

**ARENA ROAD RIGHT OF WAY TRANSFER AGREEMENT  
BETWEEN  
CITY OF WEST RICHLAND  
AND  
CITY OF RICHLAND**

THIS AGREEMENT IS ENTERED into by and between the CITY OF WEST RICHLAND, a municipal corporation of Benton County, Washington, hereinafter referred to as "West Richland" and CITY OF RICHLAND, a municipal corporation of Benton County, Washington, hereinafter referred to as "Richland", and is effective upon execution by both parties.

WHEREAS, the City of West Richland and the City of Richland are authorized to enter into interlocal cooperation agreements as set forth in Chapter 39.34 RCW, and

WHEREAS, the City of West Richland and the City of Richland share an urban growth area boundary along Arena Road; and

WHEREAS, the City of West Richland received the full width of Arena Road in a transfer from Benton County in May, 2007. Washington State law directs that Counties transfer the entire width of rights of way adjacent to properties annexed into cities;; and

WHEREAS, the Badger South Subarea annexed into the City of Richland in December, 2010;

WHEREAS, utility infrastructure needed to support the Badger South Subarea will be routed within the Arena Road right of way; and

WHEREAS, current and future development on the south side of Arena Road will likely take services from the City of Richland; and

WHEREAS, transfer of the south half of Arena Road to Richland would simplify development permitting by providing Richland control over a public street right of way in which to locate utility infrastructure; and

WHEREAS, transfer of the south half of Arena Road would result in shared maintenance responsibility between the Cities; and

WHEREAS, shared maintenance will align with funding sources for street maintenance once properties on the south side of Arena Road are annexed into the City of Richland.

NOW, THEREFORE, West Richland and Richland agree to the following:

Section 1    General



- 1.1 West Richland shall execute a quit claim deed transferring the south half of Arena Road adjacent to the Cities' common urban growth boundary to the City of Richland within sixty days of the date this agreement is executed
- 1.2 West Richland shall require developing properties along the north side of Arena Road to complete frontage improvements including asphalt street widening, curbs, gutters, sidewalks, storm drainage and street lighting, subject to limitations on its permitting authority for development outside the City limits.
- 1.3 Richland shall require developing properties along the south side of Arena Road to complete frontage improvements including asphalt street widening, curbs, gutters, sidewalks, storm drainage and street lighting, subject to limitations on its permitting authority for development outside of the City limits.
- 1.4 West Richland and Richland shall install and maintain roadside traffic signs on each Cities' respective side of the road, all signs being governed by the Manual of Uniform Traffic Control Devices.
- 1.5 West Richland and Richland shall each be responsible for pavement, curbs, gutters and sidewalk maintenance on its respective half of the Arena Road. The Cities will make their best efforts to coordinate schedules for repaving work to occur at the same time.
- 1.6 West Richland and Richland will alternate responsibility for street sweeping and snow and ice control by season. Richland will perform snow and ice control and street sweeping during odd numbered years. West Richland will perform snow and ice control and street sweeping during even numbered years. For snow and ice control the responsibility will begin on October 1<sup>st</sup> of the year prior to each Cities' assigned year.
- 1.7 Richland will be responsible for striping and pavement markings along Arena Road, except for the westbound intersection control at the Dallas Road intersection, which will be the responsibility of West Richland.

## Section 2      Notices

- 2.1 Written notice shall be directed to the parties as follows:

To Richland:

City of Richland  
505 Swift Boulevard, MS#26  
Richland, WA. 99352  
Attn: Public Works Director

To West Richland:

City of West Richland  
3801 W. Van Giesen



West Richland, WA. 99353  
Attn: City Clerk

Section 3. Dispute Resolutions

- 3.1 The parties desire to avoid and settle without litigation future disputes which may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such disputes. Such negotiations shall first be conducted at the water utility staff level and if unsuccessful, may then proceed to the level of water utility management (Public Works Directors), then to the City's City Manager, Mayor or City Administrator. Should settlement negotiations prove unsuccessful or not be resolved within ninety (90) days, either party may proceed with other legal remedies including, but not limited to litigation.
- 3.2 Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this agreement shall be in Benton County Superior Court.
- 3.3 This Agreement shall be construed, and the legal relations between the parties hereto, shall be determined in accordance with the substantive law of the State of Washington.
- 3.4 The substantially prevailing party in any litigation brought to enforce rights or obligations of either party under this Agreement or any appeal of judgment in such litigation shall be entitled to its costs and reasonable attorney fees.

