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06/17/2026 10:18 AM Pages: 1 of 19 Fees: \$321.50
Skagit County Auditor

When Recorded, Return to:

CDDID No.22
P.O. Box 535
Conway, WA 98238

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 17 2026

Amount Paid \$
By Ma Skagit Co. Treasurer Deputy

**PERPETUAL FLOOD PROTECTION LEVEE EASEMENT, TEMPORARY WORK
AREA EASEMENT, TEMPORARY ROAD EASEMENT, CONSTRUCTION ACCESS
EASEMENT, AND SEEPAGE BERM EASEMENT**

Grantors:	<u>SHIRLEY ANNE LEE</u>
Grantee:	<u>CONSOLIDATED DIKING AND IRRIGATION IMPROVEMENT DISTRICT NO. 22</u>
Legal Description: (abbreviated)	<u>Ptn SW ¼ of Section 36, Township 34 North, Range 3 East, AND Ptn NW ¼ of Section 1, Township 33 North, Range 3 East, W.M.. in Skagit County, Washington</u>
Additional on:	<u>EXHIBIT E p 16</u>
Assessor's Property Tax Parcel / Account No.	<u>P23216, P23217, P15237, P15238, P15239, P15276, P15323, P15279</u>
Reference Nos.:	<u>AF200403050126, AF202008210119</u>

This Perpetual Flood Protection Levee Easement, Temporary Work Area Easement, Temporary Road Easement, Construction Access Easement, and Seepage Berm Easement ("Easement") is granted this 4 day of JUNE, 2026, by **SHIRLEY ANNE LEE, a single person** ("Grantor"), to **SKAGIT COUNTY CONSOLIDATED DIKING AND IRRIGATION IMPROVEMENT DISTRICT NO. 22**, a Washington special purpose district (the "District" or "Grantee").

RECITALS

Grantor is the record owner of certain real property located on the Skagit River, in Skagit County, Washington, as legally described in **Exhibit E** attached hereto and incorporated herein by this reference("Grantor's Property").

Grantor's Property is depicted in material part on or described in **Exhibits A, Exhibit B, Exhibit C, and Exhibit D**, which are surveys or maps of the subject land either recorded with Skagit County or on file with the District (formerly and also known as Fir Island Dike District No. 22

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 ORIGINAL

and/or Consolidated Diking District No. 22, Skagit County Consolidated Diking Improvement District No. 22, and similar).

A. A levee was historically constructed and modified on and across the Grantor Property to protect agricultural, recreational, and residential areas from flooding of the Skagit River (as presently existing and as may change or be changed in the future, the "Levee"). The term levee and dike are used interchangeably within this instrument to mean the same flood protection structure as it may exist or have existed or may exist in the future.

B. The Grantor Property is encumbered by certain rights of record, for the benefit of Grantee, including, without limitation, certain easements for dikes recorded under Skagit County Auditor's File No.'s 9607120130 and 9607120131, and as shown on a survey of record at Skagit County Auditor's File No. 200403050126 (shown in part in **Exhibit A** hereto) and shown on the Boundary Line Adjustment recorded at Skagit County Auditor's File No. 202008210119 (shown in part in **Exhibit B** hereto), as shown on a 1993 survey by Gwynne D. Legro, registered professional Engineer and Land Surveyor of the Grantee's dike as it crosses and also burdens Grantor's Property depicted in Sheet 3-A, 3-B, and 3-C, dated June 30, 1993, on file with the Grantee, a portion of which is shown in **Exhibit C**, as said dike may be modified from time to time ("Dike"), and Grantor's Property is also encumbered by an easement to Grantee recorded under Skagit County Auditor's File No. 202304060103 ("Existing Easement(s)"). Moreover, Grantee is the successor in interest to Skagit County Dike District No.2's right of way as condemned by decree in Skagit County Superior Court No. 3049, on or about July 19, 1900.

C. Grantor desires to grant and convey to Grantee, and Grantee desires to accept, the rights described herein for purposes set forth herein. This Easement is supplemental to, and does not modify, alter, amend, renew or replace the Existing Easement(s), or any other of Grantee's rights, of record or otherwise.

D. Grantee is cooperating with the Army Corps of Engineers to perform PL 84-99 rehabilitation and/or repairs under a Project numbered SKA-06-26 ("DD22 Levee Project"), and expects the ACOE to perform work in 2026.

E. **Easement Map Exhibit D:** Exhibit D includes maps depicting the Easements herein. Reference is made to an 'Exhibit A' (shown in part in **Exhibit D** attached below) dated May 8, 2026, of the USACE LERRD Package for project SKA-06-26 and on file with the US Army Corps and also Skagit County Consolidated Diking and Irrigation Improvement District No. 22, which shows green (Perpetual Flood Protection Levee Easement), blue (Temporary Road Easement) and orange (Temporary Work Area Easement) areas overlaid on a map including the above referenced tax parcels and legal description of the subject Grantor's Property, all related to and in furtherance of the engineering plans on file with the Army Corps of Engineers. An overlay of the survey Exhibit C is on the present Exhibit D to show the centerline of the existing dike within the Perpetual Flood Protection Levee Easement Area. For clarity, the Perpetual Flood Protection Levee Easement Area granted herein includes, but is not limited to, Site 1 and Site 2, shown on the present Exhibit D.

