

**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") located in Clark County, City of La Center:

Assessor's 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 located within the City limits of La Center and legally described in Exhibit A to this Agreement, 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 the City has adopted and codified this authority in Chapter 18.60 of the La Center Municipal Code ("LCMC"); 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 of safe ingress and egress access to the Minit Management commercial venture:

- a) The Cowlitz Indian Tribe (the "Tribe") in conjunction with the Washington State Department of Transportation and Federal Highway Administration, is 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, including 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, and this access will need to be relocated off of NW La Center Road to maintain the safe design and use of that road, and
- d) The City and the Tribe entered into an intergovernmental agreement, dated March 3, 2016 (the “City-Tribe Intergovernmental Agreement”) that provides for the Tribe’s paying the full cost of designing, permitting and constructing all of the transportation improvements associated with its reconstruction of the I-5 interchange, including all of the transportation improvements described in this Agreement; and

**WHEREAS**, this Agreement is intended to implement those aspects of the City-Tribe Intergovernmental Agreement that affect the Minit Management Property and its access to the City’s public transportation system.

**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 chapter 18.60. It shall be a binding contract between Minit Management and the City upon the City’s approval by resolution following a public hearing in accordance with RCW 36.70B.170 and execution by an authorized Minit Management representative.

**Section 3. 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 the subsequent execution and signature by the authorized representatives of both parties. This Agreement shall be and remain in force for a period of 5 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 prior to the Agreement’s expiration date shall continue to impose on-going legal obligations and vesting benefits on the holder of the those development approvals in accordance with state law and applicable city ordinances. 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 and LCMC 18.60.040.

**Section 4. Construction of Access Facilities, Transfer of Right-of Way, and the Closure of NW La Center Road Access.**

**A. Paradise Park Road Realignment.** Currently, NW Paradise Park Road runs north-south just east of the I-5 right-of-way and west of the Minit Management Property, where it intersects with NW La Center Road. The Minit Management Property has access from NW Paradise Park Road and from NW La Center Road. Pursuant to the City-Tribe Intergovernmental Agreement,



the Tribe will construct a new alignment for NW Paradise Park Road along the east boundary of the Minit Management Property on land owned by Fudge that will intersect NW La Center Road at the southeast corner of the Minit Management Property. Pursuant to the City-Tribe Intergovernmental Agreement, the preferred alignment for NW Paradise Park Road extends due north from its proposed new intersection with NW La Center Road, north beyond the Minit Management Property to NW 324<sup>th</sup> Street (the "Preferred Alignment"). However, in the event that construction of the Preferred Alignment is not feasible, the parties agree to accept an alternative alignment that turns west at the northeast corner of the Minit Management Property and extends within the Minit Management Property along its north boundary to intersect with the current NW Paradise Park Road alignment (the "Alternative Alignment").

- i. The City-Tribe Intergovernmental Agreement reflects these terms generally stated herein, including the relocation of NW Paradise Park Road. The City-Tribe Intergovernmental Agreement provides for the Preferred Alignment and for the Alternative Alignment of NW Paradise Park Road. In the case of either alignment, the City-Tribe Intergovernmental Agreement provides that the Tribe shall bear all costs of design, obtaining permits and constructing the realigned NW Paradise Park Road and access points thereto for the Minit Management Property.
- ii. Minit Management shall accept and cooperate with the City and the Tribe in the implementation of the City-Tribe Intergovernmental Agreement .
- iii. In the event that the Alternative Alignment is chosen and constructed for NW Paradise Park Road, Minit Management shall dedicate to the City sufficient right-of-way along the entire northern boundary of the Minit Management Property as identified as item 11 in the attached Exhibit B to construct the new (Alternative Alignment) for NW Paradise Park Road so as to meet all applicable City street standards. Documentation for this dedication shall be prepared by the City or the Tribe and presented to Minit Management for its review and execution. Minit Management shall execute the right-of-way dedication for the realigned NW Paradise Park Road upon demand by the City.
- iv. Minit Management will cooperate with the Tribe 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 or the City) with the proviso that stormwater management and utilities will be relocated to accommodate this road in a manner that is satisfactory to Minit Management and the City. The redesigned stormwater management system shall be constructed at the Tribe'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 the Tribe 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 and will comply with all applicable City stormwater requirements.

