

After Recording Return To:
Snohomish County Property Management
3000 Rockefeller Avenue M/S #404
Everett, WA 98201

202303160094
LEASE Rec: \$226.50
3/16/2023 11:16 AM 24 PG
SNOHOMISH COUNTY, WA

**LAND AND FACILITIES LEASE
FAIRFIELD COUNTY PARK**

THIS Lease (the "Lease") is made this 7th day of July, 2022, between SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY" or "LESSOR", and SKY RIVER SOCCER CLUB, a Washington nonprofit corporation, hereinafter referred to as "SRSC" or "LEASEE."

1. PREMISES. County does hereby lease to SRSC, and SRSC does hereby lease from County, real property commonly known as Fairfield County Park to include the land, and facilities situated thereon, and as further depicted on **Exhibit A** incorporated herein by this reference. The land is approximately 38 total acres located at 15532 Fryelands Blvd, Monroe WA 98272. This area includes multi-purpose athletic fields, critical areas (wetlands and buffers), parking and utilities (together the "Premises") and legally described as:

Assessor's Tax Parcel Number(s): 27060300100600

Legal Description: See Attached Exhibit A Por. of Sec. 3, Twn 27,N, Range 6 E

The Premises exclude that portion of Fairfield County Park identified as parcel 27060300402600.

2. TERM. The term of this Lease shall commence upon full execution of the parties and end at midnight **December 31, 2026**. In addition, and provided that this Lease is in good standing and not in default, SRSC may extend the term of this Lease for two (2), five-year (5-year) option terms. SRSC shall notify the County of SRSC's intention to exercise a five-year (5-year) option term no later than September 30 of each calendar year before the end of the initial or current option term. SRSC's failure to exercise an option to extend will nullify the option to extend. Each lease extension option term shall be on the same terms and conditions as the initial term.

If the term of this Lease extends beyond the current County fiscal year, the obligations of the County in succeeding fiscal years are contingent upon legislative appropriation for the specific purpose of funding this Lease in accordance with law. In the event that funds are not so appropriated, the County may terminate this Lease without penalty or further obligation.

3. LEASE RENT, LEASEHOLD EXCISE TAX, ADMISSIONS TAX AND UTILITIES.

3.1 LEASE RENT AND LEASEHOLD EXCISE TAX. SRSC utilizes the Premises for soccer field use, the value of which, based upon field rental fees, is calculated to be \$38,000 and is considered to be the value of the lease. In consideration of the services provided by SRSC for the public benefit, including the operation, maintenance and improvements of the Premises and in further consideration of SRSC's investments in site improvements financed through its revenues, all as described in Sections 4, 5 and 19 below, the value of which equal or exceed the value of this Lease, the lease rent for said Premises is offset by these public benefits. Leasehold excise tax based on the lease value is \$4,879.20 which will be paid annually to the County by SRSC on January 15th of each year.

3.2 ADMISSIONS TAX. SRSC is subject to payment of admissions tax as required and in accordance with the conditions set forth under Snohomish County Code chapter 4.23. Admissions tax will be charged at the rate defined in SCC 4.23.010 as required under SCC 4.23.030.

Admissions taxes will be sent to the following address or such other place as the County may from time to time designate in writing, and will be submitted on or before the fifteenth (15th) day of each month, for collections made the previous month:

**Snohomish County Department of Conservation & Natural Resources
Attention: Accounts Receivable
6705 Puget Park Drive
Snohomish, WA 98296**

If any monthly payment of admissions tax is, at any time, ten (10) or more days past due, SRSC will be charged a late charge equal to a total of five (5) percent of the payment past due.

3.3 UTILITIES. SRSC will arrange for and pay directly for any utilities servicing the Premises. This included, but is not limited to: power, water, portable restrooms and garbage.

4. REVENUES. SRSC is a 501(c)(3) organization and charges participation fees to club members, fees to sub-lessees, and event fees. Such revenues collected by SRSC will be used, after payment of SRSC operating expenses, for Premises operations, maintenance and improvements as described in Section 5 below. SRSC will maintain all records including an operating statement showing all revenues and expenses, and will provide to the County a copy of it's annual operating statement and federal Form 990, by May 1st of each year, for the preceding year, for review and audit purposes. Notwithstanding SRSC's status as a 501(c)(3) corporation and filing of Form 990, if the County determines, in its sole discretion, that SRSC's operating statement shows unreasonable expenses, including expenses for salaries or wages, the County will declare that SRSC is in default.

5. PERMITTED USES. SRSC will use and occupy the Premises for athletic field use and events, concession sales, storage of equipment associated with Permitted Uses, athletic field improvements, landscaping, repairs and maintenance, and general office uses (the "Permitted Uses") as follows:

5.1 ATHLETIC FIELD USE. SRSC may use the Premises for athletic practices, trainings and events. Events may include tournaments and other regional, athletic focused gatherings.

5.2 SUB-LEASING. SRSC may sub-lease use of the Premises for athletic field use that is compatible with SRSC uses, with written consent of the County, which consent shall not be unreasonably withheld. If consent is given by the County to the assignment of any interest to this Lease, the County shall not be barred from afterward refusing to consent to any further assignment. This Lease shall not be assignable by operation of law.

Any sub-lessee(s) shall contract directly with SRSC, and SRSC shall be responsible for ensuring sub-lessee(s) complies(y) with the terms of this Lease and any and all amendments.

5.3 REPAIRS AND MAINTENANCE. SRSC shall be responsible for all repairs and maintenance of the Premises as outlined in Section 19 below.

5.4 PREMISES MODIFICATIONS OR CHANGES. SRSC may make modifications or changes to the Premises after submitting a Park Modification Request and receiving written approval of the request. Park Modification Requests shall be provided to Sharon Swan at Sharon.swan@snoco.org.