F. **Exhibit D** hereto may be substituted with a legal description and survey map describing the same areas and areas herein otherwise described in Section 2 ("Grant of Easements") below prepared by a professional land surveyor and/or attorney, for rerecording purposes, and labeled Substitute Exhibit D and this instrument rerecorded within 3 years of initial recording. Grantor need not sign the new rerecording to replace the map in Exhibit D and Grantee may rerecord unilaterally.

EASEMENT

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth in this Easement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Recitals True.** The parties represent and warrant to each other that the foregoing recitals are true and correct and not misleading in any material respect and are incorporated herein.

2. **Grant of Easements.** Grantor hereby grants, conveys and warrants to Grantee the following easement rights in the Grantor Property:

(a) Perpetual Flood Protection Levee Easement. A perpetual and assignable right and easement in Grantor's Property, in those areas described in and as and where the existing levee or dike is shown on **Exhibit A, Exhibit B, Exhibit C**, and specifically as provided in **Exhibit D** including, but not limited to land described in **Exhibit D** as **Map IDs 1, 2, 4, 5, 6, 7**, on, over, and under those lands by this reference made a part hereof, to construct, maintain, repair, operate, patrol and replace a flood protection levee, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines ("Perpetual Flood Protection Levee Easement"). The Perpetual Flood Protection Levee Easement granted herein is a 65' wide strip centered on the centerline of the existing dike/levee shown on the surveys in Exhibit A, Exhibit B, and Exhibit C, including but not limited to the centerline as described in Skagit County Auditor's File No.'s 9607120130 and 9607120131.

(b) Temporary Work Area Easement. A temporary easement and right of way in, on, over and across the land described in **Exhibit D** as **Map IDs 2, 5, 6, 10**, for a period not to exceed one (1) year, beginning with date possession of the land is granted to the Grantee for use by the United States, its representatives, agents, and contractors as a work area, including the right to deposit fill thereon, move, store, and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the DD22 Levee Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and any other vegetation, structures, or obstacles within the limits of the right-of way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

(c) Temporary Road Easement. During any PL 84-99 repair and rehabilitation work, a temporary access easement and right-of-way in, on, over and across the land described in **Exhibit D** as **Map IDs 1, 2, 4, 5, 7, 8, 9** for the location, construction, operation, maintenance, alteration replacement of (a) road(s) and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated on **Exhibit D**; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. The Temporary Road Easement shall commence on the date this Easement is executed and shall terminate automatically upon completion of the DD22 Levee Project and removal of construction equipment from Grantor's Property, unless earlier terminated in writing by Grantee.

(d) Seepage Berm Easement. Except where space and ownership is limited by public road and/or other third party owned private property Grantor hereby grants a seepage berm easement, being a 50' wide strip adjacent to and landward the Perpetual Flood Protection Levee Easement, including the area described in Skagit County Auditor's File No.'s 9607120130 and 9607120131, and on or as otherwise described in Grantor's Property legally described in Exhibit E, for the future construction of a seepage berm ("Seepage Berm Easement") should Grantee ever so desire to construct at their own discretion and election. The Seepage Berm Easement granted herein by Grantor is primarily within Section 36 north of Skagit City Road, on Fir Island, Washington. The other lands owned by Grantor in Exhibit E in Section 1 appear to be adjacent to a public road landward of the Dike so the Seepage Berm Easement granted here would be between the road and the Dike, if such space exists. The Seepage Berm Easement is schematically depicted in Exhibit D.

(e) Construction Access Easement. Grantor(s) hereby grant to Grantee a nonexclusive ingress and egress easement over and across any road or drive that is located within the Grantor's Property that is convenient to access the Dike ("Construction Access Easement"), for purposes of vehicular and pedestrian access to the Perpetual Flood Protection Levee Easement and Seepage Berm Easement from Skagit City Road and/or Dry Slough Road, PROVIDED THAT the use shall be limited to only those times that the Dike District is maintaining, repairing or constructing on, under, or over the Perpetual Flood Protection Levee Easement and Seepage Berm Easement.

The grant herein includes the right to enter the Perpetual Flood Protection Levee Easement and Seepage Berm Easement to construct, reconstruct, maintain and repair a bank protection and other flood control works, including all appurtenances thereto, together with any enlargement or reconstruction thereof and to trim, cut, fell, and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with hazards to the structures, improvements, and/or utilities placed on, over, or under said land in the Perpetual Flood Protection Levee Easement and Seepage Berm Easement areas.

3. Conditions and Privileges of Easement Use.

a. The Grantee shall be solely responsible for compliance with all federal, state, and local laws governing or applicable to Grantee's use of the easements conveyed herein, including without limitation any responsibility to obtain, maintain, and comply with any necessary governmental permits, approvals, or licenses for Grantee's activities on the Levee Easement.

b. As, and to the extent, Grantee may so elect, and without limiting Grantee's rights hereunder, Grantee may delegate, assign, or apportion, to the United States, and/or any department or division thereof, and its representatives, agents, and contractors, all or a portion of Grantee's rights hereunder, subject to such terms and conditions as Grantee may deem appropriate, in its sole discretion, without the consent of Grantor.

