



Skagit County Auditor \$82.00  
9/15/2017 Page 1 of 9 12:46PM

AFTER RECORDING, RETURN TO:

Shultz Law Offices  
127 E Fairhaven Avenue  
Burlington, Washington 98233

**EASEMENT AGREEMENT**

GRANTOR: GARY L. HAYES and MOLLY H. HAYES, husband and wife;

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

LEGAL DESCRIPTION: Ptn. of E 11 1/2RDS OF W 37 1/2 RDS OF LOT 13 LY N OF DIKE EXC E 84.52FT OF N 442FT & EXC W 85FT OF N 300FT DK1  
See attached Exhibit "A" for full legal description.

ASSESSOR'S PROPERTY TAX PARCEL NOS: P26638 (Xref: 340419-0-288-0008)

THIS AGREEMENT is made this 14<sup>th</sup> day of Sept, 2017, by and between GARY L. HAYES and MOLLY H. HAYES, husband and wife ("Grantor"), and SKAGIT COUNTY DIKE DISTRICT NO. 1, a Washington special purpose district ("Grantee").

**RECITALS**

WHEREAS, Grantor is the owner of the real property described herein;

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20174365  
SEP 15 2017

Amount Paid \$0  
Skagit Co. Treasurer  
By *man* Deputy

WHEREAS, Grantee is a Washington special purpose district responsible for operation, 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;

WHEREAS, Grantee requires access to and use of portions of the real property of Grantor for construction, maintenance, and improvements on and adjacent to said levee structure and to stabilize the levee structure located over a portion of Grantor's real property, and requires an easement for construction, maintenance, repairs 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 levee improvements 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 to Grantee, its successors, assigns, and permittees, a roughly 30-foot wide by 215-foot long Easement, more or less (the "Easement"), for the non-exclusive right, privilege and authority to access, use, construct, repair, install, operate and maintain levee improvements, and to maintain the levee system located over a portion of Grantor's real property, said Easement being legally described as follows:

**See Attached Exhibit "A"**

2. Construction, Maintenance and Operation of Flood Facilities. The construction, maintenance and operation of said levee improvements, including construction, reconstruction, repair, and alteration, shall be at the sole expense of Grantee. After completion of construction, Dike District No. 1 agrees to cover the landward slope of the levee with approximately 12 inches, more or less of soil, to compact and evenly grade said slope from the top of the levee to the base, and thereafter hydroseed said slope, all at Grantee's cost. Hydroseeding shall be completed as soon as practical, based on weather conditions after construction, but no longer than one year after completion of construction. 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, repair, maintenance, and installation and operation of said levee improvements and levee system. Grantor agrees to cooperate with Grantee, and its agents or assigns, in completing and submitting all required permitting documents, and shall not unreasonably withhold its signature or approval from any required permitting document, that would otherwise prevent Grantee from proceeding with construction, maintenance and/or operation of said levee improvements.

3. Removal of Fence. Grantee agrees to pay all costs of moving and/or replacing the existing wire fence currently located on the proposed construction site and Easement area.

Removal of the fence shall be completed as soon as practical, but no later than 60 days following submission of a Fill and Grade Permit with Skagit County Planning and Development.

4. Term of Easement. This easement shall be perpetual and is intended to run with the land.

5. 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 levee improvement, flood control devices and levee system on said real property.

6. Survey. Grantee hereby incorporates as Exhibit "B" the attached survey drawings, identifying the location of said Easement area, Parcel boundaries, and the above identified outbuilding structures.

7. Consideration. The consideration for this Easement Agreement shall be in the lump sum amount of four thousand two hundred and ninety dollars (\$4,290.00) for said surveyed real property subject to said Easement, and other good and valuable consideration as agreed between the parties as provided for herein. Each party otherwise bears its own out-of-pocket costs for attorney fees, appraisal work, survey work, etc. Said consideration shall be paid in hand to Grantor within 30 days of recording this Easement Agreement.

8. Enlargement. To the extent the construction site is enlarged or the Grantee requires purchase of additional land or easement rights, Grantor and Grantee agree that said enlargement or purchase shall be subject to separate future negotiations. Should additional land or easement rights be sought by Grantee from Grantor, the parties agree to negotiate in good faith towards a purchase, based on appraisal.

9. Legal Consultation. Grantor acknowledges that it has had an opportunity to consult with legal counsel in entering into this agreement, and has done so, and executes the foregoing after having consulted with legal counsel, and as their free and voluntary act and deed.

GRANTOR:

By:

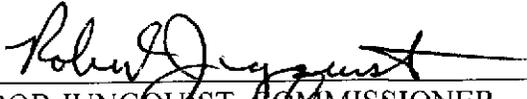
  
GARY L. HAYES, Husband

By:

  
MOLLY H. HAYES, Wife

GRANTEE:

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

By:   
BOB JUNGQUIST, COMMISSIONER

By:   
JASON VANDERKOOY, COMMISSIONER

By:   
MIKE ELDE, COMMISSIONER

STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

ss.