5.5 GRANT PARTNERSHIPS FOR PREMISES IMPROVEMENTS. Either the County or SRSC, or both together, may apply for grant funding to support improvements to the Premises. If funding for improvements is provided from a grant funding source, SRSC and the County by this Lease may transfer funding from one party to the other to complete the improvements to the extent allowed by the grant funding source agreement.

5.6 CONCESSIONS. SRSC may operate a portable concession stand, subject to County review and approval of the same, for the sole purpose of fund raising for maintenance costs for the Premises.

The concession stand shall operate only during SRSC scheduled events and shall be relocated or removed upon County request.

5.7 PUBLIC ACCESS. When the Premises, or a portion of the Premises, are not actively utilized for the Permitted Uses outlined in this agreement, SRSC shall make the Premises available to public use.

SRSC agrees that in the operation of the Permitted Uses to be conducted on said Premises and in any occupancy thereof, SRSC will comply with all the laws, rules and regulations of the governments of the United States, State of Washington, and Snohomish County in which the Premises are located. SRSC will be required to properly manage the cleanliness of the Premises and in accordance to local statutes, ordinances, rules, and regulations that apply for the care and condition of the Premises.

SRSC agrees not to use any machinery or equipment on the Premises that might be injurious to the Premises or that might cause noise or vibration that would be objectionable to neighboring property owners and communities. SRSC agrees to keep the Premises clean and free of debris and will not allow accumulation of any garbage or inoperable equipment. SRSC will remove all inoperable equipment immediately from the Premises. Any equipment or supplies no longer needed or required for the use of the Premises as authorized under this Lease will be disposed of immediately or removed from the Premises. Any equipment for the uses authorized under this Lease shall be stored in the appropriate buildings located on the Premises.

SRSC has inspected the Premises, including any structure, grounds, and access thereto, and accepts the Premises in its present condition as of the commencement date of this Lease. It is agreed that the County shall not be bound by any warranty, representation, or condition regarding the Premises except as stated in this Lease.

Upon termination of the Lease, SRSC shall quit and surrender the Premises in as good a state and condition as reasonable use and wear and tear thereof permit.

6. PROHIBITED USES. A Critical Area Site Plan (CASP) is recorded for the Premises and no activities are allowed within the Critical Areas, which are in conflict with the CASP (AFN 200803110295). The CASP is attached as Exhibit C and is incorporated herein by reference.

7. HOURS OF OPERATION. The hours of operation for the Permitted Uses shall be Dawn to Dusk. SRSC shall have access at all times to the Premises for the purposes of providing security services to the Premises, planning events, performing repairs and maintenance, stocking supplies, cleaning, management, construction, reconstruction, and administrative functions.

8. ALTERATIONS AND FIXTURES. SRSC agrees to make, at its expense, any alterations that are required to keep in compliance with any new Federal, State, County laws and regulations required for occupancy of the Premises, including any building and fire codes. SRSC agrees that in performing the alterations specified in this Paragraph 6, it shall comply with all provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and any associated regulations and shall keep the Premises in continuous compliance with such act and regulations throughout the term of this Lease, including any option or holdover term.

If any alterations are generated specifically for SRSC's Permitted Uses or to benefit customers and not for the legal occupancy of the Premises, SRSC shall pay for such alterations at its sole cost and expense. SRSC agrees to make no alterations of the Premises without the County's prior written consent, which consent shall not be unreasonably withheld. SRSC will be responsible for permitting, facilitating and constructing the alterations on behalf of SRSC. Any such alterations to the Premises shall become the property of the County with the exception of all furnishings placed therein by SRSC that can be removed without material injury to the Premises upon termination of this Lease. SRSC will repair at its sole cost and expense any damage to the Premises caused by such removal.

In performing any alterations specifically for SRSC's Permitted Uses, SRSC shall comply with all and any Federal, State, County laws and regulations required for the Permitted Uses, including prevailing wage requirements, building and fire codes, and the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and any associated regulations, and shall keep the alterations performed by SRSC on the Premises in continuous compliance with such act and regulations throughout the term of this Lease, including any option or holdover term.

Prior to any alterations made on behalf of SRSC's for the Permitted Uses under this Lease, SRSC shall complete a Park Alteration form detailing the proposed alteration work and submit to the Department of Conservation & Natural Resources (DCNR). The Park Alteration form shall be submitted to Sharon Swan at Sharon.Swan@snoco.org. The Department of Conservation & Natural Resources shall review the submitted Park Alteration form and shall have the sole right to accept or deny any alteration. In accepting any proposed changes, DCNR shall have the right to stipulate specific materials, means and/or impose other requirements on the activity, including, but not limited to, observation of work. Any and all alterations to the site shall be documented on an on-going 'as built' site drawing.

Upon termination of the Lease, the County at its sole discretion may require SRSC to remove at SRSC's sole cost and expense any alterations made to the Premises specifically for SRSC's Permitted Uses or to benefit customers not for the legal occupancy of the Premises.

SRSC will be required to obtain DCNR's prior approval before cutting, trimming, or removing any trees on the Premises. The County in its sole discretion may authorize or deny the request. The County may require SRSC to perform remediation for trees removed in performing SRSC alterations to the Premises. The County and SRSC will mutually agree in writing the remediation methods to be performed on the Premises. Remediation under this Section 6 shall be at the sole cost and expense of SRSC.

SRSC will also be required to obtain DCNR's prior approval before making any landscaping alterations, landscaping design changes, athletic field reconfiguration or development, or removal of any landscaping on the Premises. The County in its sole discretion may authorize or deny the request.

Any cost associated with cutting, trimming or removal of trees, landscaping alterations, landscaping design changes, reconfiguration or development, or removal of any landscaping on the Premises will be at the sole cost and expense of SRSC, including any cost for maintenance and/or repairs.

9. LIENS. In the event the Premises shall at any time during the term of this Lease become subject to any suit brought to enforce a lien or any statement or claim of lien filed to enforce a lien resulting from the furnishing of materials or labor to SRSC on the Premises and contracted for or agreed to by SRSC, SRSC may contest such lien by legal proceedings but shall, in the event, cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution thereof of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to the County.

