

After Recording, return to:
Alverson Tract Owners Association
P. O. Box 1915
Anacortes, WA 98221

For Recorder's Use



200207230119
Skagit County Auditor

7/23/2002 Page 1 of 10 2:58PM

**DOMESTIC WELL AGREEMENT; EASEMENT AGREEMENT FOR A 4" WATER MAIN,
AN 8" FIRE MAIN AND ELECTRICAL SERVICE; 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
P. O. Box 1915
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUL 23 2002

DATE: July 22 2002.

Amount Paid \$
Skagit County Treasurer
By: Deputy

Tax Parcels 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:

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 in "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 covenant contemplated herein, which properties are hereinafter referred to as the "grantee parcels" and are more fully described in "Exhibit B" attached hereto and incorporated herein by reference.
- C. The parties agree that this document corrects and supersedes those documents under Skagit County Auditor's files #200101300092 and #200201100063 and that it constitutes a domestic well agreement; easement for water and fire mains and electrical service and a restrictive covenant agreement for a 100 foot radius sanitary control area, all on Grantors' parcel.

NOW, THEREFORE, it is hereby agreed as follows:

1. GRANT OF WATER RIGHT, RESTRICTIVE COVENANT FOR A SANITARY CONTROL AREA AND AN EASEMENT FOR WATER AND FIRE MAINS AND ELECTRICAL SERVICE:

In consideration of twenty dollars (\$20.00), which amount has already been paid, Grantors grant and convey to Grantee a right to install, maintain, and repair a well on the Grantors' parcel, and further grant a restrictive covenant for a 100 foot radius sanitary control area surrounding the well. Grantors further convey to Grantee an easement over and across Grantors' parcel for the purposes of access for installing, maintaining, repairing and/or replacing the well, water main, fire main and electrical service to such well.

Access to the well, water and fire mains and electrical service 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



fire mains and electrical service. 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 Grantors.

The withdrawal of water through additional wells within the restrictive covenant for the 100 foot radius sanitary control area shall be prohibited and pursuant to WAC 246-290-135, no source of contamination may be constructed, stored, disposed of or applied with the sanitary control area (within 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 wastes 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 house.

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

The well shall be located in the South corner of Grantor's 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 main, fire main and electrical service easement shall be twelve (12) feet in width and shall run from the well along a line bounded by Grantors' Southeast property line as depicted on "Exhibit C" attached hereto and described in "Exhibit C-1" attached hereto, except that the width of the above described easement shall be reduced to 6 feet from the Southeasterly 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 main, fire main and electrical service shall all be installed underground.



4. SCOPE OF WATER RIGHT AND EASEMENT:

Such water, right restrictive covenant and easement for water and fire mains and electrical service shall be appurtenant to and shall run with the Grantee 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 Grantee agrees to pay all costs of the installation, maintenance, operation and repair of the domestic well, pump and easement and agrees to pay all costs and operational expenses relating to the maintenance of the water and fire mains and electrical service 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 parcels, 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. Any 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.

8. NOTICE:

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 or 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.

9. LAW:

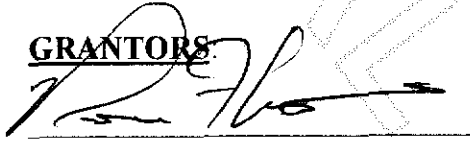
This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different state.

10. PARTIES AND SUCCESSORS:

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

DATED: July 22, 2002.

GRANTORS:



RON J. FLINT



JULIE A. FLINT

GRANTEE:

ALVERSON TRACT OWNERS
ASSOCIATION

By,


HOWARD A. PELLETT, President

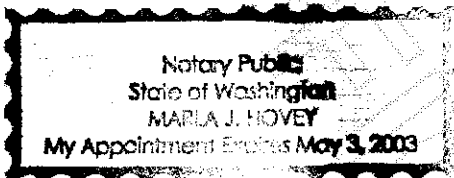


NOTARY

STATE OF WASHINGTON)
) SS
County of Skagit)

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.

