



200302040134

Skagit County Auditor

2/4/2003 Page

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## AGREEMENT

In the interest of providing water for fire protection to the Alverson Tract Owners Association and the Guemes Island Community at-large, the Grantor, Alverson Tract Owners Association, hereby declares that the Grantee, Skagit County Fire District No. 17 (Guemes Island Fire Department) shall have the right to take water for fire fighting purposes from a well located hereinafter described as follows:

A water well located at a point 315.83 feet in a N 10°44'57" E direction from the South corner of Parcel No. 104416, as per plat recorded in Volume 4 of Plats, page 28 and page 40, Records of Skagit County, Washington.

The Grantor shall install an eight (8) inch fire main commencing at and connected to the distribution manifold of said well, thence, running with and parallel to a domestic water main, along and under properties described in existing easements recorded in Skagit County Auditor's files No. 200207230119 and No. 200206250052, and terminating with a shut off valve and a standard fire hydrant assembly, the latter to be supplied by the Grantee, at the approximate point the fire main intersects Guemes Island Road. This will comprise the fire main system. Grantor will secure all required governmental permits and meet all requirements of regulatory agencies in constructing the fire main system

The Grantee shall assume all costs incurred by the Grantor for materials and installation of the fire hydrant assembly, terminal shut off valve, eight (8) inch fire main and connection of the latter to the aforementioned well manifold. Further the Grantee shall be responsible for and reimburse the Grantor for all costs incurred in the maintenance, repair, replacement or reconstruction of any part of this fire main system. Such reimbursement to be forthcoming and within sixty (60) days of receipt of invoices by the Grantee.

The said well manifold fire main and fire hydrant shut off valves shall remain fully open and the fire main charged with water at all times absent a significant leak in the fire main system in which event the Grantor may close either valve with immediate notification of the Grantee.

Periodically the Grantee will conduct tests of this fire main system, drawing no more than five hundred (500) gallons of water from the fire hydrant at each test. Upon the Grantor notifying the Grantee that there has been a water system failure resulting in no water being pumped to storage, such tests shall be suspended until the Grantor notifies the Grantee that the system has been repaired.

Upon making arrangements with the Grantor, the Grantee shall be granted ingress and egress to said well, storage tanks, distribution manifold, fire main, fire hydrant shut off valve, and fire hydrant assembly for inspection purposes. Should a need for maintenance, repair, replacement or reconstruction of some portion of the fire main system be found by the Grantee, the Grantor shall be notified and if the necessary measures to correct the condition have not been addressed within 30 days of notification, the Grantee may have the necessary work performed.

Any notice required to be given hereunder or any notice to be given by law shall be immediately conveyed verbally to one of the designated contact persons, a current list of those designated contact persons, their addresses and telephone numbers to be provided to the other party and updated as necessary. Within 24 hours of the verbal notification, written notice shall be provided, personally delivered or by certified mail, to that same designated person at the address provided.

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 application of the injunctive relief, shall be submitted to arbitration at one of the Skagit County alternative dispute resolution agencies. Any arbitration award rendered pursuant to the section shall be final and binding on the parties and may be submitted to any court of competent jurisdiction

for entry of judgement thereon. Any award issued by the arbitrator may include a reasonable amount for attorney fees and expenses to the prevailing or substantially prevailing party.

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

IN WITNESS WHEREOF, we have hereunto set our hands this 4<sup>th</sup> day of Feb. 2003.

**GRANTOR:**

ALVERSON TRACT  
OWNERS ASSOCIATION

**GRANTEE:**

SKAGIT COUNTY  
FIRE DISTRICT No. 17

Howard A. Pellett  
HOWARD A. PELLETT, President

James Dugan  
JAMES DUGAN, Commissioner

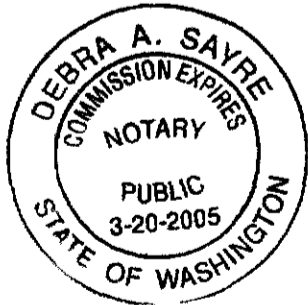
Richard T. Nicolls, M.D.  
RICHARD NICOLLS, Commissioner

James O'Neil  
JAMES O'NEIL, Commissioner

State of Washington)  
  : SS  
County of Skagit            )

On this day personally appeared before me **HOWARD A. PELLETT, JAMES DUGAN, RICHARD T. NICOLLS,** and **JAMES O'NEIL** to me known to be the principals described in and who executed the foregoing instrument, and each acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 4<sup>th</sup> day of February 2003.



Debra A. Sayre  
Notary Public in and for the State of Washington

Residing at Oak Harbor, WA

My Commission Expires: 3-20-05



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Skagit County Auditor