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**INTERLOCAL COOPERATION AGREEMENT  
AND RECIPROCAL EASEMENTS****CITY OF ROSLYN  
CITY OF CLE ELUM  
KITITAS COUNTY****ORIGINAL**

This is an agreement made under the authority of RCW 43.51.040(8) and RCW 39.34.030(2) between the City of Roslyn, City of Cle Elum, and Kittitas County.

1. Purpose. The purpose of this Agreement is to develop and coordinate an underground utilities corridor and recreational area and trail route on what is now the Burlington Northern Railroad right-of-way property commencing at the "Y" in Cle Elum and proceeding from Cle Elum through Roslyn and terminating in the community of Ronald as generally outlined on Exhibit "A" attached hereto and by this reference incorporated herein (the "Rail Corridor"). This agreement is contingent upon the acquisition of the Rail Corridor property by the parties and remains null and void, though executed, until such acquisition is accomplished and deeds recorded.

2. Term. The term of this Agreement commences on December 1, 1994 and terminates December 1, 2034.

3. Rail Corridor Commission. The parties hereby agree to create an Upper Kittitas County Rail Corridor Commission ("Commission"). The Commission shall have six members which shall consist of one City Council member and one citizen each from Roslyn and Cle Elum and one County Commissioner and one citizen from the unincorporated area of Upper Kittitas County. The members of the Commission shall be appointed not later than December 30, 1994 by the respective City Councils and County Commissioners. Roslyn, Cle Elum and Kittitas County shall each appoint one of their respective appointees to a term of two years and the other of their

respective appointees to term of four years. A majority of the members of the Commission shall be required to approve all fiscal matters.

4. Function of the Commission. The Commission is charged with the duty of studying the entire configuration of the Rail Corridor and recommending periodically to the legislative authorities of Roslyn, Cle Elum and Kittitas County, budgets and programs designed to:

a. Preserve public access to the corridor for public trail use and for recreational, cultural and historical purposes;

b. Establish conditions for the installation and operation of underground utilities in the corridor to serve Roslyn, Cle Elum, South Cle Elum and Kittitas County; and

c. Propose annual budgets and long-term development plans to the legislative authorities of Roslyn, Cle Elum and Kittitas County sufficient to accomplish the development and maintenance of the Rail Corridor.

5. Mutual and Reciprocal Easements. Each party to this Agreement hereby grants an easement, for purposes of public recreation and trail use and for underground utilities, to the other parties, which easement is to run along the portion or portions of the Rail Corridor which have been acquired by or deeded to the grantor of such easement. The easement shall be in perpetuity and shall benefit equally the remaining parties to this Agreement. Each party to this Agreement promises and covenants to commit no legislative, ministerial or administrative act which will diminish or limit the benefits of this easement to the remaining parties. However, nothing in this Agreement shall be construed to restrict the right of any of the parties to govern, maintain, replace, control or regulate streets, utilities and any other facilities which are in and along the Rail Corridor within their respective governmental geographical jurisdictions.

6. Trail Routing. Each party may change the routing of the trail through its jurisdiction for purposes of public safety and health so long as the trail remains contiguous and substantially equivalent in capacity. If the new route is not within the Rail Corridor easement a new easement shall be provided which is acceptable to the remaining parties to this Agreement and recorded at the time the route is changed.

7. Initial Development. Each party shall contribute \$5000 at the time of acquisition to a special trail fund account in a bank in Cle Elum or Roslyn, which fund may be drawn upon by the Commission for initial development of the trail.

8. Maintenance and Operations. All income generated by the Rail Corridor properties, and all donations for the trail shall be used only for the benefit of the trail system. The cost of maintaining and operating the Rail Corridor trail that exceeds income and donations, shall be paid for by the parties to this Agreement. Each party shall make an equal contribution to the annual cost of reasonable maintenance and operation not to exceed \$2,000 each in any one year.

9. Joint Budgetary Sessions. The parties hereby agree to have one or more joint meetings between the City Council of Roslyn, the City Council of Cle Elum and the Kittitas County Board of Commissioners in May 1995 and in the month of May of each subsequent year of the term of the Agreement to receive from the Commission its proposed development plans and budgetary proposals for the ensuing year. The parties agree to make their best efforts during these sessions to reach an agreement toward the development and maintenance costs of the Rail Corridor for the purposes set forth herein.

10. Dispute Resolution. Any of the parties to this Agreement may by written 30-day notice to the other parties request a meeting of the parties to consider any item in dispute. If such item remains unresolved after such meeting, each party hereby agrees that the question in dispute shall be submitted to mediation. All parties will participate in this mediation and the costs of such mediation shall be shared equally by all parties to this Agreement. No dispute or mediated settlement shall extinguish to any degree the easements granted to the other parties under this Agreement.

Notices shall be given by registered mail to each party as follows:

Mayor  
City of Roslyn  
13 S. 1st Street  
P. O. Box 451  
Roslyn, WA 98941

Mayor  
City of Cle Elum  
301 Pennsylvania Ave.  
Cle Elum, WA 98922

Chairman of the Board  
Kittitas County  
5th and Main  
Ellensburg, WA 98926

11. Litigation. This Agreement may be specifically enforced by any of the parties. In the event of any litigation arising out of this Agreement, the parties agree that venue will lie in Kittitas County. In the event of litigation between any of the parties to this Agreement arising out of this Agreement, the prevailing party shall be compensated by the non-prevailing party for its attorney fees, costs and assessments which are a consequence of such litigation.

12. Recording. This Agreement shall be recorded in the real property records of Kittitas County.

DATED this 22 day of November, 1994.

ATTEST:

  
\_\_\_\_\_  
City Clerk

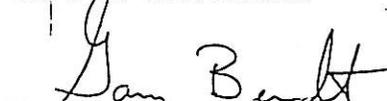
CITY OF ROSLYN

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

CITY OF CLE ELUM

  
\_\_\_\_\_  
Mayor

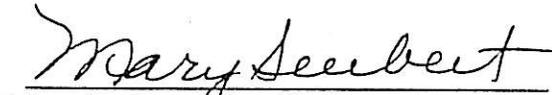
ATTEST:

  
\_\_\_\_\_  
Clerk of the Board



KITTITAS COUNTY BOARD  
OF COMMISSIONERS

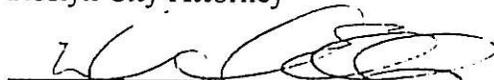
  
\_\_\_\_\_  
Donald E. Sorenson, Chair

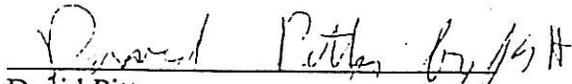
  
\_\_\_\_\_  
Mary Seubert, Vice-Chair

  
\_\_\_\_\_  
Ray Owens, County Commissioner

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patricia Proebsting  
Roslyn City Attorney

  
\_\_\_\_\_  
Darrell R. Ellis  
Cle Elum City Attorney

  
\_\_\_\_\_  
David Pitts  
Prosecuting Attorney County of Kittitas