



200204290254

Skagit County Auditor

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**MODIFICATION TO LEASE AGREEMENT**

**BETWEEN**

**LAKE CAVANAUGH IMPROVEMENT ASSOCIATION (LESSOR)**

**AND**

**SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 7 (LESSEE)**

GL 1 36-33-6  
P18497

Lease AF# 8109250010

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

APR 29 2002

Amount Paid \$  
Skagit County Treasurer  
By: Deputy

*fr*

Agreement made as of this \_\_\_\_ day of December, 2001, between Lake Cavanaugh Improvement Association, Mt. Vernon, Washington, hereinafter referred to as "Lessor," and Skagit County Fire Protection District No. 7, Lake Cavanaugh, Mt. Vernon, Washington, hereinafter referred to as "Lessee."

Whereas, the parties entered into that certain Lease Agreement recorded on September 25, 1981 in Vol. 454, Page 281 under Auditor's file no. 8109250010, Skagit County, Washington, covering unimproved real estate of the Lessor commonly known as the Lake Cavanaugh Fire Station, Skagit County, Washington; and

Whereas, through mistake, Lessor has developed a water well sited on leased premises and Lessee has made improvements encroaching on Lessor's real estate adjacent to the leased premises;

Whereas, in addition to revising the legal description of the leased premises so that each party's improvements are entirely sited on that party's owned or leased premises as the case may be, the parties desire to make certain other modifications to said Lease;

Now, therefore, for and in consideration of \$1.00 each to the other in hand paid and for other good and valuable consideration receipt of which is hereby acknowledged, the parties hereto do hereby agree that the said Lease be and the same hereby is amended as follows:

1. Paragraph 1 of said Lease is amended as follows: The leased premises are described in Exhibit A—Amended, which is attached hereto and incorporated herein by reference as though fully set forth. Page 1 of Exhibit A-Amended describes the leased premises revised in accordance with this Agreement. Page 2 of Exhibit A-Amended is a Boundary Line Adjustment Sketch depicting the boundary lines of the leased premises before and after said revision.

2. Paragraph 10 of said Lease is amended as follows: The rights and obligations set forth in paragraph 10 shall apply to the premises described in Exhibit A--Amended to this Agreement as of the date Lessee commenced any construction of any improvements to said premises. In addition, Lessor agrees to defend and hold Lessee harmless from any and all claims, demands, liabilities or judgments for damages suffered or alleged to be suffered as a result of Lessor's construction of a water well on premises included as part of the original leased premises from the inception of said Lease to the date of this Agreement.

3. Paragraph 18 of said Lease is amended as follows: The mutual easements granted as a condition to this Lease shall include the right to construct and maintain utility lines under and through the leased premises described in Exhibit A—Amended and the property of the Lessor which adjoins said leased premises. The party exercising such right ("Grantee") agrees to lay said utility lines at sufficient depth so as to not interfere with the use and enjoyment of said premises by Grantor; and further agrees to defend and



hold Grantor harmless from any and all claims, demands, liabilities or judgments for damages suffered or alleged to be suffered as a result of Lessor's construction maintenance, operation, and repair of said utility lines.

4. In the event that the Lessor determines in its sole discretion that the continued operation of Lessee's well water source on the leased premises adversely affects the development of Lessor's property, then, upon assurances by the Lessor of sufficient and uninterrupted supply of potable water to satisfy the reasonably foreseeable needs of Lessee at a reasonable cost, Lessee shall take all measures necessary to render Lessee's water well unfit as a source of water for public consumption; provided that Lessee shall bear the entire cost of laying, maintaining, repairing and operating utility lines to Lessor's well water source in the event Lessor exercises its rights under this paragraph of this Agreement.

5. This Agreement may be executed in counterpart and all executed pages taken together will constitute one and the same Agreement.

6. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of said Lease, the terms and provisions of this Agreement shall prevail.

In all other respects, except as herein modified, the terms and provisions of said Lease shall remain in full force and effect. This Agreement shall have the same force and effect as if incorporated in said Lease, and shall take precedence thereover.

In Witness Whereof, the parties have duly executed this Agreement the day and year first above written.

