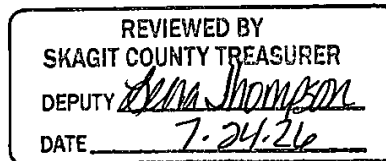


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07/24/2026 12:43 PM Pages: 1 of 9 Fees: \$311.50
Skagit County Auditor

WHEN RECORDED RETURN TO:

Swinomish Indian Tribal Community
Land Management Department
11404 Moorage Way
La Conner, WA 98257



Reference No. of Related Document: N/A
Grantor: Similk, Inc., dba Swinomish Golf Links
Grantee: Susan Conta
Abbreviated Legal Description: Ptn. SW ¼ NE ¼, Sec. 8, Twp. 34N, Rge. 2E, W.M.
Full Legal Description: Located on pages 1 and 5 – 7
Assessor's Tax
Parcel Nos.: P19984 and P69229

PERMANENT EASEMENT AGREEMENT FOR IMPROVEMENTS

The undersigned property owners are neighbors owning adjoining property in Skagit County located in the State of Washington.

The property of Similk, Inc., dba Swinomish Golf Links, a wholly owned enterprise of the Swinomish Indian Tribal Community, ("Similk Property"), with Skagit County Tax Parcel No. P19984 and the full legal description is provided in **Exhibit A**.

The property of Susan W. Conta ("Conta Property") is legally described as:

Lot One (1), Block three (3), "Similk Beach", according to the plat thereof, recorded in volume 4 of plats, page 51, records of Skagit County, WA.

Tax Parcel No. P69229.

Similk, Inc., dba Swinomish Golf Links, as grantor ("Grantor") and Susan W. Conta, as grantee ("Grantee") hereby acknowledge and stipulate to the following:

1. A Registered Professional Land Surveyor surveyed the Similk Property and found that the existing concrete wall and landscaping from the Conta Property are encroaching on the Similk Property, as shown on the survey attached hereto as **Exhibit B** and incorporated herein by reference. It is the parties' understanding that the septic drain field serving the Conta Property is also in this area.
2. The existing concrete wall, landscaping, and septic drain field from the Conta Property (together, the "Encroachments") are encroaching on Similk Property, as shown on **Exhibit B**. This area of encroachment is legally described in **Exhibit C**, attached hereto, and may be referred to herein as the "Easement Area".
3. The location of the existing Encroachments do not accurately represent the deeded boundaries between the Similk Property and the Conta Property.
4. Grantor and Grantee agree to a perpetual easement to address the Encroachments and Grantor herein grants a perpetual easement to Grantee to the Easement Area so the Encroachments may remain on the Similk Property with Grantor's permission. If either the concrete wall or landscaping are reconstructed, removed, or repaired beyond regular maintenance, the structure(s) subject to the reconstruction, removal, or repair shall be placed entirely on the Conta Property.
5. Grantee shall be solely responsible for all costs and expenses necessary for the upkeep, repair, maintenance, removal, and the like of the Easement Area, including, without limitation all of the Encroachments.
6. Conta agrees to indemnify, defend, and hold Similk and its officers, agents, and employees harmless from and against any liability, loss, costs, damages, fees, and expenses, including, but not limited to, attorneys' fees, for and against any and all claims, causes of action, or damages related to any contamination or injury caused by the septic drain field to neighboring property or properties or any act or omission by Conta or her licensees, or invitees in their use of the Easement Area.
7. In exchange for the grant of easement herein, Grantee waives all right to claim ownership of all or any part of the Easement Area through the doctrine of adverse possession and under any practical location doctrine which is now or hereafter recognized under Washington law.
8. This Agreement shall run with the land and allow Grantee and its successors and assigns permissive use of the Easement Area for existing encroaching structures encroaching on Similk Property. The terms and conditions of this Agreement will be binding upon, and the benefits of this Agreement, will inure to, the successors, grantees, and assigns of the owners of the Similk Property and Conta Property until any termination described herein.
9. In the event that any provision of this Agreement is declared to be invalid, illegal, or unenforceable, such provision will survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof will not in any way be

affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this agreement.