Section 4. Liability / Hold Harmless

- 4.1 West Richland shall indemnify, defend, and hold harmless the City of Richland, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the City of West Richland, its officers, agents and employees, in the performance of the Agreement. With respect to the performance of this Agreement and as to claims against Richland, its officers, agents and employees, West Richland expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph extends to any claim brought by or on behalf of any employee of West Richland. This paragraph shall not apply to any damage resulting from the negligence of Richland, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Richland, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of West Richland, its officers, agents, and employees.



642 Richland shall indemnify, defend, and hold harmless the City of West Richland, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the City of Richland, its officers, agents and employees, in the performance of the Agreement. With respect to the performance of this Agreement and as to claims against West Richland, its officers, agents and employees, Richland expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph extends to any claim brought by or on behalf of any employee of Richland. This paragraph shall not apply to any damage resulting from the negligence of West Richland, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of West Richland, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of Richland, its officers, agents, and employees.

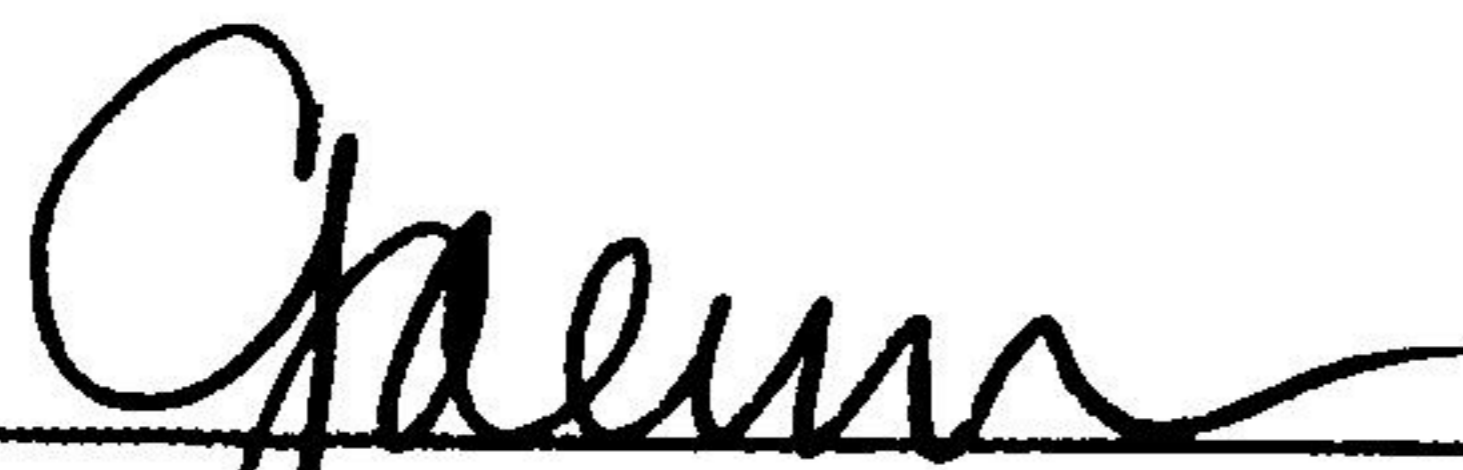
Section 5. Waiver and Entirety

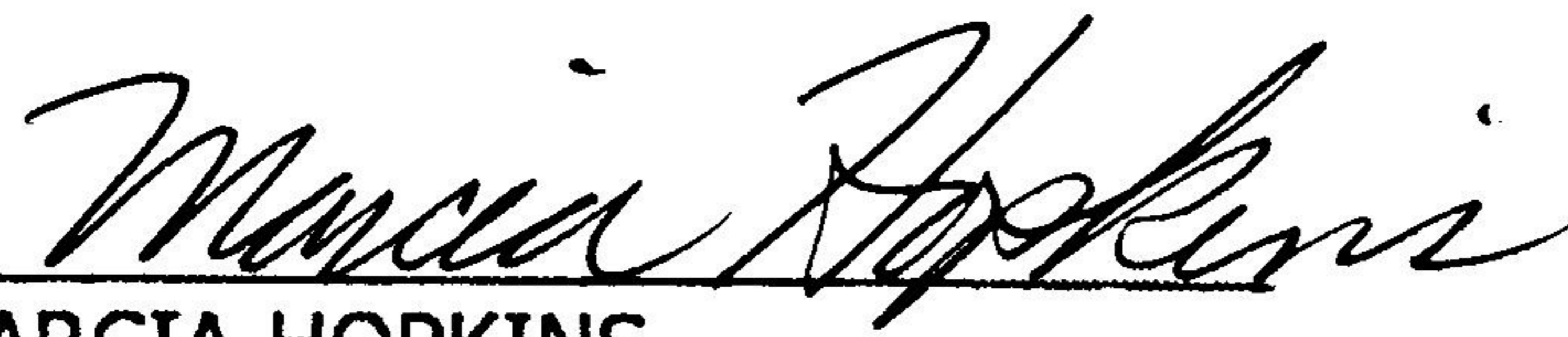
- 5.1 Waiver: No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or conditions, nor shall the waiver of any breach be deemed to construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
- 5.2 This Agreement shall be executed in two duplicate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.