10. INDEMNIFICATION. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the County shall not be liable for, and SRSC shall defend (unless the County waives its right to such defense, and in any event with counsel reasonably satisfactory to the County), indemnify, hold harmless and protect the County and its officers, officials, employees and agents from any claim, demand, liability, judgment, award, fine, mechanics' lien or other lien, loss, damage, expense, penalty, charge or cost of any kind or character (including actual attorney fees and court costs) which may be made, incurred or asserted by SRSC, SRSC's agents or employees, contractors, or any third parties (including but not limited to the County's agents, servants or employees), arising directly or indirectly from: (a) any labor dispute involving SRSC or its agents or contractors (but excluding labor disputes involving the County or its contractors, subcontractors, or agents); (b) the construction, repair, alteration, improvement, use, occupancy or enjoyment of the Premises by SRSC, its contractors, agents, employees and/or customers, licensees, or invitees; (c) injury to, or death of, any person or persons or damage to, or destruction of, any property (including without limitation the costs of investigation, removal or remedial action and disposal of any

hazardous or toxic substances, as such terms may be defined under any applicable federal, state, or municipal law, statute, rule or regulation) occurring in, on or about the Premises, unless it is the result of the County's gross negligence; or (d) SRSC ' breach of this Lease or the acts or omissions of SRSC or its officers, directors, employees, contractors, subcontractors, or agents (the "Claims"). SRSC HEREBY WAIVES ITS IMMUNITY WITH RESPECT TO THE COUNTY UNDER THE INDUSTRIAL INSURANCE ACT (RCW TITLE 51) AND/OR ANY EQUIVALENT ACTS AND SRSC EXPRESSLY AGREES TO ASSUME POTENTIAL LIABILITY FOR ACTIONS BROUGHT AGAINST THE COUNTY BY SRSC ' EMPLOYEES. THIS WAIVER HAS BEEN SPECIFICALLY NEGOTIATED BY THE PARTIES TO THIS LEASE AND SRSC HAS HAD THE OPPORTUNITY TO, AND HAS BEEN ENCOURAGED TO, CONSULT WITH INDEPENDENT COUNSEL REGARDING THIS WAIVER.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Lessee. In addition, Snohomish County shall be entitled to recover from the Lessee its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Lease.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

11. INSURANCE.

11.1 SRSC Furnished Coverages and Limits of Liability: SRSC shall, at no expense to the County, maintain, and cause its subtenant(s), if any, to maintain in full force and effect the following minimum limits of insurance, and adhere to all terms and conditions below, at all times beginning on the Commencement Date and ending on the Expiration Date of this Lease.

- a) **Commercial General Liability (CGL)** written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:
 - \$1,000,000 per Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal/Advertising Injury Liability
 - \$ 1,000,000 Damage to Premises Rented to You

Employers Liability / Washington Stop Gap
\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by SRSC, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by SRSC regarding this Agreement, nor (2) construed as limiting the liability of any of SRSC's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

- b) **Automobile Liability insurance** at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
- c) **Umbrella or Excess Liability insurance** if and as necessary to maintain total CGL and Automobile Liability insurance limits of \$5,000,000 Each Occurrence and be no less broad than coverages described above.
- d) **Workers' Compensation insurance** securing SRSC's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
- e) **Property Insurance** under which the SRSC' furniture, trade fixtures, equipment and inventory ("Business Personal Property") and all alterations, additions and improvements that SRSC makes to the Premises are insured throughout the Lease Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of Rent and Additional Charge and other fixed costs during any interruption of SRSC' business. Coverage shall contain a waiver of coinsurance or agreed amount endorsement(s). County shall be named as a loss payee, as its interest may appear, as respects property insurance covering the alterations, additions and improvements under such policy.
- f) **Pollution Legal Liability –N/A**
- g) In the event that the County deems insurance to be inadequate to protect SRSC and the County, SRSC shall increase coverages and/or liability limits as the County shall deem reasonably adequate within sixty (60) days after the date of written notice.

11.2. Terms and Conditions for SRSC' Insurance.

- a) **Snohomish County as Additional Insured:** The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include "Snohomish County, its officers, officials, employees, agents and volunteers" as additional insureds. SRSC's insurance shall be primary and non-contributory to any insurance maintained by or available to the County. The term "insurance" in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.
- b) **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** SRSC's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. SRSC' insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes Snohomish County from coverage or asserting a claim under the SRSC' insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. SRSC' failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with Snohomish County; or if applicable, and at the discretion of Snohomish County, shall serve as grounds for the County to procure or renew insurance coverage with any related costs of premiums to be repaid by SRSC or reduced and/or offset against the Lease.

- c) **Cancellation Notice:** Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to the County at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer.). The County and the SRSC mutually agree that for the purpose of RCW 48.18.290, for both liability and property insurance the County is deemed to be a "mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder."
- d) **Minimum Security Requirements:** Each insurance policy required hereunder shall be (1) subject to reasonable approval by the County that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A-:VIII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).
- e) **Deductible or Self-Insured Retention:** Any deductible or self-insured retention ("S.I.R.") must be disclosed to, and shall be subject to reasonable approval by, the County. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of SRSC. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by SRSC or a contracted third party claims administrator, SRSC agrees to defend and indemnify the County to the same extent as the County would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

11.3 Evidence of Insurance. On or before the Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to County at its notice address as evidence of the insurance coverage required to be maintained by SRSC:

- a) Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;
- b) A copy of the CGL insurance policy provision(s) and endorsements expressly including Snohomish County and its officers, elected officials, employees, and agents as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;
- c) Pending receipt of the documentation specified in this Section 8, SRSC may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.
- d) Evidence of Insurance as set forth above, shall be issued electronically to:
Snohomish County
c/o Parks Division
Attention: Division Manager
6705 Puget Park Dr.
Snohomish, WA 98296

The certificate holder shall be:
Snohomish County
Attention: Division Manager
6705 Puget Park Dr.

