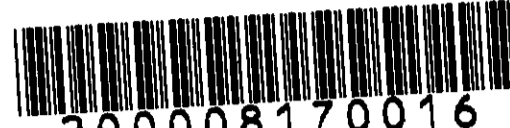


After Recording, return to:  
HOWARD A. PELLETT  
5293 Guemes Island Road  
Anacortes, WA 98221

For Recorder's Use



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Kathy Hill, Skagit County Auditor  
8/17/2000 Page 1 of 14 10:15:16AM

**DOMESTIC WELL AGREEMENT AND EASEMENT**

**GRANTORS:** ELIZABETH RUEST and  
DAVID C. OLIVER  
13714 NE 36<sup>th</sup> Place  
Bellevue, WA 98005

**GRANTEE:** ALVERSON TRACT OWNERS ASSOCIATION,  
A Washington non-profit corporation  
c/o Howard A, Pellett, President  
5293 Guemes Island Road  
Anacortes, WA 98221-9041

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

AUG 17 2000

**DATE:** July 24, 2000.

Amount Paid \$  
Skagit County Treasurer  
By: *[Signature]* Deputy

**Tax Parcels No's:** P46851, P61737-P61746, P61759-P61765

**Legals:** Lot 1, Short plat #91-93 AF; Skagit County, Washington  
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 and easement 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 easement for the installation, use, repair and maintenance of a domestic well located on the Grantors' parcel.

NOW, THEREFORE, it is hereby agreed as follows:

1. GRANT OF WATER RIGHT AND EASEMENT:

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 make routine repairs to a well on the Grantor's parcel, and further grant and declare an easement over and across the Grantors' parcel for the benefit of the grantee parcels for the purposes of access to such well and for installing, maintaining and repairing a water line and electric line to such well. Grantee shall have no right to replace the well in the future. Such access over and across Grantors' parcel shall be limited to foot traffic only and Grantee may use non-motorized equipment such as wheelbarrows or carts to move heavy replacement equipment. Grantee shall have no right to use any motorized objects, other than the well, on or about the Grantors' parcel, except that Grantee shall have a four (4) month period to employ motorized equipment to construct the well and shall give the Grantors thirty (30) days written notice of the start of the construction period.

2. WELL AND STORAGE TANK:

The well shall include a well house for protection and machinery storage, and an area of 100 foot radius around the well structure. This 100 foot area shall be landscaped and maintained by Grantee at Grantee's expense, and shall be clear of any structures or other impediments, except that, a water storage tank, not to exceed 12,000 gallons capacity, may be placed in the 100 foot area surrounding the well and well housing. The well house and storage tank will be finished in earth tones to minimize visual impact. All landscaping and maintenance thereof shall be according to a plan approved by Grantors.



3. LOCATION AND DIMENSIONS OF EASEMENTS.

The well shall be located in the southwest corner of Grantors' Lot 1, such that the well and surrounding 100 foot radius easement fit as nearly as possible into the southwest 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 8 feet in width and shall run from the existing well water line and electrical easement along the west of the access road ("Trail Run Road") and along the property line between Lot 1 and Lot 2, as depicted on "Exhibit D" attached hereto and described on "Exhibit D-1" attached hereto, 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 and easement for water lines shall be appurtenant to and shall run with the Grantee properties described above, and such easement and the obligations contained in this Agreement shall benefit and be binding upon the owners, their successors or assigns. All rights hereunder reserved in Grantors or otherwise pertaining to Grantors shall run with the land and inure for the benefit of Grantors and Grantors' heirs, successors or assigns. The easement and the rights granted herein are not exclusive to the Grantee and nothing herein shall prevent Grantors from using and enjoying the easement area and nothing shall prevent Grantors from granting additional parties easements and water rights on Grantors' property, provided that, it is recognized that an individual well has production limitations and thus water and well rights granted to Grantee by this agreement shall be for the exclusive use of the Grantee, their owners, their successors and assigns. Furthermore, 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 department 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. Nothing herein shall prevent Grantors from using and enjoying water from grantors' parcel. This easement and any and all rights hereunder shall terminate should the well become inoperable for a period exceeding 180 consecutive days.



Grantee shall restore, keep, and maintain the easement area in as close to its natural state as is reasonably possible. Any failure to restore, keep, and/or maintain the easement area and Grantors' parcel in its natural state shall entitle Grantors to terminate this easement and any and all rights hereunder, upon thirty days written notice to Grantee, provided, however, Grantee shall have thirty days from receipt of said notice to cure any breach of this paragraph.