Dated this 25 day of May, 2012

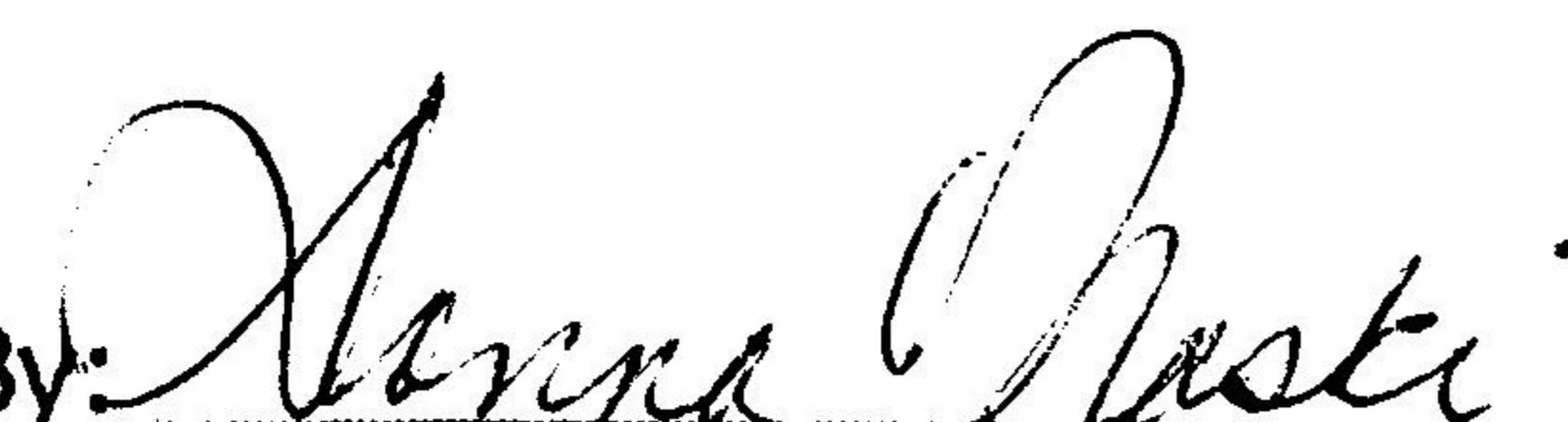
City of Richland

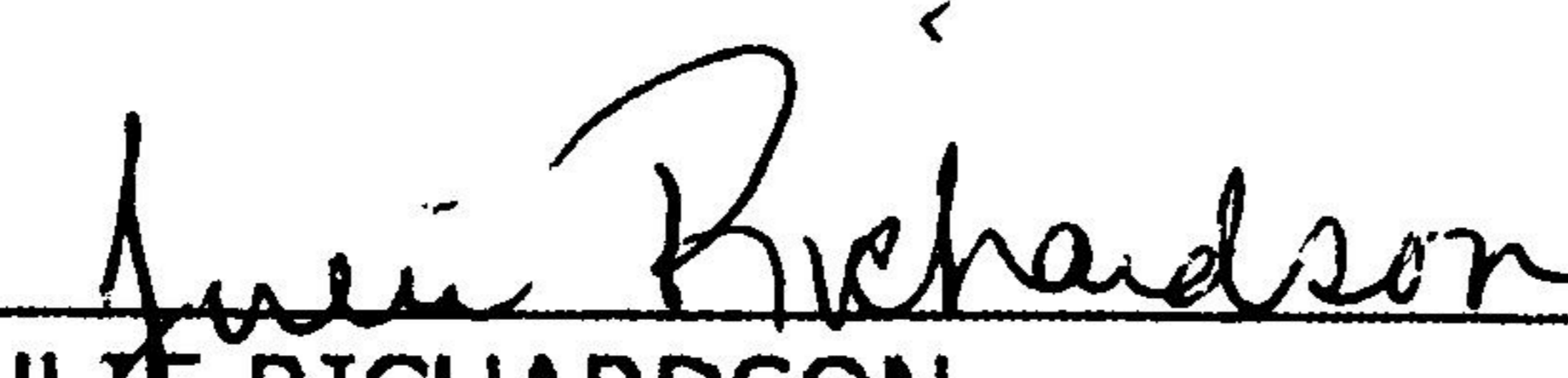
By:   
CYNTHIA D. JOHNSON  
City Manager