12. ASSUMPTION OF PROPERTY RISK. The placement and storage of SRSC's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of SRSC.

13. ADJUSTMENTS OF CLAIMS. SRSC shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the SRSC, its agents, officers, employees, and invitees, under this Lease.

14. SRSC' RESPONSIBILITY. The procuring of the policies of insurance required by this Lease shall not be construed to limit SRSC's liability hereunder. Notwithstanding said insurance, SRSC shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of SRSC, or any of its agents, officers and employees or through use or occupancy of the Premises.

15. HAZARDOUS WASTE. SRSC covenants that it shall protect, hold harmless, indemnify and defend the County, its elected and appointed officials, officers, employees, and agents, from any and all claims, losses, damages, response costs, and expenses arising out of or in any way relating to the generation, treatment, storage, release or disposal of Hazardous Substances upon the Premises. As used in this section, "Hazardous Substances" means any chemical, substance, material, waste or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic or radioactive or as a contaminant or pollutant, or other similar term, by, and/or which are subject to regulation under, any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time, including, but not limited to, those substances, materials, and wastes (i) listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.10), (ii) categorized by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302), (iii) listed in the Washington Hazardous Waste Management Act (Ch. 70.105.RCW), or (iv) listed in the Model Toxics Control Act (Chs. 70.105D, 82.21 (RCW)). SRSC's indemnification of the County under this Section shall include, but is not limited to:

- a) claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief.
- b) the cost, expense, or loss to County of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the County or the Premises.
- c) the expense of reporting the existence of contaminants to any agency of the State of Washington or the United States as required by applicable laws or regulations, before and after any trial or appeal therefrom whether or not taxable as costs, all of which shall be paid by County when accrued.
- d) any generation, treatment, storage, release or disposal of contaminants by County, its employees or agents shall not fall within the scope of the foregoing indemnity.

16. CASUALTY REBUILDING CONDEMNATION. In the event the Premises or a part thereof shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Premises) to such an extent that the County shall decide to discontinue the operation of the Premises for the Permitted Uses, which decision shall be communicated to SRSC within thirty (30) days after such damage or destruction, then this Lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Premises by fire or other causes, other than under the circumstances described in the preceding sentence, the County shall repair the Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event the Premises are not useable as contemplated in this Lease for over ninety (90) days due to the damage, SRSC shall have the right to terminate the Lease.

If the Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of the County shall forthwith terminate and SRSC shall have no claim or interest in or to any award of damages for such taking.

17. WAIVER OF SUBROGATION. County and SRSC each mutually release the other from every right, claim and demand which may hereafter arise in favor of either arising out of or in connection with any loss occasioned by fire and such other perils as are included in the provisions of the normal extended coverage clauses of fire insurance policies, and do hereby waive all rights of subrogation in favor of insurance carriers arising out of any such losses and sustained by either the County or SRSC in or to the Premises or any property therein. Provided, however, that if at any time either County or SRSC can obtain a waiver of subrogation clause only for an additional premium, such clause shall be obtained only if the party in whose favor it runs pays such additional premium. If such waiver of subrogation can be obtained only for an additional premium by either the County or SRSC, and either party elects not to obtain a waiver of subrogation, this entire clause shall be null and void.

18. NOTICES. All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given to County, shall be addressed to County at:

**Snohomish County Property Management
Attention: Property Officer
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
425-388-3400**

or if to be given to SRSC, shall be addressed to SRSC at:

**Sky River Soccer Club
Attention: Naomi Johnson, President
P.O. Box 593
Monroe, WA 98272**

All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

19. MAINTENANCE, MANAGEMENT AND SERVICES. County covenants and agrees the Premises is used by SRSC on a twenty-four hour, seven days a week (24/7) basis.

A. County agrees to provide the following maintenance, management and repairs to the Premises during the term of this Lease:

1. Maintenance of the National Pollution Discharge Elimination System (NPDES) – Storm water drainage infrastructure on the Premises as defined by the County's permit.
2. Annual Inspection of the Premises

County shall pay for all cost associated with the maintenance, management and services shown as items (1) through (2) above in this Section 19 A.

County shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of service discussed in this Section 19 beyond County's reasonable control. No temporary interruption or failure of such service incident to the making of repairs, alterations, or improvements, or due to accident, strike, epidemic or pandemic, or conditions or events beyond County's

reasonable control shall be deemed an eviction of SRSC or shall release SRSC from any of SRSC's obligations under this Lease.

B. SRSC agrees to provide the following maintenance and repair services to the Premises during the term of this Lease:

1. Routine maintenance of the athletic fields to include mowing, fertilization, irrigation, top-dressing and overseeding
2. Routine maintenance of the parking area to include pothole filling, gravel maintenance, wheel stop replacement, and occasional blading, as required, to maintain surface and for water flow
3. Landscaping and planting of landscape around the Premises
4. Vegetation management to include blackberry cutting, etc.
5. Protection and maintenance of wetlands and buffers as identified in Critical Areas Site Plan
6. Routine maintenance of SRSC structures stored on-site. This includes the concession building, connex box and covered storage
7. Provide and pay for garbage and recycling services to the Premises
8. Provide and pay for sani-can services to the Premises
9. Provide and pay for water services to the Premises
10. Provide and pay for power to the Premises
11. Provide and pay for any additional utility services to the Premises (e.g. internet)
12. Routine removal of garbage, excessive paper, damaged or broken furnishings and debris from the Premises to eliminate accumulation
13. Repairs resulting from the actions or omissions of SRSC, its officers, employees, contractors, agents and/or its invitees
14. Repairs and maintenance to the irrigation system and appurtenances
15. Hazardous spill containment on the Premises
16. Background checks shall be required for all SRSC staff, employees, agents, and volunteers involved in the operation of the Premises
17. SRSC shall keep the Premises in good and reasonable repair and shall remedy any issue identified by the County within two (2) weeks of receiving notification of said issue.

