

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE COWLITZ INDIAN TRIBE ~~TRIBAL GAMING TRIBAL PARTIES~~  
AND THE CITY OF LA CENTER

This Intergovernmental Agreement (Agreement) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_ pursuant to Revised Code of Washington Chapter 39.34, the Interlocal Cooperation Act, ~~with specific reference to RCW 39.40.020~~ by and between the COWLITZ INDIAN TRIBE, a federally recognized Indian Tribe (Tribe), ~~AND COWLITZ TRIBAL GAMING AUTHORITY an unincorporated governmental instrumentality of the COWLITZ INDIAN TRIBE ( Hereinafter "Tribal Parties ")~~, whose principal place of business is located at 1055 9<sup>th</sup> Avenue Suite B Longview, Washington 98632 \_\_\_\_\_, and the CITY OF LA CENTER (City), a Washington municipality, with its principal place of business located at 214 East 4<sup>th</sup> Street, La Center, WA 98629. The Tribe ~~Tribal Parties~~ and City shall be collectively referred to in this Agreement as the "Parties."

RECITALS

The Parties have entered into this Agreement in light of the following facts:

A. The Cowlitz Indian Tribe is a federally recognized Indian Tribe organized under a written Constitution.

B. The Cowlitz Indian Tribe is the beneficial owner of the Cowlitz Indian Reservation (Reservation), which comprises approximately 156 acres of land located in Clark County, Washington. Title to the ~~Tribe's~~ Reservation ~~trust lands~~ is owned by the United States of America in trust for the Tribe.

C. The Cowlitz Tribal Gaming Authority was ~~established~~ by the Tribe to own, finance, develop and operate a gaming facility and resort (Facility) on a portion of the Reservation.

D. The ~~Tribe~~ ~~Tribal Parties~~ along with the City, the Federal Highway Administration (FHWA), and the Washington State Department of Transportation (WSDOT) are collectively planning for construction of ~~pursuing~~ certain improvements to the Interstate 5 (I-5) Interchange at NW 319<sup>th</sup> Street/La Center Road, including but not limited to modifications to ~~frontage roads~~ (~~Paradise Park Road, \_ and 31<sup>st</sup> Avenue~~), and as well as a partial relocation of 319<sup>th</sup> Street (Improvements).

E. The Improvements are needed to provide safe and efficient access to and from I-5 given the anticipated increase in traffic and corresponding need for safety improvements due to the planned Facility, as well as local and regional growth.

F. FHWA and WSDOT are preparing an ~~An~~ Interchange Justification Report (IJR) ~~is pending~~ for the Improvements. ~~these improvements by WDOT and FHWA.~~ The City and

WSDOT are lead agencies for purposes of compliance with the State Environmental Policy Act (SEPA), and FHWA is responsible for compliance with the National Environmental Policy Act (NEPA) in connection with issuance of the IJR. The City has issued a Determination of Significance and Adoption of Existing Environmental Documents for those portions of the Improvements located within the City's municipal boundary. ~~SEPA and NEPA compliance have been completed in support of this report.~~

G. Certain of the Improvements are located within the municipal boundary of the City and have an impact on traffic generated from City residents and visitors.

H. The Parties agree that it is in the best interests of the Parties to enter into this Agreement to create a contractual relationship requiring the ~~Tribe Tribal Parties~~ to complete certain improvements, as authorized under the Interlocal Cooperation Act, RCW chapter 39.34. ~~for the benefit of the Parties to the extent the Tribal Parties undertakes the Improvements.~~

H.I. This Agreement is not a permit or land use approval authorizing construction of the Improvements or any portion thereof. All the Improvements shall be subject to permitting and approval by the relevant governmental agencies with jurisdiction.

H.J. The Parties agree that it is in the best interests of the Parties that the ~~Tribe Tribal Parties~~ agree to a limited waiver of its sovereign immunity ~~only~~ to the extent necessary to enforce this Agreement.

H.K. The Parties acknowledge and agree that they will work together to further define their relationship and ~~the to~~ address ongoing and future issues in a Memorandum of Understanding ~~to be that will be entered into and amended from time to time as~~ agreed to by the Parties.

## AGREEMENT

In consideration of the above-recited facts, and the mutual promises contained herein, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein.

