

After Recording, return to:
HOWARD A. PELLET
5293 Guemes Island Road
Anacortes, WA 98221

200101300092
, Skagit County Auditor



DOMESTIC WELL AGREEMENT, EASEMENT AGREEMENT
FOR WATER AND ELECTRICAL LINES AND RESTRICTIVE COVENANT AGREEMENT
FOR 100 FOOT RADIUS SANITARY CONTROL AREA

GRANTORS:

RON J. FLINT and
JULIE A. FLINT
5126 Guemes Island Road
Anacortes, WA 98221

GRANTEE:

ALVERSON TRACT OWNERS ASSOCIATION,
A Washington non-profit corporation which operates a public water
system.
c/o Howard A. Pellet, President
5293 Guemes Island Road
Anacortes, WA 98221-9041

DATE:

January 29th 2001

Tax Parcel No's:

P104416, P61737-P61746, P61759-P61765

Legals:

Lot 26, "Alverson's Camping Tracts located on Guemes Island," as per
plat recorded in Volume 4 of Plats, page 28, records of Skagit County,
Washington.
The Southeasterly 50.00 feet of Tract F, "First Addition to Alverson's
Camping Tracts of Guemes Island," as per plat recorded in Volume 4 of
Plats, Page 40, records of Skagit County, Washington.
Together with that portion of Government Lot 1 and the Southeast 1/4 of
the Northwest 1/4 of Section 36, Township 36 North, Range 1 East, W.M.,
described as follows:

UNRECORDED

SKAGIT COUNTY WASHINGTON
Post Office Box 100
JAN 30 2001
Amount Paid \$
By Skagit Co. Treasurer
Deputy

Beginning at the most Westerly corner of Tract H, "First Addition of Alverson's Camping Tracts on Guemes Island," as per plat recorded in Volume 4 of Plats, page 40, records of Skagit County, Washington; thence North 51°47'30" West along the Westerly line of said plat a distance of 300.43 feet to the Southwest corner of Tract F of said Plat; thence continuing North 51°47'30" West a distance of 50.00 feet; thence South 02°53'30" East a distance of 106.81 feet; thence South 38°12'30" West a distance of 464.53 feet; thence South 01°17'24" West, parallel with the West line of said Southeast ¼ of the Northwest ¼ a distance of 466.50 feet to the Southwesterly extension of the Northwesterly line of said Tract H; thence North 38°12'30" East, along said Southwesterly extension a distance of 917.98 feet to the TRUE POINT OF BEGINNING.

Lots 36-46 and Lots 59-66

"Alversons Camping Tracts First Addition", Skagit County,

Washington

RECITALS:

- A. Grantors are the owners of certain real property, herein referred to as the "Grantors' parcel" and more fully described on "Exhibit A" attached herein and incorporated herein by reference.
- B. Grantee is composed of real property owners to be benefited by the agreement, easement and restrictive covenant contemplated herein, which properties are hereinafter referred to as the "grantee parcels" and are more fully described on "Exhibit B" attached hereto and incorporated herein by reference.
- C. The parties desire to provide this agreement, easement and restrictive covenant for the installation, use, repair and maintenance of a domestic well and electrical and water lines.

NOW, THEREFORE, it is hereby agreed as follows:

1. GRANT OF WATER RIGHT, RESTRICTIVE COVENANT FOR A SANITARY CONTROL AREA AND EASEMENT FOR WATER AND ELECTRICAL LINES:

In consideration of twenty dollars (\$20.00), receipt of which is hereby acknowledged, Grantors grant and convey to Grantee a right to install, maintain, and repair a well on the Grantors' parcel, and further a restrictive covenant for a 100 foot radius sanitary control area surrounding the well. Grantors further convey to the grantee an easement for the purposes of access for installing, maintaining, repairing and/or replacing the well, water line and



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electrical line to such well.