SRSC shall pay for all cost associated with the maintenance, management and services shown as items (1) through (18) above in this Section 19 B.

SRSC covenants and agrees to keep the Premises in a clean, sanitary, and safe condition as required under applicable Federal, State, County, and local statutes, laws, regulations, and rules.

Any furnishings used by SRSC on the Premises must be kept in a clean, safe, usable and sanitary condition. SRSC shall dispose of any and all broken, torn, or damaged furnishings.

The County will be allowed to regularly inspect the Premises to ensure that the Premises are kept in a neat, clean and sanitary condition in order to minimize costs for repairs and maintenance to the Premises resulting from neglect and improper care.

SRSC will notify the County immediately of any repairs and/or maintenance needed to the Premises as required by the County under this Section 19.

20. ACCESS REPAIRS. No compensation shall be made to or claimed by SRSC from the County by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the Premises and/or appurtenances covered hereby. The County will be allowed access to the Premises to perform maintenance as required under Section 19 of this Lease with 24 hour prior notice to SRSC except in the event such repairs and maintenance is determined to be an emergency impacting the operations of the facility in which no prior notice is required. County reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by County to be necessary. Nothing herein contained shall be construed as an agreement on the part of the County to make any repairs,

alterations, connections or extensions becoming necessary, in the reasonable opinion of County, due to negligence of SRSC, its appointed or elected officials, officers, employees, or agents.

21. SIGNAGE. SRSC shall have the right to place identifying signage on and about the Premises upon the County's prior written consent, which consent shall not be unreasonably withheld, subject to compliance with all applicable laws and County and building standards. SRSC will be responsible for the permitting, maintenance, repair, painting of, and replacement of signage at its sole cost and expense. SRSC will ensure signage is legible and visible to the public.

22. INSOLVENCY. In the event that SRSC shall make an assignment for the benefit of creditors, or shall be adjudicated as bankrupt, or if a receiver is appointed for SRSC or if the property of SRSC upon the Premises shall be seized by any enforcement officer by reason of an attachment, execution or other process, the County shall have the option to terminate this Lease.

23. DEFAULT AND TERMINATION. Upon either party's failure to observe or perform any term or condition of this Lease, that failure having continued for thirty (30) days after the non-defaulting party gives written notice to cure such failure to the other party, such party shall be deemed in default. In the event of default and upon thirty (30) days written notice of termination to the party in default, the non-defaulting party may terminate this Lease. As a matter of right, the County may terminate this Lease upon sixty (60) days prior written notice to SRSC for any reason or no reason at all.

231. CONDITION AT TERMINATION. At the end of the term or earlier termination of retaking of possession, Lessee covenants and agrees that it will yield and deliver the Premises in a neat, clean and safe condition, will all systems servicing the Premises in good working order and in like condition as when taken, reasonable wear and tear excepted, and will deliver all keys for the Premises to the County. Lessee shall arrange to meet with County at least thirty (30) days prior to vacating the Premises for a joint inspection of the Premises. In the event the Premises are not returned to the County in the condition required in this Section and elsewhere in this Lease, the County may enter the Premises and restore and repair the Premises to the condition and configuration required by this Lease at Lessee's sole cost and with prior notice to the Lessee. Lessee shall pay all costs associated with restoring and/or repairing the Premises immediately upon demand from the County, and said costs shall be withheld from any security deposit held. Said cost shall include a (15%) administrative fee. The County shall not be required to give prior written notice or have said costs to repair, restore or reconfigure the Premises approved by Lessee prior to performing said work. If the repair is extensive in nature, Lessee shall be deemed a holdover Lessee until such time the Premises has been repaired and/or restored to the condition required by this Lease.

24. GOVERNING LAW AND VENUE. This Lease shall be governed by the laws of the State of Washington and any lawsuit regarding this Lease must be brought in Snohomish County, Washington.

25. ATTORNEY'S FEES. In the event of any action at law or in equity between the County and SRSC to enforce any of the provisions, rights or obligations hereunder, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees incurred therein by the successful party, and if such successful party shall recover judgment in any such action or proceeding, such costs and expenses and attorney's fees shall be included in and as a part of such judgment.

26. NO WAIVER OF COVENANTS. No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Lease. The acceptance by the County of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Lease by SRSC shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

27. DELAYED POSSESSION. In the event of the inability of the County to deliver possession of the Premises for any reason whatsoever at the time of the commencement of the term of this Lease, neither

the County or its agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event SRSC shall not be liable for any rent until such time as the County can deliver possession, and in the event that possession is delayed over ninety (90) days, SRSC shall have the right to terminate this Lease.

28. HOLDING OVER. If SRSC, with the consent, express or implied, of the County, shall hold over after the expiration of the term of this Lease, the County and SRSC shall remain bound by all the terms, covenants, and agreements hereof, except that the tenancy shall be one from month to month.

28. SUCCESSORS AND ASSIGNS. The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto; and the words "County" and "SRSC" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties to this Lease.

29. RULES. SRSC agrees to abide by the rules and regulations governing the operation of the Premises which may be made by the County from time to time, and will use reasonable methods to induce customers, clients and all persons invited by SRSC onto the Premises to observe the same.

30. TAXES. SRSC shall be responsible for any personal property taxes and assessments levied or assessed against the Premises by any governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on or about the Premises; provided, however, that SRSC shall conduct no activity on the Premises nor place any articles on the Premises that will increase the real property taxes levied or assessed against the Premises.

31. RECORDING. SRSC or the County shall file this Lease or a Memorandum Form thereof for recording with the County Auditor, Recording Division, Snohomish County, Washington. If a Memorandum Form of the Lease is filed for recording, each party agrees to execute and return same promptly.

32. TIME. Time is of the essence of this Lease.

33. PARKING. SRSC will be allowed use all of the parking areas within the Premises.

34. NON-DISCRIMINATION. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

SRSC shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Lease constitutes a certification by SRSC of SRSC's compliance with the requirements of Chapter 2.460 SCC with respect to this Lease. If SRSC is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Lease may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect SRSC's obligations under other federal, state, or local laws against discrimination.

