

**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF LA CENTER AND MINIT MANAGEMENT, LLC**

This Development Agreement (the “Agreement”) is entered into by and between the CITY OF LA CENTER, a Washington Municipal Corporation (the “City”) and MINIT MANAGEMENT, LLC (“Minit Management”) a Washington Limited Liability Corporation and the record owner of the following real property (the “Property”):

Assessor’ Parcel Number: 209738000  
Abbreviated Legal Description: Legal # 17 # 55 SEC 4 T4N R1EWM 4.22A M/L

**RECITALS**

WHEREAS, Minit Management, is the record owner of the Property, which is legally described in Exhibit A to this Agreement and is located within the City limits of La Center, attached hereto and incorporated herein by this reference; and

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, local governments and private property owners are authorized by RCW 36.70B.170 to enter into development agreements; and

WHEREAS, this Agreement relates to future development of the Property for commercial and related accessory purposes; and

WHEREAS, the City and Minit Management agree to mitigation measures due to the relocation of ingress and egress access currently enjoyed by the Minit Management commercial venture; and

WHEREAS, the following events have occurred or are anticipated to occur as a result of the design, construction and relocation(s) of the I-5 Interchange, NW Paradise Park Road and NW La Center Road that will necessitate the relocation for safe access and egress to the Minit Management commercial venture;

- a) The Cowlitz Indian Tribe in conjunction with the Washington State Department of Transportation, Federal Highway Administration are constructing a new Interchange at the La Center/I-5 Junction,
- b) Portions of the new construction require the relocation and reconstruction of roads within City jurisdiction and include NW Paradise Park Road and NW La Center Road,
- c) Minit Management currently has access to and from NW Paradise Park Road and NW La Center Road,

- d) The City approved an Intergovernmental Agreement with the Cowlitz Indian Tribe which provides certain access mitigation for Minit Management,

**NOW, THEREFORE,** based on the foregoing Recitals, the parties agree as follows:

**Section 1. Recitals.**The Recitals above set forth are incorporated into this Agreement by reference.

**Section 2. Development Agreement.** This Agreement is a Development Agreement that is adopted and shall be implemented and interpreted in accordance with RCW 36.70B. 170 through RCW 36.70B. 210 and LCMC 18.60. It shall be a binding contract between Minit Management and the City upon the City’s approval by ordinance or resolution following a public hearing in accordance with RCW 36.70B. 170.

**Section 3. Definitions.** Except as state law may provide otherwise, the following terms shall have the following meanings:

**Section 4. “LCMC”** means the La Center Municipal Code as it exists on the Effective Date of this agreement and as it may subsequently be amended from time to time by the La Center City Council.

**Section 5. Effective Date, Term, Termination, and Modification.** This Agreement shall be effective (the “Effective Date”) upon adoption of a resolution or Ordinance by the La Center City Council and thereafter upon execution and signature of the authorized representatives of both parties. This Agreement shall be and remain in force for a period of 10 years from the Effective Date, after which it shall expire automatically and become null and void (the “Termination Date”), except that any development approvals, (land use, land division, building permits and the like) issued by the City for development of the Property shall continue to impose on-going legal obligations on the holder of the those development approvals. This Agreement may be modified prior to termination only upon written mutual written agreement of both parties after a public hearing as required by RCW 36.70B 200 . Notwithstanding the foregoing, the Mayor is authorized to approve on behalf of the City minor modifications to this Agreement of the exhibits attached hereto without the necessity of a public hearing.

**Section 6. Construction of Access Facilities and Transfer of Public Roads and Closure of NW La Center Road Access and Sanitary Sewer Connections.**

- A. The City will enter into an agreement with the Cowlitz Indian Tribe who will construct at the expense of the Cowlitz Indian Tribe, new access/egress locations approved by the City and Minit Management in conjunction with the relocation of and modification to NW Paradise Park and NW La Center Roads, and which will include, at a minimum, a forty foot (40’) wide full turn access point on the north boundary of the Minit Management property from the realigned NW Paradise Park Road, and a forty foot (40’) wide full turn access point on the east boundary of the Minit Management property from the realigned NW Paradise Park Road. These modifications and realignments are identified on Exhibit B attached to this Agreement.

