

CHELAN COUNTY PUBLIC WORKS

Return Address:

Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

Document Title: Right-of-Way Use Agreement for Hay Canyon Park and Ride Driveway
Grantor(s): Chelan County
Grantee(s): Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit
Legal Description: Part of the SW of Section 32, T. 24 N. R. 19 E.W. M.
Assessor's Tax Parcel ID: 241932310375

Filed with the Auditor pursuant to Chapter 65.08 RCW

**RIGHT OF WAY USE AGREEMENT FOR
DRIVEWAY TO HAY CANYON PARK N RIDE**

THIS AGREEMENT is entered into this 30th day of June, 2026, by and between Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit, a Washington municipal corporation ("Link"), and Chelan County, a Washington municipal corporation ("County").

RECITALS

- A. Link owns real property located at 5816 Sunburst Lane, Cashmere, Chelan County, Washington, Chelan County Parcel No. 241932310375, PID 70649..
- B. The Property abuts Sunburst Lane and Goodwin Road as depicted at Exhibit "B".
- C. Link intends to construct a driveway as an access to its future Hay Canyon Park N Ride which will encroach on the County's rights-of-way for Sunburst Lane and Goodwin Road. The location of the proposed driveway is shown in Exhibit C.

RIGHT OF WAY USE AGREEMENT
FOR HAY CANYON PARK N RIDE

D. The County Engineer has determined that the proposed driveway that will encroach upon the county rights-of-way, as depicted in Exhibit C, will not materially affect the County's rights to and use of its rights-of-way maintained as required by this Agreement.

E. The County authorizes the use of the rights-of-way for a driveway, as described in Exhibit A and depicted in Exhibits B and C, within the County rights-of-way, in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants, promises and conditions in this Agreement, the parties agree as follows:

1. Location of Rights of Way. Link acknowledges and admits the existence of the County rights-of-way for Sunburst Lane and Goodwin Road as described in Exhibit A and depicted on Exhibit B.

2. Authorization for Encroachment. After approval of an access permit by the Department of Public Works, which will prescribe the location of the access point off of Sunburst Lane, Link may construct and maintain the driveway, including any necessary related improvements or safety features (hereinafter referred to as "Encroachment") as depicted at Exhibits B and C. Link acknowledges and admits that the Encroachment is an encroachment in the County rights-of-way. The County's knowledge of the Encroachment and execution of this Agreement shall not constitute waiver, abandonment, or estoppel of its rights in the rights-of-way. The Encroachment in the County rights-of-way, or the nature of its use, may not be enlarged or altered without the written permission of the County and amendment of this Agreement.

3. Easement for Inspection, Emergency Repairs. Link hereby grants to the County an easement to enter Link's property at any time to inspect the Encroachment and, if necessary, to perform emergency maintenance and repairs to the Encroachment to carry out the provisions of this agreement as the County shall determine to be necessary and appropriate.

4. Link's Covenant to Maintain. Link agrees to, and shall at all times, maintain the Encroachment in a condition satisfactory to the County Engineer. The County has no responsibility for the maintenance of the Encroachment authorized by this Agreement. Link shall not allow the Encroachment to be or become a hazard to the traveling public or to other property owners, nor to endanger the integrity of the roadway, rights-of-way drainage, or utilities located in the rights-of-way. The covenant to maintain the Encroachment includes Link's covenant to obtain and keep in force policies of insurance as required by this agreement. Link agrees that

Link's default of its covenant to maintain the Encroachment in the required satisfactory condition will result in the Encroachment constituting a public nuisance, detrimental to public health, safety, and welfare. Link agrees to abate such nuisance within a reasonable time, whether by repair or removal of the nuisance and restoration of the rights-of-way. If Link fails to promptly abate said nuisance, Chelan County may abate the nuisance by any lawful means and may recover its costs of abatement, including reasonable attorneys' fees and costs, and place liens upon Link's real property as authorized by state law. Link's failure to abate said nuisance within a reasonable time shall be considered a material breach of this agreement. "Reasonable time" shall be considered to require action in an immediate, expeditious and timely manner in an emergency circumstance and to be not more than thirty (30) days in a non-emergency circumstance.

5. Underground Facilities/Utilities. Link is aware that Utilities or "Facility Operators" (*see* RCW 19.122.020(13)) utilize the rights-of-way and Link will adhere to its responsibilities under Chap. 19.122 RCW. Link shall contact and work with persons, companies, franchisees, or utilities (hereinafter "Utility") who have facilities in the rights-of-way when excavating for the construction and/or maintenance of the access and driveway to its Park N Ride. If it is required that a Utility's systems or facilities be relocated to accommodate Link's work within the rights-of-way, it will be Link's responsibility to negotiate with the Utility and pay for the costs for relocation if so required by the Utility.

