

WDFW #15-02993

COOPERATIVE AGREEMENT

Between
State of Washington, Department of Fish & Wildlife
 And
City of Snohomish

City of Snohomish Boat Launch

THIS COOPERATIVE AGREEMENT IS entered into this 22nd day of April, 2015, by and between the State of Washington, Department of Fish & Wildlife (hereinafter "WDFW") and the City of Snohomish, whose address is 116 Union Avenue, Snohomish, WA 98290, (hereinafter "City"). The parties intend that this Cooperative Agreement shall remain in effect for a period of thirty (30) years from the date inscribed above and shall automatically terminate thereafter. This Cooperative Agreement shall be binding upon all successors in interest to the parties during said term.

WITNESSETH:

WHEREAS, the City is the owner of record of certain real property located in the County of Snohomish, State of Washington, (hereinafter "the premises"), as more particularly described as follows:

See attached Exhibit A

WHEREAS, WDFW has secured funds for planning, design, permitting (and all associated reports), construction and construction management of a boat launch, parking area, drainage facilities and plantings (hereinafter "the facilities") to improve water access and other recreational opportunities at the premises.

WHEREAS, construction of said facilities at the premises is in the public interest:

NOW, THEREFORE, it is mutually agreed between the parties that WDFW does hereby accept responsibility for planning, designing, permitting, and construction of the facilities, and that the City does hereby accept responsibility for maintaining and allowing public use of the facilities until termination of this Cooperative Agreement.

FOR AND IN CONSIDERATION of the mutual benefits to be derived, WDFW and the City mutually covenant and agree as follows:

1. WDFW shall be responsible for the planning, design, permitting, construction and construction management of the facilities. WDFW shall provide the City with a timeline of the estimated phases of the project. WDFW also will provide engineering/design plans and permit applications to all agencies with permit jurisdiction for review and approval by such agencies and the City prior to commencement of construction. WDFW shall also require its construction contractor to comply with all permit conditions and all applicable Federal, state and Local laws and

regulations. Workmanship of the completed project shall be warranted by the construction contractor for a period of one year.

2. The City shall provide reasonable access to the premises to WDFW and its contractors for the planning, design, permitting, and construction of the facilities. Any contract for construction let by WDFW shall require the contractor prior to commencement of work to indemnify, save and hold harmless the City and provide the City with a certificate of insurance which includes as a named insured, the City, its officers, agents employees and elected officials.
3. WDFW's obligation shall end once the facilities are constructed and has provided as built drawings to the City. The City shall operate and maintain the facilities for public recreational use from completion of construction for the useful life of the facilities or until termination of this Cooperative Agreement, whichever occurs first.
4. Once constructed, the facilities shall be the sole property of the City forever. The best use of the facilities after the termination of this Cooperative Agreement shall be determined by the City.
5. Each party agrees to be responsible for being appropriately self-insured or to obtain adequate liability insurance for its responsibilities, and those of its agents, contractors and employees at the premises. To the extent allowed by law, each party to this Cooperative Agreement agrees to be liable for damages or injuries arising out of the acts or omissions of itself, its agents, contractors, and employees at the premises.
6. To the extent allowed by law, the parties agree to assist each other in presenting a defense of limited liability under RCW 4.24.210 by allowing the public to use said property for outdoor recreation. Provided, however, as the exclusive owner of the facility, this shall not preclude the City in its sole discretion from charging a fee for parking or use of the facility.
7. No provision of this Cooperative Agreement transfers any real property rights from the City to WDFW.
8. Neither the City, nor WDFW, may convert the boat launch site to other uses or revoke this Cooperative Agreement at will.
9. In the design and construction of the facility, WDFW will review and agrees to comply with all easements and covenants affecting the subject property, a copy of which is attached as Exhibit B and incorporated herein by this reference.
10. This instrument contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective employees or agents, which is not contained in this document, is valid, binding, or enforceable.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

Date 4/22/15

CITY OF SNOHOMISH
Larry Bauman
By: Larry Bauman
Title: City Manager

Date 3/19/15

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
Jeffrey R. Hugdahl
By: Jeffrey R. Hugdahl
Title: Jeffrey R. Hugdahl
Contracts and Purchasing Manager

STATE OF WASHINGTON)
) ss
County of Thurston)

I certify that I know or have satisfactory evidence that Jeffrey R. Hugdahl is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Contracts & Purchasing Manager of the Washington Department of Fish and Wildlife to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 19 day of MARCH, 2015.

Alex H Tran
Notary Public in and for the State of Washington,
Residing at THURSTON CO
My appointment expires 01/27/17



STATE OF WASHINGTON)
) ss
County of Snohomish)

I certify that I know or have satisfactory evidence that Larry Bauman is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the City Manager of the City of Snohomish to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

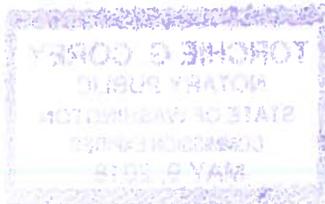
GIVEN under my hand and official seal this 22nd day of April, 2015.

