

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is hereby entered into this date by and between CHELAN-DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA, D/B/A LINK TRANSIT ("Link") and the CITY OF LEAVENWORTH (the "City"). The City and Link are sometimes referred to herein as "Party" or "Parties."

RECITALS

- A. Link is in the process of developing certain facilities on the east end of City for use as a transit facility and vehicle park and ride ("Park and Ride"). In order to access the Park and Ride, Link is constructing an access roadway on City owned Right of Way. Pursuant to that certain Interlocal Cooperative Agreement, dated March 28, 2017, Link agreed to construct a replacement vehicle turn-around at the end of the access roadway, which will become part of the access road owned and maintained by the City.
- B. This Agreement relates to the acquisition of certain real property for construction and installation of a vehicle turn-around ("Turn- Around"), dedication of the property once improved with the Turn-Around to the City, and the roles and contributions of the City and Link related to the acquisition, construction, and dedication of the Property and Turn-Around.

NOW, THEREFORE, the City and Link agree as follows:

1. Existing P&SA. Link has entered into a Purchase and Sale Agreement with Willkommen LLC, dated April 5, 2018 ("P&SA"), to acquire an interest in real property as described in Exhibit A attached hereto and incorporated herein (the "Property"). The City hereby confirms that acquisition of the Property either as right of way or fee (i.e. non-conforming lot or parcel) is acceptable to City.
2. Right of Way permits. Link will apply to and secure all permits and approvals from the City as necessary to access and construct or install the Turn-Around on the Property. Due to the benefits associated with construction of the Turn-Around to the City, the City hereby agrees to waive any charges or fees associated with the permits or approvals required to access and complete construction of the Turn-Around on the Property.
3. Vehicle Turn-Around. Link will be solely responsible for designing, bidding, constructing, and installing the Turn-Around on the Property in accordance with the plans and specifications set out in Exhibit B attached hereto and incorporated herein.

Link shall cause development of the improvements to occur in compliance with the plans and specifications and all applicable laws and permits. Except as otherwise provided herein, Link shall be responsible for all costs and charges related to acquisition of the Property and construction or installation of the Turn-Around on the Property. Link shall require that any warranties for the work received by Link for construction of the Turn-Around will be transferable to City.

4. Payment. The City agrees to pay or reimburse Link for one-half the cost incurred by Link to purchase or acquire the Property pursuant to the P&SA. The City's share of the purchase price, inclusive of closing and insurance costs, is anticipated to be approximately \$24,175.00. The City shall make payment or reimbursement to Link for the City's one-half share of the actual or final purchase price of the Property within thirty (30) days of Link closing on the purchase of the Property pursuant to the P&SA.
5. Dedication to the City. Upon completion of construction or installation of the Turn-Around on the Property by Link, Link will convey and dedicate the Property (including Turn-Around) to the City using a Deed for Right of Way ("Deed") and Bill of Sale substantially in the form attached hereto as Exhibit C. The Deed and Bill of Sale will transfer to City all contractors' warranties related to construction or installation of the Turn-Around to the City. The Deed shall also include the language required by Section 6, below, related to future sales or transfers of the Property by the City. Following dedication to the City, the City shall be solely responsible for maintaining the Turn-Around as a City right of way.
6. Future Sale of Property. Link shall be entitled to share equally in the proceeds of any future sale of the Property by the City to a third party. In the event the City surpluses and sells the Property (including Turn-Around) to a third party, the City shall remit one half of the sale proceeds to Link within (30) days of closing of the sale. Link shall not be required to approve the prospective sale or demand payment of the sale proceeds to be entitled to the same; provided however, the City shall provide Link with advance notice of the proposed sale to enable Link to make arrangements to modify its use of the Turn-Around (if any). This condition of payment upon future sale of the Property (if any) shall survive termination of this Agreement, and shall be memorialized and included in the Deed to the City to avoid merger and ensure survival following dedication of the Property to the City.
7. Duration and Termination. This Agreement shall become effective upon the City and Link listing the Agreement by subject on their websites pursuant to RCW 39.34.040. This Agreement shall remain in effect until dedication or conveyance of the Property is made by Link to the City. The termination of this Agreement shall not terminate any

warranties transferred to City and shall not terminate any future sale obligations of the parties to each other.