10. This Agreement will constitute the entire agreement between the parties. Any revisions or modifications to the agreements herein must be in writing and signed by authorized representatives of the owner of the Similk Property and the owner of the Conta Property.

Dated this 9th day of June, 2026.

Susan Conta

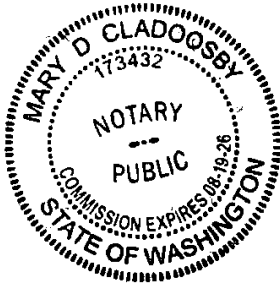
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that SUSAN CONTA is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

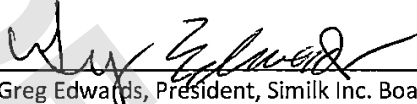
Dated: June 9, 2026

Mary D Cladoosby
Notary Public in and for the State of Washington
Residing at 8192 LeComer
My commission expires: 8-19-26



Dated this 11 day of June, 2026.

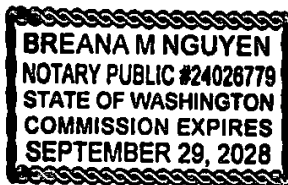
Similk, Inc.

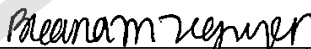


Greg Edwards, President, Similk Inc. Board of Directors

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this 11 day of June, 2026, personally appeared before me GREG EDWARDS, known to me and to me known to be the President of the Similk Inc. Board of Directors and who executed the within and foregoing instrument and acknowledged that they signed the same as the authorized act and deed of Similk Inc. for the uses and purposes therein mentioned.





Notary Public in and for the State of Washington
Residing at Skagit
My commission expires: September 28,
September 29, 2028 mm

EXHIBIT A

A) Similk Inc. Property Legal Description:**PARCEL "A":**

THOSE PORTIONS OF SECTIONS 5 AND 8 OF TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 5;
THENCE SOUTH $2^{\circ}12'20''$ WEST ON THE EAST LINE OF SAID SECTION 5 A DISTANCE OF 2,632.62 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 5;
THENCE NORTH $88^{\circ}21'40''$ WEST 1,308.93 FEET TO THE NORTHWEST CORNER OF THE NORTH $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 8;
THENCE SOUTH $0^{\circ}29'45''$ WEST A DISTANCE OF 327.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 8;
THENCE SOUTH $88^{\circ}14'20''$ EAST ALONG THE SOUTH BOUNDARY OF SAID NORTH $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 8, A DISTANCE OF 370.0 FEET PLUS OR MINUS TO THE CENTERLINE OF "SIMILK BEACH ROAD";
THENCE SOUTHERLY ALONG SAID CENTERLINE OF "SIMILK BEACH ROAD, NOW KNOWN AS CHRISTIANSON ROAD" TO THE NORTH BOUNDARY OF "FAIRWAY DRIVE ROAD, NOW KNOWN AS SATTERLEE ROAD" AS PLATTED IN THE PLAT OF "SIMILK BEACH, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH $76^{\circ}22'$ WEST ALONG THE NORTH BOUNDARY OF "FAIRWAY DRIVE ROAD" A DISTANCE OF 900.0 FEET PLUS OR MINUS TO THE SOUTH CORNER OF BLOCK 8, "BEACH VIEW ADDITION TO SIMILK BEACH";
THENCE NORTHWESTERLY ALONG THE NORTH BOUNDARY OF "FAIRWAY DRIVE ROAD" AND THE EASTERLY BOUNDARY OF "GREEN STREET NORTH" TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, "BEACH VIEW ADDITION TO SIMILK BEACH" PLAT;
THENCE SOUTH $89^{\circ}54'$ EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 1, 100.0 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH $0^{\circ}06'$ EAST ALONG THE EAST BOUNDARY OF SAID LOT 1, 40.0 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH $4^{\circ}01'$ EAST A DISTANCE OF 605.0 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF THE "WEST GOLF ADDITION TO SIMILK BEACH" PLAT;
THENCE NORTH $18^{\circ}0'$ WEST A DISTANCE OF 431.35 FEET TO THE NORTHEAST CORNER OF SAID "WEST GOLF ADDITION TO SIMILK BEACH";
THENCE NORTH $85^{\circ}59'$ WEST ALONG THE NORTH BOUNDARY OF SAID "WEST GOLF ADDITION TO SIMILK BEACH" TO THE NORTHWEST CORNER OF "GREEN STREET NORTH" WHERE IT TERMINATES AT THE NORTH BOUNDARY OF "WEST GOLF ADDITION TO SIMILK BEACH" TO SAID "SIMILK BEACH" PLAT;
THENCE NORTH $18^{\circ}0'$ WEST A DISTANCE OF 306.32 FEET; THENCE WEST A DISTANCE OF 309.50 FEET;
THENCE NORTH A DISTANCE OF 705.55 FEET;
THENCE NORTH $88^{\circ}21'40''$ WEST A DISTANCE OF 489.0 FEET TO THE CENTERLINE OF THE COUNTY ROAD WHICH IS ALSO THE CENTERLINE OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.;