Access to the well, water and electrical lines shall be allowed by Grantors over an existing gravel driveway on Grantors' parcel at mutually agreeable times for installing, maintaining and repairing the well, water and electric lines. Use of Grantors' gravel driveway by Grantee will not be unnecessarily restricted by grantors. Grantee agrees to extend and gravel Grantors' driveway from approximately the Northwesterly corner of an existing metal building to approximately the Southeasterly corner of the same existing metal building and Grantee further agrees to rehabilitate Grantors' driveway following construction of the well and well facilities to the satisfaction of Grantor.

The withdrawal of water through additional wells within the restrictive covenant for the 100 foot radius sanitary control shall be prohibited and pursuant to WAC 246-290-135, no source of contamination may be constructed, stored, disposed of, or applied within the sanitary control area (100 feet of the well site) without the permission of the Washington State Department of Health and the Grantee, so long as the well is operated to furnish water for public consumption and including, but not limited to septic tanks and drain fields, sewer lines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures, for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind or description.

2. WELL AND STORAGE TANK:

The well shall include a well house for protection and machinery storage, and an area of 100 foot radius sanitary control area around the well structure which area will be left in it's natural state to the greatest extent possible by Grantee. A water storage tank, of a size to be determined by the Washington State Department of Health, will be placed in the 100 foot radius sanitary control area surrounding the well and well housing.

3. LOCATION AND DIMENSIONS OF 100 FOOT RADIUS SANITARY CONTROL AREA AND EASEMENT.

The well shall be located in the South corner of Grantors' parcel, such that the well and surrounding 100 foot radius sanitary control area fit as nearly as possible into the south corner as depicted in "Exhibit C" attached hereto and described in "Exhibit C-1" attached hereto, both such exhibits being incorporated herein by this reference. The water line and electrical line easement shall be twelve (12) feet in width and shall run from the well along a



line bounded by the Grantors' Southeast property line as depicted on Exhibit "C" attached hereto and described on Exhibit "C-1" attached hereto except that the width of the water and electrical line easement shall be reduced to 6 feet from the Southeast corner of an existing metal building to a point of intersection with the Northerly boundary of Grantors' parcel, both such exhibits being incorporated herein by reference. The water line and electrical line shall be installed underground.

4 SCOPE OF WATER RIGHT AND EASEMENT.

Such water right, restrictive covenant and easement for water lines shall be appurtenant to and shall run with the Gantee properties described above, and such water right, restrictive covenant and easement and the obligations contained in this Agreement shall benefit and be binding upon the owners, their successors or assigns.

5. COSTS:

The Gantee agrees to pay all costs of the installation, maintenance and repair or replacement of the domestic well and pump and 100 foot surrounding area, and agrees to pay all costs of the operational expenses of such well and pump. The Gantee shall also be responsible for all expenses relating to the maintenance of the water pipeline and electric lines running to and from the well.

6. NO WARRANTY OF WATER SUPPLY OR QUALITY:

It is expressly understood and agreed that the Grantors do not warrant the availability of water from such well and shall not be responsible for any damages to the owners/user of the grantee parcel, relating to the insufficiency of water. It is further understood that Grantors do not warrant the quality of the well water and shall not be responsible for any damages arising out of use of the well.

7. ARBITRATION:

Any dispute or claim arising out of or relating to this agreement, whether based on contract or tort or otherwise, except for any dispute involving an application of the injunctive relief, shall be submitted to arbitration at one of the alternative dispute resolution agencies (such as WAMS or JAMS, but not limited thereto), in Skagit County, Washington. An arbitration award rendered pursuant to this section, shall be final and binding on the parties and may be submitted to any court of competent jurisdiction for entry of judgment thereon. Any award issued by the arbitrator may include a reasonable amount for attorney fees and expenses to the prevailing or substantially prevailing party.