LESSOR

\_\_\_\_\_  
PRESIDENT, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION

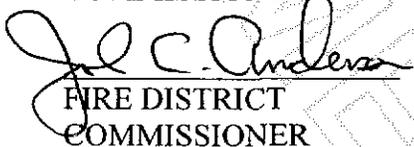
\_\_\_\_\_  
OFFICER, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION

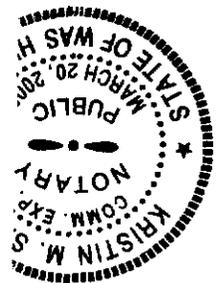
\_\_\_\_\_  
OFFICER, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION

LESSEE

  
FIRE DISTRICT  
COMMISSIONER

  
FIRE DISTRICT  
COMMISSIONER

  
FIRE DISTRICT  
COMMISSIONER



200204290254

Skagit County Auditor

\_\_\_\_\_  
OFFICER, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION

*J.B. Wicklund Jr.*  
\_\_\_\_\_  
TRUSTEE, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION



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Cathleen Kette  
OFFICER, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION

\_\_\_\_\_  
TRUSTEE, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION



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Skagit County Auditor

Morris H Wagner  
OFFICER, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION

TRUSTEE, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION



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OFFICER, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION

TRUSTEE, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION



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*Dick Cross*  
\_\_\_\_\_  
OFFICER, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION

\_\_\_\_\_  
TRUSTEE, LAKE CAVANAUGH  
IMPROVEMENT ASSOCIATION



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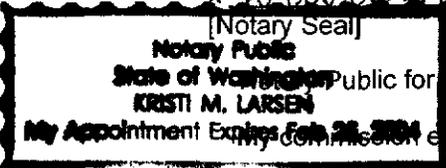
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**ACKNOWLEDGMENT:**

STATE OF Washington }  
County of Skagit } SS.

ON this 10 day of January, 2002, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: David E. Pugh, and did state that they are the Commissioners of Skagit County Fire District No. 7, the corporation described in the above document; that they executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.

x Kristi M. Larsen Print Name: KRISTI M LARSEN



Public for Washington residing at Anacortes zip 98221  
My commission expires: 02/25, 2004

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

ON this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: \_\_\_\_\_, and did state that he/she is the President of Lake Cavanaugh Improvement Association, the corporation described in the above document; that he executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.

x \_\_\_\_\_ Print Name: \_\_\_\_\_  
[Notary Seal]

Notary Public for \_\_\_\_\_ residing at \_\_\_\_\_ zip \_\_\_\_\_  
My commission expires: \_\_\_\_\_, 200\_\_\_\_



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Skagit County Auditor

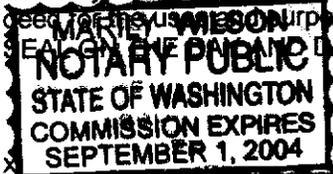
UNOFFICIAL DOCUMENT

Notary Public  
State of Washington  
KRISTI M. LARSEN  
My Appointment Expires Feb 28, 2024

**ACKNOWLEDGMENT:**

STATE OF WASHINGTON }  
County of SKAGIT } SS.

ON this 11 day of JANUARY, 2002, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: JOAN C ANDERSON, and did state that they are the Commissioners of Skagit County Fire District No. 7, the corporation described in the above document; that they executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.



Print Name: MARILYN WILSON

[Notary Seal]

Notary Public for SKAGIT Co. residing at MOUNT VERNON zip 98274

My commission expires: 9-1, 2002

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

ON this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: \_\_\_\_\_, and did state that he/she is the President of Lake Cavanaugh Improvement Association, the corporation described in the above document; that he executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.

x \_\_\_\_\_ Print Name: \_\_\_\_\_

[Notary Seal]

Notary Public for \_\_\_\_\_ residing at \_\_\_\_\_ zip \_\_\_\_\_

My commission expires: \_\_\_\_\_, 200\_\_\_\_



200204290254  
Skagit County Auditor

**ACKNOWLEDGMENT:**

STATE OF Washington  
County of Skagit } SS.

ON this 10 day of January, 2001, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: Thomas R Olson, and did state that they are the Commissioners of Skagit County Fire District No. 7, the corporation described in the above document; that they executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.