Torchie Corey
Notary Public in and for the State of Washington,
Residing at Snohomish County
My appointment expires 5-9-2018





[Handwritten signature]
ALEX H. TRAN
NOTARY PUBLIC
STATE OF WASHINGTON



**EXHIBIT A
TO
COOPERATIVE AGREEMENT**

PROJECT AREA LEGAL DESCRIPTION

That portion of Parcel B of City of Snohomish Boundary Line Adjustment File No. 13-14 recorded at Snohomish County Auditor's File No. 201412175005, situated in Government Lot 5 and the Southwest quarter of the Southeast quarter of Section 18, Township 28 North, Range 6 East, W.M., Snohomish County, Washington, lying within 450 feet of the South line thereof, as measured perpendicular to the South line and the Westerly extension thereof.

EXHIBIT B

201506010580 19 PGS
 06/01/2015 3:23pm \$99.00
 SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX
 REQUIRED**

JUN 01 2015

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

City of Snohomish
 116 Union Avenue
 Snohomish, WA 98290

Please print or type information

| |
|--|
| Document Title(s) (or transactions contained therein) Easements and Covenants – Re-Record to Correct Legal Description |
| Grantor(s) (Last name first, then first name and initials) City of Snohomish |
| Grantee(s) (Last name first, then first name and initials) Ed and Edith Stocker Family Limited Partnership Edwin C Stocker and Edith N Stocker Snohomish Youth Soccer Club |
| Legal description (abbreviated i e , lot, block, plat or section, township, range, qtr /qtr) Ptn SE SW and SW SE Sec 18-28-6 E W M , and Pm Gov't Lots 11 and 12, Sec 19-28-6 E W M , records of Snohomish County Additional legal is on page <u>9-13 and 15-16</u> of document |
| Reference Number(s) of Documents assigned or released 201412220707 |
| Assessor's Property Tax Parcel/Account Number 280618-003-022-00, 280618-003-024-00, 280618-003-023-00, 280618-003-025-00, 280618-003-026-00, 280618-003-028-00, 280619-002-002-00, 280619-002-003-00, 280619-002-004-00, 280619-001-024-00, 280619-001-001-00, 280619-001-006-00, 280619-001-005-00, 280619-001-002-00, 280618-004-025-00, 280618-004-013-00, 280618-004-012-00, 280618-004-011-00, 005559-003-001-00, 005559-004-001-00, 005559-005-001-00, 005559-006-001-00, 005758-001-001-00 and 005794-005-005-00 |
| The Auditor/Recorder will rely on the information provided on the form The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein |

FIRST AMERICAN 2136830
 W 2015190

201412220707
12/22/2014 4 43pm \$159.00
SNOHOMISH COUNTY, WASHINGTON 16 PGS

After Recording Return to:

WEED, GRAAFSTRA AND BENSON
21 AVENUE A
SNOHOMISH, WA 98290

**NO EXCISE TAX
REQUIRED**

DEC 22 2014

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

EASEMENTS AND COVENANTS

Grantor: CITY OF SNOHOMISH

Grantee: ED AND EDITH STOCKER FAMILY LIMITED PARTNERSHIP and
EDWIN C STOCKER and EDITH N STOCKER
SNOHOMISH YOUTH SOCCER CLUB

Legal Description: Ptn S 1/2 18-28-6 & N 1/2 19-28-6, Snohomish County Add'l on P. 9-12
14-15

Tax Parcels: 280618-003-022-00, 280618-003-024-00, 280618-003-023-00,
280618-003-025-00, 280618-003-026-00, 280618-003-028-00,
280619-002-002-00, 280619-002-003-00, 280619-002-004-00,
280619-001-024-00, 280619-001-001-00, 280619-001-006-00,
280619-001-005-00, 280619-001-002-00, 280618-004-025-00,
280618-004-013-00, 280618-004-012-00, 280618-004-011-00,
005559-003-001-00, 005559-004-001-00, 005559-005-001-00,
005559-006-001-00, 005758-001-001-00 and 005794-005-005-00

WHEREAS, the CITY OF SNOHOMISH, a municipal corporation of the State of Washington, hereinafter referred to as "City," is the purchaser and ED AND EDITH STOCKER FAMILY LIMITED PARTNERSHIP, a Washington limited partnership, and EDWIN C. STOCKER and EDITH N STOCKER, husband and wife, hereinafter collectively referred to as "Stockers," are the sellers of the following-described property

See ATTACHMENT 1
attached hereto and incorporated herein by this reference

hereinafter referred to as the "City Property"; and

WHEREAS, Stockers retain the following-described property in the vicinity of the City Property

FIRST AMERICAN UB6830

See **EXHIBIT 1**
attached hereto and incorporated by this reference

hereinafter referred to as the "Stocker Property", and

WHEREAS, as a material consideration for the sale of the property, Stockers hereby reserve the following easements upon the City Property and declare the following covenants affecting the City Property.

1. Water Drainage Culvert Discharge: Stockers disclose that there is an existing culvert under the Old Snohomish-Monroe Road, the westerly end of which discharges onto Snohomish County tax parcel 280619-002-002-00 approximately 350 feet north of the Burlington Northern Santa Fe Railroad right of way. City hereby grants an easement for the benefit of the properties described in **EXHIBIT 1** and **EXHIBIT 4** to discharge water from the westerly end of said culvert, the location of which culvert the City may change so long as drainage is not impaired as to capacity or otherwise impacted adversely by such change. So long as it remains, City covenants to clear the west outlet of the existing culvert of any obstructions and sediment when needed to maintain adequate drainage. Under the existing drainage system, the approximate location of which is depicted on **EXHIBIT 5**, water is transported from said culvert by ditch running in a southwesterly direction to a low spot, where water is collected and transported northwesterly through a drainpipe running underground to an outlet into the Snohomish River. City covenants to maintain the existing drainage system or substitute and maintain a comparably functioning drainage system, at a location of the City's choice, to transport drainage water at the historic quantities to the Snohomish River. City shall have no obligation for drainage during any period when the river level is above the level of the existing drainpipe outlet.

