



Burleigh County Water Resource District

PO Box 1255

Bismarck, North Dakota 58502-1255

(701) 354-1501

www.bcwrld.org

Country Creek Subdivisions Drainage Channel Operation and Maintenance Policy

Operation and Maintenance Item #1 – Snow Removal

Operation and Maintenance Item #1 includes the snow plowing/blowing/removal of accumulated snow in the Country Creek Subdivisions Drainage Channel. The Burleigh County Highway Department requires 3 days prior notice and then will remove accumulated snow from the drainage channel. Costs included in this item are compensation rate for labor category, equipment rate, and actual time charged on a time and material basis.

Operation and Maintenance Item #2 – Erosion and Scour Repair

Operation and Maintenance Item #2 includes repairing any eroded and/or scoured areas of the Country Creek Subdivisions Drainage Channel. The Burleigh County Highway Department requires 7 days prior notice and then will begin repairs to the Drainage Channel. Costs included in this are compensation rate for labor category, equipment rate, actual time charged, materials, erosion control items, seeding, and mulching on a time and material basis.

The Landowner(s) of the Country Creek Subdivisions Drainage Channel Easement will mow the channel and remove any trees, bushes, shrubs, or debris from the channel. The easements for this project are attached to this policy.

STORM WATER AND DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this 3 day of Sept, 2008, by and between Lance Wescom, party of the first part and Gibbs Township, Burleigh County, and the Public, party of the second part.

WITNESSETH That the said party of the first part do by these presents grant and convey unto the said party of the second part for their use as a storm water and drainage easement so long as it shall be used for that purpose that parcel of land lying and being in the Township of Gibbs and the County of Burleigh and the State of North Dakota and described as follows, to wit:

The east 25.00 feet of Lot 1, Block 3, Country Creek Second Subdivision located in the Souhtwest ¼ of Section 6, Township 139 North, Range 79 West of the 5th Principle Meridian, Burleigh County, North Dakota for the purpose of the construction and maintenance of storm water and drainage channel.

It is understood that the said easement is hereby granted and conveyed for Storm Water and Drainage purposes to the use of Gibbs Township, Burleigh County, and the Public, to have and to hold the same together with all hereditaments and appurtenances hereunto belonging, or in anywise appertaining to the said party of the second part, so long as the above described premises are used for a Storm Water and Drainage Channel, and the party of the first part for their heirs, executors, administrators or assigns do covenant with the said party of the second part, that they are well seized in fee of the land and premises and have good right to convey the same in manner and form aforesaid, and the same are free from all encumbrances except as hereinafter mentioned.

And the above granted and conveyed premises the quiet and peaceable possession of said party of the second part against all persons lawfully claiming or to claim the whole or any part thereof. The said party of the first part will warrant and defend. That the party of the first part also agree to allow the party of the second part to build and maintain all necessary culverts, etc., necessary for the drainage of the above described Storm Water and Drainage Channel, and the party of the first part agrees that in case the easement is abandoned to allow the party of the second part a reasonable time to remove the above named culverts, etc.

IN WITNESS WHEREOF, this instrument is executed by the undersigned on the 3 day of September, 2008.

Lance Wescom

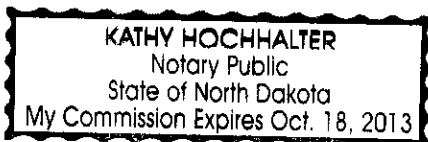
STATE OF NORTH DAKOTA)) ss
COUNTY OF BURLEIGH)

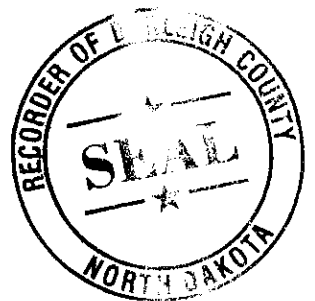
On this 3 day of Sept, 2008, before me personally appeared Lance Wescom, known to me to be the person who is described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

(seal)

Kathy Hochhalter

Notary Public, Burleigh County, North Dakota.
My Commission Expires: 10-18-2013





APPLE CREEK LLP

ESMT

Debbie Groves

710446

\$13.00
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6/23/2009 12:54 PM
Burleigh County



STORM WATER AND DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this 11th day of August, 2008,
by and between AMIC CREEK LLP, party of the first part and Gibbs
Township, Burleigh County, and the Public, party of the second part.