2. Property Owned or Subsequently Acquired by the Tribe East of I-5. For any land that the Tribe currently owns or may acquire in the future east of Interstate 5 and within the City's Urban Growth Area, the Tribe agrees to participate in any Local Improvement District initiated by the City for the provision of urban services or construction of urban facilities to serve and benefit those properties. The Tribe shall not request nor allow any land east of Interstate 5 and within the City's Urban Growth Area to be taken into trust or reservation status by the federal government. For any business enterprise owned or operated by the Tribe on land east of Interstate 5 within the City's corporate limits, the Tribe agrees to pay to the City fees equal to and in lieu of any tax that would otherwise be received by the City from a non-tribal

operator, notwithstanding the provisions of any Washington law excusing the Tribe from payment of such tax.

3. Electric Transmission Lines. ~~The Cowlitz Indian Tribe shall pay to the City \$200,000 per year for 10 years in annual installments commencing on the first anniversary of the opening of the casino. The City may use these funds for any lawful purpose, including but not limited to reimbursement for the cost of placing~~ If the City chooses to pay the cost of placing ~~underground portions of a new power transmission line~~ of at the interchange, or for any other lawful purpose if the City chooses not to pay to underground the power transmission line ~~a length not to exceed 800 feet within the core of the City, the Cowlitz Indian Tribe will reimburse the City for the cost thereof over a 10 year period in equal annual installments commencing on the first anniversary of the opening of the casino.~~

4. Cost of Sewer Litigation. ~~The Cowlitz Indian Tribe will~~ shall reimburse the City for ½ of the verifiable cost of the City's legal and consulting fees in defending ~~challenges to the City's authority right to plan for and~~ extend sewer service to the Cowlitz Reservation Indian Tribe's property. This reimbursement shall ~~commence on the first anniversary of opening the casino and shall~~ be paid in four equal annual installments commencing on ~~that date~~ January 1, 2017. :-

5. Education and Arts Fund. In partial fulfillment of its obligations under Section 3(J) of Tribal Council Ordinance No. 07-02, the Tribe shall pay to the City \$200,000 per year for five years, commencing on the first anniversary of opening the casino.

6. Vacation of Remnant Parcels. Upon completion of construction of the Improvements, the ~~The~~ City shall ~~upon completion of construction of the interchange and surrounding road improvements~~ vacate in any interest the City may have in those remnant parcels located west of I-5 as described on Exhibits \_\_\_\_ and \_\_\_\_ respectively, for which and the Tribe ~~shall will~~ pay Fair Market Value in accordance with applicable road vacation statutes and city ordinances ~~to acquire any interest the City may have in those parcels upon completion of the statutory road vacation process.~~

7. Improvements to be Undertaken by the Tribe ~~Tribal Parties.~~ The Tribe ~~Tribal Parties~~ shall, at its sole expense, design, obtain all necessary permits for, and construct the Improvements ~~following improvements (collectively "Improvements")~~ consistent with recital H above, and in accordance with the provisions of the IJR and City ~~approved~~ plans and standards and as more specifically set forth below and provided for herein:

a. Paradise Park Road (North and South). The Improvements ~~set forth in the project~~ include a partial realignment of Paradise Park Road (Realignment). The Realignment is identified on Exhibit A to this Agreement. Legal descriptions of rights-of-way to be transferred for the Realignment are attached as Exhibits B1 through B5 to this Agreement. The Tribe ~~Tribal Parties have designed and~~ shall at its sole cost and expense acquire right-of-way, obtain any and all governmental permits and approvals needed for the Realignment right-of-way, construct the