JULIE A. FLINT

Julie A. Flint

RON J. FLINT

Ron J. Flint

President

HOWARD A. PELLETT

Howard A. Pellett

President

By,

ALVERSON TRACT OWNERS ASSOCIATION

GRANTEE:

GRANTORS:

DATED:

January 27th 2001

This agreement shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

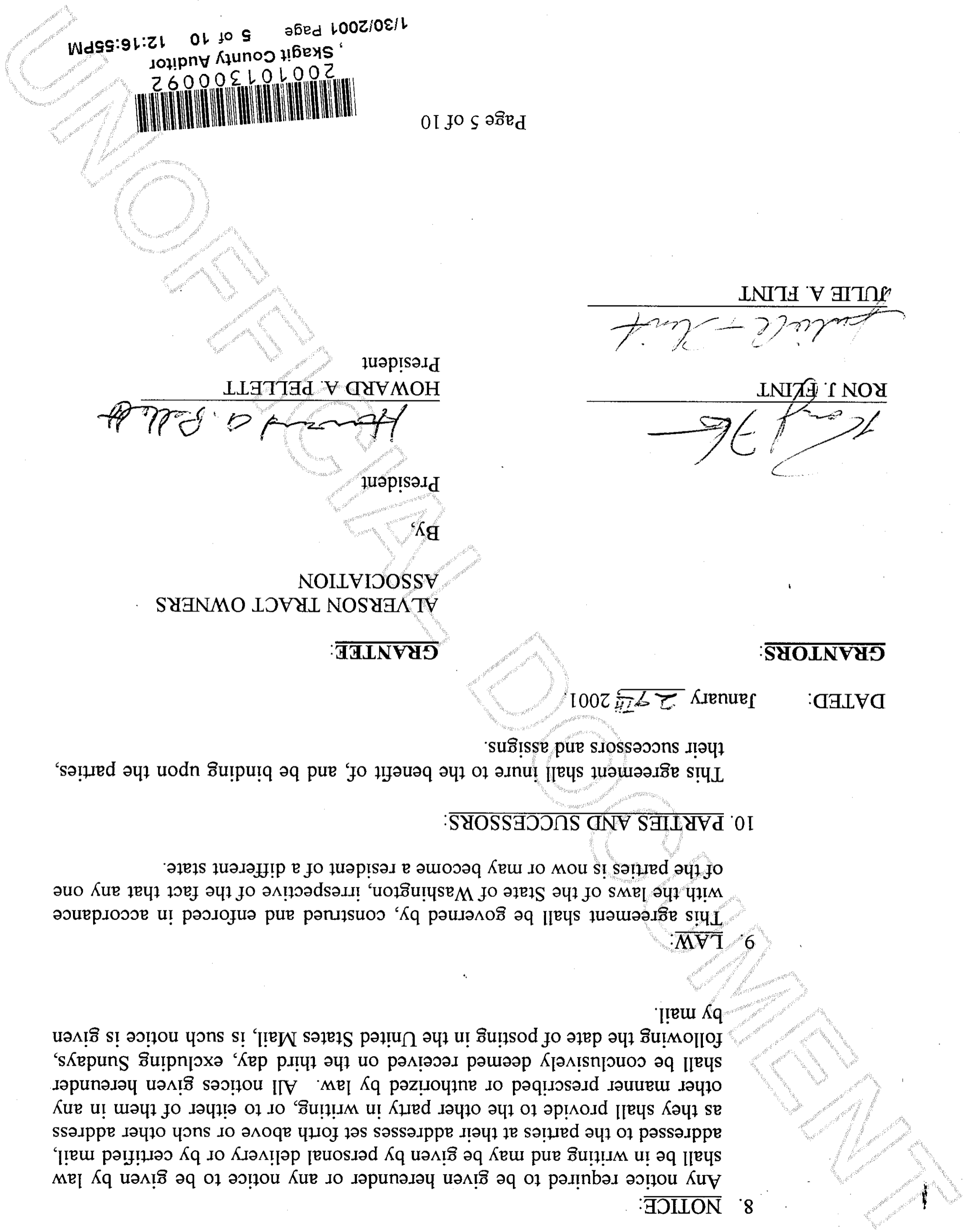
10. PARTIES AND SUCCESSORS:

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different state.