PARCEL "A" CONTINUED:

THENCE NORTH 0°05'30" EAST ALONG SAID SECTION 8 CENTERLINE, A DISTANCE OF 408.02 FEET TO THE SOUTH ¼ CORNER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.;
THENCE NORTH 1°38'20" EAST ALONG THE CENTERLINE OF SAID SECTION 5 A DISTANCE OF 1,583.08 FEET TO THE NORTHWEST CORNER OF THE SOUTH 15 RODS OF GOVERNMENT LOT 2, SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.;
THENCE SOUTH 87°56'32" EAST A DISTANCE OF 359.0 FEET;
THENCE NORTH 1°38'20" EAST A DISTANCE OF 748.36 FEET;
THENCE EAST A DISTANCE OF 404.0 FEET;
THENCE NORTH 28°45' WEST A DISTANCE OF 105.0 FEET PLUS OR MINUS; THENCE NORTH 13°33' WEST A DISTANCE OF 225.4 FEET;
THENCE NORTH 8°05' WEST A DISTANCE OF 270.0 FEET PLUS OR MINUS TO THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STATE HIGHWAY 536;
THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE PROJECTED TO THE EAST SECTION LINE OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.;
THENCE SOUTH 1°56' WEST ALONG SAID EAST SECTION LINE TO THE EAST ¼ CORNER OF SAID SECTION 5, THE POINT OF BEGINNING.

EXCEPT THEREFROM THE SEVEN FOLLOWING DESCRIBED TRACTS:

A.) THE RIGHT-OF-WAY OF THE SKAGIT COUNTY ROAD KNOWN BOTH AS THE CHRISTIANSON ROAD AND AS THE SIMILK BEACH ROAD;

B.) BLOCK 8 OF "SIMILK BEACH, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON;

C.) BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 4, "SIMILK BEACH, SKAGIT CO., WASH."; THENCE SOUTH 02°27' EAST A DISTANCE OF 20 FEET;
THENCE SOUTH 87°33' WEST A DISTANCE OF 100 FEET, MORE OR LESS, TO THE EAST LINE OF "GREEN STREET NORTH";
THENCE NORTH 01°28' EAST A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, "SIMILK BEACH, SKAGIT CO., WASH."; THENCE NORTH 87°33' EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING

D.) THE ROAD RIGHTS-OF-WAY ALONG THE WEST LINE THEREOF KNOWN AS THE GIBRALTER ROAD AND STATE HIGHWAY NO. 20;

E.) THAT PORTION THEREOF, IF ANY, LYING WITHIN THOSE CERTAIN PREMISES CONVEYED TO DANIEL A. SWANSON, ET AL, BY THAT CERTAIN PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED RECORDED OCTOBER 22, 1981, UNDER AUDITOR'S FILE NO. 8110220019;

F.) THE RIGHT-OF-WAY FOR STATE HIGHWAY NO. 20;