City, in its sole discretion, may take such action as may be required to interrupt or stop the drainage at any time when the quality of the water draining from the culvert, or replacement culvert, would violate any applicable existing or future water quality standard for such drainage facilities imposed by the City as commonly applied throughout City's jurisdiction, or the governments of the United States, the State of Washington, Snohomish County, or any department, agency or subdivision of said governmental entities. Any such interruption or stoppage may continue so long as the drainage water does not meet the applicable water quality standard.

City shall have the right to extend or modify the portion of the culvert outlet located on the City's property, replace or relocate the culvert, change the slope, fill around the culvert and/or widen the paved or gravel surface over the culvert for construction of pedestrian and/or bicycle paths, or make other modifications to the outlet of the culvert, the ditch, the low spot, and the drainage pipe (hereinafter the "drainage facilities") in City's sole discretion, including the relocation of the drainage facilities, and changing the type of drainage facilities, so long as drainage capacities are such to meet storm water runoff demands.

2. Cattle Transport Easement An easement is hereby reserved for purposes of transporting cattle and other livestock between Stocker's tax parcel 280619-002-004-00 and the barn located on Stocker's retained portion of Snohomish County tax parcel 280618-003-022-00. The parcels benefited by this easement are more fully described in EXHIBIT 1 attached hereto. This right shall be unlimited both as to emergency movements in the case of flood or other emergency threatening the Stockers' animals and to routine movements for stock management activities such as ear-clipping and castration.

As to routine movements, the Stockers shall provide City with at least 24 hours advance notice of routine movements for stock management purposes and such notice as may be feasible for emergency movement of the livestock. Stockers and the City shall coordinate these movements so that conflict with livestock movement activities and with special events or other planned uses of the park can be avoided.

The route for livestock transport between the portion of the City property located north of the culvert described in paragraph 1 above and the portion of the Stocker Property to the north of the City Property shall be via a fenced chute running approximately parallel with Old Snohomish-Monroe Road (Lincoln Avenue), as the same exists on the date of this agreement, at sufficient distance from the current right-of-way margin to allow installation of a bicycle and/or pedestrian path between the road and the chute. Movement of the livestock through the area south of the livestock chute shall be in areas designated and fenced by the City. Stockers shall use good farming practices to endeavor to confine the livestock to the designated route when moving them. Consistent with the notice received, and any City uses of the park, the City shall endeavor to take such action as shall be reasonably possible and necessary to avoid conflict in the livestock movement activities and other uses of the park.

The City shall install woven wire fencing or the equivalent on both sides of the livestock chute and along the south and north lines of the City property reasonably sufficient to contain cattle or other livestock during transport and restrict movement of animals onto the City Property. Such fencing shall be both cattle and canine proof. Initial fencing and continuing maintenance shall be at City's sole expense. The fences on the southerly and northerly lines of the City Property shall each include a gate for purposes of allowing the animal transport as provided herein.

Cattle and livestock movement shall only be restricted in such areas as City's fencing is to be established and constructed according to this agreement. It has been indicated that there may be a dog area, and canine-proof fences shall be established in such areas to control movement of canines so as not to allow them to go into pasture areas of the Stocker property.

Stocker and the City each agree to indemnify and hold harmless the other party, and its officers, agents, elected officials and employees, for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own

negligence or that of its officers, agents or employees in performance of this agreement or the exercise of the rights conveyed hereby.

The right to move livestock between the Stocker parcels and the barn property is personal to Stockers and shall terminate upon conveyance of the Stocker Property served by this easement as described in **EXHIBIT 1**. A conveyance to an immediate member of the Stocker family shall not qualify as a terminating conveyance. Provided, this right shall terminate entirely upon termination in farm use of what is called the barn property (retained portion of tax parcel 280618-003-022-00). For the purposes of this paragraph "immediate member of the Stocker family" means a son, daughter or grandchild of the undersigned Edwin C. Stocker and Edith N. Stocker.

Until the fences are established, the Stockers shall have the right to pasture livestock on the subject property and carry on weed control activities, including mowing, if they so choose. Seller acknowledges that state and federal law apply to weed control activities. When the southerly line of the City property is fenced, the fencing and gate shall be located in such a manner and location so as to facilitate the movement of livestock from said pastureland owned by Seller northcrly of the subject property being acquired by the City. The fence and gate shall be located in a manner and a location enabling such livestock to move under the conditions that prevail, necessitating such movements, such as flooding.

3. Tile Drain: Stockers disclose that there is a tile drain located within the 15 feet lying along the easterly margin of the portion of vacated Alder Street located on the City Property to manage discharge from the Snohomish Affordable Housing Group apartment building located on Snohomish County tax parcel 005794-005-005-00 described in **EXHIBIT 2**. Stockers disclose and City accepts that a prescriptive easement exists in favor of the Snohomish Affordable Housing Group property for purposes of discharge of drainage into said tile drain at current or future levels.