c. This Easement constitutes a grant of affirmative rights in favor of Grantee and does not impose any obligations upon Grantee to exercise any such rights in any particular manner or at all. In no event shall Grantee's failure to exercise any of the rights granted hereunder in any particular timeframe constitute a waiver or abandonment of such rights.

d. The parties intend that this Easement will not modify, amend, or alter any existing written agreement between the parties, or any encumbrance on the Grantor Property. "Other District Rights" means any other rights of Grantee in or affecting Grantor's Property, whether arising by statute, prescription, condemnation, prior agreement, or otherwise. The rights granted to Grantee herein shall be deemed cumulative with any Other District Rights, this Easement is supplemental to, and does not modify, alter, amend, renew, replace, waive, or limit, the Existing Easements or any Other District Rights. Without limiting the foregoing, in the event of an irreconcilable conflict between this Easement and one or more Existing Easements, the terms of this Easement shall control.

4. Grantor's Reservation of Rights. Grantor(s) hereby reserve the right to cross the Levee Easement, by pedestrian means, in an approximately perpendicular manner to access any part of the Grantor Property that may be waterward of the Levee Easement; PROVIDED THAT, the Grantor(s) will consult with Grantee in connection with any such crossing and be subject to any reasonable conditions of crossing so as to not damage, impair, or interfere with the Levee, the Levee Easement, or any of Grantee's improvements therein or thereon.

Further, Grantor reserves the right to use the Grantor Property, in such manner and at such times as is not inconsistent with, and will not in any way interfere with, the rights herein granted to the Grantee; PROVIDED THAT Grantee shall have the right to exclude any use of the Levee Easement by Grantor, including, without limitation, pasturing of livestock, if Grantee determines in its reasonable discretion that such use may interfere with the exercise of Grantee's rights hereunder or to damage or endanger the Levee, or any of Grantee's improvements, turf, or other soil stabilizer thereon, or any flood control work, and Grantor(s) shall have the obligation to abide thereby upon notice of such exclusion from Grantee. Notwithstanding anything herein to the contrary, Grantor shall in no event cultivate any portion of the Levee Easement and shall not alter in any way the Levee or any of Grantee's improvements therein or thereon (if constructed), except as specifically and expressly set forth in the form of a written agreement executed by Grantee.

Grantor, (on Grantor's own behalf, and on behalf of its affiliates, parents, subsidiaries, shareholders, officers, directors, employees, agents, attorneys, predecessors, successors, and assigns) covenants not to participate, directly or indirectly, in any appeal of the issuance of any governmental approval, or in any environmental or administrative review, related to or in connection with Grantee's use of the Levee Easement for the purposes set forth herein.

5. Waiver of Compensation and Damages. Grantor (on Grantor's own behalf, and on behalf of its affiliates, parents, subsidiaries, shareholders, officers, directors, employees, agents, attorneys, predecessors, successors, and assigns) hereby releases and discharges Grantee (and its respective affiliates, parents subsidiaries, shareholders, officers, directors, employees, agents, attorneys, predecessors, successors and assigns) from any and all claims for compensation and/or damages in connection with Grantor's grant, and Grantee's exercise, of the rights hereunder ("**Released Matters**").

Grantor acknowledges that it may hereafter discover facts other than, or different from, those that Grantor knows or believes to be true with respect to the Released Matters, but nonetheless agrees expressly that Grantor shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, or contingent or non-contingent claim for compensation or damages, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of different or additional facts. This waiver and release shall be understood to include all such claims with respect to the Released Matters that Grantor does not know of or suspect to exist in its favor at the time of this waiver and release and which, if known by Grantor, might have affected its willingness to enter into this Agreement.

6. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this Easement. Without limiting the generality of the foregoing, this Easement and the terms and conditions contained herein shall be covenants running with the land and shall be binding upon Grantor's and Grantee's successors and assigns and all future owners of the Grantor Property.

7. Notice. Any notice required herein or permitted to be given or served by either party hereto upon the other shall be deemed given or served in accordance with the provisions of this Agreement, if personally served, delivered by national overnight courier (such as Fed Ex, UPS, DHL), or if mailed by United States Registered or Certified Mail, postage prepaid, properly addressed as follows, or to such address as either party shall provide in writing delivered in accordance with this Section:

If to Grantor: Shirley Anne Lee (or Current Owner)
18014 Skagit City Road
Mount Vernon, WA 98273

If to Grantee: CDIID No.22
PO Box 535
Conway, WA 98238

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8. Breach. In the event of any breach or threatened breach of this Easement, the non-defaulting party shall have the right to sue for damages and/or for specific performance and/or to enjoin such breach or threatened breach.

9. Attorneys' Fees. The substantially prevailing party in any action brought to enforce or interpret the terms of this Easement shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal, whether or not suit is commenced.

10. No Merger of Estates. The easements granted herein shall not extinguish or terminate by operation of the doctrine of merger or otherwise due to the existing or future common ownership of any rights in the real property described herein.

11. Complete Agreement. This Easement contains the entire agreement of the parties with respect to this subject matter and, except as expressly provided herein to the contrary, supersedes all prior or contemporaneous writings or discussions relating to the easements provided for herein. This Easement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee.