G.) THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, PLAT OF SIMILK BEACH; THENCE EASTERLY ON NORTH

LINE EXTENDED OF SAID LOT 2 SOUTH $86^{\circ}04'53''$ EAST 11.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID LOT 2 SOUTH $03^{\circ}59'11''$ WEST 29.99 FEET; THENCE WESTERLY ALONG THE SOUTH LINE EXTENDED OF SAID LOT 2 NORTH $86^{\circ}04'12''$ WEST 11.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHERLY ALONG SAID EAST LINE NORTH $03^{\circ}59'11''$ EAST 29.99 FEET TO SAID NORTHEAST CORNER AND THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., EXCEPT COUNTY ROAD, AND EXCEPT THE SOUTH 100 FEET OF THAT PORTION OF SAID PROPERTY LYING EASTERLY OF THE COUNTY ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B

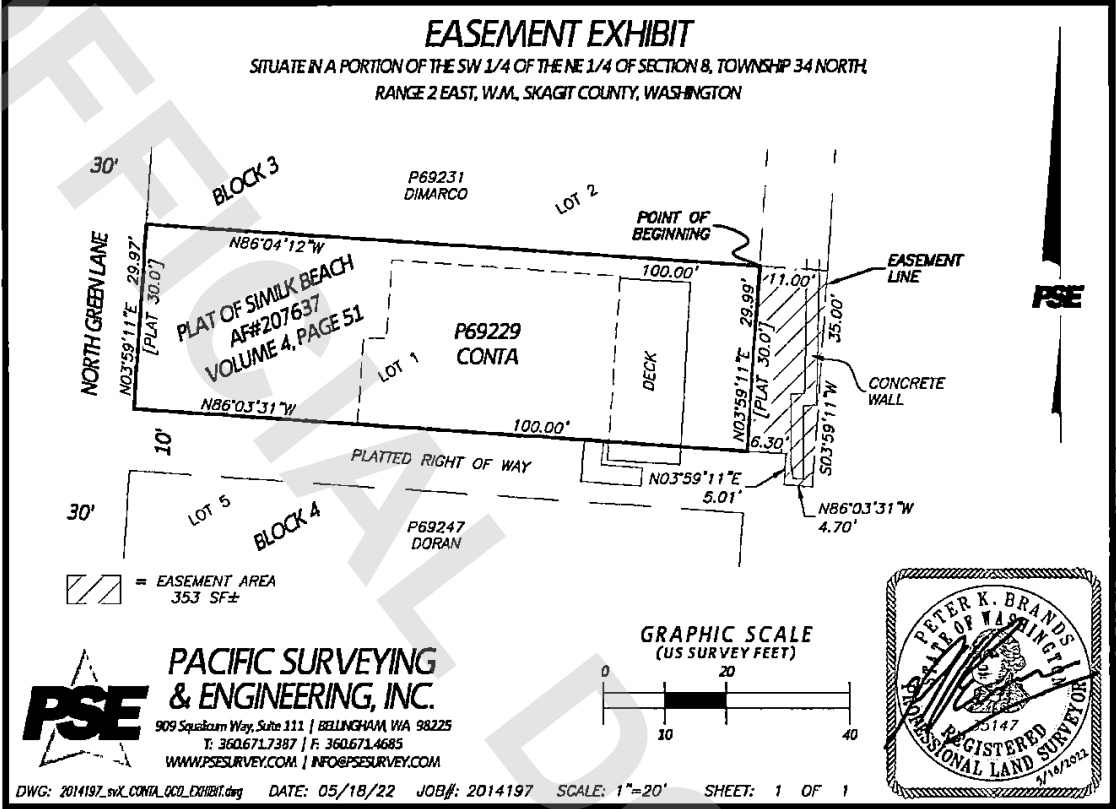


EXHIBIT C



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squallicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4585 Email info@pcesurvey.com

EASEMENT EXHIBIT

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 3, PLAT OF SIMILK BEACH AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 207637; THENCE EASTERLY ALONG THE NORTH LINE, EXTENDED, OF SAID LOT 1, SOUTH 86°04'12" EAST 11.00 FEET; THENCE SOUTH 03°59'11" WEST 35.00 FEET; THENCE NORTH 86°03'31" WEST 4.70 FEET; THENCE NORTH 03°59'11" EAST 5.01 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, EXTENDED; THENCE ALONG SAID LINE NORTH 86°03'31" WEST 6.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 03°59'11" EAST 29.99 FEET TO SAID NORTHEAST CORNER AND THE POINT OF BEGINNING.

CONTAINING 353 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

