



200305070073

Skagit County Auditor

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After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
700 SO. SECOND STREET, ROOM 202
MOUNT VERNON, WA 98273

DOCUMENT TITLE: Storm Drainage Agreement
DATE SIGNED: April 13, 2003
GRANTOR: Mark A. & Julie Ray Dickhaut
GRANTEE: Skagit County

SKAGIT COUNTY
Contract # C20030217

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After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
700 SO. SECOND STREET, ROOM 202
MOUNT VERNON, WA 98273

DOCUMENT TITLE: Easement for Storm Drainage

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTOR: Quaker Cove Corporation

MAY 07 2003

GRANTEE: Skagit County

Amount Paid ~~3~~
Skagit Co. Treasurer
By *BR* Deputy

EASEMENT FOR STORM DRAINAGE

The undersigned, Ernie Ostrin, Authorized Signatory for the Quaker Cove Corporation, his Trustee(s), Trustor(s) and Beneficiaries, Successors, Heirs, and Assigns, hereinafter called the "Owner", hereby grants to Skagit County, Washington, a Municipal Corporation, hereinafter called the "County", and its assigns, a perpetual, non-exclusive easement for storm drain over, across, upon, within and under the herein described lands, according to the following terms and conditions:

1. The Owner hereby grants a perpetual, non-exclusive easement to the County for access, installation, maintenance, vegetation control, and reconstruction as necessary, of a public storm drain. Access shall be via a useable route designated by the Owner that will allow the County to transport equipment and materials to and from the work site. Said route shall be maintained by the County as needed for use.
2. All costs for installation, maintenance, and any reconstruction, of the storm drain shall be borne by the County. All work shall conform to Skagit County standards and requirements for similar work at other locations.

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All risks connected to installation, ownership and operation of this storm drain system shall be the risk of Skagit County and the County shall hold the Owners harmless from said risks. Said risks shall exclude the intentional, negligent and/or reckless acts of others.

3. The land shall be restored to a level condition matching and blending to the original grade and reseeded to grass by the County upon completion of any work.
4. Any fences dismantled or removed by the County during the course of the work shall be replaced by new fence, or restored to original or better condition by the County.
5. Terms and conditions 2 through 4 above shall apply anytime that reconstruction of any part of the storm drain becomes necessary.
6. The County shall give the Owners reasonable advance notice any time it needs to enter the easement area for any reason except in the case of an emergency.
7. The Owners shall have the right to connect their storm drainage to the facility at any time, provided that they give the County reasonable advance notice that such connection shall be made and arrange for any necessary permits. Any storm drainage connected to the storm drain shall comply with the current statutes regarding quantity and water quality, and shall not exceed the capacity of the County storm drain.

The right to all other lawful uses of said lands shall remain with the Owners so long as such uses do not interfere with the County's storm drain system.

Accepted and agreed by the parties hereto on the date set forth below.

LEGAL DESCRIPTION:

That portion of the Southeast $\frac{1}{4}$ of Section 17, Township 34 North, Range 2 East, W.M., also known as Quaker Cove reserve #2 less tax 1 in Skagit County, Washington.

See Exhibit "A"- Map, attached hereto, which is hereby incorporated by reference.

The land affected by this Easement is located in the State of Washington, County of Skagit, and is identified by Skagit County Tax Parcel Number P68175.

SKAGIT COUNTY
F:\shared\AUTHORIZED PROJEC Contract # C20030217

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UNWITNESSED DOCUMENT

WITNESS my hand this 17th day of April, 2003.

By: Howard E. Ostrin - President
Owner Quaker Cove

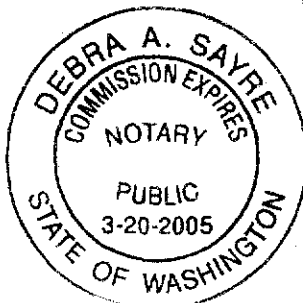
By: David Hurd
Owner

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Howard Ostrin and David Hurd is(are) the person(s) who appeared before me, and said person(s) acknowledged that she(they) signed this instrument and acknowledged it to be her (his) free and voluntary act for the uses and purposes mentioned in the instrument.

Date: April 17, 2003

Debra A. Sayre
(Signature)



NOTARY PUBLIC in and for the State of Washington, residing at Oak Harbor

My appointment expires: 3-20-05



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IN WITNESS WHEREOF, the parties have executed this Agreement this 17th
day of April, 2003.

