer and prior to December 31, 2014.

SECTION NO. 4: EXCLUSIVE OPTION TO PURCHASE/ASSIGNMENT OF DNR LEASE

The COUNTY grants the PORT the exclusive option to purchase the park (including an assignment of the DNR-COUNTY lease) until December 31, 2014, for TEN DOLLARS (\$10.00). Said option shall be exercised, in writing, no later than December 9, 2014.

SECTION NO. 5: 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 Ave.
Room 308
Kelso, WA 98626
Fax: 360-423-9987

PORT: Geir-Eilif Kalhagen
Chief Executive Officer
Port of Longview
PO Box 1258
10 Port Way
Longview, WA 98632
Fax: (360) 577-8122

SECTION NO. 6: INDEMNIFICATION.

Each party shall defend protect, indemnify, and save the other party harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of the other party, its employees, agents or subcontractors, howsoever caused as a result of the other party or its employees, agents or subcontractors negligence or fault in connection with each party's activities in the park during the duration of this Agreement.

SECTION NO. 7: 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. 8: INSURANCE REQUIREMENTS.

The PORT shall provide insurance coverage that shall be maintained in full force and effect during the term of this contract, as follows:

The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the COUNTY, its agents and employees, as additional insureds under the insurance policy(s). All policies shall be primary and non-contributory to any other valid and collectable insurance. The PORT shall instruct the insurers to give the COUNTY 30-days advance notice of any insurance cancellation.

The PORT shall obtain at the PORT's cost, and maintain in full force and effect during the term of the contract, insurance to meet the following minimum amounts from an insurance carrier licensed to conduct business in the State of Washington:

Commercial General Liability Insurance: Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence, \$2,000,000 per project aggregate. This insurance shall be primary over any and all insurance the agency may have in place. Additionally, the PORT is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability Insurance: In the event that the PORT's due diligence pursuant to this contract involves the use of vehicles, owned or operated by the PORT, automobile liability insurance shall be required. The minimum limit for automobile liability is: \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Industrial Insurance Coverage: The PORT shall provide or purchase industrial insurance coverage prior to performing work under this contract. The COUNTY will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the PORT or any subcontractor or employee of the PORT which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the PORT; the PORT shall indemnify the COUNTY and guarantee payment of such amounts. With respect to the performance of this Agreement and as to claims against the COUNTY, its appointed and elected officers, agents and employees, the PORT expressly waives immunity under Title 51 of the Revised Code of Washington.

SECTION NO. 9: COORDINATION OF PORT DUE DILIGENCE WITH COUNTY/PUBLIC USE OF THE PARK

The PORT shall coordinate all of its due diligence activity, occurring within the park, with the COUNTY prior to conducting the activity to ensure that the PORT, its agents, employees and subcontractors does not interfere with the COUNTY's or the public's use of the park for the duration of this Agreement, except as prior approved by the COUNTY, which approval shall not be unreasonably withheld. Points of contact for this coordination shall be:

COUNTY: Ron Junker
Director of Facilities Services Department
207 4th Ave.
Room 308
Kelso, WA 98626
Fax: 360-423-9987

PORT: Norm Krehbiel
Chief Operating Officer
nkrehbiel@portoflongview.com, or

Lisa Hendriksen
Director of Planning and Environmental Services
lhendriksen@portoflongview.com

P.O. Box 1258
10 Port Way
Longview, WA 98632
(360) 425-3305

SECTION NO. 10: COUNTY COOPERATION

The COUNTY agrees reasonably to cooperate and support the PORT's due diligence investigations, including to assist the PORT with negotiations and discussions with third parties (including, but not limited to, DNR).

SECTION NO. 11: 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. 12: 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. 13: 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. 14: 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 15: 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:

COWLITZ COUNTY, WASHINGTON

PORT OF LONGVIEW

Michael A. Kpsch

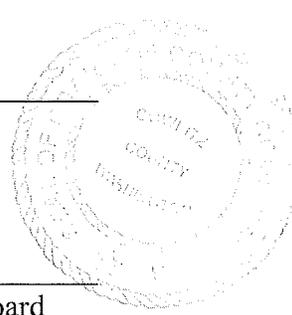
Commissioner

Geir-Eilif Kalhagen

Geir-Eilif Kalhagen
Chief Executive Officer

[Signature]
Commissioner

Absent-excused
Commissioner



Attest:

Tiffany Ostrem
Tiffany Ostrem, Clerk of the Board
3-11-14

Approved as to form:

Douglas E. Jensen, Dana Giegler
Douglas E. Jensen, Dana Giegler 3-3-14
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PARK

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Exhibit "A"

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 #593691) that bears South 00° 27' 00" West, 223.65 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 05+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 #670788); 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 #860314010; 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 its 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 111+56.94"; 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.