On this 14th day of September, 2017, before me personally appeared BOB JUNGQUIST, JASON VANDERKOOY, and MIKE ELDE, to me known to be Commissioners of SKAGIT COUNTY DIKE 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: [Handwritten Signature]  
Print Name: Erika E. Shultz  
Notary Public for Washington  
Residing in: Blaine  
My Appointment Expires: 12/11/20

STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

ss.

On this 14th day of September, 2017, before me personally appeared GARY L. HAYES, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be his 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.

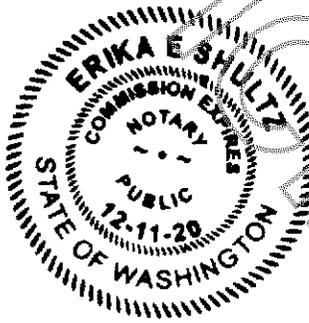


Signature: [Handwritten Signature]  
Print Name: Erika E. Shultz  
Notary Public for Washington  
Residing in: Blaine  
My Appointment Expires: 12/11/20

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF SKAGIT )

On this 14th day of September, 2017, before me personally appeared MOLLY H. HAYES, 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: [Handwritten Signature]  
Print Name: Erika E. Shultz  
Notary Public for Washington  
Residing in: Blaine  
My Appointment Expires: 12/11/20

**Dike District No. 1 – Seepage Berm: Gary Hayes**

A portion of Government Lot 13, Section 19, Township 34 North, Range 4 east, W.M., more particularly described as follows:

Beginning at a point 429 feet east and 30 feet south of the Northwest corner of Government Lot 13 of said Section 19;

Thence East parallel with the North line of Government Lot 13 a distance of 189.75 feet;

Thence South  $1^{\circ}24'22''$  West to the North line of the Right-of-Way of Dike District No. 1 and the Point of Beginning;

Thence North  $1^{\circ}24'22''$  East a distance of 23.08 feet;

Thence South  $74^{\circ}47'21''$  West a distance of 67.83 feet;

Thence South  $71^{\circ}15'18''$  West a distance of 101.65 feet;

Thence South  $68^{\circ}14'37''$  West a distance of 30.10 feet to the East line of the West 429 feet of said Government Lot 13;

Thence South  $1^{\circ}19'33''$  West on said East line a distance of 32.20 feet to said North line of the Right-of-Way for Dike District No. 1;

Thence North  $69^{\circ}34'00''$  East on said North line a distance of 202.58 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

0.13 Acres.



VICINITY MAP AND PROJECT LOCATION  
 SCALE 1"=80' AT 22"x34"  
 OR 1"=180' AT 11"x17"

**EROSION & SEDIMENTATION CONTROL NOTES**

1. EROSION CONTROL MEASURES AND MATERIALS SHALL MEET REQUIREMENTS AS SET FORTH IN SECTION 100 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
2. WHEN POSSIBLE, MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
3. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
4. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
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**EARTHWORK NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
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**SURVEY NOTES**

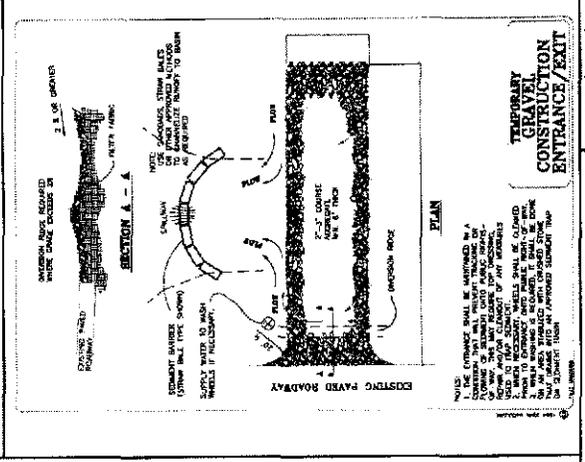
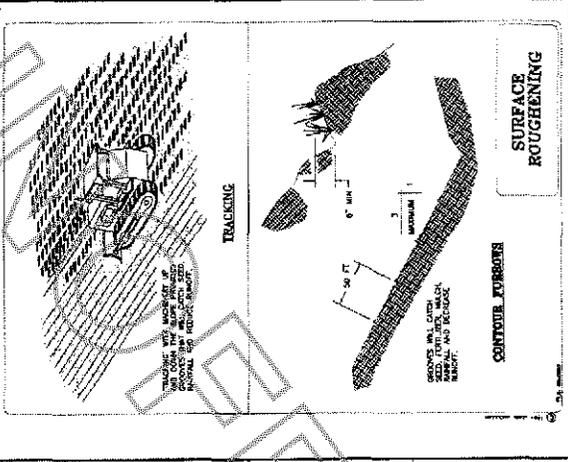
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10+40	10+40	10/10/10	ABC
10+50	10+50	10/10/10	ABC
10+60	10+60	10/10/10	ABC
10+70	10+70	10/10/10	ABC
10+80	10+80	10/10/10	ABC
10+90	10+90	10/10/10	ABC
11+00	11+00	10/10/10	ABC