8. Indemnification. Link shall indemnify, defend, and hold harmless the City from and against claims, suits, and/or other actions arising from negligent or intentional act or omission of Link employees, agents, and/or authorized contractors while performing this Agreement. The City shall indemnify, defend, and hold harmless Link from and against claims, suits, and/or other actions arising from negligent or intentional act or omission of City employees, agents, and/or authorized contractors while performing this Agreement.
9. Records. The records and documents of each Party related to all matters covered by this Agreement shall be retained and available for inspection for the longer of three (3) years after the termination of this Agreement or the longest period required by law or regulation.
10. Attorney Fees. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each Party shall be responsible for payment of their own attorneys fees and costs.
11. No Other Agreement, Partnership or Business Relationship. This Agreement does not create any relationship, partnership or other agreement between the Parties or any third parties. Services provided by any party under this Agreement are those of an independent contractor. Employees or consultants of Link are and will remain employees or consultants of Link. Employees or consultants of the City are and will remain employees or consultants of the City. This Agreement does not provide the City any rights to enforce the separate P&SA between Link and Willkommen, LLC.
12. Entire Agreement. This Agreement sets forth the complete agreement between the Parties on the subject matter hereof. There are no separate or oral understandings on this subject between the Parties, and any prior communications between the Parties are hereby superseded by this Agreement.
13. Governing Law; Venue. This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.
14. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement

are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.


15. Counterpart and Electronic Signatures. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or facsimile. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the Parties.

This Interlocal Agreement is executed as indicated below by each of the Parties intending to be bound.

THE CITY OF LEAVENWORTH

By: 
Its: Mayor
Date: 07-02-2018

**CHELAN DOUGLAS PUBLIC
TRANSPORTATION BENEFIT AREA,
D/B/A LINK TRANSIT**

By: 
Its: General Manager
Date: 7-10-2018

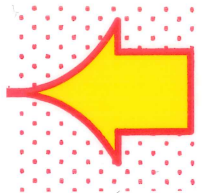


EXHIBIT A
Legal Description of Property

A portion of Lot 2 Willkommen, City of Leavenworth Short Plat 2016-011LE recorded under Auditor's file No. 2466743, Chelan County, Washington.

