

AFTER RECORDING, RETURN TO:

Shultz Law Offices
127 E Fairhaven Avenue
Burlington, Washington 98233



201711210048

Skagit County Auditor \$83.00
11/21/2017 Page 1 of 10 12:16PM

EASEMENT AGREEMENT

GRANTOR: SHANE FAMILY LLC, a Washington Limited Liability Company;

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

LEGAL DESCRIPTION: A portion of Government Lots 3 and 13, Section 19, Township 34 North, Range 4 East, W.M. See attached Exhibit "A" for full legal description.

ASSESSOR'S PROPERTY TAX PARCEL NOS: P26311 (Xref: 340419-0-006-0009); P26314 (Xref: 340419-0-010-0003); P26330 (Xref: 340419-0-026-0005)

THIS AGREEMENT is made this 21st day of Nov., 2017, by and between SHANE FAMILY LLC, a Washington Limited Liability Company ("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;

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20175473
NOV 21 2017

Amount Paid \$ 83
Skagit Co. Treasurer
By HB Deputy

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, in lieu of exercise of eminent domain, 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 1400-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, Grantee 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. Term of Easement. This easement shall be perpetual and is intended to run with the land.

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

5. 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.

6. Consideration. The consideration for this Easement Agreement shall be in the lump sum amount of forty eight thousand eighty eight dollars (\$48,088.00) for said surveyed real property subject to said Easement, and other good and valuable consideration as agreed between the parties as provided for herein. Said purchase price is inclusive of compensation for all loss of crops as a result of the proposed project, as well as any related lost revenues and anticipated expense to replant and reestablish lost crops away from the project site. 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.

7. 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.

8. 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: SHANE FAMILY LLC, a Washington Limited Liability Company

By:

Its:

Tom Shane
Tom Shane, President

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

By:

Bob Jungquist
BOB JUNGQUIST, COMMISSIONER

By:

Jason Vanderkooy
JASON VANDERKOOY, COMMISSIONER

By: Mike Elde
MIKE ELDE, COMMISSIONER

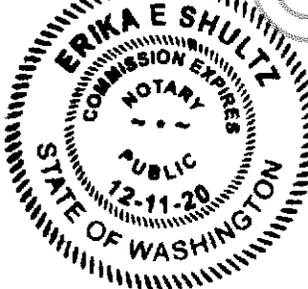
UNOFFICIAL DOCUMENT

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

ss.

On this 21st day of November, 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: 12/11/2020

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

ss.

On this 21st day of NOVEMBER, 2017, before me personally appeared Tom Shane, to me known to be the President of SHANE FAMILY LLC, a Washington Limited Liability Company, Grantor 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 limited liability company, 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 limited liability company

