

**After Recording Return To:**

Anna Laura León, City Clerk  
City of East Wenatchee  
271 9th Street NE  
East Wenatchee, WA 98802

**NO EXCISE TAX REQUIRED**  
DOUGLAS COUNTY TREASURER  
FELISHA L. ROSALES

BY BR 4/18/23 DEPUTY

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**PUBLIC SIDEWALK, ACCESS AND UTILITY EASEMENT**

Grantor(s): Chelan – Douglas Public Transportation Benefit Area (Link Transit), a political subdivision of the State of Washington

Grantee(s): The City of East Wenatchee, a Washington non-charter municipal corporation

Abbreviated Legal Description: A prtn of Lot 31, EWLC Plat, Section 14, T22N R20E, W.M., Douglas County, WA

Additional Legal Description: See Exhibits A & B of this document

Assessor's Tax Parcel Nos.: 40300003101

Reference Nos. of Related Documents: 3217625; 3256898

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THIS PUBLIC SIDEWALK, ACCESS AND UTILITY EASEMENT (“**Easement**”) is hereby granted effective March 22, 2023, by CHELAN – DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA (LINK TRANSIT), a political subdivision of the State of Washington (“**Link**” or “**Grantor**”), as owner of that certain parcel located at 3<sup>rd</sup> St. SE and Rock Island Road, East Wenatchee, WA 98801 and identified as APN #40300003101 (the “**Property**”), to the CITY OF EAST WENATCHEE, a municipal corporation (“**City**” or “**Grantee**”), to establish a permanent non-exclusive easement over the Property legally described on Exhibits A and as generally depicted on Exhibit B (“**Easement Area**”) for access by the public over a sidewalk and the right of ingress and egress to install and maintain sidewalk improvements, landscaping, and electrical utilities and lighting.

1. **Grant of Easement.** Grantor hereby grants and conveys to the City a permanent, non-exclusive easement for the purposes of public access limited to pedestrian travel and right of ingress and egress to construct, reconstruct, install, repair, replace, operate and maintain sidewalk improvements, landscaping and electrical utilities over and across the

Easement Area on the terms provided herein. The rights granted herein for public use are granted to the City as an entity and not to any individual member of the general public, and no member of the general public shall have any real property interest in, or right to enforce, this Easement.

2. **Use and Maintenance of Easement Area.** Grantee shall have the right to install, operate, repair, maintain and replace sidewalk improvements, stormwater drain facilities, landscaping and electrical lighting and facilities in the Easement Area, together with the right of access and entry onto the Easement Area at all reasonable times for the purposes stated herein. All pipes, lines and other facilities within the Easement Area shall be placed underground. No fences, rockeries, walls, above-ground structures, buildings or other permanent structures (other than improvements related to public access, sidewalk improvements, landscaping, or electrical lighting and facilities) shall be constructed or installed over, upon or within the Easement Area by the City. The City shall have the authority to enforce city rules and regulations relating to public areas for use by the public within the Easement Area. Any person using the Easement Area in violation of the rules and regulations may be removed from the Easement Area by the City. Additionally, public access may be temporarily restricted for repairs or emergencies. Grantor reserves the right to use or cross the Easement Area so long as it does not unreasonably interfere with the uses granted to Grantee, and Grantor shall comply with any City of East Wenatchee regulations regarding the placement of structures or trees within the Easement Area. All construction and installation of improvements within the Easement Area and the operation, maintenance and repair thereof shall be performed (a) in accordance with applicable permits, (b) in a safe, clean and operable manner (c) in a lien-free and professional manner, and (d) in a reasonable manner to minimize interference with other uses to the extent reasonably practical. Upon completion of any work within the Easement Area undertaken by Grantee, Grantee shall restore any disturbed area and shall repair any damage outside of such easement area to substantially the same condition as existing before the work.
3. **Mutual Indemnification.** The Grantor and the Grantee shall each indemnify and hold the the other, and their agents, employees, and/or officers, harmless from and shall process and defend at their own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, fees (including attorney fees), or costs, of whatsoever kind or nature, brought against either arising out of, or in connection with, or incident to the performance or failure to perform any of their respective obligations under this Easement and by any negligent act or omission of their officers, agents, and employees. However, if such claims are caused by or result from the concurrent negligence of the Grantor and Grantee, their agents, employees, and/or officers, then this provision shall be valid and enforceable only to the extent of the respective negligence of the Grantor or Grantee. Further, nothing herein shall require the Grantor or Grantee to hold harmless or defend the other, their agents, employees, and/or officers for damages or loss caused by the Grantor or Grantees' sole negligence. The City specifically acknowledges that the obligations set forth in paragraph 2 above are the sole obligation of the City and that the City shall indemnify and hold harmless Link Transit from any claim

