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Skagit County Auditor

9/21/2007 Page

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4 10:10AM

Document Title: Agreement

Reference Number:

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. RASAR

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. M. YER SAND & GRAVEL CO., INC.

2.

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

Easement over Ptn of NE 1/4 13-253

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P109100

SETTLEMENT AGREEMENT 2003 (Page 1 of 3)

Miles Sand & Gravel Co., Inc (MILES) enters the following settlement agreement with Daniel D. Rasar and Ann J. Rasar, husband and wife, and with John Kevin Rasar and Cheryl A. Rasar, husband and wife (collectively "RASAR").

I. MILES is processing permits for an expanded mining operation and accessory uses at the Belleville Pit located in Skagit County in the State of Washington (MILES property). RASAR agrees not to oppose the various permit applications associated with this proposed expanded mining operation and its accessory uses. RASAR agrees not to further pursue any opposition or take any action in opposition to or appeal the issuance of any of the required permits for the mining operation and the preferred haul route, including the Special Use Permit, the Shoreline Substantial Development Permit and Variance, the CAO Variance, the WDNR (HPA), the WDOE Water Quality Certification (NPEDES), NWAPA Notice of Construction (NOC), the transfer of the water right, or any other required permits or approvals for the proposed expanded mining operation and the development of the preferred haul route. RASAR agrees to not directly, indirectly, or financially participate in any such opposition or appeal in any manner. RASAR agrees to not challenge in any manner or otherwise raise an issue or appeal the FEIS.

II. RASAR agrees to write a letter and deliver it to the County prior to January 8, 2003 that states that RASAR as an owner of neighboring property (RASAR property) is not protesting or opposing the proposed expanded mining operation.

III. MILES agrees to sign two originals of the attached Amendment to the Easement Deed (Amendment) by January 3, 2003. The Amendment will be held in escrow (one original by Gerald Steel and one original by MILES) and recorded when site development for mining or mining accessory uses begins on the MILES property. MILES shall record the Amendment prior to any change of ownership of the MILES property if there are any mining-related permits or permit applications pending.

IV. MILES (and assigns of MILES property) agrees that sound levels to the RASAR property from the MILES property shall not exceed 60 dba between 7 am and 10 pm and shall not exceed 50 dba between 10 pm and 7 am without further adjustment meeting the noise limitations established by the Table in WAC 173-60-040(2)(a) and the provisions in WAC 173-60-040(2)(b).

V. MILES (and assigns of MILES property) agrees to maintain a minimum of 100 feet of natural growth of trees and bushes on MILES western boundary except on the road that passes through the northwestern corner of the MILES property. In addition, on



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this said 100 foot buffer where the density is deficient (except on the said road) MILES (and assigns of MILES property) agrees to plant within one year and maintain conifer (where feasible) and/or deciduous trees (where conifers are not feasible) to create an evenly distributed density of trees with a minimum density of 1 tree per 100 square feet or 436 trees per acre. Existing deciduous trees will count toward the density requirement when the existing trees are 8 inch in diameter at 4 feet above the ground. Trees may only be cut and removed inside the said 100 foot buffer if the trees are unhealthy and then with the permission of RASAR (or assigns of the RASAR property). MILES (or assigns of the Miles property) shall place by April 1, 2003 and maintain permanent buffer edge markers along the eastern edge of the said 100 foot buffer to provide a line of sight determination of this buffer edge.

VI. RASAR agrees to allow MILES to use the existing RASAR well as a monitor well when the mining operations begin on the MILES property. RASAR agrees to allow MILES to use three future RASAR wells as monitor wells when the wells have been developed and used by RASAR or assigns for one year. RASAR or assigns will provide gallon per day test data for each well to establish base yields. Should any of the four RASAR wells fail to yield a quantity of water after mining operations have started of the base yield less 1,000 gallons per day, MILES (or assigns of the MILES property) will restore or replace the well or provide a replacement water source acceptable to RASAR (or assigns of the RASAR property). RASAR will provide MILES with baseline chemical analysis of water from each well. After mining operations have started, should the level of any chemical or substance increase from below to above state or local health department recommended limits for drinking water (including all MCLs in WAC 246-290-310 as amended) for any RASAR well, or increase by a factor of two if already above said limits, MILES (or assigns of the MILES property) will restore or replace the well or provide a replacement water source acceptable to RASAR (or assigns of the RASAR property).

VII. Within 1000 feet of the northwestern corner of the MILES property, MILES and assigns of the MILES property shall limit hours of dredging-related activities to between 7 a.m. to 10 p.m. and hours of other operations to between 7 a.m. to 6 p.m. MILES (or assigns of the Miles property) shall place by April 1, 2003 and maintain markers 1000 feet from the northwestern corner of the MILES property to provide a line of sight determination of this buffer edge. RASAR or assigns may access this buffer area to document activities that might violate this agreement.

VIII. The parties agree that the provisions of this agreement may be enforced by specific enforcement through a court order. Initial venue shall be Skagit County Superior



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Court. In an enforcement action, the prevailing party shall receive reasonable attorney fees and costs together not to exceed \$10,000 for a single lawsuit.

Agreed:

Miles Sand & Gravel Co., Inc. (MILES)

Michael T. Crawford  
Michael T Crawford, Vice President

Date JANUARY 7, 2003

RASAR

Daniel D. Rasar  
Daniel D. Rasar

Date 2/24/03

Ann J. Rasar  
Ann J. Rasar

Date 2/24/03

John Kevin Rasar  
John Kevin Rasar

Date 1/7/03

Cheryl A. Rasar  
Cheryl A. Rasar

Date 1/7/03



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