SKAGIT COUNTY, WASHINGTON

Eric
Erick Aurand, Skagit County Staff Contact

Dated this 5th day of May, 2003.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chairman

Ted W. Anderson
Ted W. Anderson, Commissioner

Don Munks
Don Munks, Commissioner

Approved:

By: Chal A. Martin
Chal A. Martin, P.E.
Director, County Engineer

By: Dan Rau
Budget & Finance Director

By: Belle Korman
Risk Manager

Approved as to Form Only:

By: Heather Thomas
Deputy Prosecuting Attorney

Attest: JoAnne Giesbrecht
JoAnne Giesbrecht, Clerk of the Board
Skagit County Board of Commissioners

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SKAGIT COUNTY
Contract # C20030217

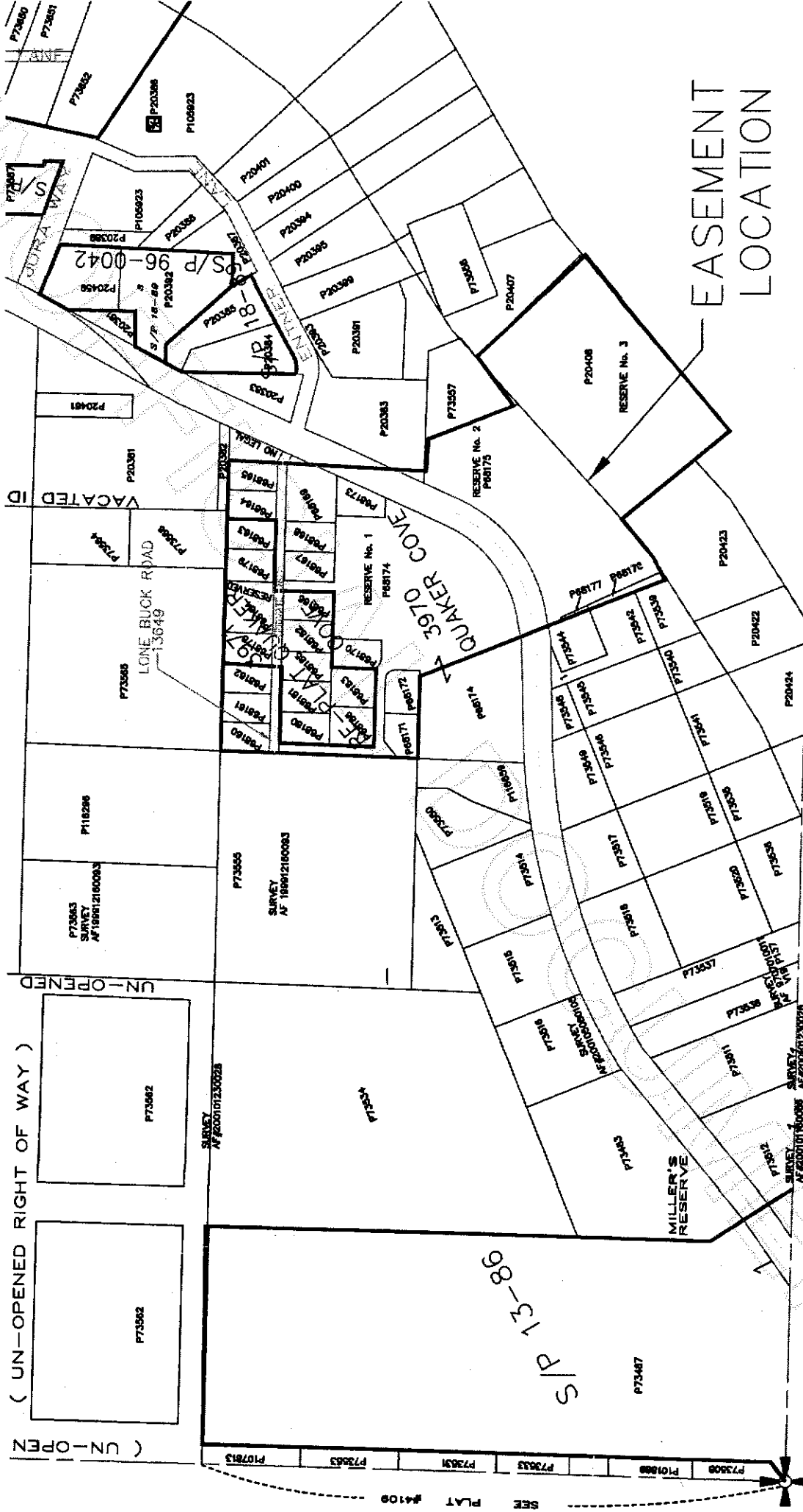
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EXHIBIT "A"



EASEMENT
LOCATION



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