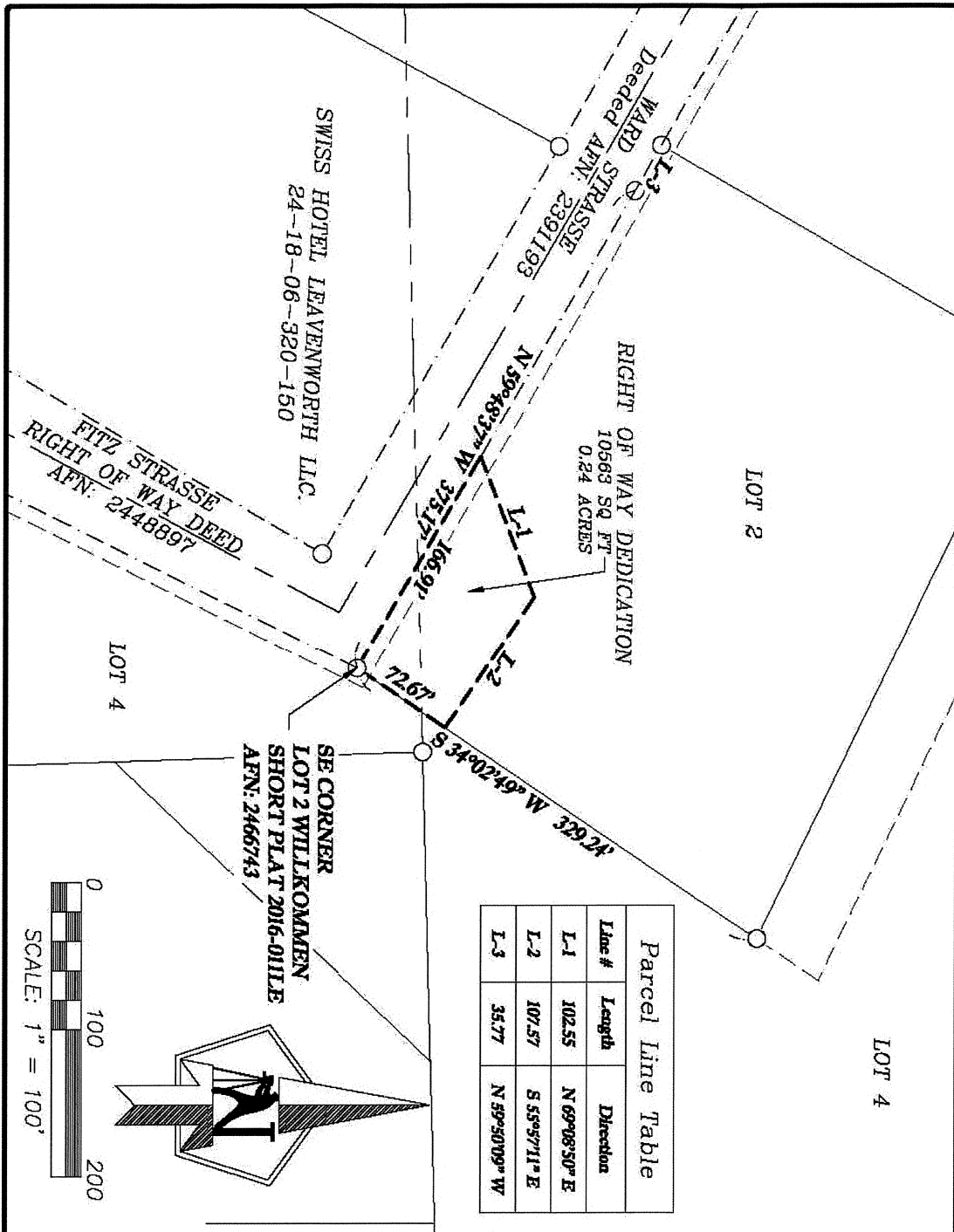
Basis of Bearing Washington State Plane NAD 83/91, multiply by a combined scale factor of 1.000071856 to derive ground distance if desired.

Beginning at the Southeast corner of said Lot 2 thence North 59°48'37" West along the South line of said Lot 2 and the northerly right of way of Ward Strasse a distance of 166.91 feet;

thence North 69°08'50" East a distance of 102.55 feet;

thence South 55°57'11" East a distance of 107.57 feet to a point on the East line of said Lot 2; thence South 34°02'49" West along the East line of said Lot 2 a distance of 72.67 feet to the Point of Beginning.

EXHIBIT B
Turn Around Diagram & Specifications



Parcel Line Table			
Line #	Length	Direction	
L-1	102.55	N 69°08'50" E	
L-2	107.57	S 55°57'11" E	
L-3	35.77	N 59°50'09" W	

18018 PROJ. NO. DATE: 2018-02-05 FILE: 2018-02-02 LINK TRANSIT DEED-ELEMENT	CITY OF LEAVENWORTH WARD STRASSE DEED EXHIBIT B CITY OF LEAVENWORTH WASHINGTON	 Northwest GEODIMENSIONS TURNING YOUR IDEAS INTO REALITY THROUGH INNOVATION INTEGRITY AND PERSONAL SERVICE
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EXHIBIT C
Deed for Right of Way & Bill of Sale

[See next 8 pages]

After Recording Return to:

CITY OF LEAVENWORTH
POST OFFICE BOX 287
LEAVENWORTH, WA 98826

DEED FOR RIGHT OF WAY

Grantor: CHELAN-DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA, D/BA LINK
TRANSIT, a Washington municipal corporation
Grantee: CITY OF LEAVENWORTH, a Washington municipal Corporation
Abv. Legal: Ptn Lot 2, City of Leavenworth SP 2016-011LE, AFN 2466743 Add'l on P. 3
Tax Parcel: 241806330350

THE GRANTOR, CHELAN-DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA, D/B/A LINK TRANSIT, a municipal corporation of the State of Washington (“Link Transit”), for and in consideration of the mutual benefits to the parties and satisfaction of a condition of an Interlocal Agreement between the parties, conveys and warrants to CITY OF LEAVENWORTH, a municipal corporation of the State of Washington (“City”), for purposes of operation and maintenance of a public right of way, the following described real estate, situated in the County of Chelan, State of Washington (the “Property”):

See **EXHIBIT A**, attached hereto and incorporated herein by reference

The Property is depicted on **EXHIBIT B**, attached hereto and incorporated herein by reference and is identified therein as “RIGHT OF WAY DEDICATION.”

SUBJECT TO: Matters disclosed in **EXHIBIT C**

SUBJECT TO: Requirement set forth in Section 9 of that certain Interlocal Agreement between the City and Link Transit, dated [REDACTED] 2018, to share proceeds of any future sale of the Property by the City with Link Transit. Pursuant to Section 9 of the Agreement, Link Transit shall be entitled to share equally in the proceeds of any future sale of the Property by the City to a third

EXHIBIT A

Ward Strasse

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Basis of Bearing Washington State Plane NAD 83/91, multiply by a combined scale factor of 1.000071856 to derive ground distance if desired.

Beginning at the Southeast corner of said Lot 2 thence North $59^{\circ}48'37''$ West along the South line of said Lot 2 and the northerly right of way of Ward Strasse a distance of 166.91 feet;
thence North $69^{\circ}08'50''$ East a distance of 102.55 feet;
thence South $55^{\circ}57'11''$ East a distance of 107.57 feet to a point on the East line of said Lot 2; thence South $34^{\circ}02'49''$ West along the East line of said Lot 2 a distance of 72.67 feet to the Point of Beginning.