 Print Name: Kristin Sand  
[Notary Seal]

Notary Public for WA residing at Yonkers zip 98274  
My commission expires: 3-20, 2005



**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

ON this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: \_\_\_\_\_, and did state that he/she is the President of Lake Cavanaugh Improvement Association, the corporation described in the above document; that he executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.

x \_\_\_\_\_ Print Name: \_\_\_\_\_  
[Notary Seal]

Notary Public for \_\_\_\_\_ residing at \_\_\_\_\_ zip \_\_\_\_\_  
My commission expires: \_\_\_\_\_, 200\_\_\_\_



**ACKNOWLEDGMENT:**

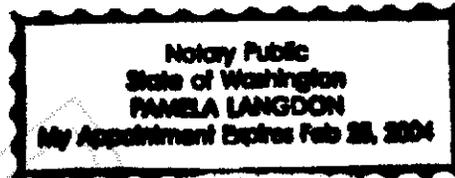
STATE OF Washington  
County of Skagit ) ss.

ON this 14<sup>th</sup> day of January, 2002, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: JOSEPH B. WICKLUND, JR, and did state that he/she is a Trustee of Lake Cavanaugh Improvement Association, the corporation described in the above document; that he/she executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.

x [Signature] Print Name: Pamela Langdon  
[Notary Seal]

Notary Public for Washington residing at Mount Vernon zip 98273

My commission expires: 2-25, 2004

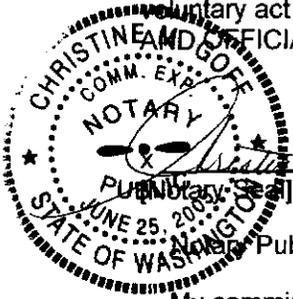


UNOFFICIAL DOCUMENT

Notary Public  
State of Washington  
FANEA LANGDON  
My Appointment Expires Feb 28, 2024

STATE OF WA  
County of Snohomish } ss.

ON this 21st day of February, 2000, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: Cathleen Kette, and did state that he/she is the President of Lake Cavanaugh Improvement Association, the corporation described in the above document; that he executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.



Print Name: Christine M. Goff

Notary Public for Washington residing at Edmonds zip 98020

My commission expires: 06/25, 2005

expires: \_\_\_\_\_, 200\_\_\_\_\_

MODIFICATION TO LEASE AGREEMENT  
ACKNOWLEDGEMENTS



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**ACKNOWLEDGMENT:**

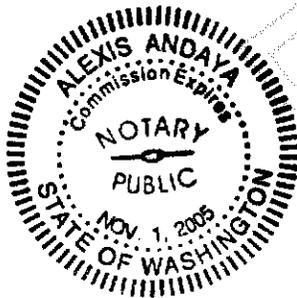
STATE OF Washington  
County of King } ss.

ON this 21<sup>st</sup> day of MARCH, 2002, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: MORRIS H. WAGNER, and did state that he/she is the Vice President of Lake Cavanaugh Improvement Association, the corporation described in the above document; that he/she executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.

x Alexis Andaya [Notary Seal] Print Name: Alexis Andaya

Notary Public for WA residing at Seattle zip 98135

My commission expires: NOV. 1, 2005



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Skagit County Auditor

**ACKNOWLEDGMENT:**

STATE OF WA  
County of King } SS.

ON this 13 day of March, 2002, before me a duly sworn and commissioned Notary Public in and for the State of Washington, personally appeared: James H. Karlson, and did state that he/she is the Secretary of Lake Cavanaugh Improvement Association, the corporation described in the above document, that he/she executed and signed the above and foregoing instrument in my presence on behalf of this corporation and acknowledged to me that the same was done with full authority and in the absence of fraud, duress or undue influence, as a free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THE DAY AND DATE FIRST ABOVE WRITTEN.

x [Signature] Print Name: Daniel L Wiebe  
[Notary Seal]

Notary Public for WA residing at Seattle zip 98121

My commission expires: 1-9, 2004



LEGAL DESCRIPTION  
FOR  
SKAGIT FIRE DISTRICT NO. 7  
OF

TRACT TO BE LEASED FROM THE LAKE CAVANAUGH IMPROVEMENT ASSOCIATION

DECEMBER 12, 2001

That portion of Gov't Lot 1 in Section 36, Township 33 North, Range 6 East, W.M.  
described as follows:

Commencing at the northwest corner of Tract C of Lake Cavanaugh Park according to the plat thereof filed in Volume 7 of Plats at pages 63 and 64, records of Skagit County, Washington; thence S 76° 10' 30"W along the south line of South Shore Drive, (shown on said plat as County Road No. 509), a distance of 128.45 feet to the point of curvature of a curve to the right having a radius of 363.92 feet; thence westerly along said curve through a central angle of 9° 09' 17" and an arc distance of 56.55 feet; thence S 31° 22' 26"E, a distance of 281.32 feet; thence N 69° 21' 38"E a distance of 130.52 feet; thence N 20° 38' 22"W a distance of 250.00 feet to the beginning of this description.