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EXCEPT THEREFROM the following described PARCELS "A" through "L" inclusive:

PARCEL A:

That portion of the following described tract in Section 17, Township 8 North, Range 3 West of the Willamette Meridian, lying Southerly of the Southerly right of way line of Dike No. 15, said tract described as follows:

That certain tract of land beginning at the Southwest corner on the bank of the Columbia River of Lot 6 and running North 52 rods;

thence East 31 rods;

thence South to the bank of the Columbia River, as it existed April 22, 1968, and

thence West along the bank of the Columbia River to the place of beginning.

EXCEPTING therefrom the East one half of that part of said property lying Southerly of the right of way of Diking Improvement District No. 15, said East one half being further described as that part of the hereinbefore described tract lying South of said dike and East on the line that is parallel to the West line of said Section 17 and 255.7 feet distant East as measured at right angles therefrom.

PARCEL B:

The East 255.7 feet of the West 511.5 feet of Government Lot 6, lying Northerly of Columbia River it existed April 19, 1968, in Section 17, Township 8 North, Range 3 West of the Willamette Meridian in Cowlitz County, Washington, lying South of dike right of way.

PARCEL C:

Beginning at a point on the South line of the right of way for the dike of Diking Improvement District No. 15 of Cowlitz County, Washington, which is 511.5 feet due East of the West line of Section 17, Township 8 North, Range 3 West of the Willamette Meridian;

thence Easterly along said South right of way line to a point which is 686.5 feet East of the West line of Section 17;

thence South parallel to West section line to right bank of Columbia River, as it existed on April 22, 1968;

thence along said right bank downstream which is 511.5 feet due East of said West section line;

thence North to the place of beginning.

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PARCEL D:

Commencing at a point on the South side of the right of way of dike of Diking Improvement District No. 15 of Cowlitz County, Washington; South 39° 56' East 791.3 feet from the quarter section corner of the West line of Section 17, Township 8 North, Range 3 West of the Willamette Meridian;
running thence South 71° 57' East 471.6 feet along the South line of said right of way;
thence South 14° 34' West 100 feet to the right bank of the Columbia River as it existed April 15, 1968;
thence North 84° 21' West along said right bank 424.9 feet;
thence North 0° 27' East 200 feet to the point of beginning.
EXCEPTING therefrom the following described property:
Beginning at a point on the South line of the right of way for the dike of Diking Improvement District No. 15 of Cowlitz County, Washington, 511.5 feet due East of the West line of Section 17, Township 8 North, Range 3 West of the Willamette Meridian;
thence Easterly along said South line of said right of way to a point which is 686.5 feet East of said West line of Section 17;
thence South parallel to West section line to right bank of Columbia River;
thence along said right bank down stream to a point which is 511.5 feet due East of said West section line;
thence North to the point of beginning.

PARCEL E:

Commencing at a point on the South line of the right of way of the dike for Diking Improvement District No. 15, Cowlitz County, Washington; 751.9 feet South and 939.2 feet East of the quarter corner on the West line of Section 17, Township 8 North, Range 3 West of the Willamette Meridian;
running thence along said South line of said right of way, South 71° 57' East 499.6 feet;
thence South 14° 34' West 108.2 feet to the right bank of the Columbia River, as it existed April 23, 1968;
thence along said right bank North 70° 59' West 499.8 feet;
thence North 14° 34' East 100.0 feet to the point of beginning.

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PARCEL F:

Commencing at a point on the South line of the right of way of the dike for Diking Improvement District No. 15 of Cowlitz County, Washington 907.4 feet South and 1429.5 feet East of the quarter corner on the West line of Section 17, Township 8 North, Range 3 West of the Willamette Meridian;
 running thence along the South line of said right of way;
 South 71° 57' East 499.6 feet;
 thence South 14° 54' West 160 feet to the right bank of the Columbia River, as it existed April 23, 1968;
 thence along said right bank North 69° 03' West 500 feet more or less to a point South 14° 34' West 108.2 feet from the point of beginning;
 thence North 14° 34' East 108.2 feet, more or less to the point of beginning.