WITNESSETH That the said party of the first part do by these presents grant and
convey unto the said party of the second part for their use as a storm water and drainage
easement so long as it shall be used for that purpose that parcel of land lying and being in
the Township of Gibbs and the County of Burleigh and the State of North Dakota and
described as follows, to wit:

The south 50.00 feet of Lots 3 & 4, together with the east 50.00 feet of Lot 3,
Block 1, Country Creek Third Subdivision located in the Northeast ¼ of Section
6, Township 139 North, Range 79 West of the 5th Principle Meridian, Burleigh
County, North Dakota for the purpose of the construction and maintenance of
storm water and drainage channel.

It is understood that the said easement is hereby granted and conveyed for Storm Water
and Drainage purposes to the use of Gibbs Township, Burleigh County, and the Public,
to have and to hold the same together with all hereditaments and appurtenances hereunto
belonging, or in anywise appertaining to the said party of the second part, so long as the
above described premises are used for a Storm Water and Drainage Channel, and the
party of the first part for their heirs, executors, administrators or assigns do covenant with
the said party of the second part, that they are well seized in fee of the land and premises
and have good right to convey the same in manner and form aforesaid, and the same are
free from all encumbrances except as hereinafter mentioned.

And the above granted and conveyed premises the quiet and peaceable possession
of said party of the second part against all persons lawfully claiming or to claim the
whole or any part thereof. The said party of the first part will warrant and defend. That
the party of the first part also agree to allow the party of the second part to build and
maintain all necessary culverts, etc., necessary for the drainage of the above described
Storm Water and Drainage Channel, and the party of the first part agrees that in case the
easement is abandoned to allow the party of the second part a reasonable time to remove
the above named culverts, etc.

IN WITNESS WHEREOF, this instrument is executed by the undersigned on the 11th
day of August, 2008.

STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

On this 11th day of August, 2008, before me personally appeared
STEVE MARINGER, known to me to be the person who is described in, and
who executed the within and foregoing instrument and who severally acknowledged to
me that they executed the same.

(seal)
DAMON JORGENSEN
Notary Public
State of North Dakota
My Commission Expires Feb. 17, 2010

Notary Public, BURLEIGH County,
North Dakota.
My Commission Expires: 2-17-2010



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08/18/2008 02:06P

KADRMAS LEE & JACK ESMT 13.00 Burleigh County

Sherol Selch, Deputy



STORM WATER AND DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this 8 day of Aug, 2008, by and between Hallmark Homes Inc, party of the first part and Gibbs Township, Burleigh County, and the Public, party of the second part.

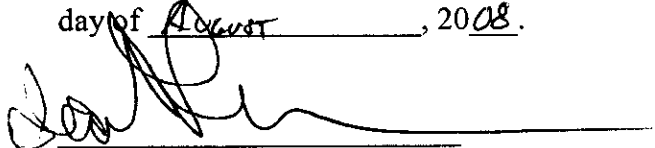
WITNESSETH That the said party of the first part do by these presents grant and convey unto the said party of the second part for their use as a storm water and drainage easement so long as it shall be used for that purpose that parcel of land lying and being in the Township of Gibbs and the County of Burleigh and the State of North Dakota and described as follows, to wit:

The south 50.00 feet of Lots 5 & 6, Block 1, Country Creek Third Subdivision located in the Northeast 1/4 of Section 6, Township 139 North, Range 79 West of the 5th Principle Meridian, Burleigh County, North Dakota for the purpose of the construction and maintenance of storm water and drainage channel.