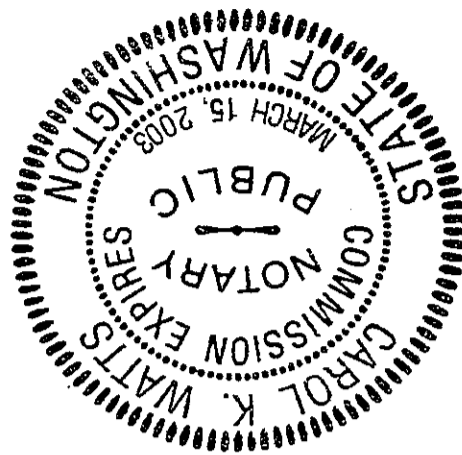
9. LAW:

Any notice required to be given hereunder or any notice to be given by law shall be in writing and may be given by personal delivery or by certified mail, addressed to the parties at their addresses set forth above or such other address as they shall provide to the other party in writing, or to either of them in any other manner prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the third day, excluding Sundays, following the date of posting in the United States Mail, if such notice is given by mail.

8. NOTICE:



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Skagit County Auditor



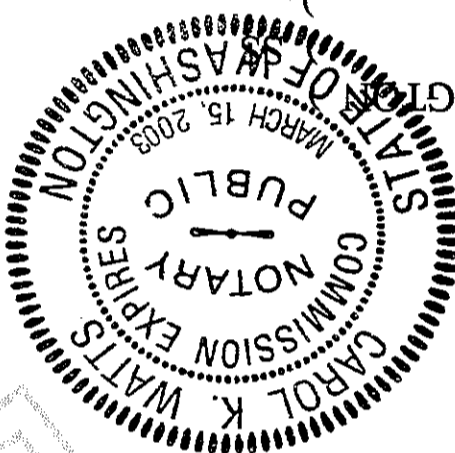
Notary Public in and for the State of Washington,
residing at: Ambercort's
My Commission expires: 3-15-03

Carol K. Watts

SUBSCRIBED AND SWORN to before me this 29th day of January, 2001.

On this day personally appeared before me HOWARD A. PELLETT, President of ALVERSON TRACT OWNERS ASSOCIATION, to me known to be the principal described in and who executed the foregoing instrument, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

County of Skagit)



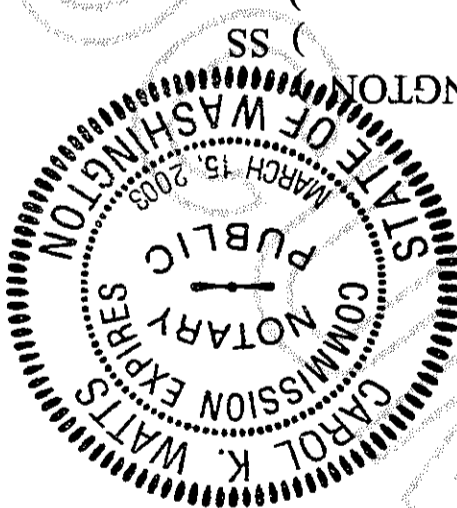
Notary Public in and for the State of Washington,
residing at: Ambercort's
My Commission expires: 3-15-03

Carol K. Watts

SUBSCRIBED AND SWORN to before me this 29th day of January, 2001.

On this day personally appeared before me JULIE A. FLINT, to me known to be the principal described in and who executed the foregoing instrument, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

County of Skagit)



Notary Public in and for the State of Washington,
residing at: Ambercort's
My Commission expires: 3-15-03

Carol K. Watts

SUBSCRIBED AND SWORN to before me this 29th day of January, 2001.