5. COSTS:

Grantee agrees to pay all costs of the installation, maintenance and repair of the domestic well and pump and 100 foot surrounding area, and agrees to pay all costs of the operational expenses relating to the maintenance of the water pipeline and electrical lines running to and from the well. The Grantee shall pay all costs of landscaping and maintaining the easement area.

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. INDEMNIFICATION BY GRANTEE:

All equipment and/or improvements installed by Grantee on the Premises shall be at the sole risk of Grantee. Grantors or Grantors' agents shall not be liable for injury, theft, costs, expenses (including attorneys' fees) or other damage or loss, either to person or property, sustained by Grantee or its employees, agents, contractors, licensees or invitees, caused by, or arising from, any defects now existing or hereafter occurring on Grantors' parcel, or due to the equipment and improvements becoming out of repair or caused by fire or the bursting or leaking of water, gas, sewer or steampipes, or from any act or neglect of the grantee, or its employees, agents, contractors, licensees, invitees, or any other person or due to the happening of any accident from whatsoever cause in and about the Grantors' parcel, equipment, and/or improvements and Grantee agrees to defend and shall, and hereby does, indemnify and hold Grantors and Grantors' agents harmless from and against any and all claims, liens or expenses (including attorneys' fees) for damages suffered as aforesaid in or about the Grantors' parcel, equipment, and/or improvements by any person, firm or corporation.



The foregoing paragraph 7 notwithstanding, Grantee is not responsible for, and shall assume no duty to indemnify Grantor for any cause of action not arising from Grantee's acts or omissions with regard to Grantee's activities, Grantee's agents or Grantee's machinery or equipment.

8. HAZARDOUS SUBSTANCES:

If any claims, demands, actions, causes of action, damages, liabilities, judgments or costs shall be asserted against or suffered by Grantors, or if Grantors shall incur or suffer any expenses, losses or damage by reason of the Contamination or claimed Contamination of the Grantors' parcel or personalty by Hazardous Substances arising, in any way, out of Grantee's activities on the Grantors' parcel, including, but not limited to, the mere existence of the well, equipment or improvements themselves, Grantee shall indemnify and defend grantor against and hold each of them harmless from any and all claims, liens, costs or expenses (including attorneys' fees) for damages suffered, whether asserted against, suffered by or imposed upon them or either of them while the easement is or remains in effect or after its expiration or termination.

"Hazardous Substances" shall mean substances of any kind or nature which any law, regulation, rule or ruling of courts or executive or administrative bodies of the United States of America, the State of Washington, or other governmental or quasi-governmental authority, or any subdivision of such State, or other governmental or quasi-governmental authority, has determined or at any future time may determine to be hazardous or toxic, whether to humans or as affecting the environment or ecology. For the purpose of this Agreement, "Contamination" of the Grantors' parcel or any personalty by Hazardous Substances shall mean that such property then is affected by Hazardous Substances which have been or may be released into or upon the Property due to Grantee's acts or omissions or situated in or upon such property at any time in the past, or at any time in the future and before all rights and interests which Grantee (or any of them) and successors and assigns have or may have under this Agreement are extinguished by the exercise of rights and remedies under this Agreement, and irrespective of any knowledge or failure of knowledge of any Grantor with respect to the existence or release of such Hazardous Substances. The foregoing paragraph 8 notwithstanding, Grantee is not responsible for, and shall assume no duty to indemnify Grantors for any cause of action not arising from Grantee's, or Grantee's agents, acts or omissions with regard to Grantee's activities, Grantee's machinery and equipment.



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9. JOINT AND SEVERAL LIABILITY:

If there be more than one person as grantee, each Grantee shall be jointly and severally liable to Grantors with respect to any such claims, demands, actions, causes of action, damages, liabilities, judgments or costs which may be asserted against or suffered by Grantors, whether by virtue of any agreement or otherwise.

10. CODE:

As a condition of Grantee's continued rights under this Agreement, Grantee shall construct and maintain all improvements and activities upon the Grantors' parcel in accordance with all applicable local, state, federal and other governmental or quasi-governmental laws and ordinances. Failure to do so shall entitle Grantors to terminate this easement and any rights granted hereunder upon 30 days written notice. In the event of termination of the rights hereunder, all improvements, fixtures and equipment on the premises shall belong to Grantors.

11. LITIGATION EXPENSE:

In the event it is necessary to interpret or enforce any provisions of this Agreement, including enforcement of payments due for repair and maintenance, the prevailing party therein shall be entitled to a reasonable attorney's fee in any trial proceeding or appeal thereof, to be set by the court, in addition to costs and disbursements allowed by law.