Minit Management will be permitted to retain its current access to NW Paradise Park Road in the northwest corner of the Minit Management property. At Minit Management's request, CTGA shall construct ~~may create~~ a thirtyfourty foot (340') wide road and "T" intersection with the newly realigned NW Paradise Park Road to reach such access point at ~~Minit Management~~CTGA's expense and in compliance with the current road standards under LCMC.

In the event NW Paradise Park Road is realigned in a manner that it does not border the north boundary of the Minit Management property, Minit Management will be granted two forty foot (40') wide full turn access points from realigned NW Paradise Park Road on the east boundary of the Minit Management property.

- B. To the extent Clark County does not permit the extension of NW Paradise Park Road north along property owned by 3 the City, following RCW 35.79, will legally vacate and transfer portions of NW Paradise Park and NW La Center Roads that will no longer be needed for public use to Minit Management. The location of this vacation area is identified as number 12 on Exhibit B attached to this Agreement. As a precondition to the road vacation described in this section, and upon the request of Cowlitz Tribal Gaming Authority (CTGA), Minit Management will transfer to ~~CTGA~~the City of La Center that property identified as number 11 on Exhibit B attached to this Agreement. This transfer shall be in exchange for the vacation identified as number 12 on Exhibit B attached to this Agreement, and shall occur ~~as an equal exchange and without further consideration to or from Minit Management.~~ In addition, the City will transfer the remaining portion of the vacated NW Paradise Park Road to Minit Management in partial consideration for the closure of the access from the Minit Management property to NW La Center Road pursuant to Section 6 D below.

Upon occurrence of this exchange, Minit Management will cooperate with CTGA in the design and construction of an east-west connecting road from the northwest corner to the northeast corner of the Minit Management property (at no cost to Minit Management) as indicated on Exhibit B attached to this Agreement with the proviso that stormwater management and utilities will be relocated to accommodate this road in a manner that is satisfactory to Minit Management. The redesigned stormwater management system shall be constructed at CTGA's expense and be located underground and with a capacity to serve the future redevelopment of the Minit Management property. Minit Management will provide a temporary construction easement to allow CTGA to relocate the stormwater facility and construct the necessary access connections related to the new public road facilities adjacent to the site. The system will drain the stormwater in a fashion that does not conflict with WSDOT property. CTGA is a third party beneficiary of this agreement for purposes of this section.

- C. The City will enter into an agreement with Cowlitz Indian Tribe who will construct a dry sanitary sewer line, and a water line meeting city standards, to the southwest corner of the Minit Management Property for future connection by the Minit Management property

attached and shown as Exhibit C attached to this Agreement when the Minit Management property is redeveloped.

- D. When construction of the new access/egress location(s) are complete, the existing access to NW La Center Road will be restricted to right-in/right-out only via the installation of a raised median. ~~Once~~ and the signalization of the intersection of the re-aligned NW Paradise Park Road and NW La Center Road is operationalized, Minit Management will not object to closure of the right-in/right-out ~~current~~ access/egress on NW La Center Road. Minit Management shall not be required to contribute any funding to the construction of the traffic signal

**Section 7. Vesting.** As provided for in RCW 36.70B.170(1) and LCMC 18.60, during the term of this Agreement, development of the property shall be controlled by the terms and condition of this Agreement and any requirements and/or standards adopted by the City that are not inconsistent with the terms and requirements of the Agreement. Development of the property shall not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the effective date of this Agreement. .