~~this~~ Realignment, and then transfer to the City the portions of the Realignment right-of-way within City limits to the City. ~~The City will provide all necessary reviews, and will permit or approve those elements of the Realignment Improvements that are consistent with the applicable City design standards. The Tribe will design and construct the Realignment to meet applicable City roadway design standards.~~ The ~~Tribe Tribal Parties~~ shall design and construct all street segments and ~~the geometry of all~~ intersections to accommodate all intersection turning movements by all applicable design vehicles without use of. ~~All applicable design vehicles shall have the ability to navigate all intersection turning movements without swinging into~~ opposing travel lanes. No existing City rights-of-way shall be altered in any way unless and until the ~~Tribe has Tribal Parties have~~ obtained all required final governmental approvals for the construction ~~and dedication~~ of the Realignment ~~of Paradise Park Road~~, and no further appeal, if any, is possible for such governmental approvals. ~~those approvals are beyond appeal. The right-of-way transfer documents are collectively attached hereto as Exhibits B1 through B5 to this Agreement.~~ Attached to this Agreement as Exhibit C is a map identifying the location of ~~Exhibits B1-B5~~ within as crossing the Fudge, Landon, Burke, Carlson and 3B NW Properties. These Properties are identified as located at numbers 7, 8, 9, 10 and 13 ~~as identified~~ on Exhibit C (the "Preferred Alignment"). To the extent that the Parties determine it ~~becomes~~ necessary to use the alternative alignment along the northern boundary of the Minit Management Property identified on Exhibit C as number 11 and described in ~~the next~~ subsection 7(b) (the Alternative Alignment<sup>2</sup>), the right-of-way transfer for the 3B NW Property will not occur, and the Tribe will prepare a new legal description for a right-of-way transfer for the Alternative Alignment, document will be prepared for this location to be ~~and~~ attached to this Agreement as Exhibit B6.

b. Alternative Alignment for Paradise Park Road. If after 30 days Clark County either denies or fails to respond to the ~~Tribe's Tribal Parties'~~ Request to Construct the Preferred Alignment (number 13, -3B NW) as described above in subsection 7(a), the ~~Tribe Tribal Parties~~ may proceed with design, ~~permitting~~ and seek City approvals for construction of the Alternative Alignment on the Minit Management Property depicted as Optional Roadway 11 on Exhibit C Minit Management Alignment. In connection with such approvals, the City may require the owner(s) of the Minit Management Property to execute a Development Agreement in accordance with LCMC chapter 18.60. The Tribe shall be solely responsible for the cost of design, permitting and construction of the Alternative Alignment. All work shall be completed in compliance with applicable City standards and requirements. If the Parties deem it necessary, additional provisions relating to the Alternative Alignment may be addressed in an amendment to this Agreement or a separate agreement between the Parties.

~~The City, pursuant to a Development Agreement entered into with Minit Management LLC ("Minit Management") pursuant to RCW 35.79 and LCMC chapter 18.60, a copy of which is attached hereto as Exhibit \_\_\_\_\_, will consider a street vacation request by Minit Management and may transfer to Minit Management portions of Paradise Park and La Center Roads no longer needed for public use. The location of the proposed vacation area(s) is identified on the map that is attached hereto as number 12 on Exhibit C. As a precondition to the road vacation described in this section, and upon the request of the Tribal Parties, Minit Management will transfer to the City that property identified on Exhibit C as number 11 and Minit Management shall agree to the City's imposition and enforcement of access control along NW La Center Road. The City agrees~~

~~to not approve any vacation to Minit Management until the transfer from Minit Management to the City is complete. This transfer shall be in exchange for the vacation described in this section and shall occur as an equal exchange and without further consideration to Minit Management.~~

~~Upon the completion of this exchange, the Tribal Parties shall work with Minit Management in the design, permitting and construction of an east-west connecting road from the northwest corner to the northeast corner of the Minit Management Property as indicated on Exhibit C with the proviso that stormwater management and utilities will be relocated to accommodate this road to a location that is identified on the map attached to this Agreement as Exhibit I. The Tribal Parties, in collaboration with the Minit Management Property owners, shall design, obtain permits and construct one access driveway (30 to 40 feet in width) along this new east-west roadway at the approximate location shown on Exhibit I. The driveway cannot be located within 150 feet from the nearest crossroad as measured from the centerline. The Tribal Parties shall be solely responsible for the cost of design, permitting and construction of this connecting road. All work shall be completed in compliance with all applicable City requirements.~~

c. Intersection. The Realignment of Paradise Park Road will create a new intersection at the point where the Realignment intersects with NW La Center Road. This new intersection will be located approximately 450 feet (centerline-to-centerline) east of a northbound roundabout terminal to meet WSDOT guidelines for intersection spacing ~~of 350 or more feet.~~ The new intersection will initially operate as a two-way stop-control intersection. The Tribe Tribal Parties have shall at its sole expense design, acquire right-of-way for, obtain necessary permits and approvals for, and construct this intersection to applicable City standards. Upon completion of construction, the Tribe shall dedicate to the City all right-of-way for this intersection, and ~~designed and shall acquire and dedicate right-of-way to the City and construct at its sole expense this intersection. The City will provide all necessary reviews, and will permit or approve those elements of the Improvements that are consistent with the applicable City standards. Upon completion of this intersection, the City shall limit~~ the existing access to the Minit Management Property from to La Center Rroad ~~will be limited~~ to right in/\_right out.