6. Removal or Relocation of Encroachment. If the County Engineer, or the successor position, determines that removal or relocation of the Encroachment is necessary to construct or install street improvements, or to use the rights-of-way for public purposes, the County Engineer, or the successor position, shall submit a written request for the removal or relocation to Link at least 365 days before the required removal or relocation must be completed. The County and Link shall work cooperatively in good faith to determine a suitable relocation for Link's driveway. The County warrants that no request by the County for removal shall be made for a period of three years following the effective date of this agreement. Removal and relocation of the Encroachment shall be at Link's cost and expense.

7. Termination. This agreement may be terminated by mutual written agreement of the parties, by the total removal of the Encroachment to accommodate road improvements or other public uses as set forth in paragraph 5 above, Link's conveyance of the Property, or by Link's material breach of this agreement. In the event Link intends to convey the property, Link shall remove the Encroachment before such conveyance.

8. Indemnification. Link, for itself, its successors, and assigns, agrees to indemnify and hold the County harmless from and against any loss, liabilities, claims, demands or causes of action (including any costs and attorneys' fees incidental to the defense thereof by the County), for deaths or injuries to persons or loss of or damage to property or environmental damage sustained by Link, its representatives,

agents or consultants, guests or invitees, or any other person or entity arising out of or in connection with the maintenance and/or use of the Encroachment on the County rights-of-way, except for loss, liabilities, claims, demands or causes of action caused by the negligence or willful misconduct of the County, its officers, employees, representatives, agents or consultants. In the event of any such loss, liability, claim, demand or cause of action caused by the joint negligence of Link, its representatives, agents, consultants, guests, or invitees, and the County, Link's indemnification of the County shall be enforceable to the extent of Link's negligence. If any action or proceeding is brought against the County by reason of such claim, Link, upon notice from the County, shall defend the same at Link's expense through legal counsel reasonably satisfactory to the County. Link shall give the County prompt notice in the event of casualty or accidents involving the Encroachment. Link's indemnity of the County shall survive termination of this Agreement.

9. Insurance. Link covenants to maintain policies of insurance during the term of this agreement with insurance providers authorized to do business in the state of Washington, providing personal injury and property damage liability coverage in the amount of at least \$3,000,000 per occurrence and in aggregate for each policy period. If a deductible applies to any claim, the payment of the deductible shall be the responsibility of Link, notwithstanding any claim of liability against the County. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000. The insurance required of Link by this agreement shall be endorsed to include Chelan County as an additional insured. Before entering this agreement, Link shall provide current certificates of insurance evidencing the required insurance and endorsement of additional insured. During the term of this agreement, upon written request by the County, Link shall furnish the County with current certificates of insurance evidencing such coverage within fourteen (14) days of such request. Owner's insurance carriers shall provide thirty (30) days' prior written notice of policy cancellation to the County. Failure of Link to maintain required insurance shall constitute a material breach of the agreement upon which the County may, after giving five (5) business-days' notice to Link, immediately terminate the agreement.

10. Notices. All notices required under this Agreement shall be in writing and deemed to have been given and received: (i) when personally delivered to the party at the address below; (ii) when sent by facsimile transmission with confirmed receipt, or (iii) forty-eight (48) hours after being mailed by certified mail with return receipt requested. Notices and invoices shall be sent to the following addresses:

If to the County:	Chelan County Public Works 316 Washington Street, Suite 402 Wenatchee, WA 98801 (509) 667-6415
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If to Link:	Link Transit
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2700 Euclid Avenue
Wenatchee, WA 98801
(509) 664-7638

Each Party shall have the right, by written notice given to the other pursuant to the provisions of this paragraph, to change from time to time the respective addresses at which notice shall be given.

11. Not Assignable so as to Run with the Land. All provisions of this Agreement, including the benefits, burdens, and any encumbrances, DO NOT and WILL NOT run with the land and WILL NOT be binding upon and inure to the benefit of assigns, licensees, invitees, successors, tenants, and employees of the County and Link. The County shall record this Agreement with the Chelan County Auditor.

12. Waiver. No waiver by the County of any breach, term or condition of this agreement shall be deemed or construed as a waiver of any other or subsequent breach, term or condition. No waiver shall be effective unless in writing.

13. Applicable Law; Venue. This agreement shall be governed by the laws of the State of Washington. Venue shall be in Chelan County Superior Court.

14. Entire Agreement. This document and its Exhibits contain the entire agreement between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date referenced above.

DOCUMENT SUBMITTED
IS A PHOTOCOPY

LINK:

APPROVED by the Board of Directors of

the Chelan-Douglas Public

Transportation Benefit Area, d/b/a

Link Transit at an Open

Public Meeting on the 14th day of June 2026.

By: Erin McCardle
Erin McCardle, Chairperson

ATTEST:

Selina L. Danko
Clerk of the Board
Selina L. Danko

APPROVED AS TO FORM

Erin McCool
Erin McCool
Attorney for Link

THE COUNTY:

Dated at Wenatchee, Washington this 30th day of June, 2026.