12. Choice of Law; Venue. This Agreement will be governed by and construed in accordance with the domestic laws of the state of Washington without giving effect to any choice or conflict of law provision or rule (whether of the state of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Washington. The parties hereby agree that the courts of the state of Washington in Skagit County, Washington, will have exclusive jurisdiction over any action brought by or against either party under this Easement. Each party hereby consents to such exclusive jurisdiction and waives any and all objections it might have thereto.

13. Time of the Essence. Time is of the essence of this Agreement and the performance of any obligations hereunder.

14. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to entry into this Easement, and the obligations hereunder, have been obtained.

15. Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect.

16. Captions and Capitalized Terms. The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

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17. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

18. Counterparts. This Agreement may be executed in one or more counterparts.

[Signatures on the following page]

EXECUTED as of the day and year first above written.

	GRANTOR: By: <u>Shirley Anne Lee</u> Name: SHIRLEY ANNE LEE, a single person
	GRANTEE: SKAGIT COUNTY CONSOLIDATED DIKING AND IRRIGATION IMPROVEMENT DISTRICT NO. 22, a Washington special purpose district By: <u>Matthew Nelson</u> Name: MATTHEW NELSON Its: Chairman

Approved as to form:

Peter C. Ojala
PETER C. OJALA, CDIID No. 22 Attorney

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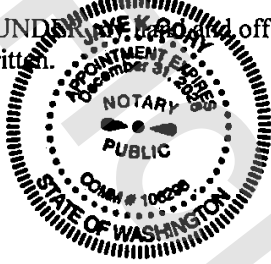
STATE OF WASHINGTON)

) SS.

COUNTY OF SKAGIT)

On this 4th day of June, 2026, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **SHIRLEY ANNE LEE, a single person**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



Jay K Coyle
Notary Public in and for the State of Washington
Residing at Canon, OR
My commission expires: 12-31-2028

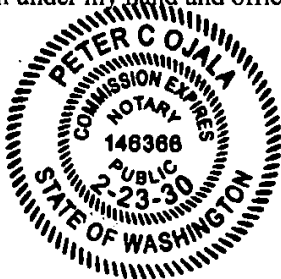
STATE OF WASHINGTON)

) SS.

COUNTY OF SKAGIT)

On this 5th day of JUNE, 2026, before me, the undersigned, personally appeared MATTHEW NELSON, to me known to be the CHAIRMAN of SKAGIT COUNTY CONSOLIDATED DIKE DRAINAGE AND IRRIGATION IMPROVEMENT DISTRICT NO. 22, a Washington special purpose district, and acknowledged to me that such person is authorized to execute, and did execute, the foregoing instrument as the free and voluntary act and deed of said district for the uses and purposes therein mentioned.

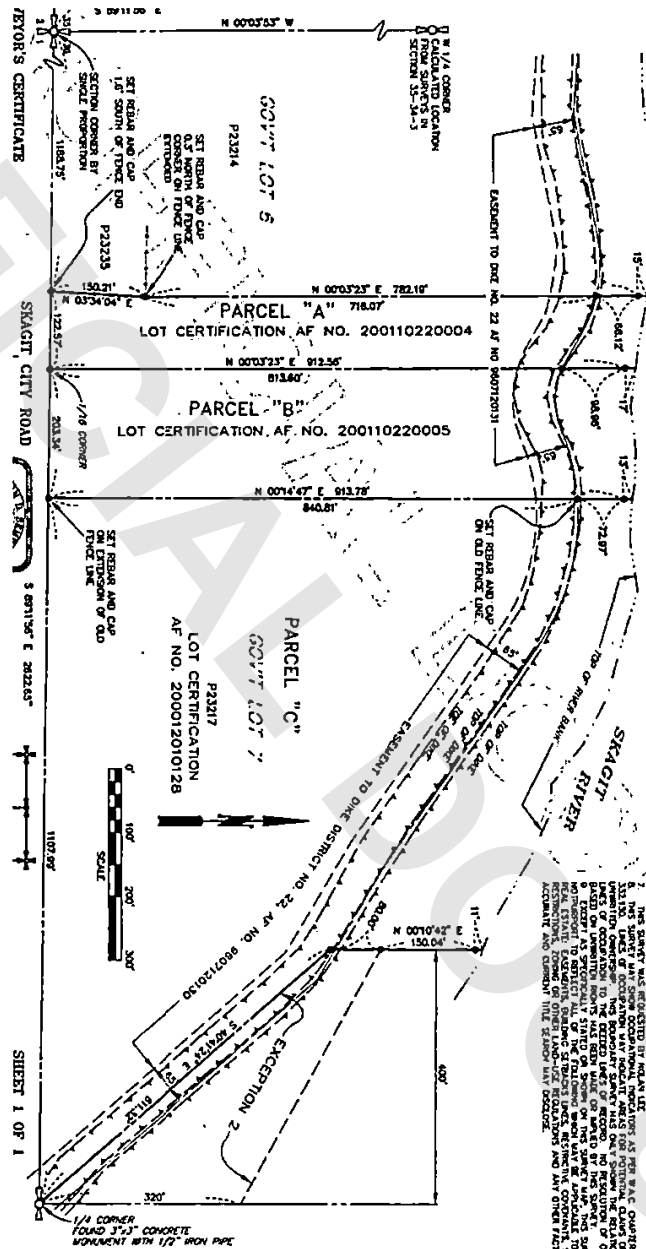
Given under my hand and official seal this 5 day of JUNE, 2026.