The participation by Minit Management by and through the actions and funding by the Cowlitz Indian Tribe as provided for herein in the re-alignment of NW Paradise Park Road and NW La Center Road, as well as the future signalization of the intersection of the re-aligned NW Paradise Park Road and NW La Center Drive and the future closing of the access from the Minit Management property to NW La Center Drive represents Minit Management's proportionate share of all of the necessary improvements to all traffic management zones and subareas and all impacted corridors and intersections affected by the future re-development of the Minit Management property at its highest and best use. The City agrees that the Minit Management property is vested pursuant to LCMC 18.10.090 as it relates to any capacity issue for the re-development of the property.

**Section 8. Further Discretionary Actions.** Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the property, including one or more building permits, under the processes established by the City; provided however those processes shall not impose any conditions inconsistent with the provisions of this Agreement.

**Section 9. Remedies.** Should a disagreement arise between the City and the land owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. IF this does not result in resolution the parties agree to employ a mutually agreed upon mediator to resolve the disagreement. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

**Section 10. Performance.** Failure by either party at any time to require performance by the other party of any of the provisions or requirement of the Agreement shall in no way affect the parties' rights hereunder to enforce any and all requirements of this Agreement, nor shall any

failure by a party to declare a default or breach of the Agreement by the other party be deemed a waiver of an default or breach or a waiver of this non-waiver clause.

**Section 11. Enforcement and Venue.** This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in Superior Court for Clark County to resolve any disputes that may arise under this Agreement.

**Section 12. Severability.** If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**Section 13. Inconsistencies.** If any provision of the La Center Municipal Code is deemed inconsistent with the provisions of the Agreement, the provisions of this Agreement shall control.

**Section 14. Binding on Successors and Recording.** This Agreement shall run with the land and be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors and assigns. This Agreement shall be recorded in Clark County real property records for the property. Minit Management may sell or otherwise lawfully dispose of all or any portion of the property to another person, corporation, partnership or other entity, who shall be bound by and benefitted by the requirements and terms of this Agreement.

**IT IS SO AGREED**, as indicated by the below-signed authorized representative of the parties hereto.

**City of La Center:**

**Minit Management, LLC:**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to Form:

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

STATE OF WASHINGTON)

: ss

County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON)