**B. Change of Access for Minit Management Property.** The realignment of NW Paradise Park Road will necessitate a change to the access for the Minit Management Property, *i.e.*, the

closure of its current access points on NW La Center Road and NW Paradise Park Road and construction of new access points on the re-aligned NW Paradise Park Road. The City will allow Minit Management to retain its current access to NW Paradise Park Road in the northwest corner of the Minit Management property. At Minit Management's request, the Tribe shall construct a forty foot (40') wide road and "T" intersection with the newly realigned NW Paradise Park Road to reach such access point at the Tribe's expense and in compliance with the City's current road design standards. The City will also allow Minit Management to retain its current access to NW La Center Road as a right-in/right-out until such time as the City determines that the new (yet to be constructed) intersection of NW Paradise Park Road and NW La Center road meets signalization warrants. When signal warrants are met at that new intersection, Minit Management will close its NW La Center Road access and, from that point forward, rely upon the new access points onto NW Paradise Park Road. The full cost of the design, permitting and construction of the new access points shall be paid by the Tribe through separate agreements with the Parties. All of these street and intersection improvements shall be designed, permitted and constructed by the Tribe to the applicable City design standards.

- i. Through the City-Tribe Intergovernmental Agreement, the City has contractually obligated the Tribe to design, permit and construct a 40-foot wide road and "T" intersection access with the realigned NW Paradise Park Road on the east side of the Minit Management Property. This intersection shall be designed to City standards.
- ii. If the Alternative Alignment for NW Paradise Park Road is developed, the City has contractually obligated the Tribe to design, permit and construct a similar 40-foot wide road and "T" intersection access with the realigned NW Paradise Park Road on the northwest side of the Minit Management Property.
- iii. Once the realigned NW Paradise Park Road is constructed and accepted by the City together with the new access point(s) from the Minit Management Property onto NW Paradise Park Road, Minit Management shall allow the City to impose access control and limit its existing access to NW La Center Road to right-in/right-out only via the installation of a raised median. Minit Management agrees that at that time, the City shall exercise complete access control over access to NW La Center Road, including the eventual closure of all access points in accordance with this Agreement, without further compensation by the City, except as provided in Section 5.
- iv. At such time that the City determines that the new NW Paradise Park Road and NW La Center Road intersection meets signalization warrants, the City will direct the Tribe to install a traffic signal at this intersection at the Tribe's sole expense. Pursuant to the City's access control authority, herein provided, Minit Management agrees that the Minit Management access to NW La Center Road shall be closed upon 30 days written demand by the City, without further compensation by the City, except as provided in Section 5. From that point forward, Minit Management shall rely solely upon the new access points onto NW Paradise Park Road.
- v. New access/egress locations shall be approved by the City and Minit Management in conjunction with the relocation and modification of NW Paradise Park and NW La



Center Roads. These access points for the Minit Management Property will include, at a minimum, a forty foot (40') wide full turn access 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 at a point that is the minimum distance allowed by the City's current road standards for driveway access from a signalized intersection. These modifications and realignments are identified on Exhibit B attached to this Agreement.

In the event NW Paradise Park Road is realigned pursuant to the Preferred Alignment, 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. The southern access point shall be located at the minimum distance allowed by the City's current road standards for driveway access from a signalized intersection. The northern access point shall be located pursuant to the driveway spacing requirements under the City's current street standards. Two access points can be accommodated on the Minit Management's eastern side, while meeting the city's current intersection spacing and driveway separation standards without a variance..