Peter C Jala
Notary Public in and for the State of Washington
Residing at SKAGIT WA
My commission expires: 2-23-30

EXHIBIT A

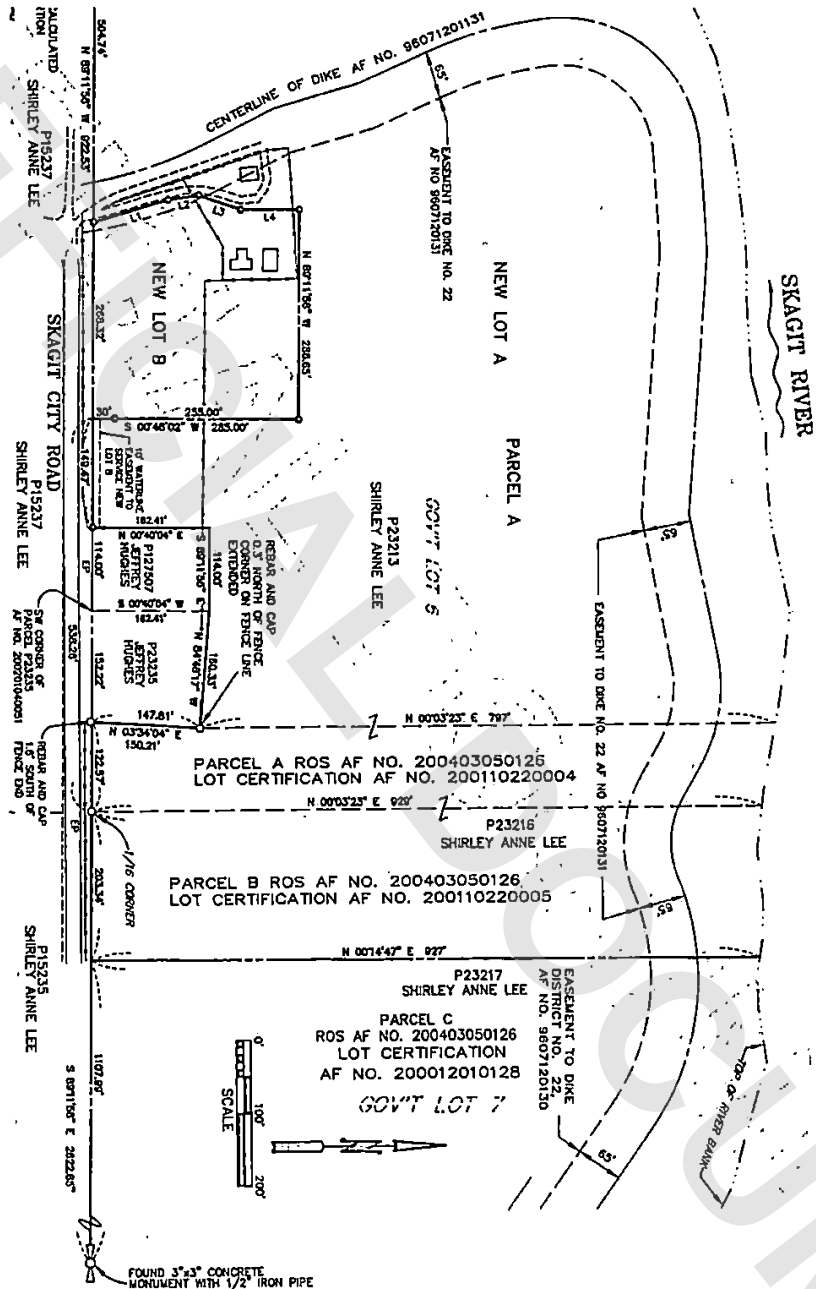
[RECORDED SURVEY AF NO. 200403050126 is hereby incorporated by reference]



PERTINENT EXCERPTS FROM SAID 2004 SURVEY (NOTE ROTATED ORIENTATION)

