

**INTERLOCAL COOPERATION AGREEMENT FOR
FIRE AND EMERGENCY MEDICAL SERVICES
BETWEEN
CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1
AND
THE CITY OF WENATCHEE**

THIS INTERLOCAL AGREEMENT (hereinafter, the "Agreement") is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between **CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1** (hereinafter the "District"), a municipal corporation organized under the laws of the State of Washington, and the **CITY OF WENATCHEE** (hereinafter the "City"), a municipal corporation organized under the laws of the State of Washington (collectively the "Parties"), to establish a contractual relationship for the provision of fire and emergency medical services, and to define the Parties' respective rights, obligations, costs, and liabilities regarding this undertaking.

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the District currently provides fire and emergency medical services to an area shown on the attached Exhibit A (the "Annexation Area") that is in the process of being annexed into the City (the "Annexation"); and

WHEREAS, the City and the District have executed an Interlocal Agreement dated December 11, 2008, whereby the parties agreed to negotiate the effects of any annexation taking more than 5% of the District's Assessed Valuation; and

WHEREAS, the Annexation Area involves more than 5% of the District's assessed valuation; and

WHEREAS, upon annexation of the Annexation Area into the City, the City will be required to maintain existing services to the Annexation Area, including fire and emergency medical services; and

WHEREAS, the City desires to provide for fire and emergency medical services to the Annexation Area by contracting with the District for a temporary, interim period of time while it develops its resources sufficiently to maintain the existing services in the Annexation Area; and

WHEREAS, the District desires to provide fire and emergency medical services to the Annexation Area on a temporary, interim basis while the City develops its resources sufficient to maintain the existing services in the Annexation Area; and

WHEREAS, the City and the District have entered into a process for annexation of the City into the District; and

WHEREAS, the City has taken appropriate action to approve the City's entry into this

Agreement; and

WHEREAS, the Board of Fire Commissioners of the District has taken appropriate action to approve the District's entry into this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, or attached hereto and incorporated herein by this reference, the Parties agree as follows:

Section 1. Purpose. The purposes of this Agreement are as follows: (i) to ensure continuous, uninterrupted service by the City to the Annexation Area on a temporary, interim basis; (ii) to address the asset transfer provisions of RCW 35A.14.400, (iii) to establish a formal arrangement under which the City will pay for and the District will provide fire and emergency medical services within the Annexation Area on a temporary, interim basis; and (iv) to further allocate and define the Parties' respective rights, obligations, costs, and liabilities concerning the establishment, operation, and maintenance of this undertaking. For purposes of this Agreement, the term "Annexation Effective Date" shall be the date on which the Annexation becomes effective.

Section 2. Term. This Agreement shall commence on the Annexation Effective Date and shall terminate upon the earlier of the following:

- a. The effective date of the annexation of the City into the District (the "Reverse Annexation"); or
- b. Automatically on July 1, 2016.

Section 3. Provision of Fire and Emergency Medical Services. The District shall, commencing on the Annexation Effective Date, provide the following services to the Annexation Area to the same level of service as provided to the jurisdiction of the District:

- a. Fire suppression; and
- b. Basic life support.

3.1 The method, manner, and means of providing said services shall lie within the exclusive discretion of the District Fire Chief, his/her designee, and the personnel of the District, who shall determine the amount and type of resources appropriate to respond to emergency incidents originating in the Annexation Area.

3.2 The extent of the District's obligation to respond to emergency incidents under this Agreement shall be no greater or lesser than the extent of the District's obligation to respond to similar incidents that occur within the jurisdiction of the District. Subject to the above, in the event the District is, at the time of an emergency incident located in the Annexation Area, prevented from responding because: (1) relevant resources are engaged or responding to any other incident regardless of location; (2) necessary fire hydrants, standpipes, and other relevant infrastructure are unavailable or inaccessible; (3) access over relevant bridges, public and private streets and roads is impeded; or (4) an extraordinary natural or manmade event, including, but not limited to, disaster, weather condition, war, riot, labor dispute, civil unrest, extreme economic condition or any other cause beyond the reasonable control of District reasonably prevents District from responding, then for the period of time that such event or

condition reasonably prevents District from responding, District, its officers, agents and employees shall have no duty to respond and shall incur no liability whatsoever for failure to so respond.