SUBSCRIBED AND SWORN to before me this 2nd day of July, 2002.

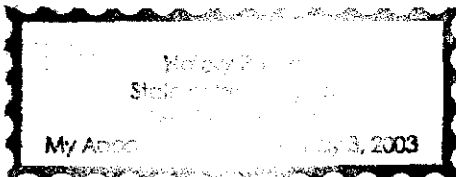


Marla J. Hovey
Notary Public in and for the State of Washington,
residing at: Anacortes wa
My Commission expires: 5/3/2003

STATE OF WASHINGTON)
) SS
County of Skagit)

On this day personally appeared before me JULIE A. FLINT, to me know 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.

SUBSCRIBED AND SWORN to before me this 2nd day of July, 2002.

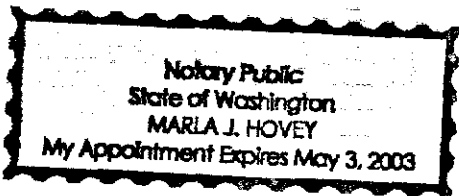


Marla J. Hovey
Notary Public in and for the State of Washington,
residing at: Anacortes
My Commission expires: 5/3/02

STATE OF WASHINGTON)
) SS
County of Skagit)

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.

SUBSCRIBED AND SWORN to before me this 2nd day of July, 2002.



Marla J. Hovey
Notary Public in and for the State of Washington,
residing at: Anacortes
My Commission expires: 5/3/02



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 Southeasterly 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 $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 36 North, Range 1 East, W.M., described as follows:

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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.”



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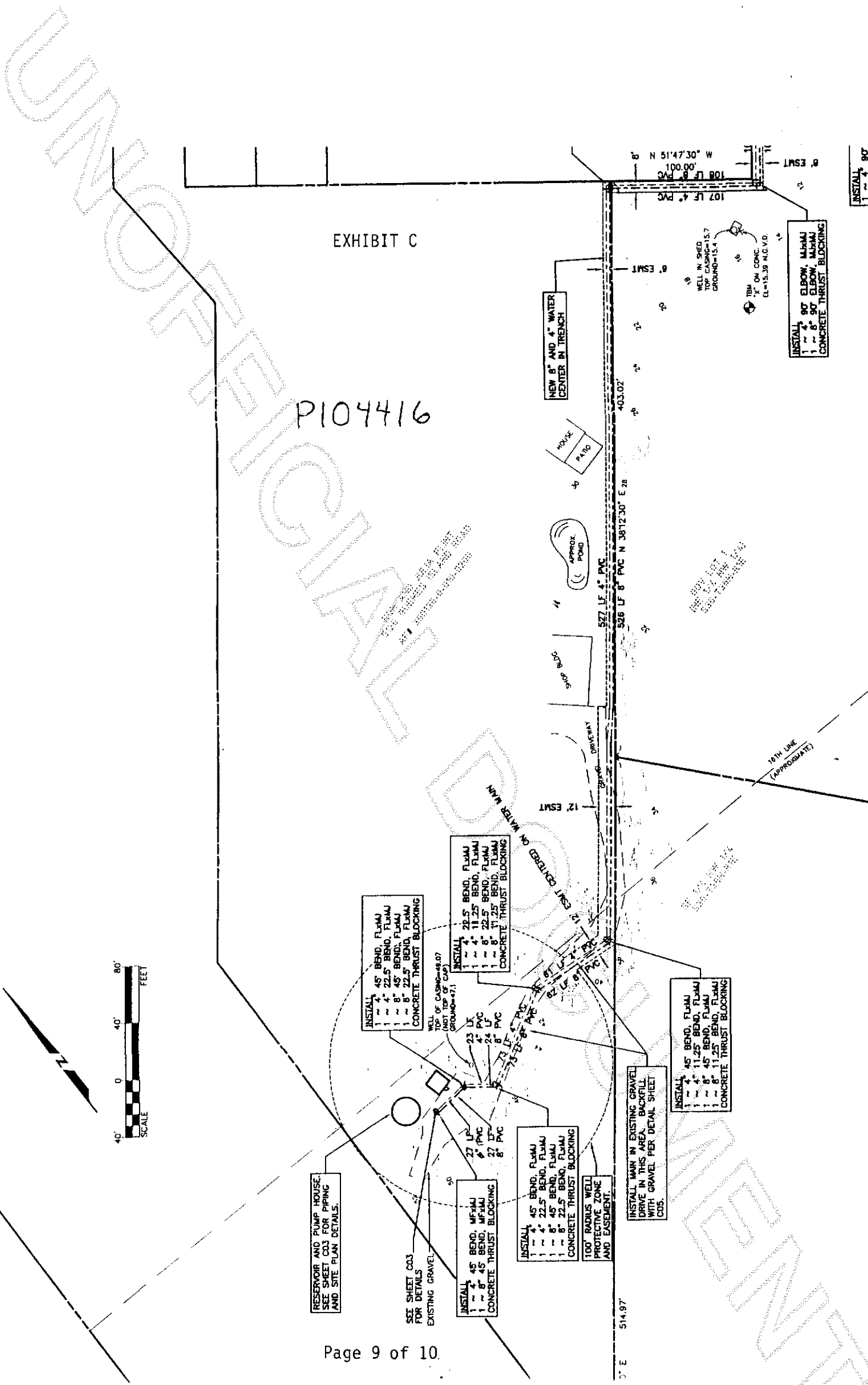