EXHIBIT B

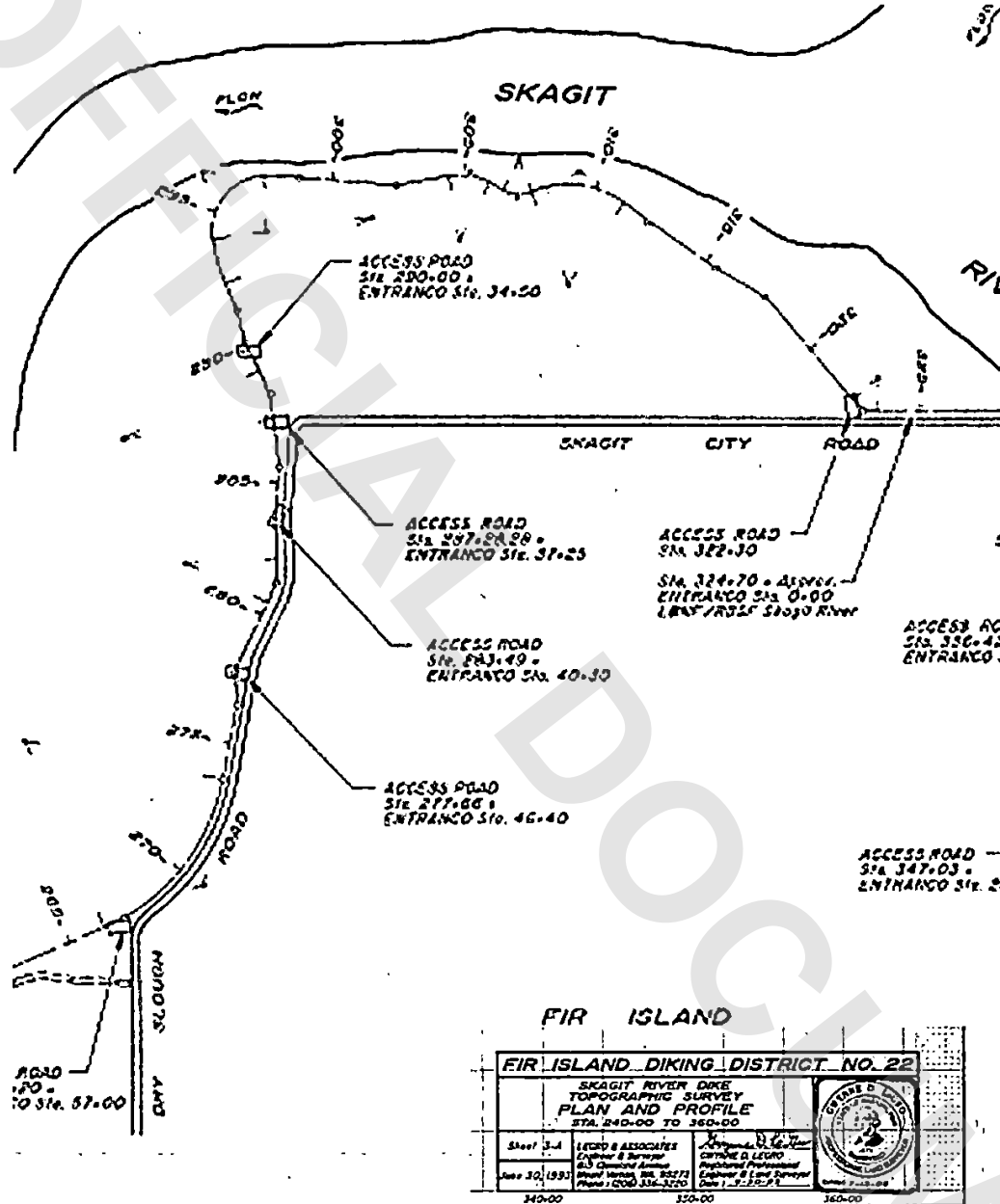
[RECORDED SURVEY AF NO. 202008210119 is hereby incorporated by reference.]



PERTINENT EXCERPTS FROM SAID 2020 SURVEY (NOTE ROTATED ORIENTATION)

EXHIBIT C

[CONSOLIDATED DIKING DISTRICT NO. 22 JUNE 30, 1993 SURVEY BY LEGRO ON FILE AT THE DISTRICT IS HEREBY INCORPORATED BY REFERENCE]

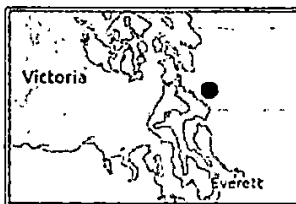
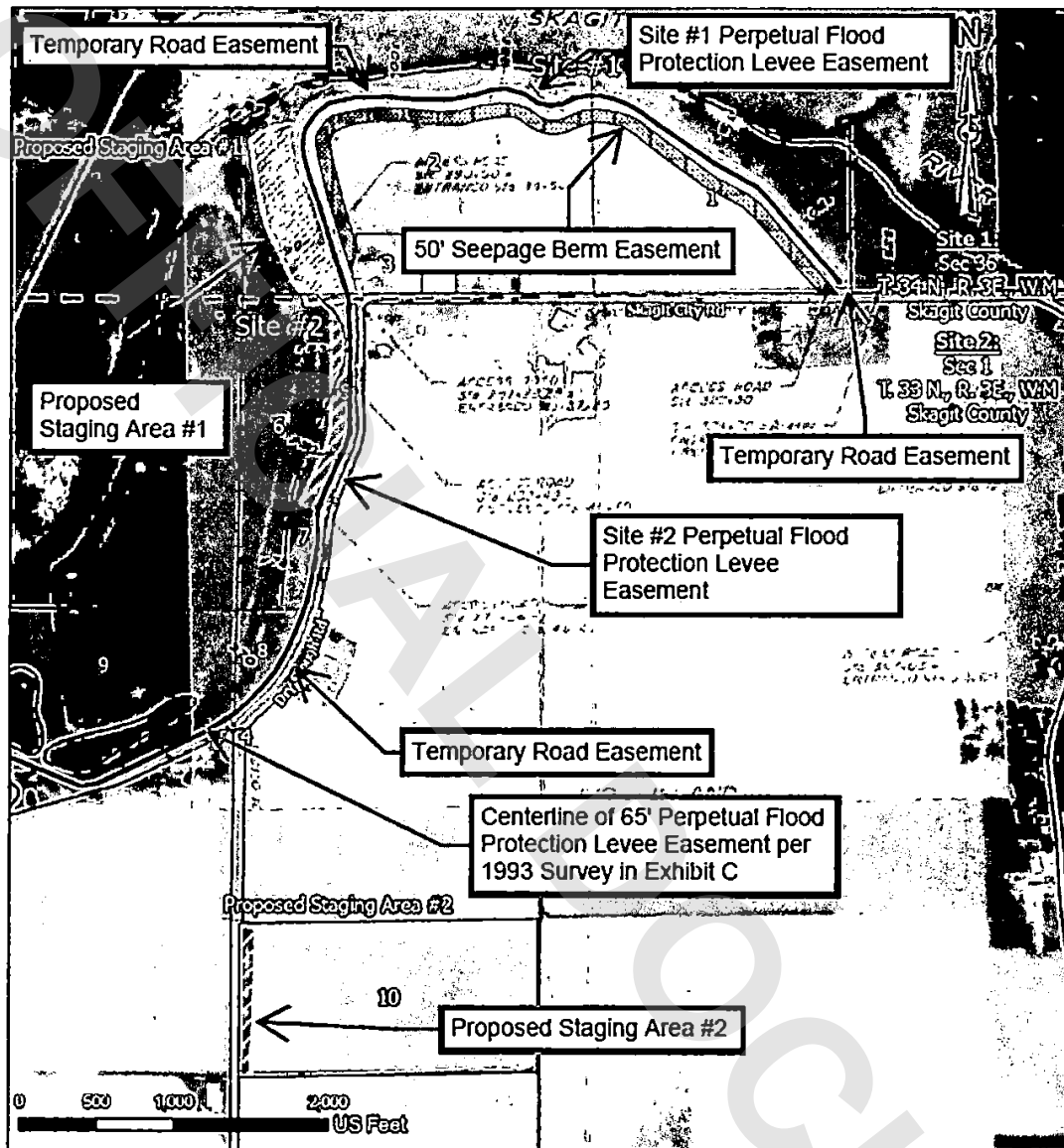