4. Snohomish Youth Soccer Club Parking: During the annual 4-day Bigfoot Soccer Tournament, and for one other tournament per year not to exceed 4 days, the Snohomish Youth Soccer Club (hereinafter the "Club") may continue to use a portion of the City Property for overflow parking, in approximately the area depicted on **EXHIBIT 3**. Said parking shall be limited to the areas designated by the City, as may from time to time be amended by the City, in its sole discretion, provided that such reserve for overflow parking for the two events shall provide at least six (6) acres for parking and reasonable access to and from the reserved parking area. Stocker acknowledges that such reserved parking areas and access shall be outside of the Snohomish River's required buffer area (currently 100 feet) and shall be outside of the boat launch area and boat launch parking. Access to the boat launch shall be maintained during soccer events. City may move the reserved parking area from event to event, preserving a minimum of six acres and reasonable access. City shall be entitled to fees for the parking of not more than ten percent (10%) of the gross revenues from the parking. This parking right is personal to the Snohomish Youth Soccer Club and shall terminate in the event of any of the following. (1) Snohomish Youth Soccer Club conveys its adjoining soccer fields

described in EXHIBIT 4 attached hereto, (2) the adjoining soccer fields are no longer used for soccer, (3) for a period of five years, for the two events, the average daily parking in the reserved parking area is less than 100 vehicles, (4) Snohomish Youth Soccer Club no longer supports the Bigfoot Soccer Tournament or other tournaments requiring overflow parking, (5) Snohomish Youth Soccer Club materially breaches the terms of its Special Event Permit for the events issued by the City, or (6) or in the event of notification by a federal or state agency to prohibit tournament parking on the property. In that event the parties agree to negotiate in good faith to provide parking to the extent permitted under the applicable regulations.

5. Sale Area Name The City Property will not be named for another individual or corporate sponsor without Stocker family consent. The general names "Cady Park" and "Riverfront Park" shall be permitted. Stocker family consent to the City Property being named after an individual or corporate sponsor may be given by Ed and Edith Stocker, or the survivor of them, by Keith Stocker or by Ivan Stocker. The agreement regarding establishment of an acceptable name shall be part of the consideration of the City's purchase of the ATTACHMENT 1 property. Any change by the City of the name of the park in the future without consent shall require initially the payment of Ten Thousand Dollars (\$10,000.00) to Ed and Edith Stocker or, if they have passed away at such time then to Keith Stocker, and if he also has predeceased at the time such name is changed, then said sum to Ivan Stocker. The Ten Thousand Dollars (\$10,000.00) shall be the initial amount that would be paid in the first year upon closing of this purchase and sale. For each year thereafter, the amount shall be subject to increase only by reference to the index applicable to general Social Security benefits so that if, for example, at the date of the first anniversary of the closing of this purchase and sale the Social Security benefits have been increased by two percent (2%) the amount of the payment for any change without consent would be increased to \$10,200. Such adjustment shall continue on each anniversary date after the closing of this purchase and sale.

6. Fencing of City Property The City shall be responsible for any fencing it desires to erect to restrict cattle from entry onto the City Property. Such fencing shall be erected and maintained at City expense. Stockers will not be responsible for maintaining the fencing or for any damage done to the City Property by Stocker cattle entering the City Property as a result of a lack of fencing or damaged fencing except in the event of intentional or negligent damage to the fencing by Stockers or their guests or invitees.

7. These easements and covenants shall be a covenant running with the land, and shall be binding on the parties and their heirs, successors and assigns until terminated as provided herein.

DATED December 8 2014:

CITY OF SNOHOMISH

By Larry Bauman
LARRY BAUMAN, City Manager

DATED November 26, 2014

ED AND EDITH STOCKER FAMILY LIMITED PARTNERSHIP

By Edwin C. Stocker
EDWIN C. STOCKER, Partner

By Edith N. Stocker
EDITH N. STOCKER, Partner

Edwin C. Stocker
EDWIN C. STOCKER, Individually

Edith N. Stocker
EDITH N. STOCKER, Individually

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that LARRY BAUMAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of CITY OF SNOHOMISH to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED this 8th day of December, 2014

BARBARA JOHNSON
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 8-15-2016

Barbara Johnson
BARBARA JOHNSON
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at GOLD BAR
My commission expires 8/15/2016

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that EDWIN C. STOCKER and EDITH N STOCKER are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the partners of ED AND EDITH STOCKER FAMILY LIMITED PARTNERSHIP to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26th day of November, 2014

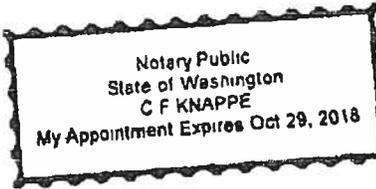
Notary Public
State of Washington
C F KNAPPE
My Appointment Expires Oct 29, 2018

C.F. Knappe
C.F. Knappe
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish
My commission expires 10/29/2018

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that EDWIN C. STOCKER and EDITH N. STOCKER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 26th day of November, 2014.



