

Real Estate Division
Acquisition Branch

JUN 28 1996

Mr. Douglas Barnet
Project Manager
Skagit County Diking District No. 17
610 North Waugh Road
Mt. Vernon, Washington 98273

Dear Mr. Barnet:

Enclosed for signature by the Commissioners for Diking District No. 17 is Supplemental Agreement No. 1, enclosure 1 (quadruplicate) to the Project Cooperation Agreement of April 1, 1996. Supplemental Agreement No. 1 is for the U.S. Government to perform work described in FEMA DSR's No. 49965 and 49966.

Also, enclosed for your signature is a Certification of Lands document, Enclosure 2, (duplicate) that covers the FEMA sites identified in DSR's 49965 and 49966.

Please have the Commissioners sign 3 copies of Supplemental Agreement No. 1, and one copy of the Certification of Lands document. Return 3 signed agreements and one signed Certification of Lands in the envelope provided. Please leave the date on the first page, first paragraph blank. The Seattle District Engineer fills in this date when he signs the agreements.

Please send a check made payable to "FAO, USAED, Portland (Seattle)" for \$356,508 (This figure includes \$10,000 for engineering and design costs.) by July 11, 1996. We will provide you with a final accounting of the total construction costs for the FEMA work following completion of the work.

Please contact me at (206) 764-3666, or Paul Komoroske at (206) 764-3406 if you have any questions regarding this agreement or the construction schedule.

Sincerely,

Enclosures

Wanda F. Gentry
Realty Specialist
Acquisition Branch

Copy Furnished:
Arnold Moores, Commissioner, Skagit County
Diking District No. 17, 2548 River Bend Road
Mt. Vernon, Washington 98273

CENPS-RE-AQ (W. Gentry/D. Garton)
CENPS-OP-EM (D. Weber/MacGregor)
CENPS-OC (S. Nelson)

**SUPPLEMENTAL AGREEMENT NO. 1
TO THE AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY
AND
SKAGIT COUNTY DIKING DISTRICT NO. 17
FOR LEVEE RESTORATION ON THE SKAGIT RIVER
JOB NO. SKA-1-95**

THIS SUPPLEMENTAL AGREEMENT NO. 1, entered into this _____ day of _____ 1996, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through by the District Engineer, Seattle District, U.S. Army Corps of Engineers, and Skagit County Diking District No. 17, (hereinafter referred to as the "Local Sponsor") acting by and through the Commissioners for Skagit County Diking District No. 17.

WITNESSETH THAT:

WHEREAS, the Government and the Local Sponsor entered into a Project Cooperation Agreement on April 1, 1996, for levee restoration in Diking District No. 17 on the Skagit River, designated as Job No. SKA-1-95; and,

WHEREAS, the Local Sponsor has requested the Government to perform the work described in Exhibit "A" attached hereto containing Federal Emergency Management Agency Damage Survey Reports No. 49965, and 49966 dated January 18, 1996; and,

WHEREAS, The Government and the Local Sponsor desire to amend the referenced Agreement to accomplish said FEMA DSR's No. 49965 and 49966 work.

NOW, THEREFORE, the parties agree to amend the referenced Agreement as follows:

1. The Government will perform the FEMA DSR's No. 49965 and 49966 work more fully described in Exhibit "A," attached hereto and made a part of this Agreement.

2. The Local Sponsor will pay 100% of the costs for FEMA DSR's No. 49965 and 49966 work described in Exhibit "A", currently estimated at \$356,508. (This figure includes \$10,000 for engineering and design costs.) in advance of performance of said work. Said work will cease any time costs for work being performed under FEMA DSR's No. 49965 and 49966 exceeds the \$356,508 advance to the Government for said work. In such event, the Local Sponsor may continue said construction with their own forces, or pay the Government sufficient sums to continue said work.

3. Final FEMA DSR's No. 49965 and 49966 construction costs will be determined upon completion of construction. The Government shall compute the total FEMA DSR's No. 49965 and 49966 construction costs and tender to the Local Sponsor a final accounting of the total construction cost. In the event the Local Sponsor has made a cash contribution in excess of the total construction costs for FEMA DSR's No. 49965 and 49966 work, the Government shall, no later than 90 calendar days after the final accounting is complete, return said excess to the Local Sponsor.

All other terms and conditions of the Project Cooperation Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

**SKAGIT COUNTY, WASHINGTON
DIKING DISTRICT NO. 17**

BY: _____
DONALD T. WYNN
Colonel, Corps of Engineers
Commanding

BY: _____
NEIL HAMBURG
Chairman

BY: _____
ARNOLD R. MOORES
Secretary

BY: _____
MATTHEW PAUL
Commissioner

DATE: _____

DATE:

Department of the Army
Seattle District
Corps of Engineers
Attn: Real Estate Division
Post Office Box 3755
Seattle, Washington. 98124-2255

RE: **Certification of Lands**
For FEMA DSR's 49965 and 49966

Gentlemen:

Skagit County Diking District No. 17 assumed full responsibility to fulfill the requirements of non-federal cooperation specified in an Agreement dated April 1, 1996, and Supplemental Agreement No. 1, thereto, between the United States and Skagit County Diking District No. 17. These agreements are for levee restoration located on the Skagit River in Skagit County, Washington, as described in FEMA DSR's No. 49965 and 49966, and as shown on Exhibit A; attached hereto.

Skagit County Diking District No. 17, has sufficient interest in certain lands in order to enable it to comply with the aforesaid non-federal requirements of the said Agreement.

Said lands and/or interests therein have been acquired for and are to be used for the construction of the above referenced project.

Skagit County Diking District No. 17 does hereby grant to the UNITED STATES OF AMERICA, or its assigns, the right, privilege and permission of Skagit County Diking District No. 17 to enter upon the Skagit County Diking District No. 17 lands hereinafter indicated which are owned or controlled by Skagit County Diking District No. 17 for the purpose of prosecuting the project above referred to, it being understood that this permission and authority includes but is not limited to the following specifically enumerated rights and uses, except as hereinafter noted.

1. **Flood Protection Levee Easement** -- A permanent and assignable right and easement in the land delineated on the attached location map, Exhibit "A," by this reference made a part hereof to construct, maintain, 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.

2. Road Easement -- A temporary and assignable easement and right-of-way in, on, over and across the land delineated on the attached location map, Exhibit "A," by this reference made a part hereof, for a period not to exceed three months beginning with the date use of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors for the location, construction, operation, maintenance, alteration and replacement of a road 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 right-of-way as access to their adjoining land; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

SKAGIT COUNTY DIKING DISTRICT NO. 17

BY: _____
NEIL HAMBURG, Chairman

BY: _____
ARNOLD R. MOORES, Secretary

BY: _____
MATTHEW PAUL, Commissioner