**SCALES**  
 HORIZONTAL: 1" = 80'  
 VERTICAL: N/A  
 NOTE: IF ANY SHEET IS LESS THAN 27" x 34" WHEN SHOWN AS SHOWN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

**VICINITY MAP AND PROJECT LOCATION**  
 SCALE 1"=80' AT 22"x34"  
 OR 1"=180' AT 11"x17"

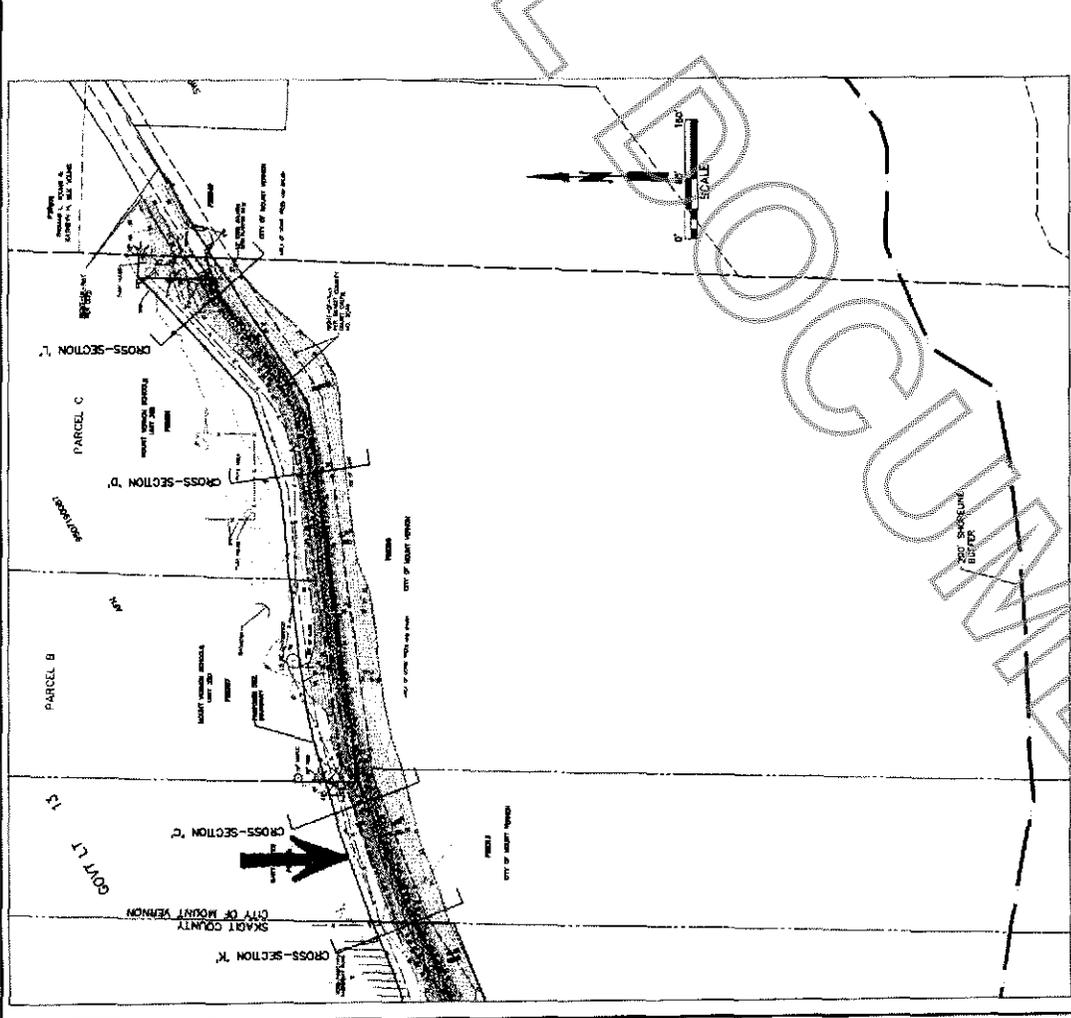
**EROSION & SEDIMENTATION CONTROL, AND CONSTRUCTION DETAILS**



**TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT**

FIELD BOOK NO.: 11A-18  
 DATE: 7/21/17  
 DRAWING: 507CS.DWG  
 JOB NO.: 5087  
 SHEET: 1

**SKAGIT COUNTY DIKE DISTRICT NO. 1**  
**2017 SEAFAGE BERM PROJECT**  
 PORTION GOVERNMENT LOT 13  
 SECTION 19, T. 34 N., R. 4 E., W.M.