It is understood that the said easement is hereby granted and conveyed for Storm Water and Drainage purposes to the use of Gibbs Township, Burleigh County, and the Public, to have and to hold the same together with all hereditaments and appurtenances hereunto belonging, or in anywise appertaining to the said party of the second part, so long as the above described premises are used for a Storm Water and Drainage Channel, and the party of the first part for their heirs, executors, administrators or assigns do covenant with the said party of the second part, that they are well seized in fee of the land and premises and have good right to convey the same in manner and form aforesaid, and the same are free from all encumbrances except as hereinafter mentioned.

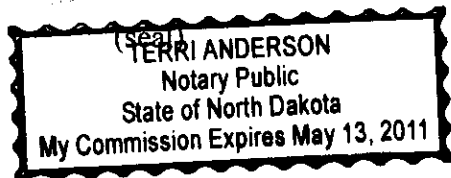
And the above granted and conveyed premises the quiet and peaceable possession of said party of the second part against all persons lawfully claiming or to claim the whole or any part thereof. The said party of the first part will warrant and defend. That the party of the first part also agree to allow the party of the second part to build and maintain all necessary culverts, etc., necessary for the drainage of the above described Storm Water and Drainage Channel, and the party of the first part agrees that in case the easement is abandoned to allow the party of the second part a reasonable time to remove the above named culverts, etc.

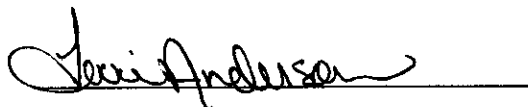
IN WITNESS WHEREOF, this instrument is executed by the undersigned on the 08 day of August, 2008.



STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

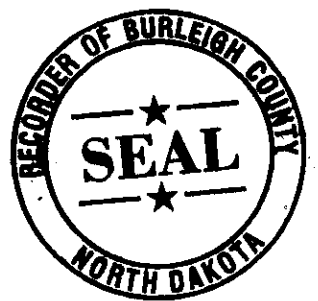
On this 8th day of August, 2008, before me personally appeared Scott L. Moran, known to me to be the person who is described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.





Notary Public, Burleigh County, North Dakota.

My Commission Expires: May 13, 2011



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08/18/2008 02:06P

KADRMAS LEE & JACK

ESMT

13.00 Burleigh County

Sharol Selch, Deputy



STORM WATER AND DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this 11th day of August, 2008, by and between TERRY ARASON, party of the first part and Gibbs Township, Burleigh County, and the Public, party of the second part.

WITNESSETH That the said party of the first part do by these presents grant and convey unto the said party of the second part for their use as a storm water and drainage easement so long as it shall be used for that purpose that parcel of land lying and being in the Township of Gibbs and the County of Burleigh and the State of North Dakota and described as follows, to wit:

The south 50.00 feet of Lot 7, Block 1, excepting there from the area presently occupied by the individual septic sewer treatment system, Country Creek Third Subdivision located in the Northeast ¼ of Section 6, Township 139 North, Range 79 West of the 5th Principle Meridian, Burleigh County, North Dakota for the purpose of the construction and maintenance of storm water and drainage channel.

It is understood that the said easement is hereby granted and conveyed for Storm Water and Drainage purposes to the use of Gibbs Township, Burleigh County, and the Public, to have and to hold the same together with all hereditaments and appurtenances hereunto belonging, or in anywise appertaining to the said party of the second part, so long as the above described premises are used for a Storm Water and Drainage Channel, and the party of the first part for their heirs, executors, administrators or assigns do covenant with the said party of the second part, that they are well seized in fee of the land and premises and have good right to convey the same in manner and form aforesaid, and the same are free from all encumbrances except as hereinafter mentioned.