: ss

County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

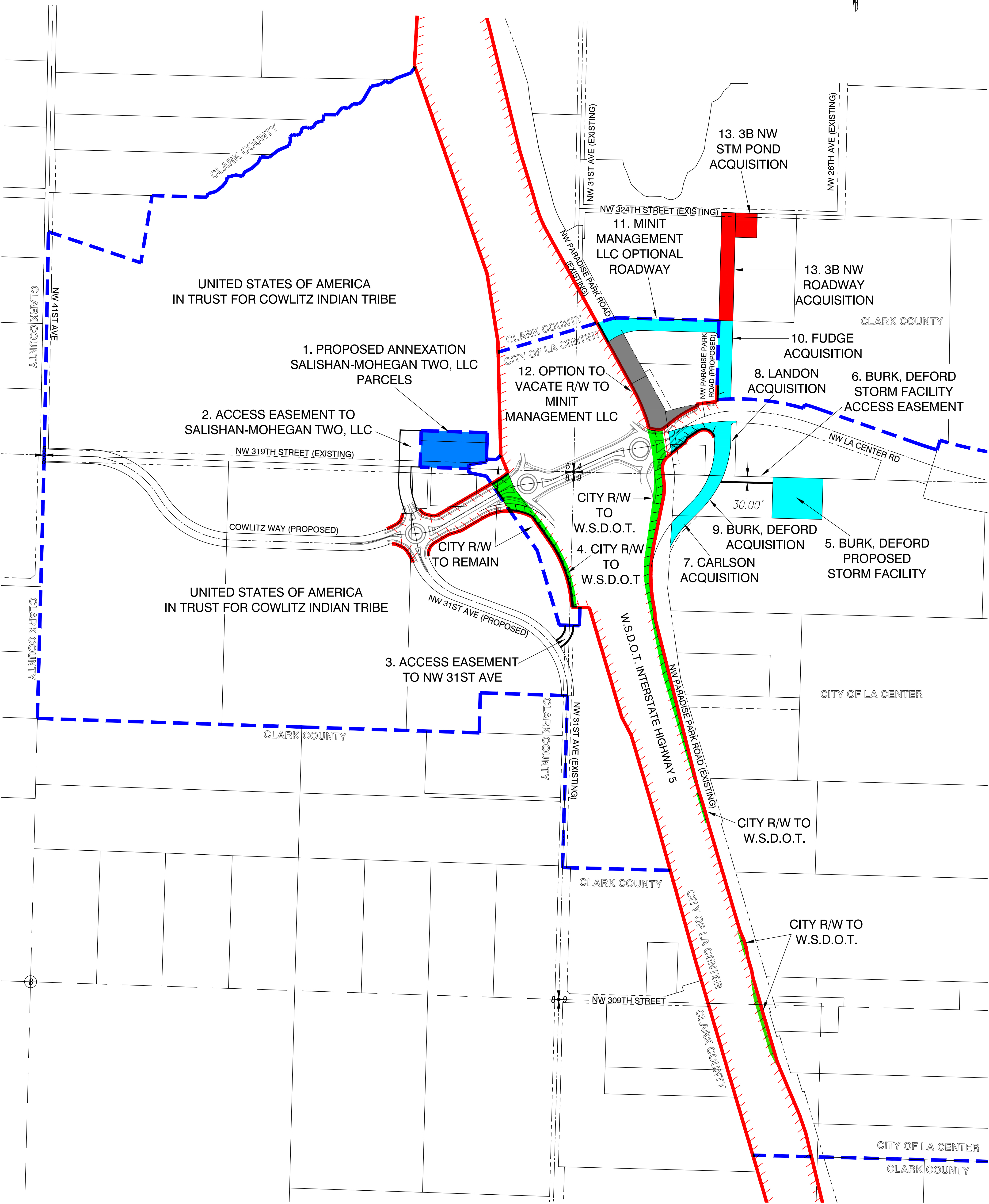
\_\_\_\_\_  
NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: \_\_\_\_\_



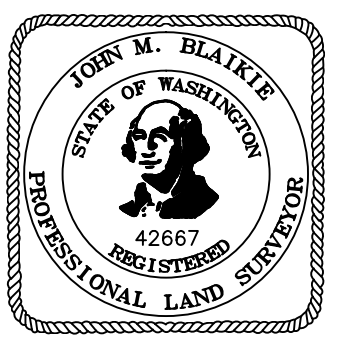
LEGEND

- CITY OF LA CENTER TRANSFER TO W.S.D.O.T.
- SALISHAN-MOHEGAN TWO, LLC PROPERTY
- CLARK COUNTY ACQUIRED RIGHT OF WAY
- CITY OF LA CENTER ACQUIRED RIGHT OF WAY / PROPERTY
- LIMITED ACCESS
- JURISDICTIONAL BOUNDARY LINE



FILE: J:\DATA\7000\7700\7710\7714\SURVEY\PROPOSED RIGHT-OF-WAY\7714-COL-ACQUISITIONS-110415.dwg

DESIGNED:	J.M.B.
DRAWN:	B.D.T.
CHECKED:	NOVEMBER, 2015
DATE:	
SCALE:	
SHEET SIZE:	24" x 36"
JOB NO.:	7714.02.01
SHEET	
1 of 1	



RIGHT OF WAY TRANSACTION PLAN FOR:  
**CITY OF LA CENTER**  
 PORTIONS OF SECTION 4, SECTION 5, SECTION 8, SECTION 9, T.4N, R.1E., W.M.

**OLSON** LAND SURVEYORS  
 ENGINEERS

360-895-1385  
 503-289-9936  
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

CLIENT:  
 MITCHELL & ASSOCIATES  
 610 SW MAPLE STREET SUITE 700  
 PORTLAND, OREGON 97205