EXHIBIT B

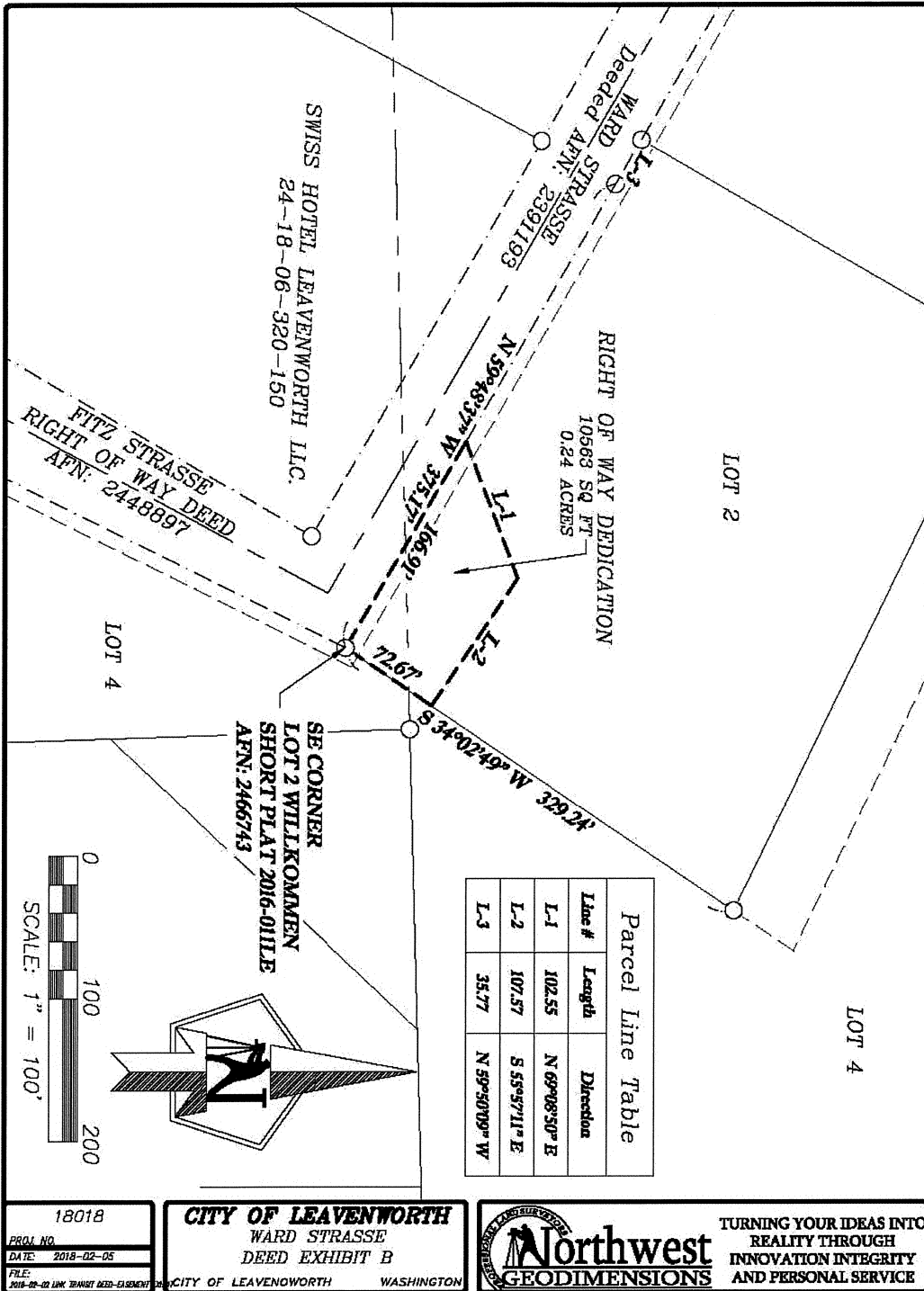


EXHIBIT C

EXCEPTIONS TO TITLE
(Add list from title report)

BILL OF SALE

CHELAN-DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA/D/B/A LINK TRANSIT, "Seller," for and in consideration of the mutual benefits to the parties and satisfaction of a condition of an Interlocal Agreement between the parties, sells and conveys to CITY OF LEAVENWORTH "City", a municipal corporation, the following described "Property" and all improvements located on said property.

See **ATTACHMENT 1**
attached hereto and incorporated herein by this reference

In making the conveyance, Seller warrants to the City that the improvements are fit for use as a Turn-Around and Park and Ride and that they have been constructed in accordance with the conditions and standards previously approved by the City. Seller further warrants that all claims for labor, material, taxes or other indebtedness which might be a lien against the improvements have been paid.

Seller guarantees for a period of one year from the date of completion of the improvements that the improvements will be free of defects in labor and materials and Seller covenants and agrees to repair, replace or correct any defect in work or materials which is discovered during the applicable period, without cost to the City.

The Seller warrants to the City that said Seller owns said Property and has full right and title to dispose of the same.

DATED this ____ day of _____, 2018.

CHELAN-DOUGLAS PUBLIC TRANSPORTATION
BENEFIT AREA, D/B/A LINK TRANSIT

By _____

(Print Name)
(Title)

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

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 CHELAN-DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2018.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

ACCEPTED _____, 2018.

CITY OF LEAVENWORTH

By _____
By: _____ *(Typed Name)*
Its _____ *(Title)*

ATTACHMENT 1
Description of Property