PARCEL G:

Commencing at a point on the South line of the right of way of the dike of Consolidated Diking Improvement District No. 15 Cowlitz County, Washington 1062.2 feet South and 1904.5 feet East of the quarter section corner on the West line of Section 17, Township 8 North, Range 3 West of the Willamette Meridian;
 running thence along the said South line South 71° 57' East 450 feet;
 thence South 14° 34' West 132 feet to the right bank of the Columbia River, as it existed April 17, 1968;
 thence along the right bank of the Columbia River, North 75° 30' West 451.0 feet;
 thence North 14° 54' East 160 feet to the place of beginning.

PARCEL H:

Commencing at a point on the South line of the right of way of the dike for Diking Improvement District No. 15, Cowlitz County, State of Washington, 1202.2 feet South and 2332.6 feet East of the quarter section corner on the West line of Section 17, Township 8 North, Range 3 West of the Willamette Meridian;
 running thence along the said South line South 71° 57' East 202.9 feet;
 thence South 28° 49 1/2' East 131.9 feet to the East line of Lot 7 in said Section 17;
 thence South 1° 12 1/2' West 40 feet to the right bank of the Columbia River, as it existed April 17, 1968;
 thence along said right bank North 77° 52' West 304.8 feet;
 thence North 14° 34' East 132 feet to the place of beginning.

PARCEL I:

Commencing at a point on the North line of Lot 4, Section 18, Township 8 North, Range 3 West of the Willamette Meridian, 410.5 feet West of the Northeast corner of said Lot 4;
 running thence West 534.4 feet;
 thence South parallel to the East line of said Lot 4, a distance of 1300 feet, more or less to the North bank of the Columbia River as it existed April 22, 1968;
 thence Easterly along said North bank to a point on the said North bank 410.5 feet West of the East line of said Lot 4;
 thence North 1650 feet more or less to the point of beginning.
 EXCEPT that portion lying Northerly of the Southeasterly right of way line of Diking Improvement District No. 15.

Except that portion conveyed to Willow Grove Community Club under auditor's file no. 860314010, thereof.

PARCEL J:

That portion of the following described property lying Southerly of the Southerly right of way line of Dike No. 15:
 Commencing at a point at the Northeast corner of Lot 4 in Section 18, Township 8 North, Range 3 West of the Willamette Meridian;
 running thence West 410.5 feet;
 thence South parallel to the East line of said Lot 4, a distance of 1650 feet, more or less to the North bank of the Columbia River as it existed April 22, 1968;
 thence Easterly following the said North bank to the East line of said Lot 4;
 thence North 1880 feet, more or less to the place of beginning.
 EXCEPT beginning at a point at the Northeast corner of Lot 4, Section 18, Township 8 North, Range 3 West of the Willamette Meridian, and running thence South 1630.00 feet to the true point of beginning of this description;
 thence North 58° 27' West 150.00 feet;
 thence South 80.00 feet;
 thence South 58° 27' East 150.0 feet;
 thence North 80.00 feet to the true point of beginning of this description.
 ALSO EXCEPT a tract of land lying within Government Lot 4, Section 18, Township 8 North, Range 3 West of the Willamette Meridian, more particularly described as follows:
 Commencing at the Northeast corner of said Lot 4;
 thence South along the East line of said Lot 4, a distance of 1570.90 feet to the intersection with the Southeasterly production of the center line of the Willow Grove Dike easement as recorded in volume 710, page 655 and 656, Book of Deeds, on file in the Cowitz County Auditor's office;
 thence North 55° 14' West along said dike easement center line 179.95 feet to the true point of beginning;

Continued.....

thence continuing North 55° 14' West along said dike easement center line 73.04 feet;
thence South parallel to and 207.83 feet West of the East line of said Lot 4, to the North bank of the Columbia River, as it existed as it existing April 22, 1968;
thence Southeasterly along the North bank of the Columbia River to a point 147.83 feet West of the East line of said Lot 4;
thence North parallel to and 147.83 feet West of said East line of Lot 4, to the true point of beginning.

