

Return Address:

Lynn O. Hurst  
Montgomery, Purdue, Blankinship &  
Austin, P.L.L.C.  
5500 Bank of America Tower  
701 Fifth Avenue  
Seattle, WA 98104-7096



200412030010

Skagit County Auditor

12/3/2004 Page 1 of 8 9:05AM

**Agreement Regarding Storm Water**  
LAND TITLE OF SKAGIT COUNTY

113159-PE

**Reference Number(s) of related document(s):**

**Grantor:** Burlington-Edison School District

**Grantee:** Ronald C. Knutzen, Clifford J. Sells and Charles K. Barbo, as co-trustees of the Einer Knutzen Testamentary Trust

**Legal Description (abbreviated):** Tr. C of Survey 200401070083 in 31-35-4 E.W.M.  
Full legal(s) on Exhibits A and B

**Assessor's Tax Parcel ID Number:** P38141, ~~P38142~~ & P38151

**1. Parties to Agreement.**

1.1. Burlington-Edison School District ("the District")

1.2. Ronald C. Knutzen, Clifford J. Sells and Charles K. Barbo, as co-trustees of the Einer Knutzen Testamentary Trust ("Trust")

**2. Background.** Trust is the owner of certain real property legally described on Attachment A ("Trust Property"). District is the owner of certain real property legally described on Attachment B ("District Property").

**3. District Termination of Easement Rights.** District or its real property is or may be benefited by easement granted to a third party and recorded under Skagit County Auditor numbers 200401050117 ("Drainage Easement"). In considerations of other agreements between District and Trust, District hereby quit claims to Trust and permanently terminates and surrenders all of the District's rights under the Drainage Easement, for itself and any successors or assigns. District further agrees that District, at District's expense, shall cause all retention, detention and/or drainage methods or

capabilities for all real property of the District, wherever located, to be provided by methods, locations and facilities located elsewhere than on or over the Trust Property regardless whether such retention, detention and/or drainage methods or capabilities are required to satisfy governmental or regulatory conditions or requirements for drainage, i.e. that the district would have to (i) satisfy any governmentally imposed storm or ground water drainage for impermeable or other surfaces (ii) avoid causing storm or ground water drainage to flow from the District Property to or over the Trust Property, all regardless whether or not artificial or natural swales or drainage ways do or do not exist on the Trust Property. District agrees for the benefit of the Trust Property to design its retention, detention and/or drainage methods or capabilities to be sufficient to safely accommodate and drain waters resulting from any storm equal to or less than what is currently defined as a fifty (50) year storm. District agrees not to concentrate any flow north or voluntarily direct or allow drainage over the Trust Property. The Trust agrees not to concentrate any flow or voluntarily direct or allow drainage over the District Property. All of the foregoing methods and capabilities and any related devices or conditions are referred to herein as the "Storm Drainage System."

4. District agrees to complete the construction of the Storm Drainage System on or before December 31, 2006.

1. District agrees to maintain, repair or replace the Storm Drainage System as reasonably necessary in keep it in good working order.

2. District agrees to take all steps reasonably necessary to obtain the formal, recorded termination of record of all rights under the Drainage Easement by the grantee of the Drainage Easement as soon as reasonably possible.

3. **General Provisions.**

3.1. **Successors and Assigns.** This Agreement Regarding Storm Water and the covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon Parties and their successors and assigns.

3.2. **Injunctive Relief.** In the event of any violation or threatened violation of any of the terms, covenants and conditions contained in this Agreement Regarding Storm Water, in addition to the other remedies herein provided and provided by law, any benefited party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

3.3. **Modification.** This Agreement Regarding Storm Water may be modified only by a written instrument duly executed and acknowledged by all of the then owners of all of the real property affected hereby. No modification or rescission of this Agreement Regarding Storm Water will affect the rights of any mortgagee under a mortgage, or a trustee or beneficiary under a deed of trust, which at that time constitutes a lien on any such real property.

3.4. **Notices.** All notices to be given pursuant to this Agreement Regarding Storm Water shall be in writing and given by personal delivery or by



United States certified mail, postage prepaid, return receipt requested, properly addressed to recipient by name at the last known address of such recipient. Anyone may specify or change its mailing address at any time by giving written notice to all of the other parties in the manner hereinabove provided. Notices shall be deemed given on the date of personal service or, if mailed, on the date of delivery or attempted delivery as shown on the return receipt.

- 3.5. **Attorney Fees.** In the event any party brings an action to enforce or construe the terms of this Agreement Regarding Storm Water, the prevailing party to any such action shall be entitled to recover from the other party its costs and reasonable attorney fees incurred therein.
- 3.6. **Captions.** Article and paragraph captions are for convenience only are not a part of this instrument.
- 3.7. **Entire Agreement.** This Agreement Regarding Storm Water constitutes the entire agreement between the parties regarding the subject matter hereof, and neither party shall be bound by any communication between them which is not embodied by this Agreement.
- 3.8. **Choice of Law.** This Agreement Regarding Storm Water shall be governed by the laws of the State of Washington.