C.F. Knapp
C.F. Knapp
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish
My commission expires 10/29/2018

ATTACHMENT 1

STOCKER LEGAL DESCRIPTIONS AFTER ADJUSTMENT
PARCELS TO BE CONVEYED TO CITY OF SNOHOMISH

PARCEL A

That portion of the Southeast quarter of the Southwest quarter of Section 18, Township 28 North, Range 6 East, W M , records of Snohomish County, Washington, described as follows

Beginning at the southwest corner of Block 6, Snohomish City Eastern Part, according to the plat thereof recorded in Volume 1 of Plats, page 7, Records of Snohomish County, Washington, located in Section 18, Township 28 North, Range 6 East, W M ;
thence south along the westerly boundary line of said Block 6 produced 60 feet to the TRUE POINT OF BEGINNING,
thence south along the east boundary of State Street, 220 feet, more or less to intersect the north bank of the Snohomish river,
thence easterly along said north bank to intersect the west boundary line of Willow Street produced,
thence north along the west boundary line of Willow Street produced to intersect with the south boundary line of Commercial Street;
thence west along the south boundary line of Commercial Street 240 feet, more or less, to POINT OF BEGINNING, being vacated Block 3, Snohomish City Eastern Part, according to the plat thereof recorded in Volume 1 of Plats, page 7, Records of Snohomish County, Washington,

TOGETHER WITH the south 34 feet of vacated Commercial Street per Ordinance No 354

Situate in the County of Snohomish, State of Washington

~~PARCEL B SEE ATTACHED REVISED LEGAL DESCRIPTION PARCEL B~~

~~Those portions of Government Lot 5 and the southwest quarter of the southeast quarter of Section 18, Township 28 North, Range 6 East, W M , described as follows~~

~~Beginning at the southwest corner of Block 5, Snohomish City Eastern Part, as recorded in Volume 1 of Plats at page 7, Records of Snohomish County, Washington.
thence N39°54'00"E, along the easterly side of Willow Street, for a distance of 128.04 feet to the southwest corner of Lot 8, Block 5, of said plat,
thence S50°04'51"E, along the south line of Lots 8, 7, 6, and 5, for a distance of 240.00 feet to the east line of said Block 5,
thence N39°54'00"E, along the east line of said Block 5, for a distance of 8.00 feet;
thence S50°04'47"E, parallel with the centerline of First Street, for a distance of 48.65 feet,
thence S16°30'41"W for a distance of 272.22 feet,
thence S42°56'27"E for a distance of 376.73 feet,
thence N89°26'15"E, for a distance of 158.87 feet, to intersect the west right of way line of the Old Snohomish Monroe Road, said road having a half width of 30.00 feet;
thence S08°52'47"E, along said west right of way line, for a distance of 321.25 feet to a point of curvature,
thence along a tangent curve to the right having a radius 686.80 feet, through a central angle of 6°23'43", for an arc distance of 76.66 feet to intersect the south line of said Southwest quarter of the Southeast quarter,
thence N89°06'21"W, along the south line of said subdivision, for a distance of 86.96 feet to the South one-quarter corner of said Section 18,
thence N89°05'57"W, along the south line of said Government Lot 5, to
the east bank of the Snohomish River,
thence northwesterly, along said east bank, to intersect the easterly right of way line of Willow Avenue;~~

~~thence N39°54'00"E, along easterly right of way line of Willow Avenue to the northwest corner of Block 4 of said Plat;~~
~~thence S50°04'56"E along the north line of said Block 4 for a distance of 240.00 feet to the northeast corner thereof~~
~~thence N39°54'00"E for distance of 60.00 feet to the southeast corner of said Block 5,~~
~~thence N50°04'56"W along the south line of said Block 5 for a distance of 240.00 feet to the POINT OF BEGINNING~~

Situate in the County of Snohomish, State of Washington

PARCEL E

That portion of the southeast quarter of the southwest quarter of Section 18, Township 28 North, Range 6 East, W.M., records of Snohomish County Washington, described as follows:

A strip of land 25 feet wide on each side of a centerline described as follows

Commencing at the quarter corner on the south line of said Section;

thence North 77°24'00" West 389.4 feet;

thence North 37°14'00" West 1139.5 feet;

thence North 36°38'00" East 466.2 feet to a point in the centerline of the Northern Pacific right of way tract,

thence on a 9°15' curve to the left 320 feet to the southerly boundary line of the Chicago, Milwaukee and St. Paul Railway right of way the TRUE POINT OF BEGINNING,

thence continue from said point on a 9°15' curve to the left 478.5 feet,

thence South 37°14' East 476.3 feet,

thence on a 6° curve to the right to the south line of said Section, said point being the end of said line

LESS any portion thereof lying northeasterly (landward) of the ordinary high water mark of the right bank of the Snohomish River

Situate in the County of Snohomish, State of Washington

PARCEL B – CORRECTED LEGAL DESCRIPTION

Those portions of Government Lot 5 and the Southwest quarter of the Southeast quarter of Section 18, Township 28 North, Range 6 East, W M , described as follows