Section 4. Compensation. For the services provided herein, the City shall pay the District as follows:

4.1 In light of the fact that the District will be providing continuous, uninterrupted service to the Annexation Area, all tax revenues levied by the District on the Annexation Area shall, notwithstanding the provisions of RCW 35A.14.801, be paid to the District.

4.2 Commencing January 1 on the year after the District last collects its tax levy from the Annexation Area as provided in Section 4.1, the City shall pay to the District an annual fee equivalent to the District's levy rate times the non-exempt taxable value of the Annexation Area. The intent is for the District to receive the same annual revenue from the Annexation Area that it would have received if the Annexation had not been approved. The annual payment shall be paid in two equal bi-annual installments on or before April 1 and October 1. The payment by the City to the District shall be pro-rated to the date of termination of this Agreement.

Section 5. Administration. The District Fire Chief shall serve as Administrator of this Agreement for the District and the Mayor of the City shall serve as Administrator of this Agreement for the City.

Section 6. Release, Indemnification, and Hold Harmless Agreement.

6.1 To the extent permitted by law, District agrees to protect, indemnify, and hold the City harmless from and against any and all injury or damage to the City or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the negligence of the District, its agents, employees, representatives or subcontractors. The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by the District's employees or subcontractors and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime, or benefit claim of any District employee, agent, representative or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the City. In situations involving the concurrent negligence of the City or its employees, the District's indemnification shall be limited to its percentage of fault.

6.2 The City agrees to protect, indemnify, and hold District harmless from and against any and all injury or damage to the District or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof,

caused by the negligence of the City, its agents, employees, representatives or subcontractors. The City specifically promises to indemnify the District against claims or suits brought under Title 51 RCW by the City's employees or subcontractors and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless from any wage, overtime, or benefit claim of any City employee, agent, representative or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end that the District is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the District. In situations involving the concurrent negligence of the District or its employees, the City's indemnification shall be limited to its percentage of fault.

Section 7. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Chelan County Superior Court.

Section 8. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the District and any employee, agent, representative or contractor of the City, or between the City and any employee, agent, representative or contractor of the District.

Section 9. Property Acquisition, Retention, and Disposition. Any real or personal property acquired by the District in furtherance of its obligations pursuant to this Agreement, shall remain within the sole and exclusive ownership of the District following the termination or expiration of this Agreement.

9.1 The parties agree that this Agreement shall fully satisfy any asset transfer obligations of the District that may be required under RCW 35A.14.

Section 10. Notices. Notices to the District shall be sent to the following address:

Chelan County Fire Protection District No. 1
Attn: Fire Chief
206 Easy Street
Post Office Box 2106
Wenatchee, WA 98807-2106

Notices to the City shall be sent to the following address:

City of Wenatchee
Attn: Mayor
129 South Chelan Avenue
Post Office Box 519
Wenatchee, WA 98807-0519

Section 11. Independent Municipal Governments. The City and the District are Independent

Municipal Governments. The Parties recognize and agree that the Parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically and without limiting the foregoing, the District shall have the sole discretion and the obligation to determine the exact method by which the services are provided within the District and within the City.

Section 12. No Preferential Service. The District shall assign the resources available to it without regard to internal political boundaries, but rather based upon the operational judgment of the District.

Section 13. No Assumption of Liabilities or Obligations. Except as expressly set forth herein, neither party shall be liable for any debts or obligations of the other.

Section 14. Insurance. For the duration of this Agreement, each party shall maintain insurance as follows:

14.1 Each party shall maintain its own insurance policy insuring damage to its own fire stations, real and personal property, and equipment.