35. INTERPRETATION. This Lease and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Lease shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Lease are used only for convenience and are not intended to affect the interpretation of the provisions of this Lease. This Lease shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

36. SURVIVAL. Those provisions of this Lease that by their sense and purpose should survive expiration or termination of the Lease shall so survive.

37. WARRANTY OF AUTHORITY. Each signatory to this Lease represents that he or she has full and sufficient authority to execute this Lease on behalf of the County or SRSC, as the case may be, and that upon execution of this Lease it shall constitute a binding obligation of the County or SRSC, as the case may be.

38. SEVERABILITY. Should any clause, phrase, sentence or paragraph of this Lease be declared invalid or void, the remaining provisions of this Lease shall remain in full force and effect.

39. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease.

40. PUBLIC RECORDS. This Lease and all public records associated with this Lease shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of SRSC are needed for the County to respond to a request under the Act, as determined by the County, SRSC agrees to make them promptly available to the County. If SRSC considers any portion of any record provided to the County under this Lease, whether in electronic or hard copy form, to be protected from disclosure under law, SRSC shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by SRSC and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify SRSC (a) of the request and (b) of the date that such information will be released to the requester unless SRSC obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If SRSC fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of SRSC to claim any exemption from disclosure under the Act. The County shall not be liable to SRSC for releasing records not clearly identified by SRSC as confidential or proprietary. The County shall not be liable to the SRSC for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

41. RECREATION AND CONSERVATION OFFICE COMPLIANCE. Funding for acquisition of the Premises was initially provided (in part) by the Washington State Recreation and Conservation Office (RCO). Use of this funding source carries with it the requirement that the Premises be forever utilized for the purpose for which it was acquired. The Permitted Uses authorized in this Lease were verified by RCO on May 12, 2022 to comply with the funding requirements for the Premises. Any and all proposed new activities must be reviewed and approved by RCO to verify that they comply with the funding intent prior to going forward. In the case of proposed new activities, the County will provide a description of the proposed activities to RCO, by providing the Park Alteration Form developed by SRSC, to verify compliance. New activities may only be allowed if approved by RCO.

42. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). The Lessee shall comply with the NPDES Compliance Procedure attached hereto and incorporated herein as **Exhibit B**.

43. EXHIBITS. Attached and hereby incorporated as a part of this Lease are the following exhibits:

Exhibit A: The Premises Legal Description and Aerial Map
Exhibit B: NPDES Compliance Procedure
Exhibit C: Critical Areas Site Plan

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.06.08 14:58:14 -07'00'

Sheila Barker, Risk Manager Date

LESSEE:

Naomi Johnson 7-7-22
Its: Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 7th day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Naomi Johnson, to me known to be the individual described in and who acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Sky River Soccer Club, as its free and voluntary act and deed.

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



Laura Bradford
NOTARY PUBLIC in and for the State of
Washington residing at 1810 Everett Ave Everett, WA 98201
My commission expires 8-29-23

EXHIBIT A

PREMISES LEGAL DESCRIPTION AND AERIAL MAP

(See Attached)

Legal Description:

SNOHOMISH COUNTY ASSESSOR PARCEL NUMBER 27060300100600

SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 3, TOWNSHIP 27 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.
EXCEPT RIGHT OF WAYS FOR DRAINAGE DITCH IN DRAINAGE DISTRICT NO. 4 AS CONVEYED UNDER RECORDING NO. 253935 (VOLUME 182 OF DEEDS, PAGE 109).
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Fairfield County Park Lease Area Map

Parcel Number Included:
27060300100600

Parcel Number Excluded:
27060300402600

Buffer Areas
(See CASP)

Wetland
(See CASP)

Buffer Areas
(See CASP)

Excluded Parcel



EXHIBIT B



Snohomish County

NPDES COMPLIANCE PROCEDURE FOR ALL PARTIES UNDER CONTRACTUAL AGREEMENTS WITH SNOHOMISH COUNTY DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

1.0 **PURPOSE:** This Procedure outlines responsibilities of all parties under any contractual agreement, as defined in Section 3.0, with Snohomish County Department of Conservation and Natural Resources (DCNR) in regards to the National Pollutant Discharge Elimination System (NPDES) municipal stormwater permit held by Snohomish County.

2.0 **AUTHORITY:** A Phase I Municipal Stormwater Permit was issued to Snohomish County by Washington State Department of Ecology on January 17, 2007 as authorized by the State of Washington Water Pollution Control Law, Chapter 90.48 Revised Code of Washington (RCW), and the Federal Water Pollution Control Act. The permit requires the County to establish procedures that will eliminate, reduce or minimize pollutant discharges to surface waters.

3.0 **APPLICABILITY:** This Procedure applies to all parties (PART(Y/IES)) under contractual agreement with DCNR. Contractual agreements covered by this procedure include, but are not limited to, construction contracts, lease agreements, facility license agreements, right-of entry permits, special use permits and interlocal and interdepartmental agreements.

4.0 **COMPLIANCE WITH OTHER LAWS:** Compliance with this procedure does not constitute waivers of the requirements of any other law or regulation; nor does it indicate compliance with any other law or regulation. Compliance with all applicable federal, state, and local laws and regulations is required.

