



200609190127

Skagit County Auditor

9/19/2006 Page 1 of 6 2:58PM

AFTER RECORDING, RETURN TO:

John R. Shultz, Attorney at Law  
160 Cascade Place, Suite 218  
Burlington, Washington 98233

**EASEMENT AGREEMENT**

GRANTOR: KAREN STRICKLAND SZABO, a married woman, as her separate property; LAURIE STRICKLAND-CLARK, a married woman, as her separate property, and CHARLOTTE S. UTTER, a married woman, as her separate property;

GRANTEE: SKAGIT COUNTY DIKE DISTRICT NO. 1, a Washington special purpose district;

LEGAL DESCRIPTION: Government Lot 4 and West 26 rods of Government Lot 3, Section 2, Township 33 N., Range 3 East, W.M.,  
(See attached Exhibit "A" for full legal description)

ASSESSOR'S PROPERTY TAX PARCEL NOS: P15297 / P15296

THIS AGREEMENT is made this 5<sup>th</sup> day of August, 2006, by and between KAREN STRICKLAND SZABO, a married woman, as her separate property; LAURIE STRICKLAND-CLARK, a married woman, as her separate property, and CHARLOTTE S. UTTER, a married woman, as her separate property, ("Grantor"), and SKAGIT COUNTY DIKE DISTRICT NO. 1, a Washington special purpose district ("Grantee").

## RECITALS

WHEREAS, Grantor is the owner of the property described in a Deed recorded under Skagit County Auditor's File No. 200412200185, recorded December 20, 2004, in Skagit County, Washington; and

WHEREAS, Grantee is a Washington special purpose district responsible for ownership, repair, construction, and maintenance of levees along the Skagit River, for purposes of protection of life and property from flooding of the Skagit River, within the boundaries of Skagit County Dike District No. 1; and

WHEREAS, Grantee requires access to its levee system on the property of Grantor for construction, maintenance, and improvements, including installation of a seepage berm and flood control facilities in and on said levee to stabilize the toe of the levee, on the property of Grantor, and requires an easement for construction, maintenance, and improvements of the same for said purposes; and

WHEREAS, Grantor desires to convey and grant to Grantee, its successors, assigns, and permittees, the non-exclusive right, privilege, and authority to access, use, construct, improve, repair, operate, and maintain said seepage berm and flood control devices in and on said levee located on Grantor's real property.

The parties covenant and agree as follows:

1. Easement. Grantor hereby conveys and quit claims to Grantee, its successors, assigns, and permittees, the non-exclusive right, privilege and authority to enter, access, use, construct, improve, repair, install, operate and maintain seepage berm construction and other flood control devices, to stabilize the levee system located under, over, and across a portion of Grantor's real property, being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. Construction, Maintenance and Operation. The construction, maintenance and operation of said levee improvements, including installation of a seepage berm to stabilize the toe of the levee, and including construction, reconstruction, repair, and alteration, shall be at the sole expense of Grantee. Grantee shall comply with all pertinent and applicable city, county, state, governmental, and Army Corps of Engineers laws, rules, regulations, and ordinances, governing the construction, reconstruction, repairing, maintenance, and installation and operation of said seepage berm and levee system.



200609190127  
Skagit County Auditor

3. Term of Easement. This easement shall be perpetual.

4. Indemnity. Grantee hereby covenants and agrees to indemnify and hold Grantor harmless from any and all loss, damage, or injury caused by or arising out of Grantee's use, construction, reconstruction, repair, alteration, and installation and operation of said seepage berm, flood control devices and levee system on said real property.

5. Survey. Grantee hereby agrees to provide a survey, at its costs, to determine the location of said easement and preparation of legal description, which shall be subject to approval by Grantor.

6. Consideration. The consideration for this easement agreement shall be in the amount of \$10,000.00 per acre for said surveyed real property subject to said easement, and other good and valuable consideration.

