



CITY OF WENATCHEE

P.O. BOX 519 ● WENATCHEE, WASHINGTON 98807-0519 ● (509) 888-3202

**DEPARTMENT OF PUBLIC WORKS
PRE-APPROVED PLANS POLICY**

Policy R-14: Right-of-Way Hold Harmless Agreement

This Agreement (“the Agreement”) between the City of Wenatchee, a Washington municipal corporation, (“the City”) and _____ (“the Owner(s)”) is entered into this _____ day of _____, _____.

To further the goal of passive and active use of the public right-of-way which benefits the City and the adjacent property owner, the City hereby agrees to allow the Owner(s) to install a _____ (‘the Improvements’) in the following described portion of the right-of-way abutting the following described property.

Description of portion of right-of-way to be improved (“the Right-Of-Way”):

See Exhibit A

Legal description of abutting property (“the Property”):

See Exhibit B

In consideration for being allowed to install the Improvements, the Owner(s) agree as follows:

- 1) At the sole discretion of the City, and for whatever reason the City decides removal is necessary, Owner(s) agree to completely remove the Improvements from the Right-Of-Way by any date chosen by the City. The owner may propose to relocate the improvements to an alternate location which will be reviewed by the City. The cost of removing or relocating the Improvements will be the sole responsibility of Owner(s). Any damage to the Improvements resulting from removal or occurring while removed shall also be the sole responsibility of the Owner(s). At its sole discretion, the City may agree to removal of less than all of the Improvements in the Right-Of-Way.
- 2) If Owner(s) should fail to completely remove the Improvements in compliance with Section 1 above and by the date given by City, Owner(s) agree that City may remove the Improvements. Owner(s) agree to reimburse the City for all costs incurred by the City in removing the Improvements and to hold the City harmless for any damages to the Improvements that may result from removing them or that occur while the Improvements are removed. Owner(s) agree

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that City has the sole discretion to determine the amount of the costs incurred to effect the removal. Owner(s) agree to restore the Right-Of-Way to its condition prior to removal at Owner(s)' sole expense and by any date chosen by the City unless the City informs the Owner(s) that the Right-Of-Way may no longer be used. Owner(s) may submit a new plan for restoration of the Right-Of-Way to the City, which at City's sole discretion may or may not be approved. However, unless the City agrees to an extension of time to restore the Right-Of-Way, submission of a such a plan does not extend the time originally given to Owner(s) to restore the Right-Of-Way. In the event Owner(s) fail to restore the Right-Of-Way in compliance with this section, and by the date given by City, Owner(s) agree City may restore the Right-Of-Way to any condition it chooses. Owner(s) shall not alter or replace any restoration work done by the City without prior written approval from the City.

- 3) City agrees that it will act reasonably in its actions and decisions under the Agreement.
- 4) Owner(s) agree to defend, indemnify and hold harmless the City, its Council, officers, agents, boards, commissions and employees ("the Corporation") from any claim, real or imaginary, filed against the Corporation alleging damage or injury caused by the fault of the Owner(s), their officers, agents, boards and employees and/or the Corporation arising out of the installation, existence, use and maintenance of the Improvements; provided, however, that this obligation to defend, indemnify and hold harmless shall not apply where damage or injury is caused by the sole fault of the Corporation. "Fault" as used herein shall have the same meaning as set forth in RCW 4.22.015. This provision includes but is not limited to all costs and expenses, including attorney's fees, incurred by the Corporation in investigating or defending any such claim.
- 5) Owner(s) shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the installation, existence, use and maintenance of the Improvements, except for injuries and damages caused by the sole negligence of the City.

DATED at Wenatchee, this is entered into this _____ day of _____, _____.

(Sign in blue ink)

(Individuals Only)

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

(Individuals Only)

STATE OF WASHINGTON)
) SS.
County of Chelan)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the Right-of-Way Landscaping Improvement Hold Harmless Agreement and acknowledged _____ that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

My commission expires: _____

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(Partnerships Only)

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint Venture)

By General Partner

By General Partner

By General Partner

(Partnerships Only)

STATE OF WASHINGTON)
) SS.
County of Chelan)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned _____ and _____ sworn, _____ personally appeared _____ and _____ to me, known to be general partners of _____, the partnership that executed the Right-of-Way Encroachment Harmless Agreement and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

My commission expires: _____

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(Corporations Only)

OWNER(S) OF REAL PROPERTY

(Name of Corporation)

By President

By Secretary

(Corporations Only)

STATE OF WASHINGTON)
) SS.
County of Chelan)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned _____ and _____ sworn, _____ personally appeared _____ and _____ to me, known to be the President and Secretary, respectively, of _____, the corporation that executed the Right-of-Way Landscaping Improvement Hold Harmless Agreement and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

My commission expires: _____

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