

**INTERLOCAL AGREEMENT BETWEEN CITY OF ILWACO AND PORT OF
ILWACO RECOGNIZING THE PROVISION OF OFF-STREET PARKING ON PORT
PROPERTY FOR DEVELOPMENT OF COMMERCIAL AND INDUSTRIAL
DEVELOPMENT ON PROPERTY OWNED BY THE PORT**

THIS AGREEMENT, made and entered into by and between the **CITY OF ILWACO**, a Washington municipal corporation (hereinafter referred to as "City"), and the **PORT OF ILWACO**, a Washington municipal corporation (hereinafter referred to as "Port"), both being duly organized under and by virtue of the laws of the State of Washington.

WITNESSTH:

WHEREAS, pursuant to RCW 35A.11 and RCW 53.08, the City and Port have legal authority to exercise their powers and perform any of their functions as set forth in RCW 39.34; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the City and Port have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, the parties recognize the need and responsibility to provide ample parking for various types of development; and

WHEREAS, Ilwaco Municipal Code Chapter 15.46.030 C allows for new development to meet the city's parking code requirements off-site provided the off-site parking is within 500 feet of the development site and is encumbered exclusively for parking; and

WHEREAS, the Port is the owner of all the improved real property south of Howerton Way and other areas in the vicinity without on-site parking, of which 14,487 square feet of building floor space has been developed for commercial retail, 10,592 square feet of building floor space is devoted to restaurant use, 6,903 square feet of building floor space is used for office space, 7,968 square feet of building floor space is a bank, two motels provide a total of 33 rooms, one single family residence exists, 21,160 square feet of building floor space is considered manufacturing and 15,717 square feet of floor space is used as warehousing or storage, which cumulatively requires 254 parking spaces pursuant to Ilwaco Municipal Code 15.46; and

WHEREAS, the Port is also the owner of undeveloped compacted graveled real estate north of Howerton Way, which has historically been used exclusively for parking by owners, employee and patrons of the businesses located along and adjacent to Howerton Way on property owned by the Port. This real property has the capacity for approximately 340 parking spaces as preliminarily designed by the Port and City consulting engineer, which exceeds the total number of parking spaces required by the city code for the existing development at the Port, and provides an ample supply of parking to meet the code requirements for future development on Port-owned property along south of Howerton Way. The Port desires to place a general encumbrance on this property for unrestricted parking for owners, employee and patrons of existing and future

development on adjacent Port owned real property south of Howerton Way only to meet the requirements of Ilwaco Municipal Code 15.46.030 C.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties as follows:

1. That area labeled as “Encumbered Parking Area” on attached Exhibit A and owned by the Port shall be designated by the Port for the exclusive use of parking by the owners, employees and patrons of those businesses developed, both presently and in the future, on real property south of Howerton Way owned by the Port also shown on Exhibit A and labeled “Development Area.”
2. This encumbered parking area as shown on Exhibit A shall be recognized by the City as satisfying the requirements of Ilwaco Municipal Code 15.46.030 C for providing off-street parking associated with future development of any parcel for a commercial or industrial use within that area south of Howerton Way as show on Exhibit A. The City shall not require any further review by legal counsel or any other encumbrance on said property relative to future development on Port property south of Howerton Way satisfying the City’s parking requirements.
3. The Port shall not develop the encumbered parking area for any use other than parking without prior consent of the City and the issuance of all applicable permits. Should the Port develop such plans, the unused parking credits established by this agreement shall be voided and this agreement dissolved. Any subsequent development proposed on real property owned by the Port shall be reviewed as an individual project and shall meet the parking requirements of the Ilwaco Municipal Code in effect at the time of a complete application for the development is vested.
4. This agreement is established in perpetuity. Modifications can be established only upon the written agreement of both parties.
5. The purpose of this agreement is to foster economic development for the benefit of the community and to reduce the procedural requirements of development application review, while maintaining the substantive standards of the Ilwaco Municipal Code that promote the public health, welfare and safety and guide development.
6. If any term, provision, condition or portion of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that invalidity or unenforceability materially

interferes with or defeats the purpose hereof, at which time the City and Port shall have the right to terminate the agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year below written.

CITY OF ILWACO

Approved by the City of Ilwaco, Washington, at its regular meeting held on the 20 day of December, 2010.

By:

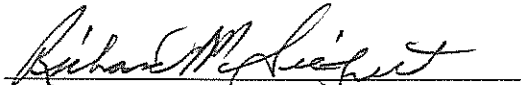


Mike Cassinelli, Mayor

PORT OF ILWACO

Approved by the Port of Ilwaco, Washington, at its regular meeting held on the 20 day of December, 2010.

By:



Richard Siefert, Chairman