14.2 The District shall maintain an insurance policy insuring against liability arising out of work or operations performed by the District under this Agreement in an amount not less than Five Million Dollars (\$5,000,000) per occurrence with a deductible of not more than Thirty-five Thousand Dollars (\$35,000).

Section 15. Cross Release. Except as specifically provided in this Agreement, and except in the event of breach of this Agreement, the District and the City do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the Parties. It is the intent of the Parties to cover this risk with the insurance noted above.

Section 16. Dispute Resolution.

16.1 Non-Binding Mediation. It is the intent of the City and the District to resolve all disputes between them without litigation. The City and the District shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and the District. If the City and the District cannot agree upon a mediator, the City and the District shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) or a similar dispute resolution service, and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided within this Agreement.

16.2 Litigation. In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees incurred by that party, and in the event any judgment is secured by such

prevailing party, all such costs and attorneys' fees of collection shall be included in any such judgment. . Jurisdiction and venue for this Agreement shall lie exclusively in Chelan County, Washington.

Section 17. Duty to File Agreement With County Auditor. The City shall, after this Agreement is executed by both Parties, but before the Effective Date, record this Agreement with the Chelan County Auditor or post it on its website.

Section 18. No Third-Party Beneficiary Created. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

Section 19. Waiver. Waiver by any Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.

Section 20. Severability. In the event that any sentence, clause or provision of this Agreement is held invalid or otherwise unenforceable by a court of competent jurisdiction, such invalidation shall not affect any other sentence, clause or provision hereof.

Section 21. No Separate Entity Created. No separate legal entity is formed by this Agreement.

Section 22. Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement.

Section 23. Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

Section 24. Further Cooperation. The Parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.

Section 25. Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement and exhibit attached hereto; and this Agreement supersedes all of the Parties' previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

DATED this 8th day of January, 2015.

CHELAN COUNTY FIRE
PROTECTION DISTRICT NO. 1



Fire Chief

CITY OF WENATCHEE



Mayor

ATTEST:



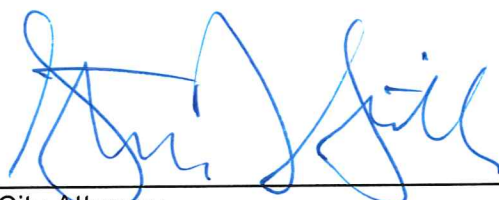
District Secretary



City Clerk

APPROVED AS TO FORM:

Fire District Attorney



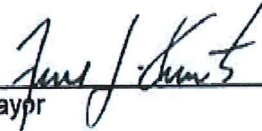
City Attorney

CHELAN COUNTY FIRE
PROTECTION DISTRICT NO. 1



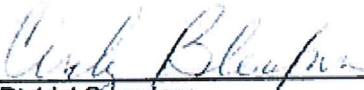
Fire Chief

CITY OF WENATCHEE




Mayor

ATTEST:

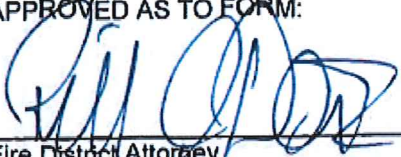


District Secretary




City Clerk

APPROVED AS TO FORM:



Fire District Attorney



City Attorney

EXHIBIT A
[ANNEXATION AREA]

EXHIBIT A

City of Wenatchee, Washington

OLDS STATION ANNEXATION BOUNDARY DESCRIPTION

November 21, 2014

A parcel of land located within: the northeast, southeast and southwest quarters of Section 10; Section 15; the northeast, southeast and southwest quarters of Section 21; the northwest and southwest quarters of Section 22; the northwest and southwest quarters of Section 27; Section 28; and the northeast quarter of the northeast quarter of Section 33, all in Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, more particularly described as follows:

Commencing at the TRUE POINT OF BEGINNING, said point being the northeasterly corner of Lot 1, Chelan County Short Plat No. 1513, according to the plat thereof recorded May 17, 1998, in Book 5 of Short Plats, at page 55, said point being also the intersection of the northerly and easterly boundaries of City of Wenatchee Annexation as described within Ordinance No. 2005-10, recorded May 23, 2005, under Auditor's File Number 2200169, with the easterly boundary (easterly right of way line of North Wenatchee Avenue) of City of Wenatchee North Wenatchee Avenue Annexation as described within Ordinance No. 3114, recorded February 8, 1995, in Book 1037 of General Recording, at pages 1662-1667, all in the records of said County;

thence northwesterly and northerly along the easterly right of way line of North Wenatchee Avenue, also known as State Route (SR) 285, being also the easterly boundary described within said Ordinance No. 3114 to an intersection with a line at the southerly abutments of the North bound and South bound highway bridges that cross the Wenatchee River;

thence westerly along said line at the southerly abutments crossing said North Wenatchee Avenue to its intersection with the westerly right of way line of said avenue, said line being also the northerly boundary of said ordinance 3114, said intersection being also a point on the easterly boundary of the Amended Plat of Avenida Crest Addition, recorded April 1, 1954, in Volume 5 of Plats, at page 29, records of said County and a point on the easterly boundary of City of Wenatchee Avenida Crest Addition Annexation as described within Ordinance No. 2747, recorded October 28, 1988, in Book 902 of general Recording, at pages 7-10, records of said County;

thence northerly along said westerly right of way line and the easterly boundary of said Amended Plat of Avenida Crest Addition, being also the easterly boundary described within said ordinance No. 2747, to the northeasterly corner of said plat, being also the easterly corner of Lot 6, said plat;

thence northwesterly along the northeasterly boundary of said plat and northerly boundary described within said Ordinance No. 2747 to the northerly corner of said Lot 6;

thence northeasterly along the easterly line of Lot 5, said plat, and the boundary described in said Ordinance No. 2747 to its intersection with the southwesterly right of way line of Burlington Northern Santa Fe railroad (formerly Great Northern railroad);

Olds Station Annexation Boundary Description

(continued)

thence southeasterly along said southwesterly railroad right of way line to its intersection with the westerly right of way line of the Wenatchee River Bridge as defined by State Route 2 (SR 2), Wenatchee River Bridge and Approaches, plan sheet 1 of 1, approved June 2, 1953, on file in the office of the Washington State Department of Transportation, Olympia, Washington;

thence northerly along said westerly Wenatchee River bridge right of way line crossing said railroad to its intersection with the northeasterly right of way line for said railroad, said plan;

thence continuing northerly along said westerly Wenatchee River bridge right of way line crossing the Wenatchee River to its intersection with the 634 elevation contour, said plan;

thence northwesterly along said contour to its intersection with said westerly Wenatchee River bridge right of way line, said line being 100 feet westerly of and parallel to the centerline of said SR 2, said plan;

thence northerly along said westerly Wenatchee River bridge right of way line to SR 2 (spur) L1 Line right of way Station L1 710+31.77, 100' right, as defined by SR 2 Mile Post 117.61 to 119.30, Sunnyslope Interchange Vicinity, Chelan County, Right of Way and Limited Access Plan, Station L1 684+00 to L1 710+31.77, sheet 5 of 6, Approved March 24, 1989, on file in the Office of the Washington State Department of Transportation, Olympia, Washington;

thence northerly along the westerly L1 Line right of way line for said SR 2, said plan, being also the line of limited access control, to Station L1 706+50, 100' right, said plan;

thence westerly along said L1 Line right of way and limited access control line to Station L1 706+50, 130' right, said plan;

thence northerly along said L1 Line right of way and limited access control line to Station L1 705+68.53, 130' right, being also a point on the southerly right of way line of FR Line, said plan;