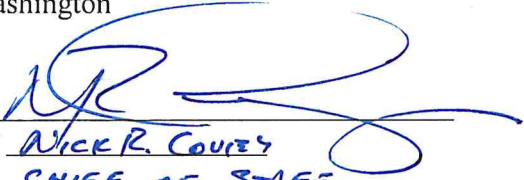
arising out of the performance or lack of performance of the City's obligations in paragraph 2.

4. **Successors and Assigns.** The burdens of this Easement shall be binding upon the owner of the Easement Area and its successors and assigns as owner of the Easement Area, and shall run as covenants with the land. The benefits of this Easement shall inure to the Grantor and the Grantee as provided herein, and their successors..
5. **General.** This Easement shall be governed by the laws of the State of Washington. This Easement shall not be modified, amended, or terminated except by written instrument signed by Grantor and Grantee. If any legal action is brought to enforce any part of this Easement, then the substantially prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred, including any costs and fees upon appeal.

DATED this 22<sup>nd</sup> of March, 2023.

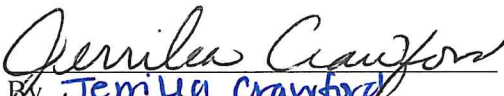
GRANTOR:

CHELAN – DOUGLAS PUBLIC  
TRANSPORTATION BENEFIT AREA (LINK  
TRANSIT), a political subdivision of the State of  
Washington

  
By NICK R. COUEY  
Its CHIEF OF STAFF

GRANTEE:

CITY OF EAST WENTACHEE, a Washington  
municipal corporation

  
By Jerrilee Crawford  
Its MAYOR

Exhibits:

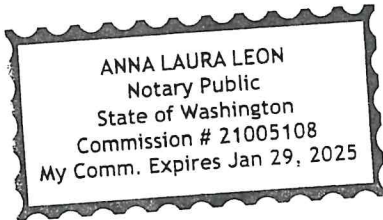
Exhibit A: Legal Description of Property  
Exhibit B: Sketch of Easement Area



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 4<sup>th</sup> day of April, 2023, before me, a Notary Public in and for the State of Washington, personally appeared Jemilea Crawford, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Mayor of **CITY OF EAST WENTACHEE**, a Washington municipal corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Anna Laura Leon  
NOTARY PUBLIC in and for the State of  
Washington, residing at Douglas County  
My appointment expires January 29, 2025  
Print Name Anna Laura Leon

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

A portion of Lot 31, East Wenatchee Land Company's Plat of Section 14, Township 22 North, Range 20 East, Willamette Meridian, being described herein on datum NAD83/91, Washington State Plane, North Zone, using U.S. Survey Feet as the linear units and a Combined Grid Factor (CGF) to convert to ground of 1.00001251086 (grid distance X CGF = ground distance), said parcel recorded under Auditors File Number 288071, records of Douglas County, Washington, lying Northeasterly of the following described line.

Beginning at a point on the centerline of 3rd Street SE, said point being the PC Station 15+80.40 as established on Record of Survey under AFN 300530, thence; South 60°39'59" West along said centerline of 3rd Street SE, for a distance of 211.11 feet, thence; South 29°20'01" East, perpendicular to said centerline, for a distance of 44.09 feet to the Southerly Right of Way line of 3rd Street SE as established on Record of Survey under AFN 300530 and **The True Point of Beginning**, thence; South 29°21 '35" East parallel to the Easterly Right of Way of SR 28, for a distance of 127.02 feet to the southerly line of said parcel as shown on Records of Survey under AFN 232295, AFN 311314 and AFN 3123517.