GRANTORS:

By: Karen Strickland Szabo  
KAREN STRICKLAND SZABO

By: Laurie Strickland-Clark  
LAURIE STRICKLAND-CLARK

By: Charlotte S. Utter  
CHARLOTTE S. UTTER

GRANTEE:

SKAGIT COUNTY DIKE DISTRICT NO. 1,  
a Washington special purpose district:

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

SEP 19 2006

Amount Paid  
Skagit County Treasurer  
By: SP

By: Robert Dean Jr  
ROBERT DEAN, JR., COMMISSIONER

By: Donald J. Moe  
DON MOE, COMMISSIONER

By: Bob Jungquist  
BOB JUNGQUIST, COMMISSIONER

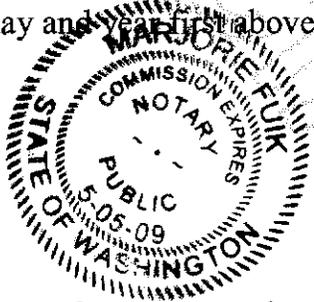


STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

ss.

On this 15<sup>th</sup> day of September, 2006, before me personally appeared ROBERT DEAN, JR., DON MOE, and BOB JUNGQUIST, to me known to be Commissioners of SKAGIT COUNTY DIKING DISTRICT NO. 1, a Washington special purpose district, Grantee named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said special purpose district, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument, and that the seal affixed is the corporate seal of said special purpose district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature:

Marjorie Fuik

Print Name: Marjorie Fuik

Notary Public for Washington

My Appointment Expires: 5-5-09

STATE OF Maryland )  
 )  
COUNTY OF St. Marys )

ss.

On this 15<sup>th</sup> day of August, 2006, before me personally appeared KAREN STRICKLAND SZABO, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

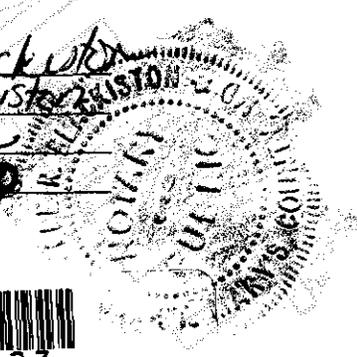
Signature:

Rochelle R. Blackston

Print Name: Rochelle R. Blackston

Notary Public for Maryland

My Appointment Expires: 5/1/09



STATE OF Maryland )  
 )  
COUNTY OF St. Marys )

ss.

On this 5 day of August, 2006, before me personally appeared LAURIE STRICKLAND-CLARK, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: Ann Lewis Lewis  
Print Name: Ann Lewis Lewis  
Notary Public for St. Marys Co. Md  
My Appointment Expires: 5-01-08

STATE OF Maryland )  
 )  
COUNTY OF St. Marys )

ss.

On this 5 day of August, 2006, before me personally appeared CHARLOTTE S. UTTER, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: Ann Lewis Lewis  
Print Name: Ann Lewis Lewis  
Notary Public for St. Marys Co. Md  
My Appointment Expires: 5-01-08



200609190127  
Skagit County Auditor

A 40' strip of land bounded on the North by the following described line and on the South by the toe of a dike as it existed on April 26, 2006, all a portion of Government Lot 4 and the West 26 rods of Government Lot 3, Section 2, Township 33 North, Range 3 East, W.M., said line being described as follows:

**BEGINNING** on the South line of said Government Lot 4, at a found rebar with yellow cap marked "17652", said point being S 88°45'58" E a distance of 1775.65 feet from the North one-sixteenth corner on the West line of said Section 2, **thence** North 52° 34' 09" East a distance of 158.68 feet; **thence** North 48° 18' 52" East a distance of 303.63 feet to the beginning of a tangent curve to the right having a radius of 350.00 feet; **thence** Northeasterly passing through a central angle of 17°09'16" an arc distance of 104.79 feet; **thence** North 65° 28' 08" East a distance of 656.23 feet to the beginning of a tangent curve to the right having a radius of 500.00 feet; **thence** Northeasterly passing through a central angle of 20°25'05" an arc distance of 178.18 feet; **thence** North 85° 53' 13" East a distance of 50.26 feet to the East line of the West 26 rods of said Government lot 3 and the **TERMINUS** of said line.

The Southerly margin of said strip of land shall be shortened or lengthened to intersect with the South line of said Government Lot 4 and the East line of said West 26 rods of Government lot 3.

Except that portion thereof lying within commonly known Marsh Road.

Situate in the County of Skagit, State of Washington.



200609190127  
Skagit County Auditor

9/19/2006 Page 6 of 6 2:58PM