BOARD OF CHELAN COUNTY
COMMISSIONERS

Shon Smith

SHON SMITH, Chair

Kevin Overbay
KEVIN OVERBAY, Commissioner

Brad Hawkins

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Anabel Torres
Clerk of the Board

Date: 6/30/26

APPROVED AS TO FORM

Stewart R. Smith

STEWART R. SMITH
Deputy Prosecuting Attorney

Date: 6/24/2026

APPROVED:

Eric Pierson

ERIC PIERSON, P.E.
Director/County Engineer

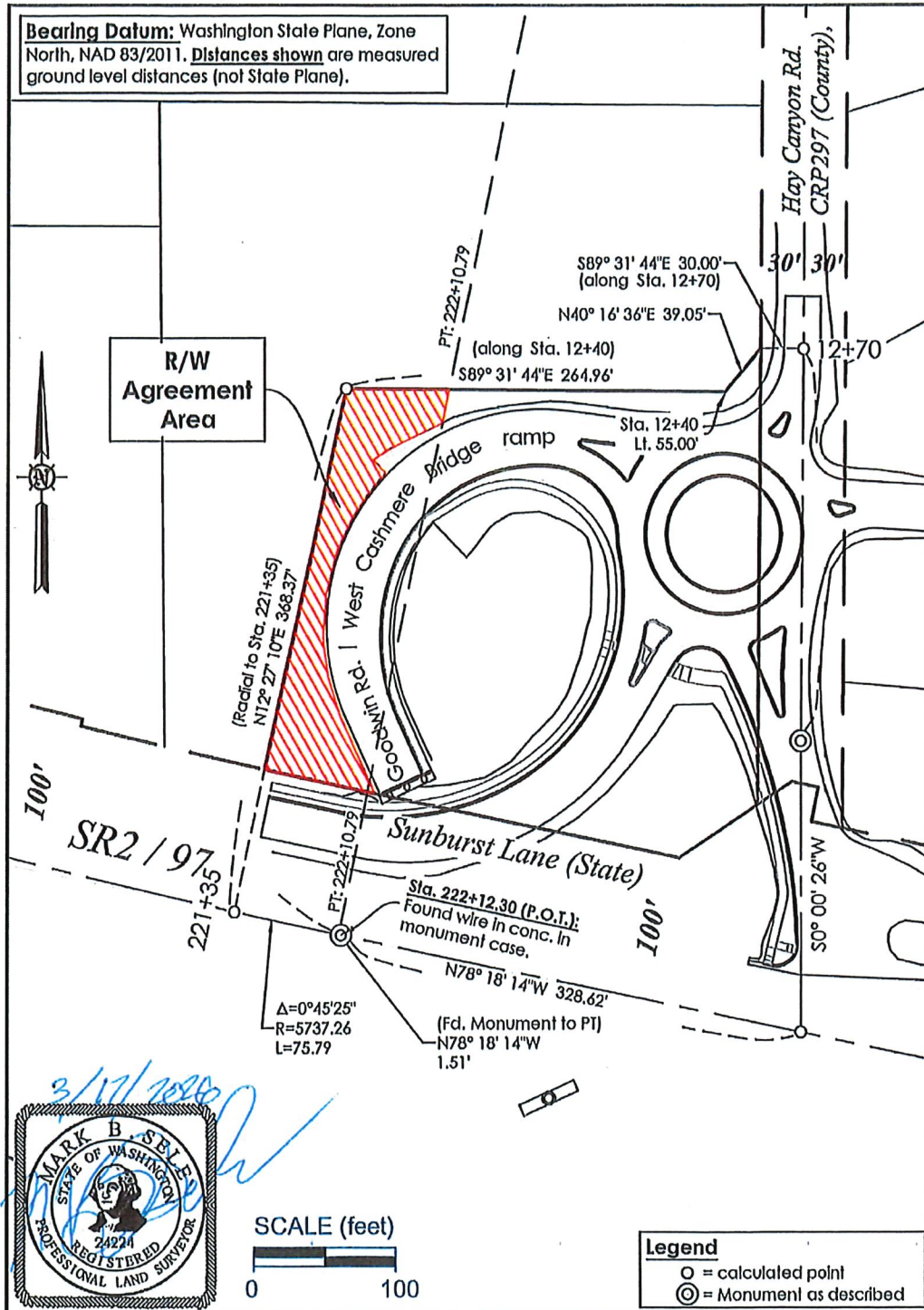
Date: 6/29/26

EXHIBIT A

AGREEMENT AREA DESCRIPTION:

That portion of the Southwest quarter of Section 32, Township 24 North, Range 19 East of the Willamette Meridian, Chelan County, Washington as described in Statutory Warranty Deed, recorded under Auditor's File Number (AFN) **2512888**, lying Westerly of the Goodwin Road/West Cashmere Bridge ramp, also any portion thereof lying westerly of Engineer's Right-of-way Station PT 222+10.79. Said permit area depicted on Exhibit "B"

EXHIBIT B



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EXHIBIT C

