



200205130191

Skagit County Auditor

5/13/2002 Page 1 of 3 1:24PM

After Recording Please Return To:

Skagit County Sewer District No. 2
17079 Highway 9
Mount Vernon, Washington 98274
(360) 422-8373

Document Title(s): Property Owner's Indemnification Agreement

Reference Number(s) of Documents Assigned or Released: _____

Additional on page _____ of document.

Grantor(s): (Print Last name, First name, and Initials)

- 1. Pelham - Jeff S.
- 2. Pelham - Lisa E
- 3. _____

Additional on page _____ of document.

Grantee(s): Skagit County Sewer District No. 2

Legal Description (abbreviated: i.e. lot, block, plat of section, township, range): Portion of Section 6, Township 33N, Range 5E, W.M.

Additional legal description is on page two of document.

Assessor's Property Tax Parcel / Account Number: 4135-027-018-0102/P103870

Additional Parcel Numbers for additional legals are on pages _____ of document.

PROPERTY OWNER'S INDEMNIFICATION AGREEMENT TO SKAGIT COUNTY SEWER DISTRICT NO. 2

THIS AGREEMENT is entered into between **Skagit County Sewer District No. 2**, a municipal corporation (the District), and Jeff S. and Lisa E Pelham and affects the following parcel(s) of real estate located within the District and in Skagit County, Washington:

Resident Address: 18175 St. Rt 9
Mt Vernon, WA 98274

Legal Description:

See Page 2

RECITALS:

A. The Board of Commissioners of Skagit County Sewer District No. 2 has in the past adopted Resolution 64 and amendments thereto, pertaining to construction of connections and maintenance of connections to the District's sewer facilities and regulations in connection with those resolution requirements.

B. The property owner has requested the District to waive provisions of Resolution 64 and the rules and regulations of the District under the specific circumstances existing for the following purposes:

Allow construction of a reinforced concrete driveway access per the requirements of Skagit County Sewer District No. 2 over the District's existing sanitary sewer main with less than the minimum three (3) feet of cover over the crown of the pipe for purposes of allowing ingress and egress to said property.

C. The Board of Commissioners of Skagit County Sewer District No. 2 has considered the property owner's request and deems it reasonable that the regulations of the District may be waived, so long as the District is protected.

Now, therefore,

For and in consideration of the covenants and agreements of the property owner set forth in this Agreement, the parties agree as follows:

1. Skagit County Sewer District No. 2 waives the strict enforcement of the rules and regulations of the District, and authorizes the owner to do the following:

Construct a reinforced concrete driveway access over the District's existing sanitary sewer main with less than the minimum three (3) feet of cover over the crown of the pipe for purposes of allowing ingress and egress to said property.

All in accordance with documentation presented to the District and approved by the District.

2. The property owner agrees to defend any and all claims or actions filed or brought against Skagit County Sewer District No. 2 by any third party as a result of any work done by the property owner under the terms of this Agreement.

3. The property owner shall indemnify and hold harmless Skagit County Sewer District No. 2 from any damages which the District may now or in the future sustain resulting from the work done as described or referenced in paragraph 1 herein, the cost of defense of any action brought against the District, including the District's reasonable attorneys' fees and other costs of defense it may incur.

4. In the event that the property owner fails to remedy any condition or defend any action brought against the District as a result of the work or the construction performed under this Agreement or the condition permitted under this Agreement, Skagit County Sewer District No. 2 shall have the right, but not be obligated, to remedy the condition or defend that action, and if the defense of it unsuccessful, pay such judgement as may be recovered against the District and recover from the property owner the cost to remedy the condition or the amount of any judgement, including any costs and attorneys' fees which may be charged against the District and all costs and attorneys' fees incurred by the District in the defense by the District of that action.

5. It is agreed between the parties that any obligation of the property owner arising out of this Agreement shall constitute a covenant running with the land, and the obligations created under this Agreement shall be a lien against the benefitted real property described in this Agreement and be binding on the heirs, successors, personal representatives and assigns of the property owner.



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Dated this 18 day of April, 2002.

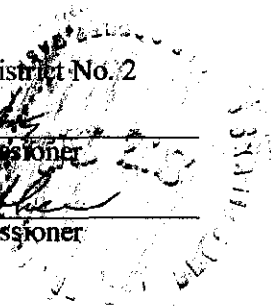
OWNER

[Signature]
John E. Pelham

Skagit County Sewer District No. 2

By [Signature]
Commissioner

By [Signature]
Commissioner



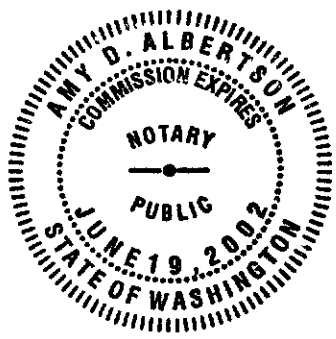
STATE OF WASHINGTON)
County of ~~Skagit~~ Snohomish)

ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 18 day of April, 2002, personally appeared before me Jeff Pelham and USA Pelham, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED 4/18/02

[Signature]
NOTARY PUBLIC in and for the State of Washington
My commission expires 6/19/02



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