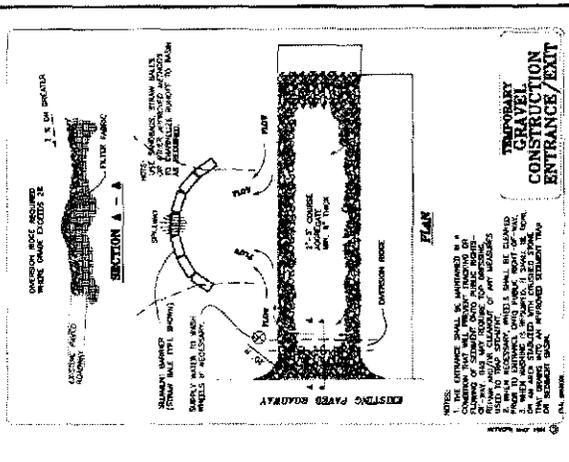
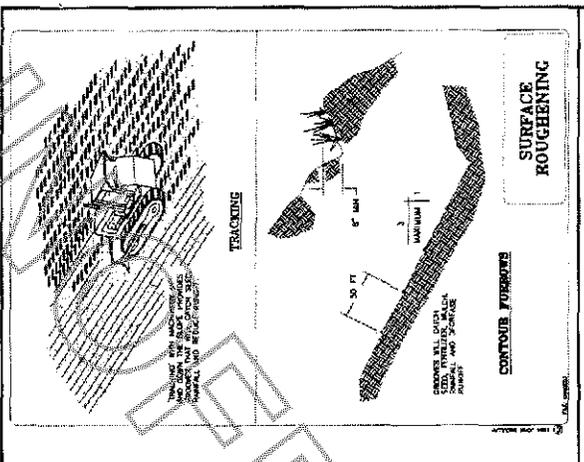
VICINITY MAP AND PROJECT LOCATION  
 SCALE 1" = 80' AT 22°34'  
 OR 1" = 160' AT 11°17'

**EROSION & SEDIMENTATION CONTROL NOTES**

1. ALL CONSTRUCTION ACTIVITIES AND TEMPORARY CONSTRUCTION ARE TO BE CONFINED TO THE PROJECT SITE AND NOT ALLOWED TO SPREAD TO ADJACENT PROPERTIES OR TO THE PUBLIC HIGHWAY.
2. EROSION CONTROL MEASURES SHALL BE INSTALLED BEFORE ANY EXCAVATION OR EARTHWORK BEGINS.
3. SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED BEFORE ANY EXCAVATION OR EARTHWORK BEGINS.
4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
5. ALL SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
6. ALL EROSION CONTROL MEASURES SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
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8. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
9. ALL SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
10. ALL EROSION CONTROL MEASURES SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
11. ALL SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.

**EARTHWORK NOTES**

1. ALL EARTHWORK SHALL BE ACCORDING TO THE SURVEY DATA.
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11. ALL EARTHWORK SHALL BE ACCORDING TO THE SURVEY DATA.



STA	IMPORT	EXPORT	CUMULATIVE
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0+00	0.00	0.00	0.00
0+10	1.00	0.00	1.00
0+20	2.00	0.00	2.00
0+30	3.00	0.00	3.00
0+40	4.00	0.00	4.00
0+50	5.00	0.00	5.00
0+60	6.00	0.00	6.00
0+70	7.00	0.00	7.00
0+80	8.00	0.00	8.00
0+90	9.00	0.00	9.00
1+00	10.00	0.00	10.00

SKACIT COUNTY DIKE DISTRICT NO. 1  
 2017 SEEPAGE BERM PROJECT  
 PORTION GOVERNMENT LOT 13  
 SECTION 18, T. 34 N., R. 4 E., W.M.

FIELD BOOK NO. U/L-18  
 DATE: 7/23/17  
 DRAWING: 507733.DWG  
 JOB NO.: 5067  
 SHEET: 1

SCALE: HORIZONTAL: 1" = 80'  
 VERTICAL: N/A  
 NOTE: IF THIS SHEET IS LESS THAN 22' BY THEN SHEET HAS BEEN REDUCED

COUNTY OF MOUNT VERNON  
 ENGINEER: [Signature]  
 CIVIL ENGINEER: [Signature]  
 LICENSE NO.: [Number]  
 EXPIRES: [Date]

NO. DATE REVISION BY (REV)