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: 12/11/2020

Dike District No. 1 – Seepage Berm: Shane Family, LLC

A portion of Government Lots 3 and 13, Section 19, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Commencing at the Northwest Corner of said Government Lot 3;
Thence South $0^{\circ}23'02''$ West on the West line of said Government Lot 3 a distance of 1371.01 feet to the centerline of Behrens & Millet Road, vacated to Dike District No. 1, January 16, 1996, as recorded in Auditor's File No. 96012300, and as shown on ROS AFN800707005, records of Skagit County, Washington and the Point of Beginning;
Thence North $57^{\circ}55'08''$ East on said centerline a distance of 273.25 feet;
Thence North $64^{\circ}20'16''$ East continuing on said centerline a distance of 132.96 feet to the east line, extended Southerly, of a tract owned by Dike District No. 1, recorded under Auditor's File No. 79991, records of Skagit County, Washington;
Thence North $0^{\circ}23'02''$ East on said East line extended a distance of 46.95 feet to the Northeast corner of said tract;
Thence North $89^{\circ}36'58''$ West on the North line of said tract a distance of 40.97 feet;
Thence North $78^{\circ}03'07''$ East a distance of 64.43 feet;
Thence North $87^{\circ}10'17''$ East a distance of 108.56 feet;
Thence South $83^{\circ}44'59''$ East a distance of 98.74 feet;
Thence South $85^{\circ}36'50''$ East a distance of 140.52 feet;
Thence North $75^{\circ}07'25''$ East a distance of 197.57 feet;
Thence North $79^{\circ}53'35''$ East a distance of 110.25 feet;
Thence South $89^{\circ}39'47''$ East a distance of 66.94 feet;
Thence South $79^{\circ}53'01''$ East a distance of 45.68 feet;
Thence South $71^{\circ}09'53''$ East a distance of 152.69 feet;
Thence South $75^{\circ}09'40''$ East a distance of 98.41 feet;
Thence South $76^{\circ}13'34''$ East a distance of 102.58 feet;
Thence South $80^{\circ}33'30''$ East a distance of 61.78 feet;
Thence North $72^{\circ}29'02''$ East a distance of 115.54 feet;
Thence North $68^{\circ}14'37''$ East a distance of 78.15 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 108.70 feet;
Thence South $68^{\circ}29'21''$ West a distance of 185.18 feet;
Thence North $80^{\circ}33'30''$ West a distance of 92.30 feet;
Thence North $76^{\circ}13'34''$ West a distance of 107.76 feet;
Thence North $75^{\circ}09'40''$ West a distance of 103.27 feet;
Thence North $71^{\circ}09'53''$ West a distance of 148.14 feet;
Thence North $79^{\circ}53'01''$ West a distance of 27.89 feet;
Thence North $89^{\circ}39'47''$ West a distance of 47.48 feet;
Thence South $79^{\circ}53'35''$ West a distance of 95.61 feet;
Thence South $75^{\circ}07'25''$ West a distance of 211.65 feet;
Thence North $85^{\circ}36'50''$ West a distance of 160.98 feet;
Thence North $83^{\circ}44'59''$ West a distance of 91.79 feet;

Thence South $87^{\circ}10'17''$ West a distance of 59.24 feet;
Thence South $68^{\circ}17'18''$ West a distance of 152.89 feet;
Thence South $56^{\circ}27'39''$ West a distance of 154.24 feet;
Thence South $60^{\circ}40'31''$ West a distance of 171.57 feet to said West line of Government Lot 3;
Thence North $0^{\circ}23'02''$ East on said West line a distance of 70.40 feet to the point of beginning.

EXCEPT existing right-of-way as described in Skagit County Court Cause #3049.

Situate in the county of Skagit, State of Washington.