**Except** the right-of ways of Rock Island Road and 3<sup>rd</sup> Street SE.

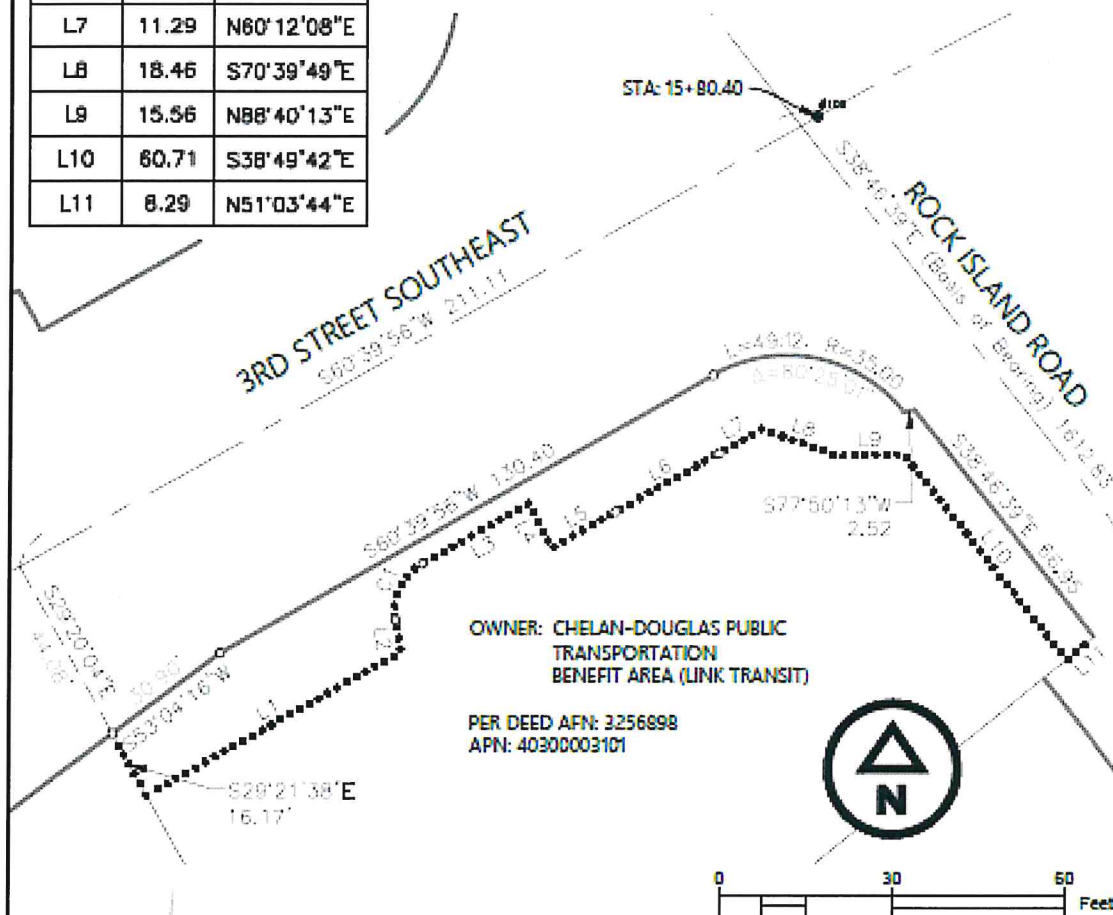
**EXHIBIT B**  
**SKETCH OF EASEMENT AREA**

Line Table		
Line #	Length	Direction
L1	67.23	N60°39'56"E
L2	7.36	N09°56'19"W
L3	28.28	N60°36'23"E
L4	11.56	S26°52'38"E
L5	16.85	N60°42'58"E
L6	27.44	N60°27'30"E
L7	11.29	N60°12'08"E
L8	18.46	S70°39'49"E
L9	15.56	N88°40'13"E
L10	60.71	S38°49'42"E
L11	8.29	N51°03'44"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	15.39	12.50	070°33'	N25° 20' 02"E	14.44

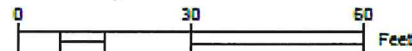
Legend

-  Existing Right-of-Way
-  Existing Right-of-Way Centerline
-  Existing Lot Line
-  Proposed Easement Line
-  Found Monument in Case
-  Calculated Point



OWNER: CHELAN-DOUGLAS PUBLIC  
TRANSPORTATION  
BENEFIT AREA (LINK TRANSIT)

PER DEED APN: 3256898  
APN: 40300003101



Project Name and Address		Project	Sheet
Easement Exhibit 3rd Street SE & Rock Island Road Intersection Improvements		0622-002	1 of 1
		Date	
		As Noted	