d. Signalization. ~~With this agreement, t~~The Tribe Tribal Parties shall provide right-of-way as necessary to complete ~~the~~ all work necessary for installation of the future signal at the intersection of NW La Center and Paradise Park Roads. The Tribe shall install the signal no later than July 1, 2019, or prior to that date if ~~The signal will become necessary when~~ the intersection either operates at Level of Service (LOS) standard D ~~or below and/or~~ or meets signal warrants as determined using the Manual on Uniform Traffic Control Devices (MUTCD). The City shall determine the LOS of the intersection ~~D standard shall be determined by the City~~ using the most recently adopted Highway Capacity Manual (Transportation Research Board). ~~Installation shall include design, bidding and construction. In either case, the~~The City shall have the sole authority to determine make the sole decision in determining the timing of signal installation based upon LOS or signal warrants. The Tribe Tribal Parties shall pay the full cost, up to an amount not to exceed \$500,000, to design, permit, construct and install the signal at this intersection ~~up to an amount not to exceed \$500,000 for installation and construction of the signal. Notwithstanding anything in this section to the contrary, the Tribal Parties shall complete construction and installation of the signal in the~~

~~summer of 2018 or 2019 as directed by the City and within the City's sole discretion.~~ The City and the ~~Tribe Tribal Parties will~~ shall collaborate on applying for state or federal funding that may be available to assist with the installation and construction of the signal. Upon completion and activation of this signal, the City shall close the ~~Minit Management~~ access ~~from the Minit Management Property to~~ onto NW La Center Road ~~pursuant to its access control Tribal Parties.~~

e. Additional Easements or Rights-of-Ways. ~~Certain additional easements are necessary as part of constructing the Improvements, and the Tribal Parties~~ The Tribe shall be responsible for obtaining, conveying or otherwise paying all costs associated with ~~these~~ additional easements necessary to construct the Improvements. The Parties agree to execute and record those additional easements or rights ~~of ways~~ attached to this Agreement as Exhibits D and E, respectively:

i. Exhibit D describes ~~is an~~ access easement to the City ~~or right-of-way providing for a minimum 30-foot wide access from across~~ land held in trust by the United States for the benefit of the Tribe ~~the City to the proposed alignment of NW 31<sup>st</sup> Avenue right-of-way.~~ This easement access area is depicted as ~~located at~~ number 3 on Exhibit C.

ii. Exhibit E describes ~~is an~~ access easement to the City across the Burk/Deford Property to ~~that~~ provides access to a stormwater pond. The legal descriptions of the easement and stormwater pond are ~~is identified in that stormwater easement~~ attached to this Agreement as Exhibits E-1 and E-2. The stormwater pond and access easements ~~are~~ depicted located on Exhibit C, ~~as~~ at numbers 5 and 6 respectively.

Upon approval of the Improvements referred to herein, ~~The~~ City shall ~~will~~ cooperate with WSDOT to review, ~~approve~~ and execute documents ~~certain right-of-way transfer agreements and stormwater pond dedications~~ required to facilitate the construction of the Improvements, ~~those improvements as provide for herein.~~

f. Landscaping. As part of the improvements, the ~~Tribe Tribal Parties~~ shall install, irrigate and ~~generally~~ maintain in perpetuity all landscaping installed as part of the Improvements in an area from and including the easternmost La Center Road and Paradise Park Road Intersection through the I-5 La Center Road Southbound Ramp Terminal roundabout ~~that is constructed as part of the Improvements~~ to and including the entrance to the Reservation ~~Tribal Parties' Facility.~~ This area is described on Exhibit F attached to this Agreement (Landscape Area). The landscape plan itself is attached as Exhibit G to this Agreement.