thence East along said L1 Line right of way and limited access control line to Station L1 705+60.03, 82.37' right, being also a point of intersection of the FR Line southerly and easterly right of way lines, said pan;

thence continuing northerly along said westerly L1 Line right of way and limited access control line to Station L1 697+23.00, right, being also A Line Station A 8+42.36 P.O.T., right; said plan;

thence northerly and northwesterly along the westerly and southwesterly A Line right of way and access control line to Station A 0+92.12, 80' right, being also the a point of intersection with the southeasterly right of way line of CR2 Line, said plan;

thence northwesterly crossing the right of way for said CR2 Line along a Turnback Line to Station CR2 10+50, 80' left, being also a point of intersection with the southwesterly right of way line of CR Line, said plan;

Olds Station Annexation Boundary Description

(continued)

thence northeasterly along the northwesterly right of way line of said CR2 Line to Station CR2 11+75.34, 80' left, said line being also a Turnback Line and a point of intersection with said line and the northeasterly right of way line for said CR Line, being also a Turnback Line, said plan;

thence northwesterly along said northeasterly right of way and Turnback Line of CR Line to Station CR 35+97.14 L/A, 40' left, said stationing being the beginning of limited access control; said plan;

thence northwesterly and westerly continuing along the northeasterly and northerly right of way, Turnback and limit access control line of said CR Line to Station CR 33+03.03, 40' left, being also a point of intersection with the westerly right of way and limited access control line of said L1 Line, said plan;

thence northerly along the said westerly right of way and limited access control line of L1 Line to Station L1 680+27.22, 262.85' right, as defined by sheet 4 of 6, said plan;

thence northeasterly along said westerly right of way and limited access control line to Station L1 679+93.64, 191.65' right, as defined by said sheet 4 of 6, said plan;

thence northwesterly along the southwesterly right of way and limited access line of said L1 Line to Station L1 675+00, 110' right, said plan;

thence continuing northwesterly along said southwesterly line to Station L1 672+65.88, 110' right, as defined by sheet 6 of 6, said plan;

thence northerly along said southwesterly line to Station L1 672+52, 55' right, said sheet 6 of 6, said plan;

thence northwesterly along said southwest line to Station L1 668+00, 55' right, said sheet 4 of 6, said plan;

thence northeasterly crossing State Route 2 to the northeasterly right of way and limited access control line of said L1 Line to Station L1 668+00, 90' left, as defined by sheet 4 of 6, said plan, being also a point 40' right of and on the southwesterly right of way line of ML (Melody Lane) Line, as defined by said plan;

thence southeasterly along the southwesterly right of way line of said ML Line to Station ML 20+99.39 P.T., 40' right, said line being also the line of limited access control, said plan;

thence northeasterly along said southwesterly right of way and limited access control line to Station ML 20+99.39 P.T., 30' right, said plan;

thence southeasterly along said southwesterly right of way and limited access control line to Station ML 21+02.36 P.C., 30' right, said plan;

Olds Station Annexation Boundary Description

(continued)

thence southeasterly and easterly along said southwesterly and southerly right of way and limited access control line to Station ML 22+74.60 P.T., 30' right, said plan;

thence southerly along said southerly right of way and limited access control line to Station ML 22+74.60 P.T., 40' right, said plan;

thence easterly, northeasterly and northerly along the southerly, southeasterly and easterly right of way and limited access control line of said ML Line to Station ML 36+55.93, 40' right, said plan;

thence westerly, leaving limited access control, crossing ML Line to Station ML 36+55.93, 30' left, to the westerly right of way line of said ML Line, said plan;

thence northerly along said westerly right of way line to Station ML 37+29.96 Bk., 30' left, being also BD Line Station 12+41.25 Ahd., 30' left, said plan;

thence northerly along the westerly right of way line of BD Line to Station BD 13+66.97 P.C., 30' left, said plan;

thence northeasterly along the northwesterly and northerly right of way line of said BD Line to CR1 Line Station CR1 0+40.04, 69.88' right, said plan;