EXHIBIT C

P104416



RESERVOIR AND PUMP HOUSE.
SEE SHEET C03 FOR PIPING
AND SITE PLAN DETAILS.

SEE SHEET C03
FOR DETAILS
EXISTING GRAVEL.

INSTALL 45 BEND, FLJMU
1 - 4" 45 BEND, FLJMU
1 - 8" 45 BEND, FLJMU
CONCRETE THRUST BLOCKING

INSTALL 45 BEND, FLJMU
1 - 4" 45 BEND, FLJMU
1 - 8" 45 BEND, FLJMU
CONCRETE THRUST BLOCKING

100' RADIUS WELL
PROTECTIVE ZONE
AND EASEMENT.

INSTALL MAIN IN EXISTING GRAVEL
DRIVE IN THIS AREA. BACKFILL
WITH GRAVEL PER DETAIL SHEET
C03.

INSTALL 45 BEND, FLJMU
1 - 4" 45 BEND, FLJMU
1 - 8" 45 BEND, FLJMU
CONCRETE THRUST BLOCKING

INSTALL 45 BEND, FLJMU
1 - 4" 45 BEND, FLJMU
1 - 8" 45 BEND, FLJMU
CONCRETE THRUST BLOCKING

INSTALL 22.5 BEND, FLJMU
1 - 4" 22.5 BEND, FLJMU
1 - 8" 22.5 BEND, FLJMU
CONCRETE THRUST BLOCKING

NEW 6" AND 4" WATER
CENTER IN TRENCH

INSTALL 90 ELBOW, MJMU
1 - 4" 90 ELBOW, MJMU
CONCRETE THRUST BLOCKING

INSTALL 1 - 4" 90



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' property, together with a 6 foot wide easement for a water main, fire main and electrical service commencing at the Northerly boundary of GRANTORS' property and adjoining the Easterly boundary of GRANTORS' property; thence 365 feet, more or less, in a direction S 38°12'30" W along the Easterly boundary of GRANTORS' property; thence a 12 foot wide easement continuing Southerly 166 feet, more or less, along the Easterly boundary of GRANTORS' property to an angle point; thence 30 feet, more or less, in a direction S 72° W to an intersection with the 100 foot radius sanitary control area.



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