g. Lighting. As part of the Improvements, the Tribal Parties shall install and maintain in perpetuity lighting in the Landscape Areas, subject to City review and determination of consistency with ~~the~~ applicable requirements. The La Center Entry signs and Lighting Plan for this area is attached as Exhibit H to this Agreement.

h. Pavement. The ~~Tribe Tribal Parties~~ shall install and maintain in perpetuity pavement and striping from a point just east of the new intersection of realigned Paradise Park



~~Road the eastern most boundary of the City limits on the La Center Road~~ westerly to the entrance of the Reservation Tribal Parties property. The Tribe Tribal Parties shall reimburse the City for its maintenance of pavement and striping on the La Center Road from the eastern most boundary of the City easterly to the ~~Paradise Park Roads Intersection and~~ shall maintain the I-5/La Center Road South-bound Ramp terminal roundabout that is constructed as part of the Improvements to and including the entrance to the Tribe's Tribal Parties' Facility. All such work is subject to City review and determination of consistency with ~~the~~ applicable requirements. ~~Prior to~~ The City shall consult with the tribe as to hiring a contractor to complete road maintenance, the Tribe shall consult with the City regarding selection of a contractor as required of the City in this section.

~~h.i.~~ Reimbursement for Cost of City Review and Inspections. The Tribe shall reimburse the City for the cost of planning and engineering plan review and construction inspections required for the Improvements.

~~i.j.~~ Performance and Maintenance. The Tribe Tribal Parties shall perform construction to all applicable City design standards and ~~reimburse the City for the cost of planning and engineering plan review and construction inspections.~~ The Tribal Parties shall provide a financial guarantee in a form acceptable to the City's Public Works Director for mMaintenance of all construction for a period of two years from final acceptance of all public improvements provided for herein, e.g., a maintenance bond. The ~~City's Public Works Director~~ shall ~~will~~ provide written notification from the City's Public Works Director to the Tribe Tribal Parties of final acceptance by the City.

k. Sewer and Water Lines. The Tribe Tribal Parties shall install sewer and water lines in all newly relocated NW La Center and NW Paradise Park Roadways, consistent with City standards, and provide a dry sewer and water stub to all for the benefit of the Minit Management Property and Landon Properties in connection with constructing the Improvements. ~~The water stub will be connected to the property and existing building and be available to the Minit Management Property. Water will be provided by Clark Public Utility District #1.~~ The location and dimensions of these water lines and sewer stubs are identified on Exhibit J to this Agreement. The Tribe Tribal Parties shall also design and install a dry sewer line in the La Center Road from a point just east of the new intersection of realigned NW Paradise Park Road and NW La Center Road, west across Interstate 5 ~~and stub it to the boundary of the Cowlitz Tribal Reservation~~ for purposes of future sewer service to land within the La Center urban service area, consistent with the Washington Growth Management Act. This sanitary sewer line shall be of sufficient size, capacity and location to provide sanitary sewer service by the City, consistent with the Growth Management Act, to ~~the Tribal Parties for the planned full build-out Tribal~~ development on the west side of Interstate 5 that may occur during a 20-year planning period, including the Cowlitz Tribal Reservation in the event that the Parties agree to such sewer service in the future. The location and dimensions of this dry sewer line and sewer stub are identified on Exhibit J to this Agreement.

~~j.~~ \_\_\_\_\_

~~k.~~ l. Underground All Electric Utility Lines. In conjunction with the relocation and newly constructed portions of NW La Center and NW Paradise Park Roads, as described in Section 7~~2~~, the Tribe Tribal Parties shall place underground at its sole expense all new and relocate all existing utilities, including electrical distribution but not transmission ~~electric~~ lines, which shall be placed, under or adjacent to the newly constructed roadways. The undergrounding of the electrical transmission lines is addressed in Section 3 above.

~~l.~~ ~~Irrevocable commitment to annex Parcel No. 210108-000. Parcel No. 210108-000 (#4, Sec 5, T4N, R1E, WM) is an approximately 0.84-acre parcel of land situated on the west side of Interstate 5 (3306 NW 319<sup>th</sup> St, Ridgefield) and is not held in trust by the United States. The Tribal Parties hereby commit to and shall consent to the annexation of Parcel No. 210108-000 and adjacent rights of way to the City upon demand by the City.~~

8. Enforcement of Agreement. To enforce the provisions of this Agreement, either Party may bring an action in the Superior Court for Clark County, Washington after providing a 30-day written notice and opportunity to cure any alleged breach of this Agreement. The Parties expressly waive any exhaustion of administrative remedies for purposes of bringing an action under this Agreement. Such enforcement action is subject to the limited waiver of sovereign immunity in Section 4-10 of this Agreement.