And the above granted and conveyed premises the quiet and peaceable possession of said party of the second part against all persons lawfully claiming or to claim the whole or any part thereof. The said party of the first part will warrant and defend. That the party of the first part also agree to allow the party of the second part to build and maintain all necessary culverts, etc., necessary for the drainage of the above described Storm Water and Drainage Channel, and the party of the first part agrees that in case the easement is abandoned to allow the party of the second part a reasonable time to remove the above named culverts, etc.

IN WITNESS WHEREOF, this instrument is executed by the undersigned on the 11th day of August, 2008.

STATE OF NORTH DAKOTA)) ss
COUNTY OF BURLEIGH)

On this 11th day of August, 2008, before me personally appeared TERRY ARASON, known to me to be the person who is described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

(seal)

DAMON JORGENSEN
Notary Public
State of North Dakota
My Commission Expires Feb. 17, 2010

Notary Public, BURLEIGH County,
North Dakota.

My Commission Expires: 2-17-2010



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08/18/2008 02:05P

KADRMAS LEE & JACK

ESMT

13.00 Burleigh County

Sharol Felch, Deputy

STORM WATER AND DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this 16 day of SEPTEMBER 2009 by and between TYLER KASTET, party of the first part and Gibbs Township, Burleigh County, and the Public, party of the second part.

WITNESSETH That the said party of the first part do by these presents grant and convey unto the said party of the second part for their use as a storm water and drainage easement lying 25 feet on each side of the following described centerline, so long as it shall be used for that purpose, that parcel of land lying and being in the Township of Gibbs and the County of Burleigh and the State of North Dakota and described as follows, to wit:

Commencing at the northwest corner of Lot 1, Block 7, Skyline Estates, Burleigh County, North Dakota according to the recorded plat thereof, thence along the north line of said Lot1, S 89°42'03" E, 259.45 feet to the point of beginning; thence from the said point of beginning, S 51°34'23" W, 302.76 feet to a point on a line being 25.00 feet east of and parallel to the west line of said Lot 1; thence along said parallel line S 00°49'45" W, 154.85 feet to the south line of said Lot 1 and there terminating. The side lines of said easement shall be prolonged or shortened to terminate on the north and south lines of said Lot 1.

The purpose of said easement is for the construction and maintenance of storm water and drainage channel.

It is understood that the said easement is hereby granted and conveyed for Storm Water and Drainage purposes to the use of Gibbs Township, Burleigh County, and the Public, to have and to hold the same together with all hereditaments and appurtenances hereunto belonging, or in anywise appertaining to the said party of the second part, so long as the above described premises are used for a Storm Water and Drainage Channel, and the party of the first part for their heirs, executors, administrators or assigns do covenant with the said party of the second part, that they are well seized in fee of the land and premises and have good right to convey the same in manner and form aforesaid, and the same are free from all encumbrances except as hereinafter mentioned.

And the above granted and conveyed premises the quiet and peaceable possession of said party of the second part against all persons lawfully claiming or to claim the whole or any part thereof. The said party of the first part will warrant and defend. That the party of the first part also agree to allow the party of the second part to build and maintain all necessary culverts, etc., necessary for the drainage of the above described Storm Water and Drainage Channel, and the party of the first part agrees that in case the easement is abandoned to allow the party of the second part a reasonable time to remove the above named culverts, etc.

IN WITNESS WHEREOF, this instrument is executed by the undersigned on the ___ day of 9-16, 2009.

[Signature]
STATE OF NORTH DAKOTA)) ss
COUNTY OF BURLEIGH)

On this 16th day of SEPTEMBER, 2009, before me personally appeared TYLER KASTET, known to me to be the person(s) who is described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

(seal)
DAMON JORGENSEN
Notary Public
State of North Dakota
My Commission Expires Feb. 17, 2010

[Signature]
Notary Public, BURLEIGH County,
North Dakota.
My Commission Expires: 2-17-2010



Debbi Hoskins
ESMT

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