***Signatures on following pages.***



EINER KNUTZEN TESTAMENTARY TRUST

By: Ronald C. Knutzen

Ronald C. Knutzen, co-trustee of the  
Einer Knutzen Testamentary Trust

Date: 12/2/04

By: Clifford J. Sells

Clifford J. Sells, co-trustee of the Einer  
Knutzen Testamentary Trust

Date: 12/2/04

By: Charles K. Barbo

Charles K. Barbo, co-trustee of the  
Einer Knutzen Testamentary Trust

Date: DECEMBER 1, 2004

STATE OF WASHINGTON )

COUNTY OF SKAGIT )

ss.

I certify that I know or have satisfactory evidence that Ronald Knutzen, Clifford J. Sells, ~~and Charles K. Barbo~~ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Co-Trustees of EINER KNUTZEN TESTAMENTARY TRUST to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated DECEMBER 2, 2004



Karen Ashley  
Name: KAREN ASHLEY  
NOTARY PUBLIC, State of Washington  
My appointment expires 9/11/06

AGREEMENT REGARDING STORM WATER



200412030010  
Skagit County Auditor

12/3/2004 Page

4 of

8 9:05AM

STATE OF Washington }  
County of King, SS:

I certify that I know or have satisfactory evidence that Charles Barbo  
signed this instrument, on oath stated that He is  
authorized to execute the instrument and acknowledged it as the Co-Trustee  
of The Einer C. Knutzen Testamentary Trust to be the free and voluntary act of such  
party for the uses and purposes mentioned in this instrument.

Dated: December 2004

Katherine McNamee  
Notary Public in and for the State of WA Washington  
Residing at Seattle  
My appointment expires: 6/29/05



200412030010  
Skagit County Auditor

BURLINGTON-EDISON SCHOOL  
DISTRICT

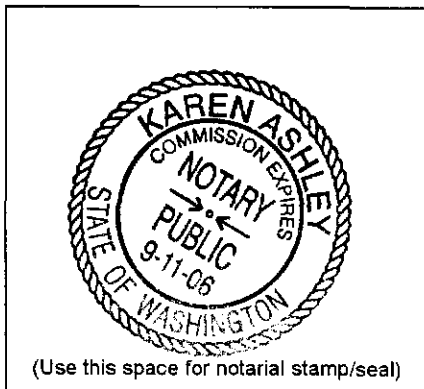
By: *Richard O. Jones*  
Dr. Richard O. Jones, Superintendent  
Date: DECEMBER 2, 2004

STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

ss.


I certify that I know or have satisfactory evidence that **Dr. Richard O. Jones** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Burlington-Edison School District to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated DECEMBER 2, 2004.



*Karen Ashley*  
Name: KAREN ASHLEY  
NOTARY PUBLIC, State of Washington  
My appointment expires 9/11/06

AGREEMENT REGARDING STORM WATER

  
200412030010  
Skagit County Auditor  
12/3/2004 Page 6 of 8 9:05AM

## Exhibit A

### Trust Property

"NEW PARCEL C" as delineated on Record of Survey Map recorded as Auditor's File Number 200401070083, records of Skagit County, Washington, in the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 31, Township 35 North, Range 4 East, W.M., EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said "NEW PARCEL C";  
thence South  $34^{\circ}09'09''$  West 320.87 feet to the easterly right of way margin of State Highway 1, (now Interstate No. 5), and a point on a curve, the center of said curve being South  $63^{\circ}49'59''$  East 2764.79 feet;  
thence Southerly along the arc of said curve to the left having a radius of said 2764.79 feet, through a central angle of  $02^{\circ}45'36''$ , an arc distance of 133.19 feet to the South line of said North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ ;  
thence South  $89^{\circ}09'19''$  East 1207.80 feet along said South line to a point that is North  $89^{\circ}09'19''$  West 180.06 feet from the West line of North Garl Street (now Burlington Blvd.);  
thence North  $02^{\circ}22'25''$  East 390.02 feet parallel with said West line of North Garl Street to a point that is South  $89^{\circ}09'19''$  East from the POINT OF BEGINNING;  
thence North  $89^{\circ}09'19''$  West 987.95 feet to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, restrictions, exceptions and other instruments of record.



**Exhibit B**  
**District Property**

That portion of "NEW PARCEL C" as delineated on Record of Survey Map recorded as Auditor's File Number 200401070083, records of Skagit County, Washington, in the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 31, Township 35 North, Range 4 East, W.M., said portion being more particularly described as follows:

Beginning at the Northwest corner of said "NEW PARCEL C";  
thence South  $34^{\circ}09'09''$  West 320.87 feet to the easterly right of way margin of State Highway 1, (now Interstate No. 5), and a point on a curve, the center of said curve being South  $63^{\circ}49'59''$  East 2764.79 feet;  
thence Southerly along the arc of said curve to the left having a radius of said 2764.79 feet, through a central angle of  $02^{\circ}45'36''$ , an arc distance of 133.19 feet to the South line of said North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ ;  
thence South  $89^{\circ}09'19''$  East 1207.80 feet along said South line to a point that is North  $89^{\circ}09'19''$  West 180.06 feet from the West line of North Garl Street (now Burlington Blvd.);  
thence North  $02^{\circ}22'25''$  East 390.02 feet parallel with said West line of North Garl Street to a point that is South  $89^{\circ}09'19''$  East from the POINT OF BEGINNING;  
thence North  $89^{\circ}09'19''$  West 987.95 feet to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, restrictions, exceptions and other instruments of record.