~~8.~~

9. No Third Party Beneficiaesry. There shall be no third-party beneficiaries to this Agreement. The rights and obligations set forth in this agreement extend only to the Parties, and no other person, agency, or entity shall derive any rights or bear any obligations as a result of this Agreement, including the right to enforce any provision hereof. Parties agree that Minit Management LLC shall be a third party beneficiary to this Agreement and shall have a right to enforce those provisions that affect the rights and responsibilities of Minit Management LLC. In the event that Minit Management brings suit, files a claim or initiates any action to enforce any aspect of this Agreement, the Tribal Parties shall indemnify, defend and hold the City harmless from any such suit, claim, action and any damages or adverse outcome that may result.

10. Limited Waiver of Sovereign Immunity/Choice of Law:

a. The ~~Cowlitz Indian~~ Tribe hereby waives its sovereign immunity for itself and any instrumentality of the Tribe ~~the Cowlitz Tribal Gaming Authority~~ and consents to suit against it by the City for the limited purpose of ~~specifically~~ enforcing the obligations of the Tribe Tribal Parties as set forth in this Agreement. This Limited Waiver of Sovereign Immunity is only for the benefit of the Parties to this Agreement, and limited to actions brought only by the City in the Superior Court of the State of Washington for Clark County, and shall not be construed as extending to any other individuals, governmental entities or third parties. By this Limited Waiver of Sovereign Immunity, the Tribe expressly consents to the subject matter and personal jurisdiction of the Superior Court of the State of Washington for Clark County for purposes of enforcing the terms of this Agreement.



b. ~~By this limited waiver of sovereign immunity the Tribal Parties expressly agrees that the City may seek satisfaction of judgment arising hereunder solely from the assets and undistributed and/or future net revenues of the Cowlitz Tribal Gaming Authority. Nothing in this Agreement shall be construed to permit the City to encumber or seek satisfaction of judgment from any assets of the Tribe other than the assets of the Tribal Parties listed above. Damages awarded against the Tribal Parties shall be satisfied solely from the assets of the Tribal Parties, as stated above, and shall not constitute a lien upon or be collectible from any other income or assets of the Tribe or any member, officer, office holder, employee, affiliate, agent or representative of the Tribal Parties or the Tribe, as such.~~

11. Liability Insurance. During the term of this Agreement, the ~~Tribe~~ Tribal Parties and the City shall each maintain and keep in effect a policy of liability insurance for injuries to persons and property in an amount of no less than One Million Dollars (\$1,000,000) per occurrence. Written proof of such insurance shall be provided by each Party to the other Party ~~the Tribal Parties to the City once each calendar year, and written proof of such insurance shall be provided by the City to the Tribal Parties~~ once each calendar year. Notwithstanding any other provisions in this Agreement to the contrary, nothing in this Agreement shall require either party to waive its immunity from suit or sovereignty except to enforce this Agreement pursuant to Section 10, and then, only in favor of the other party.

12. Notices. Any notices, requests, demands, or other communications required or permitted hereunder shall be sufficient if made in writing as set out in Section ~~12~~17, and (a) delivered personally; or (b) sent by certified mail, postage prepaid, return receipt requested and addressed to the appropriate party at its address set forth in Section ~~17~~12, or such other addresses as a party may specify to the other in a notice given pursuant to this Section; or (c) by facsimile transmission to the facsimile number in Section ~~17~~12, with an original to follow by First Class mail, or by e-mail to the address stated in Section ~~17~~12. Notice shall not be considered effective until received by the party to whom such notice was sent pursuant to this Agreement.

13. Construction. To the extent state law applies, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The descriptive headings of the sections of this Agreement are for convenience only and are not to be used in the construction of the contents of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one agreement.