On this day personally appeared before me RON J. FLINT, to me known to be the principal described in and who executed the foregoing instrument, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

County of Skagit)

STATE OF WASHINGTON)
) SS)

NOTARY

EXHIBIT A

Lot 26, "Alverson's Camping Tracts located on Guemes Island," as per plat recorded in Volume 4 of Plats, page 28, records of Skagit County, Washington.

The Southeastly 50.00 feet of Tract F, "First Addition to Alverson's Camping Tracts on Guemes Island," as per plat recorded in Volume 4 of Plats, Page 40, records of Skagit County, Washington.

Together with that portion of Government Lot 1 and the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 36 North, Range 1 East, W.M., described as follows:

Beginning at the most Westerly corner of Tract H, "First Addition to Alverson's Camping Tracts on Guemes Island," as per plat recorded in Volume 4 of Plats, page 40, records of Skagit County, Washington; thence North 51°47'30" West along the Westerly line of said plat a distance of 300.43 feet to the Southwest corner of Tract F of said Plat; thence continuing North 51°47'30" West a distance of 50.00 feet; thence South 02°53'30" East a distance of 106.81 feet; thence South 38°12'30" West a distance of 464.53 feet; thence South 01°17'24" West, parallel with the West line of said Southeast 1/4 of the Northwest 1/4 a distance of 466.50 feet to the Southwesterly extension of the Northwesterly line of said Tract H; thence North 38°12'30" East, along said Southwesterly extension a distance of 917.98 feet to the TRUE POINT OF BEGINNING.



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Skagit County Auditor

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EXHIBIT A

EXHIBIT B

“Lots 36 to 46 and Lots 59 to 66 of “ALVERSON’S CAMPING TRACTS FIRST ADDITION”, Skagit County, Washington, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.”



UNOFFICIAL DOCUMENT

SECTION 36, T. 36N, R. 1E.