Beginning at the Southwest corner of Block 5, Snohomish City Eastern Part, as recorded in Volume 1 of Plats at page 7, Records of Snohomish County, Washington, Thence North 39°54'00" East along the Easterly side of Willow Street, for a distance of 128 04 feet to the Southwest corner of Lot 8, Block 5, of said plat,
 Thence South 50°04'51" East, along the South line of Lots 8, 7, 6, and 5, for a distance of 240 00 feet to the East line of said Block 5,
 Thence North 39°54'00" East, along the East line of said Block 5, for a distance of 8 00 feet,
 Thence South 50°04'47" East, parallel with the centerline of First Street, for a distance of 48.65 feet;
 Thence South 16°30'41" West for a distance of 272 22 feet,
 Thence South 42°56'27" East for a distance of 376 73 feet,
 Thence North 89°26'15" East, for a distance of 158 57 feet to intersect the West right of way line of the Old Snohomish Monroe Road, said road having a half width of 30 00 feet,
 Thence South 08°52'47" East, along said West right of way line, for a distance of 321 25 feet to a point of curvature,
 Thence along a tangent curve to the right having a radius of 686 80 feet, through a central angle of 6°23'43" for an arc distance of 76 66 feet to intersect the south line of said Southwest quarter of the Southeast quarter,
 Thence North 89°06'21" West, along the South line of said subdivision for a distance of 86 96 feet to the South one-quarter corner of said Section 18,
 Thence North 89°05'57" West, along the South line of said Government Lot 5, to the East bank of the Snohomish River,
 Thence Northwesterly, along said East bank, to intersect the Easterly right of way line of Willow Avenue,
 Thence North 39°54'00" East, along the Easterly right of way line of Willow Avenue to said Southwest corner of Block 5, the POINT OF BEGINNING.

Situate in the County of Snohomish, State of Washington

ALSO KNOWN AS Parcel B of City of Snohomish Boundary Line Adjustment No 13-14 BLA, recorded under Recording No 201412175005, as amended by Amended Boundary Line Adjustment recorded under Snohomish County Auditor's File no 201505225002, being a portion of the Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 18, Township 29 North, Range 6 East, W M , records of Snohomish county, Washington

EXHIBIT 1
STOCKER LEGAL DESCRIPTIONS AFTER ADJUSTMENT
PARCELS TO BE RETAINED BY STOCKER

PARCEL C

That portion of Government Lot 5, Section 18, Township 28 North, Range 6 East, W M , described as follows:

Commencing at the southeast corner of Lot 5, Block 5; Snohomish City Eastern Part, as recorded in Volume 1 of Plats at page 7, Records of Snohomish County, Washington;
 thence N39°54'00"E, along the east line of said Block 5, for a distance of 8 00 feet;
 thence S50°04'47"E, parallel with the centerline of First Street, for a distance of 48 65 feet to the TRUE POINT OF BEGINNING,
 thence S16°30'41"W for a distance of 272 22 feet;
 thence S42°56'27"E for a distance of 102.36 feet,
 thence N79°51'24"E, for a distance of 310.65 feet, to intersect the west right of way line of the Old Snohomish Monroe Road, said road having a half width of 30 00 feet,
 thence N08°52'47"W, along said west right of way line, for a distance of 122 26 feet to a point of curvature;
 thence continuing along the west right of way of said Old Snohomish Monroe Road and the south line of First Street along a tangent curve to the left having a radius 257.86 feet, through a central angle of 41°12'00", for an arc distance of 185 42 feet;
 thence N50°04'47"W, along the south line of said First Street for a distance of 15.99 feet,
 thence S39°54'00"W, leaving south line for a distance of 120.03 feet to a point bearing S50°04'47"E from the POINT OF BEGINNING;
 thence N50°04'47"W, parallel with the centerline of First Street for a distance of 131 35 feet to the POINT OF BEGINNING;

Situate in the County of Snohomish, State of Washington.

PARCEL D

Those portions of Government Lot 5, and the Southwest quarter of the Southeast quarter of Section 18, Township 28 North, Range 6 East, W.M., described as follows.

Commencing at the southeast corner of Lot 5, Block 5; Snohomish City Eastern Part, as recorded in Volume 1 of Plats at page 7, Records of Snohomish County, Washington,
 thence N39°54'00"E, along the east line of said Block 5, for a distance of 8 00 feet;
 thence S50°04'47"E, parallel with the centerline of First Street, for a distance of 48.65 feet,
 thence S16°30'41"W for a distance of 272 22 feet;
 thence S42°56'27"E for a distance of 102 36 feet to the TRUE POINT OF BEGINNING,
 thence continue S42°56'27"E for a distance of 274.37 feet;
 thence N89°26'15"E for a distance of 158 57 feet to intersect the west right of way line of the Old Snohomish Monroe Road, said road having a half width of 30.00 feet,
 thence N08°52'47"W, along said west right of way line, for a distance of 257.09 feet to a point bearing N79°51'24"E from the POINT OF BEGINNING,
 thence S79°51'24"W for a distance of 310.65 feet to the POINT OF BEGINNING,

Situate in the County of Snohomish, State of Washington

EXHIBIT 2**SNOHOMISH AFFORDABLE HOUSING GROUP PROPERTY**

Tax Parcel 005794-005-005-00:

Lot 5, and the Easterly one quarter of Lot 6, Block 5, Snohomish City Eastern Part, according to the plat thereof recorded in Volume 1 of Plats, page 7 records of Snohomish County, Washington.

TOGETHER WITH

That portion of the Southeast one quarter of the Southwest one quarter of Section 18, Township 28 North, Range 6 East, W.M., described as follows:

Commencing at the Northeast corner of Block 5, Snohomish City Eastern Part, according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Snohomish County, Washington,

Thence in an Easterly direction along the Southerly right of way boundary of First Street 60 feet to the East line of Alder Street, the True Point of Beginning,

Thence continue Easterly along the Southerly right of way boundary of First Street, 60 feet;

Thence South parallel with Alder Street, 120 feet.