5.0 **ACRONYMS:**

BMP	Best Management Practice
CESCL	Certified Erosion and Sediment Control Lead
Ecology or DOE	Washington State Department of Ecology
IVM	Integrated Vegetation Management
NPDES	National Pollutant Discharge Elimination System
SCC	Snohomish County Code
SWM	Surface Water Management
SWPPP	Stormwater Pollution Prevention Plan

6.0 **DEFINITIONS:**

6.1 "Contaminant" means a solid, liquid, or gaseous substance that, if discharged to a drainage facility, natural drainage system, receiving waters or groundwater, will alter the physical, chemical, or biological properties thereof to the extent that the discharge will render the facility, system, or water harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish, or other aquatic life. Contaminants may include, but are not limited to the following: trash or debris; construction materials; petroleum products including but not limited to oil, gasoline, grease, fuel oil or heating oil; antifreeze and other automotive products; metals in either particulate or dissolved form; flammable or explosive materials; radioactive material; batteries; acids, alkalis, or bases; paints, stains, resins, lacquers, or varnishes; degreasers and solvents; drain cleaners; pesticides, herbicides, or fertilizers; steam cleaning wastes; soaps, detergents, or ammonia; chlorine, bromine, or other disinfectants; heated water; animal wastes; sewage; animal carcasses; food wastes; bark, soils, sediment, rock and other fibrous materials; collected lawn clippings, leaves, or branches; dyes, except as allowed in SCC 7.53.090(11); and wastewater generated by commercial or industrial activities.

6.2 "Discharge" means to throw, drain, release, dump, spill, empty, emit, or pour any matter into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to be thrown, drained, released, dumped, spilled, emptied, emitted or poured into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to flow, run, or seep from land into receiving waters, groundwater, a natural drainage system, or a drainage facility.

6.3 "Drainage facility" means any part of a man-made physical system designed or constructed to collect, treat convey, store, or control the flow of stormwater. Drainage facilities include, but are not limited to, storm water conveyance and containment facilities, including pipelines, constructed channels and ditches, infiltration facilities, retention and detention facilities, stormwater treatment facilities, erosion and sedimentation control facilities, and all other drainage structures and appurtenances.

6.4 "Prohibited Discharges" means the following discharges to any drainage facility, natural drainage system, receiving water, or groundwater within Snohomish County except as allowed in SCC 7.53.090 or conditionally allowed in SCC 7.53.095: (1) Any discharge not completely composed of stormwater; (2) Any discharge that causes or contributes to a violation of State Water Quality Standards or State Sediment Management Standards; (3) Any discharge that causes or contributes to a violation of any NPDES permit or State Waste Discharge permit issued to the county; (4) Any discharge that causes the county to be in violation of the State Underground Injection Control Program (Chapter 173-218 WAC); and (5) Any discharge that contains contaminants.

6.5 "Source control best management practices" or "source control BMPs" means structures, equipment, supplies, or operations that are intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants.

6.6 "Waters of the state" includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and watercourses including storm drainage systems and ditches within the jurisdiction of the state of Washington.

7.0 COUNTY ACCESS: County personnel shall have reasonable access to all Park property to conduct annual inspection and maintenance activities, perform audits of user activities, and respond as necessary to all spills or other emergencies.

8.0 SOURCE CONTROL: SCC Chapter 7.53 requires any person storing or using materials that may contain contaminants in a manner that could result in prohibited discharges to streams, lakes, groundwater or the County's storm sewer to implement source control BMPs. Source control BMPs include, but are not limited to those described in Volume IV of the county Stormwater Management Manual. The PARTY shall be responsible for utilizing all known, available, and reasonable methods of prevention, control and treatment (AKART) to prevent pollution from entering waters of the state, and for providing the proper training to all individuals engaged in such activities. The PARTY shall conduct all activities in a safe, responsible manner and in accordance with all governing regulations or laws. Activities that have the potential for being pollution generating and are subject to this requirement include, but are not limited to the following:

- Application of Fertilizers and Pesticides
- Building Exterior Cleaning and Maintenance
- Chemical Handling
- Cleaning of Animal Handling Areas
- Dust control
- Fueling of Equipment and Vehicles
- Land Disturbance Activities (soil erosion)
- Landscape Maintenance and Vegetation Disposal
- Maintenance of equipment and vehicles
- Paving operations
- Trash Management
- Vehicle washing

9.0 SPILL RESPONSE, CONTAINMENT AND REPORTING REQUIREMENTS: PARTIES that engage in activities that pose a risk of polluting waters of the state must have a spill response plan that addresses prevention, spill control, containment, cleanup, and response. A copy must be made available to DCNR at their request. Spill containment and cleanup kits must be readily accessible. All spills shall immediately be reported to DCNR by contacting the DCNR NPDES Compliance Officer at (425)508-6614 and to all appropriate agencies identified in the PARTIES Spill Response Plan.

10.0 REVISIONS TO PROCEDURE – This procedure shall be revised and updated as needed to adhere to Snohomish County Phase I Municipal Stormwater Permit revisions, or procedure modifications required by DCNR. All revisions shall be numbered and dated and provided to PARTIES.

EXHIBIT C
CRITICAL AREAS SITE PLAN
(See Attached)

Return Address:

Snohomish County Parks & Recreation
6705 Puget Park Dr.
Snohomish WA 98296



200803110295 3 PGS
03/11/2008 11:57am \$0.00
SNOHOMISH COUNTY, WASHINGTON

CRITICAL AREAS SITE PLAN

Project #: 07-106415-000-00-SM **Applicant:** Snohomish County Parks & Rec.

Site Address: 15532 Fryelands Blvd. SE, Monroe 98272

Tax Acct. #: 27060300100600

Critical Area Sq. Ft. : 17,905 **Buffer Sq. Ft. :** 261,000

REFERENCE NUMBER(S) OF RELATED DOCUMENTS: 1 OF 3

GRANTOR(S) (OWNERS OF
PROPERTY):

Snohomish County, a political subdivision of
the state of Washington

GRANTEE(S):

SAME AS ABOVE

THE NGPA DEFINED THROUGH THIS CASP CONSISTS OF PORTIONS OF THE FOLLOWING
LEGAL DESCRIPTION. THE NGPA AS RECORDED IS DEPICTED ON THE ATTACHED PAGE 2 OF
THIS CASP AND EXCLUDES THAT PORTION OF THE DEPICTED AREA WHICH IS DESIGNATED AS
TRAIL FOR A WIDTH OF 15 FEET.