Containing 0.931 acres.

Situate in Skagit County, Washington

**EXHIBIT A-AMENDED—PAGE 1**

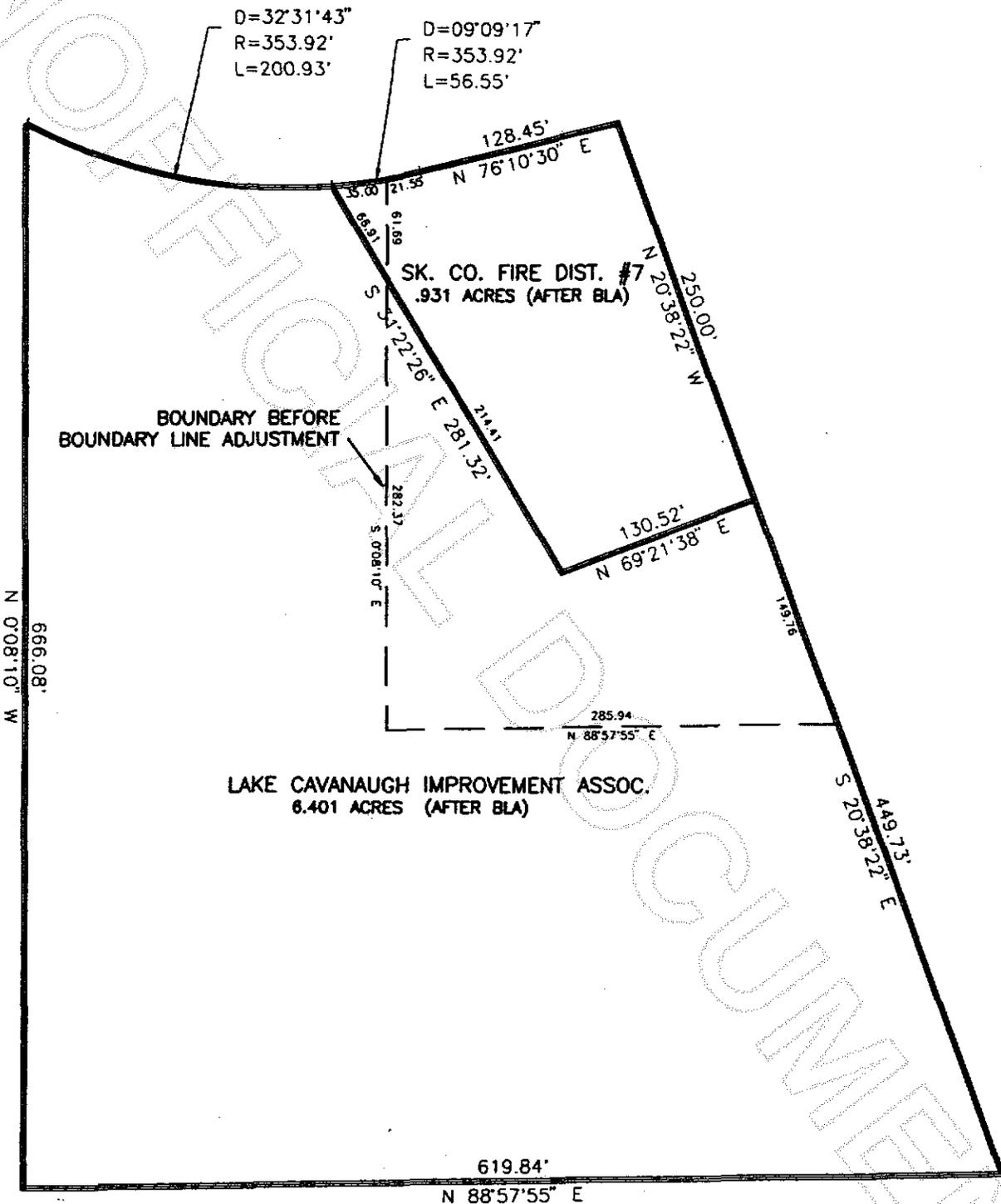


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**BOUNDARY LINE ADJUSTMENT SKETCH  
FOR SKAGIT COUNTY FIRE DISTRICT NO. 7**

SKAGIT SURVEYORS & ENGINEERS      806 METCALF ST. SEDRO-WOOLLEY, WA    98284  
855-2121      10/29/01      JN201131



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