12. 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 of them in any other manner prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the fifth day, excluding Sundays, following the date of posting in the United States Mail, if such notice is given by mail.

13. 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 or country. Venue for any action under this agreement shall lie in Skagit County, Washington.

14. 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 or country. Venue for any action under this agreement shall lie in Skagit County, Washington.

15. PARTIES AND SUCCESSORS:

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

15. 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 the arbitration at one of the alternative dispute resolution agencies (such as WAMS or JAMS, but not limited thereto), in Seattle, King 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.

DATED: July 24, 2000.

GRANTORS:

  
ELIZABETH RUEST

  
DAVID C. OLIVER

GRANTEE:

ALVERSON TRACT OWNERS  
ASSOCIATION

By,

President

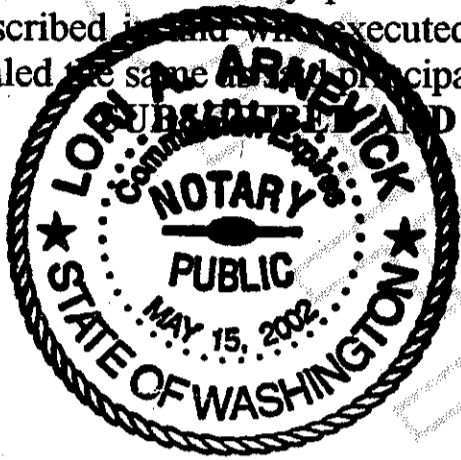
  
HOWARD A. PELLETT  
President



**NOTARY**

STATE OF WASHINGTON )  
 ) SS  
 County of King )

On this day personally appeared before me ELIZABETH RUEST, 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.

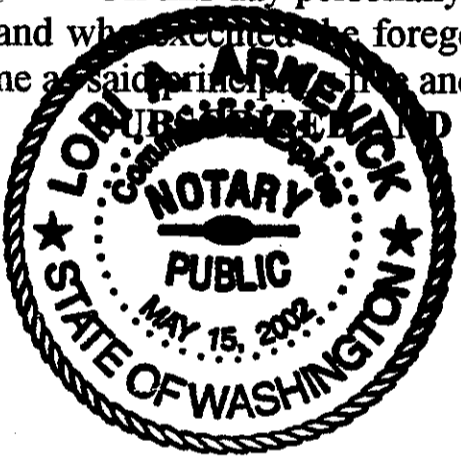


SUBSCRIBED AND SWORN to before me this 24 day of July, 2000.

*Lori A. Arnevik*  
 LORI A ARNEVICK  
 Notary Public in and for the State of Washington,  
 residing at: REDMOND, WA  
 My Commission expires: 5-15-2002

STATE OF WASHINGTON )  
 ) SS  
 County of King )

On this day personally appeared before me DAVID C. OLIVER, 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.

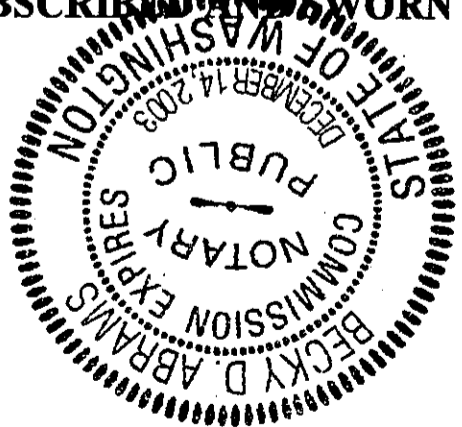


SUBSCRIBED AND SWORN to before me this 24 day of July, 2000.

*Lori A. Arnevik*  
 LORI A ARNEVICK  
 Notary Public in and for the State of Washington,  
 residing at: REDMOND, WA  
 My Commission expires: 5-15-2002

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 14<sup>th</sup> AUG. day of July, 2000.

*Becky D. Abrams*  
 Notary Public in and for the State of Washington,  
 residing at: Anacortes, WA.  
 My Commission expires: Dec. 14, 2003





**EXHIBIT A**

Lot 1 of Skagit Short Plat No. 91-93 as approved October 11, 1992, and recorded September 16, 1992, in Volume 10 of Short Plats, page 118, under Auditor's File No. 9209160031, records of Skagit County, Washington; being a portion of Government Lots 1 through 3, the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 36, Township 36 North, East of the Willamette Meridian.