thence northerly along the westerly right of way line for said CR1 Line to Station CR1 0+00, 70.20' right, said plan;

thence easterly crossing CR1 Line (Easy Street) to Station CR1 0+00, 59.83' left, being a point on the easterly right of way line of said CR1 Line, said plan;

thence southerly along said easterly right of way line to Station CR1 0+19.81, 60.09' left, being a point of intersection with the northerly right of way line of I Line, said plan;

thence easterly along the northerly right of way line of said I Line to Station I 1+61.73, 30' left, said plan;

thence northeasterly along the northwesterly right of way line of said I Line to Station I 3+54.96, 75' left, said plan, said offset station being also a point on the northwesterly right of way line of Ohme Garden Road as conveyed by the State of Washington to Chelan County by Highway Commission Deed, recorded October 28, 1976, in Book 738 of Deeds, at pages 26-37, under Auditor's File Number 765970, records of said County;

thence northeasterly along the northwesterly right of way line of Ohme Garden Road (formerly a portion of SR 97 and Primary State Highway No. 10) as conveyed by said Highway Commission Deed to its intersection with the southerly right of way line of East Peters Street;

Olds Station Annexation Boundary Description

(continued)

thence continuing northeasterly along said northwesterly right of way line extended northeasterly across East Peters Street to the northerly right of way line of said street;

thence continuing northeasterly along said northwesterly right of way line to its intersection with the southerly right of way line of Ohme Road;

thence continuing northeasterly along said northwesterly right of way line extended northeasterly across Ohme Road to the northerly right of way line of said road;

thence continuing northeasterly along said northwesterly right of way line to its intersection with the East line of the northeast quarter of Section 21, said Township and Range;

thence northerly along said East line of said Section 21 to the northeast corner of said Section, said corner being common to Sections 15, 16, 21, and 22;

thence easterly along the South line of Section 15 100 feet, more or less, to its intersection with the westerly boundary of Rimrock Addition, according to the plat thereof recorded in Volume 4 of Plats, at page 115, records of said County;

thence northeasterly along the westerly boundary of said Rimrock Addition to its intersection with the East line of the West half of the West half of said Section 15;

thence northerly along said East line to the northeast corner of said West half of the West Half, being also the southeast corner of the West half of the southwest quarter of Section 10, said Township and Range;

thence northerly along the East line of said West half of the southwest quarter of Section 10 to the northwest corner of the South half of the northeast quarter of the southwest quarter of said Section 10;

thence easterly along the North line of said South half of the northeast quarter of the southwest quarter to the northeast corner thereof, said point being the North-South centerline of said Section 10;

thence northerly along said North-South centerline to the northwest corner of a parcel of land set forth and described within Statutory Warranty Deed, recorded July 28, 2000, under Auditor's File Number 2078288, records of said County;

thence easterly along the North line of said parcel 74 feet, more or less, to the southwest corner of a parcel of land set forth and described within Statutory Warranty Deed, recorded April 26, 2004, under Auditor's File Number 2172136, records of said County;

thence northeasterly along the northwesterly boundary of said parcel to its intersection with the westerly right of way line of SR 97 Alternate (formerly Primary State Highway No. 10) as defined by SR 97 ALT., Olds to Knapp Coulee, Chelan County, Right of Way Right of Way Sta. 124+00 to Sta. 157+00 Plan, sheets 1 and 2 of 36, Approved November 14, 1962, on file in the Office of the Washington State Department of Transportation, Olympia, Washington;

