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NO EXCISE TAX REQUIRED
Chelan County Treasurer
David E. Griffiths

By: Shauna 3/9/2022
Deputy

PUBLIC EASEMENT AND MAINTENANCE AGREEMENT

Grantor: Chelan Bay Homeowners Association, a Washington nonprofit corporation

Grantee: City of Chelan, a Washington municipality

Legal Description (abbreviated): Tract A, Plat of Chelan Bay, and ptn. SR 97A right of way, Blk. 8, Plat of Lake Park, Chelan County, Washington. Additional legal on page 1.

Assessor's Tax Parcel ID#: Ptn. 272214662228

I. PARTIES

1.1 HOA. CHELAN BAY HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation (the "HOA").

1.2 Grantee. CITY OF CHELAN, a Washington municipality (the "City").

II. PROPERTY

2.1 The HOA owns the following described real property located in Chelan County, Washington:

Tract A of the Plat of Chelan Bay, recorded March 9, 2022, under Chelan County Auditor's File No. 2563597 ("Tract A").

2.2 The following described real property is public right-of-way located in Chelan County, Washington:

That portion of State Route 97A right of way located within Block 8, Lake Park, according to the plat thereof recorded in Volume 1 of Plats, at page 27, records of Chelan County, Washington, and vacated Pine Street, said plat, lying northerly of the northerly edge of pavement for said State Route; lying westerly of the centerline of vacated Pine Street; and lying easterly of line perpendicular to the centerline of said State Route extended southerly from the point of intersection of the northerly right of way line of said State Route with the centerline of vacated Boulevard Avenue, said plat of Lake Park ("Right of Way").

The Right of Way and Tract A are collectively referred to herein as the "Greenbelt".

PUBLIC EASEMENT AND MAINTENANCE AGREEMENT

III. PUBLIC EASEMENT

3.1 Grant of Easement. The HOA hereby grants to the City, for the benefit of the public, a nonexclusive easement in gross as described herein of the type described herein for the purposes described herein (the "Easement").

3.2 Consideration. This Easement is for and in consideration of the approval of the plat of Chelan Bay, recorded under Chelan County Auditor's File No. 2563597 (the "Plat"), and the mutual benefit of the parties herein, the receipt and sufficiency of which is hereby acknowledged.

3.3 Purpose. The purpose of this Easement is for pedestrian ingress and egress to Lake Chelan, a walking and biking trail along the frontage of the Plat, a park, public parking areas, and other recreational purposes; provided that no overnight uses or camping shall be allowed at any time and further provided that all such uses shall be subject to reasonable rules and regulations that the HOA may adopt from time to time.

3.4 Burdened Property. This Easement is to burden Tract A (also referred to herein as the "Burdened Property").

3.5 Benefited Party. This Easement is to benefit the public.

3.6 Appurtenant Easement. The burdens granted and imposed by this instrument shall run with the Burdened Property described herein.

3.7 Location of Easement. The location of the Easement covers the entirety of Tract A and the improvements within the Easement are generally depicted in the attached Exhibit "A".

3.8 Term of Easement. The term of this Easement is perpetual.

IV. MAINTENANCE AGREEMENT

4.1 Construction of Trail, Access, Landscaping, and Other Improvements. Pursuant to the terms and conditions of the approval of the Plat, the developer of the Plat is to construct a walking and biking trail along the frontage of the Plat within the Greenbelt (the "Lakeside Trail") and construct or install landscaping (to include a grassy play area), viewing platforms, required signage, a public swimming area adjacent to Tract B of the Plat, public parking, and other improvements within the Greenbelt in accordance with the conditions of approval for the Plat, the Shoreline Master Program, the Chelan Bay Mixed Use Development Mitigation Plan (July 2019), and in accordance with approved trail designs and/or site plans. The improvements within the Greenbelt and Tract B to be completed by the developer of the Plat are generally depicted in the attached Exhibit "A". All construction, improvements, and other work within the Right of Way is not covered by this Agreement and shall be done pursuant to a separate Permit for Work Within the Right of Way between the City and the developer of the Plat. Upon completion of the improvements within Tract B and approval of the Plat, the developer of the Plat is to convey Tract B to the City pursuant to the terms and conditions of the approval of the Plat.

4.2 Maintenance. The HOA shall be responsible for the maintenance and irrigation of the landscaping within the Greenbelt in perpetuity. The landscaping installed within the Plat and/or the Right of Way pursuant to the separate mitigation plan required in connection with the Plat approval shall be maintained and monitored for the 5-year period pursuant to the terms of the mitigation plan. The remainder of the landscaping to be installed within the Greenbelt shall be reasonably maintained by the HOA, provided that the HOA shall have the discretion to modify and/or replace plantings based on survivability and suitability for the area, as generally consistent with the overall approved site plan. The City shall pay the irrigation water costs and monthly fees directly related to irrigation of the Greenbelt, based on the irrigation water utilized on the Greenbelt according to the irrigation water meter to be installed by the developer of the Plat. The City shall provide not less than three (3) garbage receptacles within the Greenbelt. The City shall approve the location and type of garbage receptacles and the garbage service shall be determined solely by the City. The City shall be responsible for the maintenance of the trail within the Right of Way and the maintenance of the wayfinding signage installed by the developer. Snowplowing of private roads shall be the responsibility of the HOA and shall not impede the Lakeside Trail.

4.3 Indemnification. The City shall indemnify, defend, and hold the HOA harmless from any claims arising from or in any way related to any use of the Greenbelt, by anyone other than a member of the HOA. This provision shall be interpreted to include, but not be limited to, any liability incurred by way of any injury to anyone not a member of the HOA from use of the Greenbelt, by access to Lake Chelan across or through the Greenbelt, by use of Lake Chelan through access across the Greenbelt, or any injury in any other way related to use of the Greenbelt or access to Lake Chelan from the Greenbelt.

V. MISCELLANEOUS

5.1 Successors and Assigns. This Agreement shall run with the land and be binding upon the owners, their heirs, successors and assigns and shall inure to the benefit and burden of the owner within the real property described above.

DATED this 28 day of January, 20212

“HOA”

CHELAN BAY HOMEOWNERS ASSOCIATION
A Washington Nonprofit Corporation

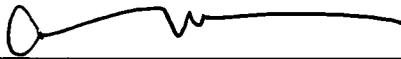
By 
Printed Name: Chris Martin
Title: Sole Director

EXHIBIT A

GREENBELT LANDSCAPE PLAN