PARCEL K:

Beginning at a point at the Northeast corner of Lot 4, Section 18, Township 8 North, Range 3 West of the Willamette Meridian and running thence South 1630.00 feet to the true point of beginning of this description;
thence North 58° 27' West 150.00 feet;
thence South 80.00 feet;
thence South 58° 27' East 150.00 feet;
thence North 80 feet to the true point of beginning.

PARCEL L:

A tract of land lying within Government Lot 4, in Section 18, Township 8 North, Range 3 West of the Willamette Meridian, more particularly described as follows:
Commencing at the Northeast corner of said Lot 4;
thence South along the East line of said Lot 4, a distance of 1570.90 feet to the intersection with the Southeasterly production of the center line of the Willow Grove Dike easement as recorded in volume 710 page 655, and 656, Book of Deeds, on file in the Cowlitz County Auditor's office;
thence North 55° 14' West along said dike easement center line 179.95 feet to the true point of beginning;
thence continuing North 55° 14' West along said dike easement center line 73.04 feet;
thence South parallel to and 207.83 feet West of the East line of said Lot 4, to the North bank of the Columbia River as it existed April 15, 1968;
thence Southeasterly along the North bank of the Columbia River to a point 147.83 feet West of the East line of said Lot 4;
thence North parallel to and 147.83 feet West of said East line of Lot 4, to the true point of beginning.
EXCEPTING therefrom the right of way of Diking Improvement District No. 15.

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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."

Continued.....

9. Such rights and easements for navigation and fishery which may exist 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.

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FILED *Prov. Atty*
REQUEST OF *David Ross*

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DARIENE J. MONTGOMERIE
COWLITZ CO. AUDITORBY *D.M. Huber, Dep*

EXHIBIT B
INTERAGENCY AGREEMENT NO. 20-012740
BETWEEN COWLITZ COUNTY AND
STATE OF WASHINGTON,
DEPARTMENT OF NATURAL RESOURCES

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, Washington 98504

INTERAGENCY AGREEMENT NO. 20-012740

WHEREAS improvement of public access to aquatic lands is an established legislative policy; and

WHEREAS mutual public service objectives can be satisfied through the following actions; therefore

BY THIS AGREEMENT, by and between the STATE OF WASHINGTON, acting by and through the Commissioner of Public Lands, hereinafter called the State, and the COWLITZ COUNTY, hereinafter called the Agency, the State authorizes use without fee by the Agency of a tract of state-owned aquatic land to be used for a public shoreline access and recreation. Provided, that the state's primary management use of this public aquatic land is as a designated dredged material disposal site. The state will notify the agency of any future authorized dredge material disposals. The tract of state-owned land is located in Cowlitz County, Washington, described as:

A portion of the tidelands of the second class and bed of the Columbia River, owned by the state of Washington, fronting portions of Sections 17 and 18, Township 8 North, Range 3 West, W.M., further described as:

Lying southerly of the Willow Grove Road/Dike; northerly of a line parallel to the line of mean high tide and extending 200.00' into the Columbia River as existing; westerly of the East line of the SW1/4 of said Section 17; and easterly of a line parallel to the West 1,269.00' of the East section line of said Section 18, as shown on the attached Exhibit A.

Note: The tidelands and bed of the Columbia River at this location have had dredged materials from the Columbia River Navigation Channel Project deposited in the past. The original, pre-spoil disposal, line of mean high tide is indeterminable at this time. This legal description includes an area of state-owned public aquatic land and for the purpose of this interagency agreement is acceptable to the state of Washington and Cowlitz County Parks and Recreation Department. By entering into this agreement, neither party shall be deemed to have waived or relinquished any right or claim to any property described herein or any other property.

SECTION 1 OCCUPANCY

- 1.1 Term: 30 years from July 1, 1988.
- 1.2 The Agency must continuously own or lease the abutting uplands.
- 1.3 This agreement or any portion thereof, may not be assigned nor may the lands held thereunder be sublet.
- 1.4 The Agency may cancel this agreement at any time upon 30 days' notice, provided that the Agency satisfies the State's requirements regarding the removal of improvements (3.3).