**Section 5. Vacation of Right-of-way Not Needed by the City.** As a result of the realignment and reconstruction of NW Paradise Park Road and NW La Center Road, the City will no longer require any or a portion of NW Paradise Park Road between (west of) the Minit Management Property and I-5 for right-of-way purposes. For that reason, the City shall entertain a request by Minit Management pursuant to RCW chapter 35.79 for the vacation of all or a portion of the adjacent portion of NW Paradise Park Road identified as item 12 on the attached Exhibit B. In processing such a vacation request, the City agrees that Minit Management's surrender of its NW La Center Road access constitutes sufficient consideration for the City's vacation of the portion of NW Paradise Park Road adjacent to the Minit Management Property identified as item 12 on Exhibit B, and the city shall not require further compensation. In the event that the alternative alignment of Paradise Park Road is selected and constructed, the City shall entertain a vacation request for the northern portion of the existing NW Paradise Park Road west of the Minit Management Property and shall deem Minit Management's dedication of right-of-way to be sufficient compensation for granting that vacation request. As the requestor of these vacations, Minit Management shall pay all of the associated costs of the vacation request(s), including surveying fees, the cost of documentation and recordation of the final Vacation Ordinance(s).

**Section 6. Proportionate Share in the Cost of Intersection Signal.** As part of the transportation improvements described in Section 4, a new intersection of NW Paradise Park Road and NW La Center Road will be constructed at the southeast corner of the Minit Management Property. Initially, that intersection will be controlled by stop signs only, but as traffic volumes increase over time, signalization warrants will be met, and the City will require the intersection to be signalized. Pursuant to the City-Tribe Intergovernmental Agreement, the cost to design, permit and construct the intersection and subsequently signalize it shall be borne by the Tribe. The City hereby agrees that Minit Management's proportionate share contribution to the cost of that signalization shall be zero.

**Section 7. Vesting of Vehicle Trips.** For purposes of future concurrency management and Transportation Impact Fees (TIFs) that would be assessed by the City on the redevelopment or change in use at the Minit Management Property, the City will credit the Average Daily Trip (ADT) generation and p.m. peak hour trips from the Minit Management operation on the Property as of the effective date of this Agreement. That trip generation credit is 2,000 ADT, 187 a.m. peak hour trips and 199 p.m. peak hour trips. The TIF that will be due for the redevelopment or change in use of the Minit Management Property will be based on the increase in ADT generation attributable to the new development or use beyond the current level of trip generation. Capacity for the current p.m. peak hour trips from the current use of the Minit Management Property shall be reserved by the City and vested for Minit Management. If the ADT generation for the use on the Minit Management Property decreases over time, the ADTs attributable to the Property's use on the effective date of this Agreement shall serve as the basis for any TIF calculation performed within 5 years of the Effective Date of this Agreement.

**Section 8. Vesting of Development Standards.** As provided for in RCW 36.70B.170(1) and LCMC chapter 18.60, during the term of this Agreement, development of the Minit Management Property shall be controlled by the terms and conditions 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 Minit Management Property during the term of this Agreement shall be controlled by the City's zoning and development standards as they exist on the Effective Date of this Agreement. Minit Management may, consistent with RCW 36.70B.180, elect to be subject to any amendment to City zoning or development standards adopted during the term of this Agreement. Upon expiration of this Agreement, the Minit Management Property shall be subject to the City's then-applicable zoning and development standards. The City reserves the authority to impose new or different regulations on the Minit Management Property to the extent required by a serious threat to public health and safety.

**Section 9. Provision of Sanitary Sewer Connections.** Pursuant to the City-Tribe Intergovernmental Agreement, the Tribe will design and construct and stub 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, as shown on Exhibit C attached to this Agreement, when the Minit Management Property is redeveloped. Such sewer and water lines will be connected to existing collection and distribution lines to be constructed by the Tribe that will be located in NW La Center Road and which meet city standards. When the Minit Management property is redeveloped, Minit Management will connect these dry lines to such sewer and water systems, if available, subject to the costs of connection and systems development charges or latecomer fees in effect at the time of connection.

**Section 10. Remedies.** Should a disagreement arise between the City and Minit Management 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.