Thence West parallel with First Street, 60 feet to the East line of Alder Street;

Thence along the East line of Alder Street, 120 feet to the True Point of Beginning.

AND TOGETHER WITH vacated Alder Street lying south of First Street per Ordinance No. 1722 recorded under Recording Number 9304150697.

Situate in the County of Snohomish, State of Washington

EXHIBIT 3
AREA RESERVED FOR OVERFLOW PARKING

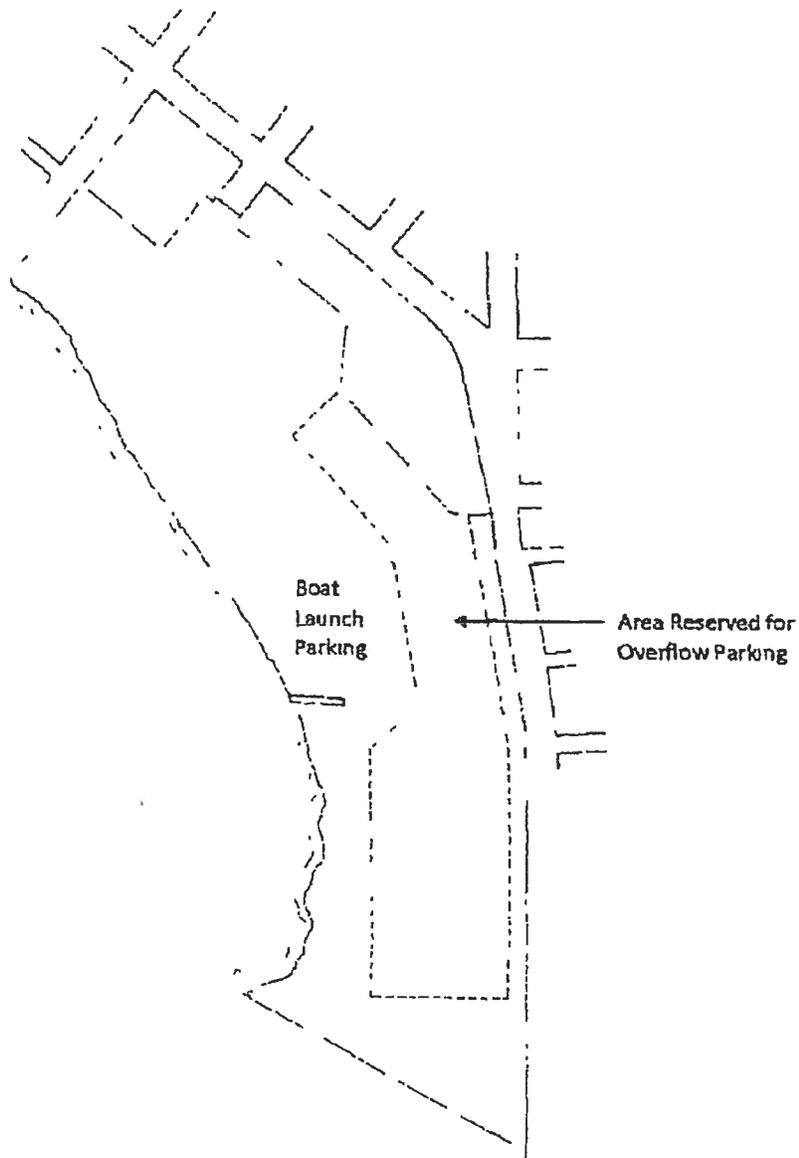


EXHIBIT 4**LEGAL DESCRIPTION
SNOHOMISH YOUTH SOCCER CLUB PROPERTY****280619-001-005-00**

SEC 19 TWP 28 RGE 06 QTR NE - TH PTN OF GOVT LOT 11 OF SD SEC LY E OF OLD SNOHOMISH MONROE RD & N OF FDL COMM AT NW COR OF SD GOVT LOT 11 TH S89 06 22E ALG N LN THOF A DIST OF 148.91FT TO E R/W LN OFSD OLD SNOHOMISH MONROE RD TH S02 12 37W ALG SD R/W LN A DIST OF 661.79FT TO TPOB OF SD LN TH S87 16 46E A DIST OF 912FT M/L TO PILCHUCK RIVER & TERM OF SD LN EXC N 15FT OF SD GOVT LOT 11 - AKA NEWPAR B SNO CO BLA 08-106186 BA REC AFN 200807300500 & SURV REC AFN 200807305216

280619-001-002-00

SEC 19 TWP 28 RGE 06 QTR NE - N 15 FT OF TH PTN OF GOVT LOT 11 OF SD SEC LY E OF OLD SNOHOMISH MONROE RD - AKA NEW PAR A OF SNO CO BLA 08-106186 BA REC AFN 200807305216

280618-004-025-00

SEC 18 TWP 28 RGE 06 RT-52) BEG 636.90FT W OF SE COR SW1/4 SE1/4 TH N14*45 00W 341.22FT TH W 528FT TO E LN CO RD TH S14*45 00E ALG SD RD LN TO S LN SEC E TO POB INCL CM&STP ABNDED R/W