PERTINENT EXCERPTS FROM SAID 1993 SURVEY

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EXHIBIT D
[EASEMENT MAP OVERLAY]

Easement Map



Legend

- Temporary Road Access Easement
- Temporary Work Area Easement
- Perpetual Flood Protection Levee Easement
- Parcel
- Section

- Centerline of Perpetual Flood Protection Levee Easement
- 50' Seepage Berm Easement

#Skagit-Skagit D022 Skagit D022 aprx
Date: 8 May 2026

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EXHIBIT E

GRANTOR'S PROPERTY LEGAL DESCRIPTIONS: INCLUDING PARCELS P23216, P23217, P15237, P15238, P15239, P15276, P15323 AND P15279

PARCEL A [MAP ID #2] [P23216]:

THE WEST 4.50 ACRES OF GOVERNMENT LOT 7 AND THAT PORTION OF GOVERNMENT LOT 6, LYING EASTERLY OF DRY SLOUGH AND THE SOUTH 126.50 FEET OF THAT PORTION OF GOVERNMENT LOT 6 LYING WESTERLY OF DRY SLOUGH, IN SECTION 36, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.,

EXCEPT DIKE, DITCH AND COUNTY ROAD RIGHTS OF WAY,

AND EXCEPT THE FOLLOWING DESCRIBED TRACTS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 2 1/2 ACRES OF SAID LOT 6; THENCE NORTH 3°51' EAST ALONG AN EXISTING FENCE LINE AND ALONG THE WEST BOUNDARY LINE OF THE EAST 2 1/2 ACRES OF SAID LOT 6, A DISTANCE OF 147.81 FEET; THENCE NORTH 88°05' WEST ALONG AN EXISTING FENCE LINE A DISTANCE OF 159.25 FEET; THENCE SOUTH 0°57' WEST ALONG AN EXISTING FENCE LINE A DISTANCE OF 162.41 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 86°24' EAST ALONG AN EXISTING FENCE LINE AND ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 152.22 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF GOVERNMENT LOT 6, SECTION 36, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL CONVEYED BY DEED RECORDED ON JANUARY 4, 2002, UNDER AUDITOR'S FILE NO. 200201040051, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 0°57' EAST ALONG THE WEST LINE OF SAID PARCEL FOR A DISTANCE OF 162.41 FEET TO THE NORTHWEST CORNER THEREOF; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT FOR A DISTANCE OF 114 FEET; THENCE SOUTH 0°57' WEST FOR A DISTANCE OF 162.41 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID GOVERNMENT LOT; THENCE EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 114 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THAT PORTION OF GOVERNMENT LOT 6, SECTION 36, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT PARCEL CONVEYED BY DEED RECORDED ON JANUARY 4, 2002, UNDER AUDITOR'S FILE NO. 200201040051, RECORDS OF SKAGIT COUNTY, WASHINGTON;