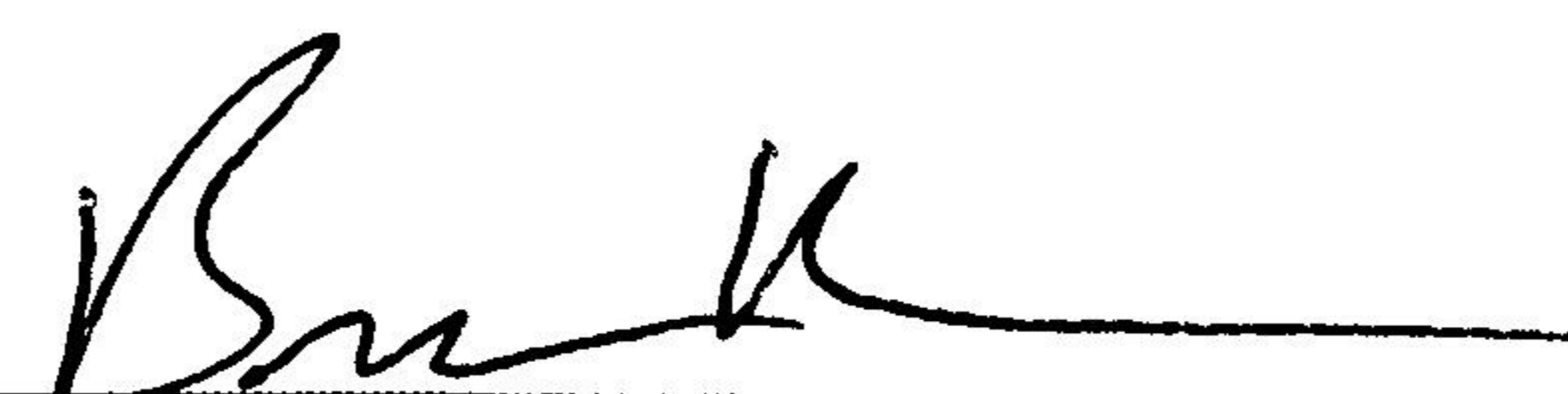
Attest:   
MARCIA HOPKINS  
City Clerk

Approved As to Form:   
THOMAS O. LAMPSON  
City Attorney

City of West Richland

By:   
DONNA NOSKI  
Mayor

Attest:   
JULIE RICHARDSON  
City Clerk

Approved As to Form:   
BRONSON BROWN  
City Attorney



**WHEN RECORDED RETURN TO:**

City Engineer  
City of Richland  
P.O. Box 190  
Richland, WA 99352  
MS#26

COPY

Portion of Parcel # No number Right-of-way

**QUIT CLAIM DEED**

The Grantor, **THE CITY OF WEST RICHLAND**, a municipal corporation, for the transfer of personal property and other good and valuable consideration, in hand paid, conveys and quit claims to **THE CITY OF RICHLAND**, a municipal corporation, any interest the Grantor has or may have, at the date of conveyance, in the property situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein and described as follows:

The Southerly  $\frac{1}{2}$  (as measured along the described centerline, as shown on Short Plats 1401 and 2967) of Arena Road right-of-way, lying in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 9 North, Range 28 East W.M., The City of West Richland, Benton County, Washington. As described by Interlocal Agreement City of West <sup>RICHLAND</sup> & County of Benton Revision of Corporate Boundary (07-401), recorded under Auditor's File Number 2007-020553, records of said County and State.

The right-of-way limits shall be shortened or lengthened to terminate at said centerline of said Arena Road and the Easterly right-of-way of Dallas Road. **Except:** any portion lying Northerly of the Northerly line of said Section 20.

Containing 68,180 square feet, more or less, according to the above and as depicted on the attached **Exhibit "A"**.



Donna Noski

**DONNA NOSKI, MAYOR  
CITY OF WEST RICHLAND**

Bronson J. Brown

**BRONSON J. BROWN, CITY  
ATTORNEY  
CITY OF WEST RICHLAND  
APPROVE AS TO FORM:**

Julie Richardson

**JULIE RICHARDSON, CITY CLERK  
CITY OF WEST RICHLAND**

**ATTESTS:**

STATE OF WASHINGTON )

: Ss.

County of Benton )

On this 16 day of May, 2012, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, **DONNA NOSKI** and **BRONSON J. BROWN**, to me known to be the MAYOR and CITY ATTORNEY, respectively, of the City of West Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