280618-004-013-00

SEC 18 TWP 28 RGE 06 RT 36-) BEG SE COR SW 1/4 SE1/4 TH N 515 FT TH W 628.8 FT TH N TO S LN SPRUCE ST PROD TH W TO E LN RIES ADD TO SNO TH S ALG E LN & FOL SM CRSE IN SLY DIR TO S LN SEC TH E TO POB

280618-004-012-00

SEC 18 TWP 28 RGE 06 RT-35) BEG 417FT S OF NE COR SW1/4 SE1/4TH S 388FT TH W 626 8FT TH N TO S LN SPRUCE ST PROD TH W TO E LN SINCLAIRS 2ND ADD TO SNOH TH N ALG SD LN TO PT W OF POB TH E 659.8 FT M/LTO POB

280618-004-011-00

SEC 18 TWP 28 RGE 06 RT-34) BEG NE COR SW1/4 SE1/4 TH W 659.8 FT M/L TO E LN SINCLAIRS 2ND ADD TO SNOH TH S ALG SD E LN 417 FT TH E 658 8 FT M/L TO 1/16 SEC LN TH N 417 FT TO POB

005758-001-001-00

SINCLAIR 2ND ADD TO SNOHOMISH BLK 001 D-00 - ALL LOTS 1-2-3-4-5-6-7-8 TGE E1/2 VAC ALLEY LY ADJ TO ABTG LOT 8 PER CITY SNO ORD 1376

005559-003-001-00

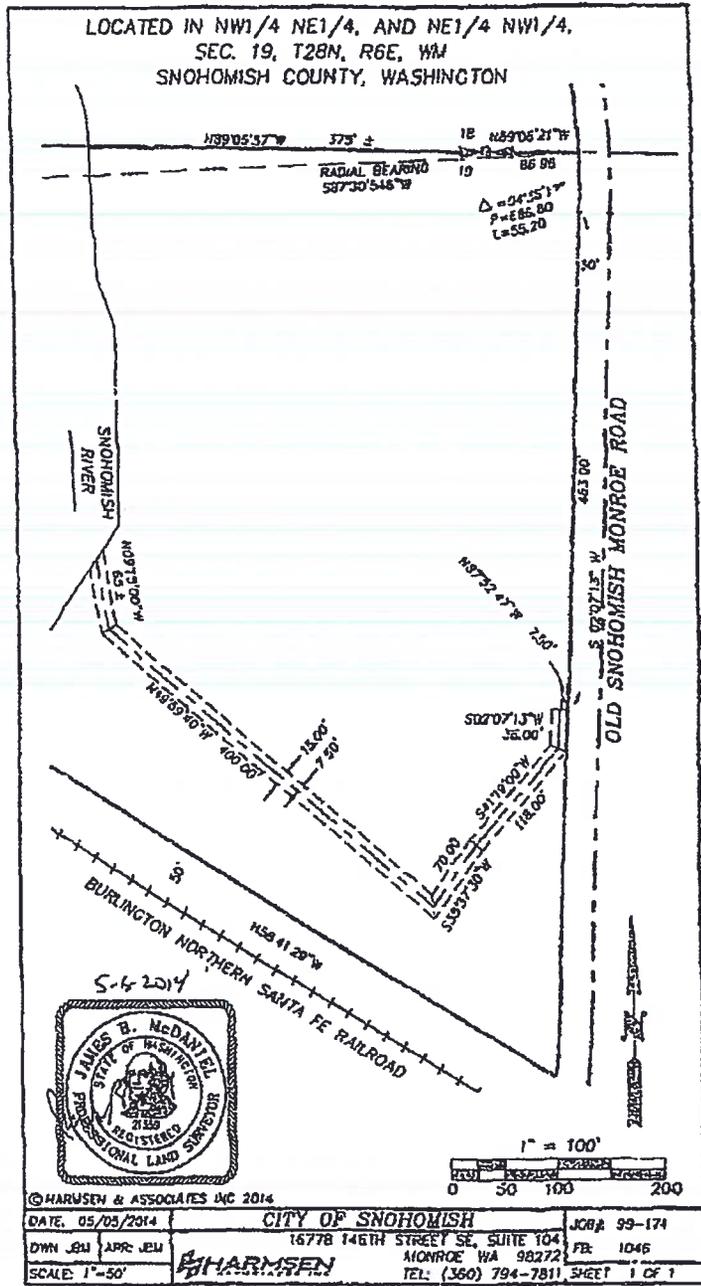
RIES ADD TO SNOHOMISH BLK 003 D-00 - ALL LOTS 1-2-3-4-5

005559-004-001-00
RIES ADD TO SNOHOMISH BLK 004 D-00 - LOTS 1-4 INCL

005559-005-001-00
RIES ADD TO SNOHOMISH BLK 005 D-00 - LOTS 1-4 INCL

005559-006-001-00
RIES ADD TO SNOHOMISH BLK 006 D-00 - LOTS 1 & 2 LESS ST · ALL LOTS 3 & 4

EXHIBIT 5 CURRENT DRAINAGE LOCATION



S-13-029; Stocker Covenants 8.26 14

Exhibit 5



STATE OF WASHINGTON } ss
COUNTY OF SNOHOMISH }

I, Carolyn Weikel, Snohomish County Auditor,
do hereby certify that the foregoing instrument is a
true and correct copy of the document now on file
or recorded in my office.

In witness whereof, I hereunto set my hand this

9th day of APRIL 2015
CAROLYN WEIKEL, County Auditor

[Signature] Deputy