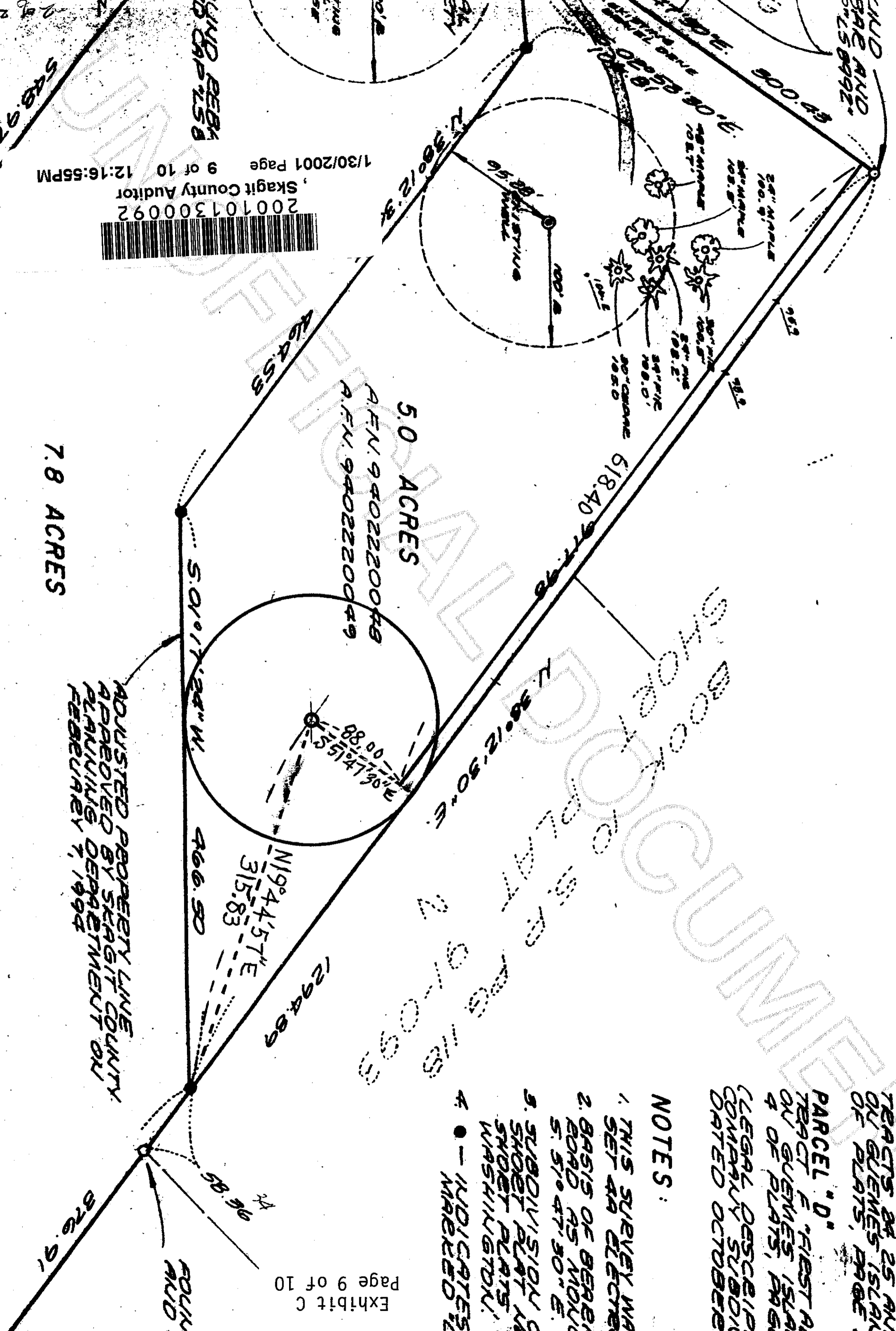
PARCEL "A"
 LOT 23 "ALVEBROOK
 ISLAND" AS PER
 PAGE 28, RECORD

PARCEL "C"
 TRACTS 24 25 AND
 26 GUENES ISLAND
 OF PLATS, PAGE 1

PARCEL "D"
 TRACT E "FIRST AL
 ON GUENES ISLAND
 4 OF PLATS, PAGE 1
 (LEGAL DESCRIBED
 COMPANLY SUBDIV
 DATED OCTOBER

NOTES:

1. THIS SURVEY WAS SET AND ELECTED
2. BASIS OF BEAR BOARD AS INDICATED BY 510 47.90" E.
3. SUBDIVISION OF SHOOT PLAT 16 SHOOT PLATS, WASHINGTON.
4. ● - INDICATES MARKED



ADJUSTED PROPERTY LINE
 APPROVED BY SKAGIT COUNTY
 PLANNING DEPARTMENT ON
 FEBRUARY 7, 1994



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 Skagit County Auditor
 9 of 10 12:16:55PM
 1/30/2001 Page

UNDP BEAR
 ISLAND 258

7.8 ACRES

5.0 ACRES

A.F.N. 9402220048
 A.F.N. 9402220049

UNDP AND
 ISLAND 258
 3458992

548.91

464.53

618.40

S. 01° 17' 24" W.

466.80

N19° 44' 57" E
 315.83

294.89

376.91

FOUR
 AND

EXHIBIT C-1

A circular area, 100 feet in radius, centered at a point that lies 315.83 feet in a N 10°44'57" E direction from the south corner of GRANTORS' tract, together with a 12-foot-wide strip that is bounded by the GRANTORS' Southeast property line and a line described as follows:

Beginning at a point that lies 99.00 feet in a S 51°47'30" E direction from the center of the circular area cited above; thence 618.40 feet in a N 38°12'30" E direction, to a point of intersection with the Northerly boundary of the GRANTORS' parcel except that the width of the water and electrical line easement shall be reduced to 6 feet from the Southeast corner of an existing metal building to a point of intersection with the Northerly boundary of Grantors' parcel.



DRAFT