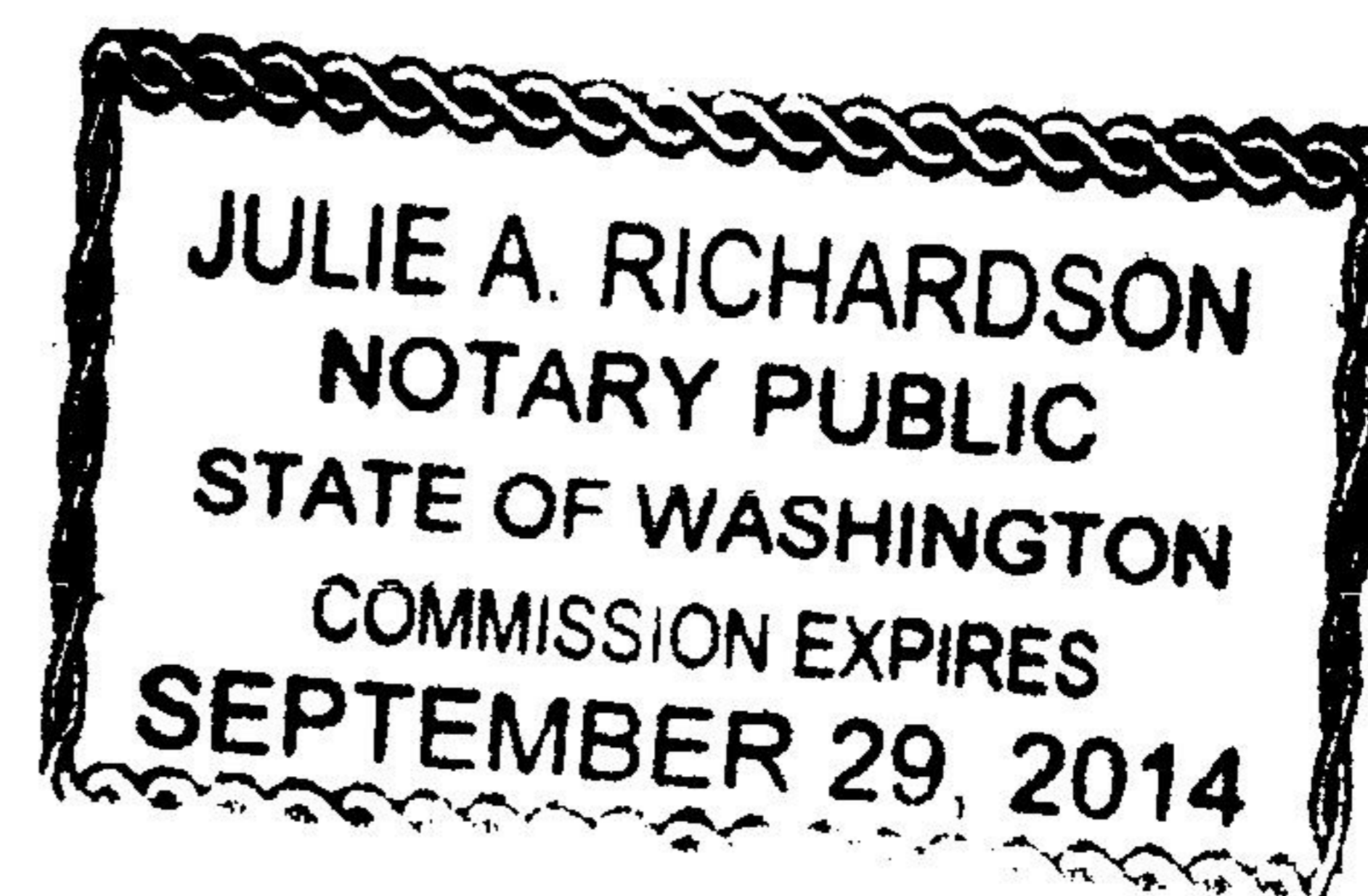
Witness my hand and official seal hereto affixed the day and year first above written.

Julie A. Richardson

NOTARY PUBLIC in and for the State of  
Washington, residing at: West Richland  
My Commission Expires: 9-29-2014

Julie A. Richardson

Print Name





## ARENA ROAD DESCRIPTION

The Southerly  $\frac{1}{2}$  (as measured along the described centerline as shown on Short Plats 1401 and 2967 ) of Arena Road right-of-way, lying in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  , and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 9 North, Range 28 East W.M., The City of West Richland, Benton County, Washington. As described by Interlocal Agreement City of West & County of Benton Revision of Corporate Boundary (07-401), recorded under Auditor's File Number 2007-020553, records of said County and State.

The right-of-way limits shall be shortened or lengthened to terminate at said centerline of said Arena Road and the Easterly right-of-way of Dallas Road.  
**Except:** any portion lying Northerly of the Northerly line of said Section 20.

Containing 68,180 square feet, more or less, according to the above and as depicted on the attached Exhibit "A".

Drpjrpls  
12-0052