SECTION 2 OPERATION

- 2.1 The premises have been inspected by the Agency and are accepted in their present condition. Agency agrees to defend and hold the State harmless from any and all claims suffered or alleged to be suffered on the premises, or arising out of operations on the premises.
- 2.2 The State reserves the right to grant easements and other land uses on the premises to itself and others, when the easement or other land uses applied for will not unduly interfere with the use to which the Agency is putting the premises, or interfere unduly

with the approved plan of development for the premises.

2.3 Use of the aquatic land shall be consistent with Department of Natural Resources Public Use Policy:

- a. Be available daily to the public on a first-come first-served basis and may not be leased to private parties on any more than a day-use basis; and
- b. Cannot be managed to produce a profit for a concessionaire or the administering agency; even though such use may provide a public service; and
- c. If the general public is charged a use fee in connection with use of the property, the fee cannot exceed the direct operating cost of the facility including reasonable depreciation; and
- d. Auditable records must be kept so that the facility manager can adjust the fees accordingly and so the State can effectively inspect the operation for compliance with the agreement.

2.4 In connection with use of the premises the Agency shall:

- a. Conform to applicable laws and regulations of any public authority affecting the premises and the use thereof, and correct at the Agency's own expense, any failure of compliance created through the Agency's fault, or by reason of the Agency's use.
- b. Remove no valuable material without prior written consent of the State.
- c. Not fill or cause to be filled, any of the lands covered by this agreement without prior approval of the State.

2.5 The Agency shall not allow debris or refuse to accumulate on any of the lands covered by said agreement, caused either by itself or any person authorized on the lands by the Agency. Failure to comply with this provision shall be cause to permit the State to remove the debris and refuse and collect the cost of such removal from the Agency and/or cancel this agreement.

SECTION 3 IMPROVEMENTS

3.1 The Agency shall install no improvements without the approval of the State.

3.2 The Agency, at its sole cost and expense, shall at all times keep, or cause all improvements (regardless of ownership) to be kept, in as good condition and repair as originally constructed or as hereafter put, except for reasonable wear and tear.

3.3 Within six months of the date of termination of this agreement in whole or part, or within such longer period designated by the State, the Agency shall cause to be removed at its own expense, all improvements placed on the land as provided for under this agreement.

In those cases where such action is not taken by the Agency, the State may remove the improvements charging said Agency for the full cost of the removal.

The Agency expressly agrees to all covenants and conditions hereinbefore specified.

Executed this 15 day of May, 19 89.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

James A. Stearns
JAMES A. STEARNS, Supervisor

Signed this 15th day of May, 19 89.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Van A. Youngquist
Van A. Youngquist, Chairman

Joan L. LeMieux
Joan L. LeMieux, Commissioner

R. L. Maruhn
R. L. Maruhn, Commissioner
207 Fourth Avenue North
Kelso, WA 98626

Approved as to form this 4th day of May, 19 89
D. R. Kerr
Civil Deputy Prosecuting Attorney
of Cowlitz County

ATTEST:

Hettie Herron
Hettie Herron,
Clerk of the Board

CERTIFICATE OF ACKNOWLEDGEMENT
JAMES A. STEARNS

STATE OF WASHINGTON)
County of Hurston) ss.

I certify that I know or have satisfactory evidence that James A. Stearns
JAMES A. STEARNS
signed this instrument, and oath stated that he was authorized to execute the instrument and acknowledged it as the Supervisor of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated June 9, 1989

Edith L. Murray
Notary Public in and for the
State of Washington

My appointment expires June 1, 1993

(Seal or Stamp)

20-012740
0E2 12740

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF WASHINGTON)
County of Cowlitz) ss.

I certify that I know or have satisfactory evidence that Van a. Youngquist
Joan L. de Meux
A.R. Marubon
name of person
signed this instrument, and oath stated that ~~(he/she/they)~~ ~~(was/were)~~ authorized to execute the instrument and acknowledged it as the Board of Cowlitz
(type of authority, e.g., officer, trustee,
County Commissioners of Cowlitz County, Washington
partner, marital community, etc.) (name of party (ies) on behalf of whom instrument was
executed) to be the free and voluntary act of such party (ies) for the
instrument was executed)

uses and purposes mentioned in the instrument.

Dated: May 15, 1989

Phillip J. Goodwin
Notary Public in and for the
State of Washington

My appointment expires
July 15, 1991

(Seal or stamp)