Olds Station Annexation Boundary Description

(continued)

thence southerly along said westerly right of way line, said plan, to its intersection with the South boundary of said parcel described within Said Statutory Warranty Deed recorded under Auditor's File Number 2172136;

thence easterly along the easterly extension of said South line crossing said SR 97 Alternate to the easterly right of way line thereof, said plan'

thence continuing easterly along said line extended easterly to its intersection with the West bank/shoreline of the Columbia River;

thence southerly along said West bank/shoreline through said Sections 10 and 15 to its intersection with the northerly right of way and limited access line of SR 2 (L Line) within said Section 22, said right of way and limited access line being as defined by SR 2 Mile Post 117.61 to 121.20, Sunnyslope Vicinity to Baker Flats, Chelan & Douglas Counties, Right of Way and Limited Access Plan, Station L 725+00 to L 737+75, sheet 6 of 13, dated October 22, 1970, on file in the Office of the Washington State Department of Transportation, Olympia, Washington;

thence continuing southerly along said West bank/shoreline crossing said SR 2 to its southerly right of way and limited access line, said plan;

thence continuing southerly along said West bank/shoreline to the South line of said Section 22, being also the North line of Section 27, said Township and Range;

thence southwesterly along said West bank/shoreline to a point of intersection with the West line of said Section 27, said point being 3,400 feet, more or less, southerly of the northwest corner of said section 27, said West line being also the East line of Section 28, said Township and Range;

thence southerly along the West line of said Section 27 crossing the Wenatchee River near its confluence with said Columbia River to a point of intersection with the West bank/shoreline of said Columbia River on the southerly side of said confluence, said point being 1,000 feet, more or less northerly of the southwest corner of said Section 27;

thence continuing southerly along said west line of Section 27 to a point of intersection with the West bank/shoreline of a side channel of the Columbia River, said point being 400 feet, more or less northerly of the southwest corner of said Section 27;

thence southeasterly along the West bank/shoreline of said side channel to the South line of said Section 27, being also the North line of Section 34, said Township and Range;

thence westerly along said South line of Section 27 and the northern boundary of City of Wenatchee Chief Wenatchee Annexation as described within Ordinance No. 2967, recorded February 22, 1993, in Book 988 of General Recording, at pages 1397-1401, records of said County, to the southwest corner of said Section, said corner being common to Sections 27, 28, 33, and 34, said Township and Range;

Olds Station Annexation Boundary Description

(continued)

thence southerly along the East line of said Section 33, being also the West line of said Section 34 and the West boundary described in said Ordinance No. 2967, to its intersection with the southwesterly right of way line of Hawley Street;

thence northwesterly along said southwesterly right of way line and a portion of the northeasterly boundary described in said Ordinance No. 2967, 514 feet, more or less, to the most southerly corner of City of Wenatchee Hawley Street Annexation as described within Ordinance No. 2004-22, recorded June 28, 2004, under Auditor's File Number 2176929, records of said County;

thence northeasterly, northwesterly and westerly along the southeasterly, northeasterly and northerly boundaries described within said Ordinance No. 2004-22 to its intersection with the westerly right of way line of said Burlington Northern Santa Fe railroad;

thence southeasterly along said westerly railroad right of way line 324 feet, more or less, to the northeasterly corner of City of Wenatchee Van Doren Annexation described within Ordinance No. 3176, recorded October 30, 1996, in Book 1076 of General Recording, at pages 1108-1111, records of said County;

thence westerly and northwesterly along the northerly and northeasterly boundaries described within said Ordinance No. 3176 to its intersection with the westerly right of way line of Duncan Road and a radial line at Engineer's Station 63+50.78 as shown on County Road Project No. 434 on file in the office of the Chelan County Public Works Department, being also a point on the easterly boundary of City of Wenatchee Annexation as described within Ordinance No. 2005-10, recorded May 23, 2005, under Auditor's File Number 2200169, records of said County;

thence northerly along said westerly right of way line of said Duncan Road, being also the easterly boundary described within said Ordinance No. 2005-10, to the TRUE POINT OF BEGINNING.

Prepared By: Erik B. Gahringer, PLS
48° North
Professional Land Surveyors & Geospatial Consultants
P.O. Box 561, Winthrop, WA 98862; Phone: (509) 436-1640
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