14. Term. This Agreement shall become effective on the date set forth above ~~last executed below~~ and shall remain in full force and effect in perpetuity unless terminated by a written document executed by the duly authorized representatives of the Tribe and the City, with the prior approval of the Tribal Council and the City Council respectively ~~or amended by mutual written consent of both parties.~~

15. Amendment or Modification. This Agreement may be amended or modified only in a further written document executed by the duly authorized representatives of the Tribe and the City, with the prior approval of the Tribal Council and City Council respectively~~in writing by the further agreement and signing of the Parties hereto.~~

16. Defense of this Agreement/Appeal of Related Governmental Actions~~if challenged.~~ In the event that this Agreement ~~or any permit, approval or governmental action required by this Agreement,~~ is challenged or appealed ~~in any way,~~ in any forum by an entity or person not a party to this Agreement, the Tribe ~~Tribal Parties~~ shall defend it. The City shall be ~~is~~ under no obligation to defend this Agreement or any City permits or approvals relating to this Agreement~~required hereunder,~~ but in its sole discretion, the City may participate in any such challenge or appeal ~~Tribal Parties~~. In the event that a governmental entity other than the City denies or refuses any permit, approval or governmental action contemplated ~~required~~ by this Agreement, ~~is denied by a governmental entity other than the City,~~ the Tribe ~~Tribal Parties~~ shall appeal that denial and shall be responsible for seeking ~~obtain~~ final approval. The Tribe's ~~Tribal Parties'~~ failure to successfully defend ~~successfully~~ this Agreement shall relieve the Parties from any further obligations under this Agreement. The Tribe's failure to obtain final approval of or successfully defend any permit, ~~approval~~ or other necessary governmental action, ~~or successfully appeal any denials and obtain final approvals~~ shall relieve the Parties from any further obligations under this Agreement related to such permit or other necessary governmental action.

17. Notice. Unless notified in writing otherwise, the Parties shall use the following addresses, phone numbers, ~~and~~ facsimile numbers and e-mail addresses to provide notification under this Agreement:

Tribe:

Cowlitz Indian Tribe  
1055 9th Avenue Suite B  
Longview, Washington 98632  
Attn: Chairman

AND

Cowlitz Tribal Gaming Authority  
c/o Salishan-Mohegan, LLC, Developer  
ATTN: Peter Schultz, Designated Representative  
1 Mohegan Sun Blvd.  
Uncasville, CT 06382

With a copy to:

Stephen W. Horenstein  
Horenstein Law Group PLLC  
500 Broadway St., Suite 120  
Vancouver, WA 98660  
Telephone Number: (360) 696-4100  
Facsimile Number: (360) 696-5859  
E-mail: Steve@Horensteinlawgroup.com

City:

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

With a copy to:

Daniel Kearns  
621 SW Morrison Street  
Suite 1225  
Portland, OR 97205  
Telephone Number: (503) 225-1127  
Facsimile Number: (503) 225-0276  
E-mail: dan@reevekearns.com

18. Authorization. The Tribe warrants that William Iyall, Chairman of the Cowlitz Tribal Council, has been authorized by an appropriate resolution to execute this Agreement on behalf of the Tribe. ~~Tribal Parties.~~ The City warrants that Greg Thornton, Mayor of the City of La Center, has been authorized, by appropriate action of the La Center City Council to execute this Agreement on behalf of the City.

Executed and delivered as of the date first written above ~~in[Clark County], Washington.~~

COWLITZ ~~TRIBAL GAMING TRIBAL PARTIES, an instrumentality of the COWLITZ~~-INDIAN TRIBE

CITY OF LA CENTER

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Mayor

ATTESTED:

ATTESTED:

\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Tribal Counsel

\_\_\_\_\_  
City Attorney

EXHIBIT A

(Realignment)

*To be inserted...*

EXHIBITS B1-B5

(Right of Way Dedications)

*To be inserted...*



EXHIBIT C

EXHIBIT D

(Access Easement/Access from Land Held in Trust)

*To be inserted...*

EXHIBIT E

(Access Easement/Access to Stormwater Pond)

*To be inserted...*

EXHIBIT F

(Landscape Area)

*To be inserted...*

EXHIBIT G

(Landscape Plan)

*To be inserted...*

EXHIBIT H

(Lighting Plan)

*To be inserted...*



EXHIBIT I

(Map of Improvements to Minit Management Property)

*To be inserted...*