Legal Description:

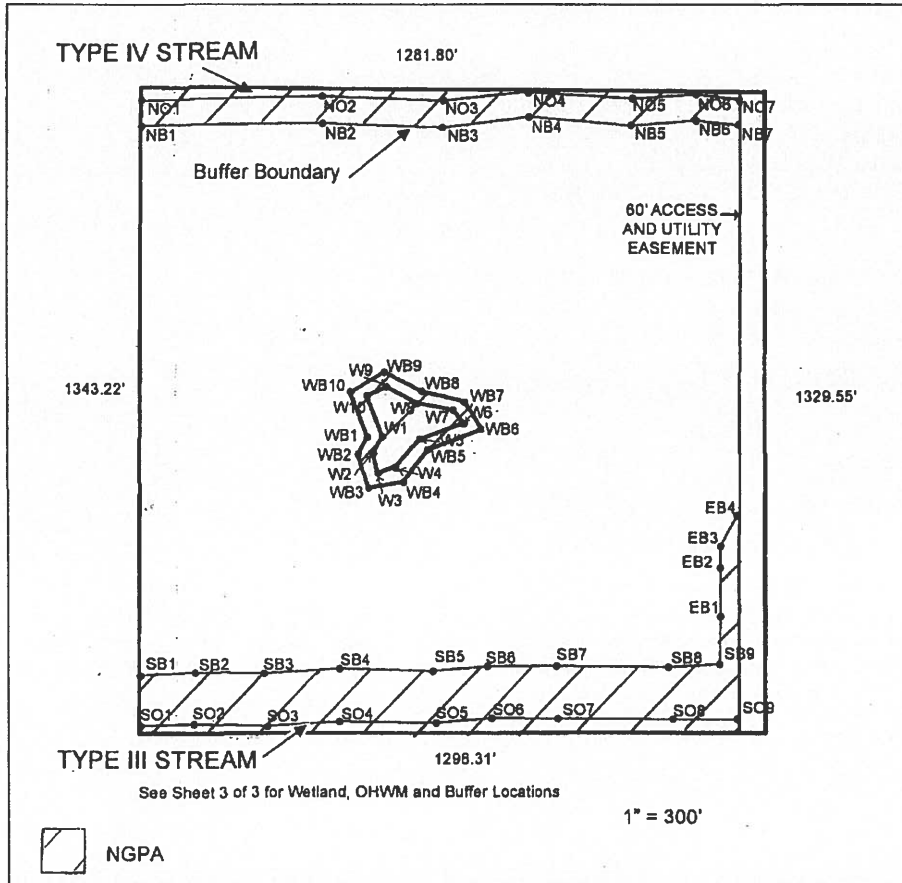
Sec 03 TWP 27 RGE 06 SE ¼ NE 1/4

Additional legal description is on page ____ of document

NATIVE GROWTH PROTECTION AREA is to be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in SCC 30.91N.010 (1), (3), and (4), are allowed when approved by the County. Representations on this site plan may be approximations only and should not be used for purposes other than for determining general locations of critical areas. Development activities beyond the scope of this plan may require additional studies and approvals.

APPLICANT: Snohomish County Parks & Rec.
PROJECT #: 07-106415-000-00-SM
TAX ACCT #: 27060300100600

SITE PLAN: 2 OF 3



Lamb Schaff
Approved by PDS

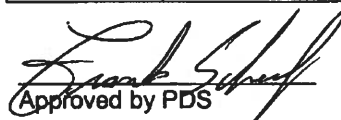
Brown Ova
Date Applicant

3/11/08
Date

APPLICANT: Snohomish County Parks & Rec.
 PROJECT: 07-106415-000-00-SM
 TAX ACCT: 27060300100600

SITE PLAN: 3 OF 3

Point	Northing	Easting
NO1	315712.25	1349700.11
NO2	315722.12	1350044.27
NO3	315715.97	1350293.86
NO4	315735.10	1350470.78
NO5	315723.24	1350683.76
NO6	315735.25	1350815.63
NO7	315729.51	1350882.29
NB1	315663.01	1349701.19
NB2	315671.45	1350043.11
NB3	315666.49	1350289.75
NB4	315684.85	1350471.38
NB5	315673.43	1350682.29
NB6	315684.85	1350814.79
NB7	315680.88	1350881.79
W1	315020.63	1350167.67
W2	314983.19	1350148.95
W3	314938.22	1350156.65
W4	314949.50	1350195.22
W5	315015.23	1350246.21
W6	315045.00	1350343.74
W7	315072.93	1350317.74
W8	315088.18	1350241.12
W9	315123.61	1350174.15
W10	315102.66	1350130.56
WB1	315021.18	1350139.99
WB2	314987.90	1350124.72
WB3	314917.91	1350142.54
WB4	314929.31	1350208.86
WB5	314993.52	1350261.03
WB6	315044.96	1350368.73
WB7	315090.40	1350335.53
WB8	315112.01	1350249.53
WB9	315148.60	1350174.14
WB10	315107.59	1350106.36
EB1	314657.10	1350873.18
EB2	314758.52	1350872.59
EB3	314804.19	1350874.37
EB4	314884.27	1350917.08
SO1	314424.00	1349667.99
SO2	314428.03	1349790.91
SO3	314425.20	1349931.76
SO4	314438.48	1350084.91
SO5	314433.72	1350282.26
SO6	314447.77	1350396.54
SO7	314449.83	1350536.91
SO8	314451.52	1350772.94
SO9	314472.12	1350962.11
SB1	314526.84	1349664.95
SB2	314528.02	1349783.77
SB3	314524.98	1349928.02
SB4	314538.27	1350078.72
SB5	314533.71	1350274.60
SB6	314547.00	1350389.62
SB7	314550.41	1350529.70
SB8	314551.55	1350766.19
SB9	314556.11	1350872.10


 Approved by PDS

3/11/08
 Date


 Applicant

3/11/08
 Date