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THENCE NORTH 89°11'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4
A DISTANCE OF 263.47 FEET TO A POINT LYING NORTH 89°11'56" WEST A DISTANCE
OF 538.26 FEET FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 6 BEING
THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°11'56" WEST, A DISTANCE OF 268.32;
THENCE NORTH 15°55'13" WEST, A DISTANCE OF 107.41 FEET;
THENCE NORTH 8°09'14" WEST, A DISTANCE OF 43.17 FEET;
THENCE NORTH 19°12'08" EAST, A DISTANCE 61.11 FEET;
THENCE NORTH 0°48'04" EAST, A DISTANCE 81.50 FEET;
THENCE SOUTH 89°11'56" EAST, A DISTANCE OF 286.65 FEET;
THENCE SOUTH 0°48'02" WEST A DISTANCE OF 285.00 FEET, MORE OR LESS, TO THE
SOUTH LINE OF SAID GOVERNMENT LOT 6 AND THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION WITHIN THE COUNTY ROAD RIGHT OF WAY.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 6, SECTION 36, TOWNSHIP
34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST LINE OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 3
EAST, W. M., AT A POINT WHICH IS 126.4 FEET NORTH OF THE SOUTHWEST CORNER
OF THE SAID SECTION;
THENCE NORTH 303.5 FEET;
THENCE SOUTH 26-28 EAST 339 FEET;
THENCE WEST 151.1 FEET TO THE PLACE OF BEGINNING,

EXCEPT THAT PORTION OF GOVERNMENT LOT 6 WEST OF DRY SLOUGH AND
NORTH OF A LINE 126.5 FEET NORTH OF THE SOUTH LINE OF LOT 6 AND SOUTH OF
A LINE 181 FEET NORTH OF THE SOUTH LINE OF LOT 6.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL B [MAP ID#1] [P23217]:

GOVERNMENT LOT 7 OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.,

EXCEPT COUNTY ROAD ALONG THE SOUTH LINE THEREOF,

ALSO EXCEPT THOSE PORTIONS THEREOF LYING WITHIN THE BOUNDARIES OF
THE FOLLOWING DESCRIBED TRACTS:

THAT CERTAIN TRACT CONVEYED TO CHARLES O. NELSON BY DEED DATED
NOVEMBER 20, 1905, RECORDED NOVEMBER 21, 1905, UNDER AUDITOR'S FILE NO.
54420 IN VOLUME 60 OF DEEDS, PAGE 552, DESCRIBED THEREIN AS FOLLOWS:

THE WEST 4½ ACRES OF LOT 7.

BEGINNING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 7;

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THENCE NORTH ON THE EAST LOT LINE 320 FEET, MORE OR LESS, TO THE BANK OF THE SLOUGH, AS THE SAME EXISTED ON FEBRUARY 21, 1907;
THENCE WEST ALONG THE BANK OF SAID SLOUGH TO A POINT 400 FEET WEST OF THE EAST LINE OF SAID GOVERNMENT LOT 7; THENCE SOUTH 80 FEET;
THENCE IN A SOUTHEASTERLY DIRECTION IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

THAT PORTION OF GOVERNMENT LOT 7 LYING WITHIN THE RIGHT OF WAY OF DIKE DISTRICT NO. 2 AS CONDEMNED BY DECREE FILED JULY 19, 1900 IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 3049.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL C [MAP ID#5] [P15237]:

THAT PORTION OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 1, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M., LYING EASTERLY OF DRY SLOUGH,

EXCEPT DIKE AND DITCH RIGHTS OF WAY AS DESCRIBED IN DEED TO DIKING DISTRICT NO. 2, RECORDED MARCH 29, 1921, IN VOLUME 114 OF DEEDS, PAGE 508, RECORDS OF SKAGIT COUNTY, WASHINGTON,

AND EXCEPT COUNTY ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL D [MAP ID#6] [P15239]:

THAT PORTION OF GOVERNMENT LOT 4, SECTION 1, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M., LYING WESTERLY OF DRY SLOUGH,

EXCEPT COUNTY ROADS,

AND EXCEPT DIKE RIGHT OF WAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL E [MAP ID #7] [P15238]:

THAT PORTION OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4, LYING EASTERLY OF DRY SLOUGH,

EXCEPT DIKING DISTRICT NO. 2 RIGHTS OF WAY,

ALSO EXCEPT COUNTY ROAD RIGHT OF WAY KNOWN AS THE DRY SLOUGH ROAD;

AND ALSO EXCEPT THAT 30-FOOT WIDE STRIP OF LAND CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED OCTOBER 16, 1952, AND RECORDED NOVEMBER 19, 1952, UNDER AUDITOR'S FILE NO. 482137.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL F [MAP ID#8] [PTN OF P15276]

LOT 2 OF SKAGIT COUNTY SHORT PLAT NO. PL06-0591, APPROVED JUNE 11, 2007, AND RECORDED JUNE 12, 2007, UNDER AUDITOR'S

FILE NO. 200706120131, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL X [MAP ID#9] [P15323]:

A PORTION OF THE SE ¼ OF THE NE ¼ OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M., N OF DRY SLOUGH, BEING A PARCEL BEING APPROXIMATELY 21.06 AC, AND DESCRIBED FURTHER AS CU F&A #647 AF#781948 1973 TRNSF AF#832662.

PARCEL ROW [ROW – 68264][MAP ID#4]:

That portion of the Dike and land underlying the unused westerly extension of Skagit City Road right of way and road, if any, adjacent to and between **Parcel A** [MAP ID#2] [P23216] as described above and **Parcel C** [MAP ID#5] [P15237] above, limited to the area that includes the existing Dike and/or Levee.

PARCEL Y [Map ID#10][P15279]

THE NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M., EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED MAY 16, 1952, UNDER AUDITOR'S FILE NO. 475219.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.