2.64 Acres

LEGAL DESCRIPTION

SECTION 19, T. 34 N., R. 4 E., W. 4 M.,
 MOUNT VERNON, SKAGIT COUNTY, WASHINGTON
 FOR SKAGIT COUNTY DIKE DISTRICT NO. 1

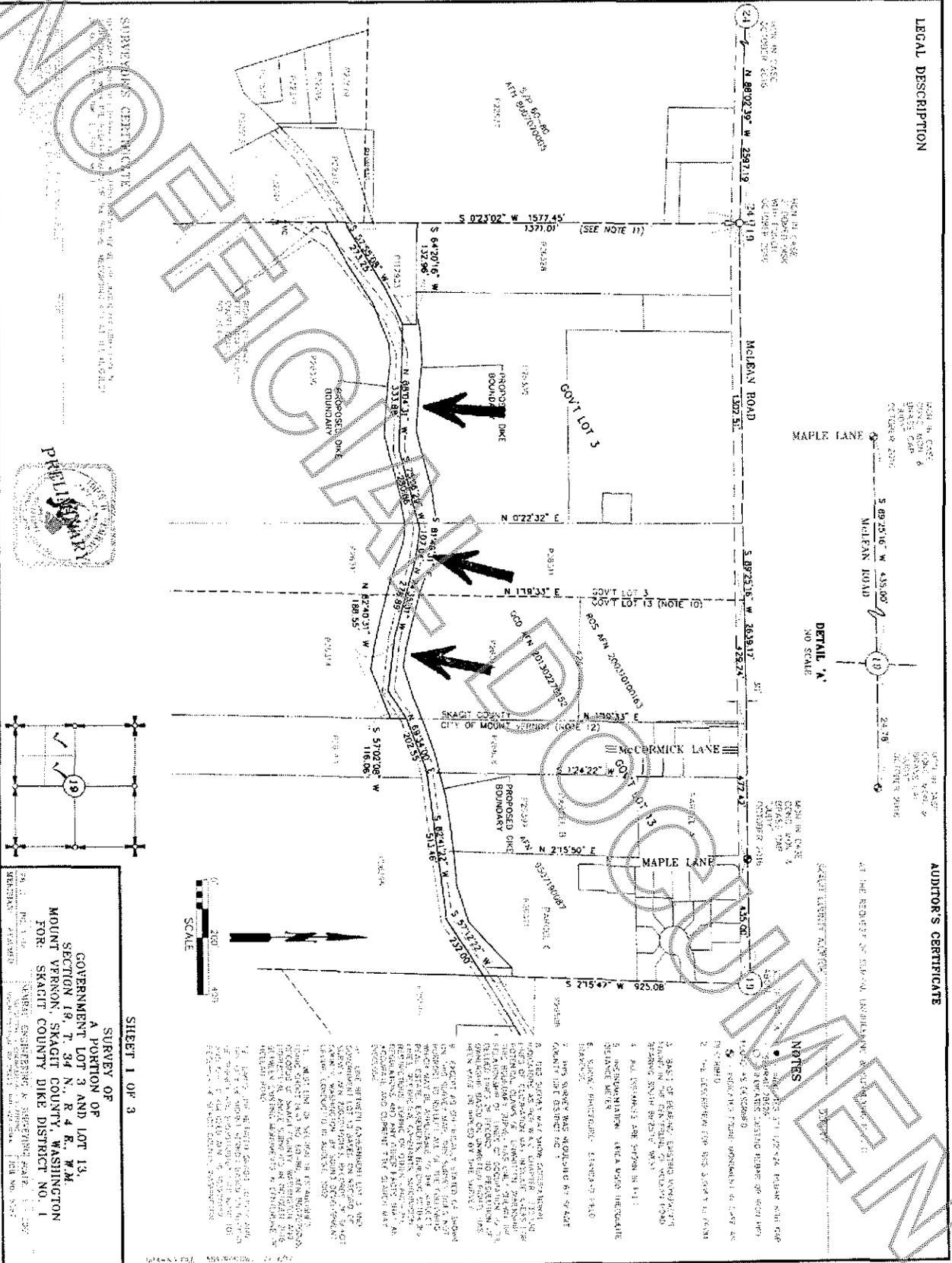
AUDITOR'S CERTIFICATE

AT THE REQUEST OF SAID LANDOWNER, AND IN ACCORDANCE WITH THE PROVISIONS OF RCW 86A.08.010, I HAVE REVIEWED THE RECORDS OF THE COUNTY ENGINEER AND THE RECORDS OF THE COUNTY ASSESSOR AND FIND THAT THE ABOVE DESCRIBED PROPERTY IS CORRECTLY DESCRIBED AND THE TAXES THEREON ARE CORRECTLY ASSESSED.

DETAIL 'A'
 NO SCALE

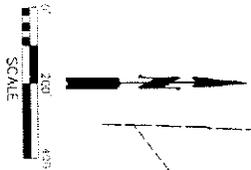
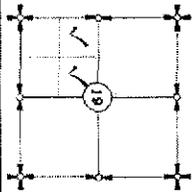
NOTES

1. THE PROPERTY IS SHOWN AS BEING A PORTION OF SECTION 19, T. 34 N., R. 4 E., W. 4 M., MOUNT VERNON, SKAGIT COUNTY, WASHINGTON.
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**SURVEY OF
 A PORTION OF
 GOVERNMENT LOT 3 AND LOT 13,
 SECTION 19, T. 34 N., R. 4 E., W. 4 M.,
 MOUNT VERNON, SKAGIT COUNTY, WASHINGTON
 FOR SKAGIT COUNTY DIKE DISTRICT NO. 1**

SHEET 1 OF 3



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