

After Recording Return to:

DRAINAGE RELEASE COVENANT

This agreement made this _____ day of _____, 20_____,
_____, hereinafter called the GRANTOR(s), and
the City of Sedro-Woolley, a political subdivision of the State of Washington, hereinafter called the
GRANTEE, and whereas the GRANTOR represents and warrants that it is the owner in fee of that
certain parcel of land, described as follows:

and whereas the GRANTEE is implementing an approved drainage plan for the project known as
_____, permit no. _____, on lands located at
the above description, which said plan shall divert surface and storm waters from their natural course
and cause them to flow _____ the lands of the GRANTOR; NOW THEREFORE in
consideration of either GRANTEE approval of diversion of said plan and/or other valuable
consideration, receipt of which is hereby acknowledged, the GRANTOR hereby willfully

acknowledges, agrees and consents to the diversion of surface and storm waters _____
its lands and to hold and release GRANTEE harmless for any damage that may be caused by such
diversion of flow. This release shall be a covenant running with the land and shall be binding upon
the GRANTOR, its heirs, successors and assigns forever.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands:

GRANTOR

GRANTOR

STATE OF WASHINGTON)
COUNTY OF SKAGIT)ss.

On this day personally appeared before me:

_____, to me known to be the individual(s)
described in and who executed the within and foregoing instrument and acknowledged that they
signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this _____ day of _____, 20_____.

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

My Commission Expires: _____