**EXHIBIT B**

“Lots 36 t 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.”



EXHIBIT C

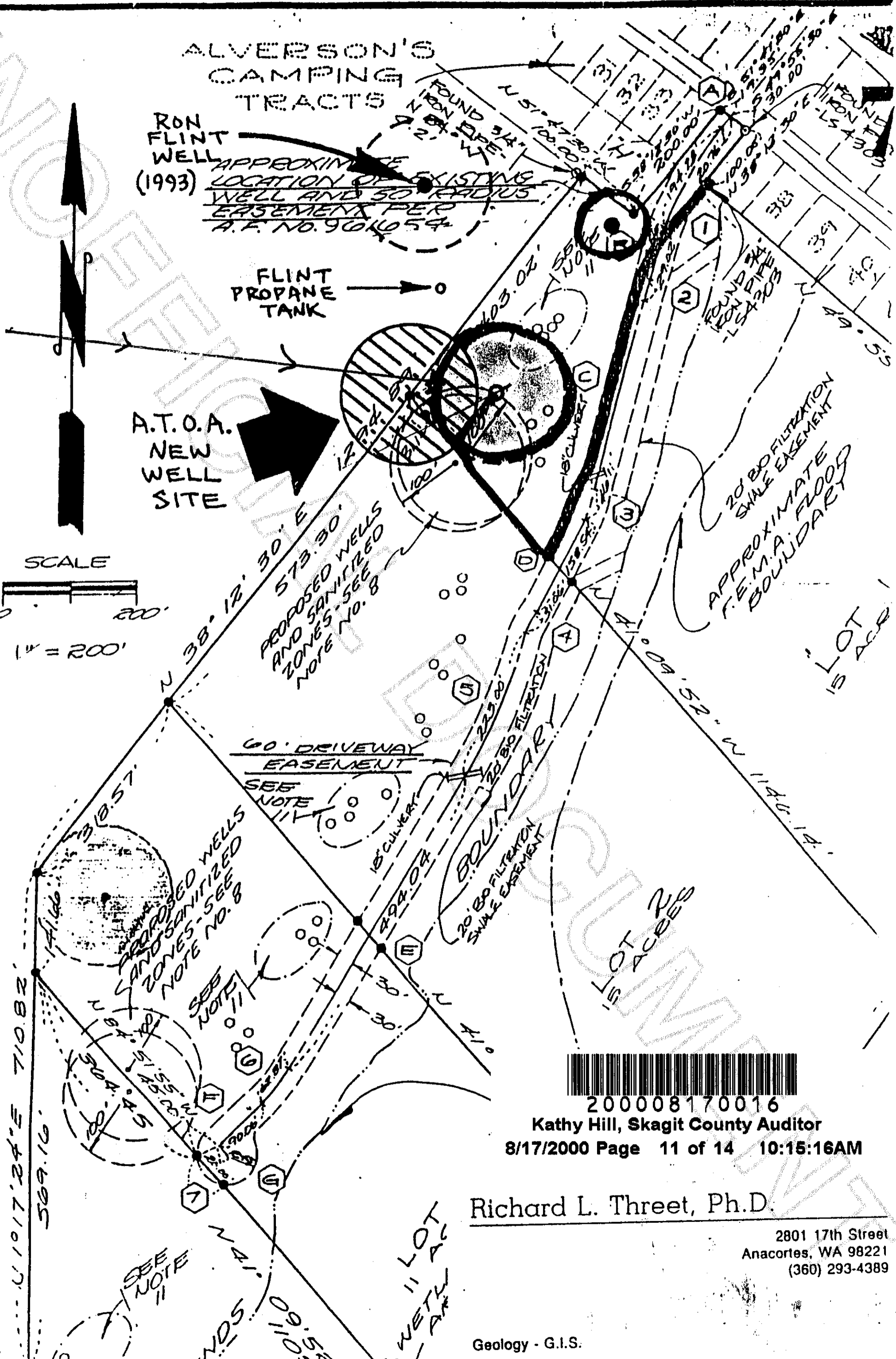
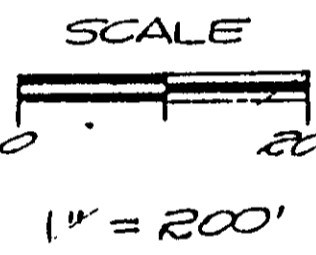
ALVERSON'S CAMPING TRACTS

RON FLINT WELL (1993) APPROXIMATE LOCATION OF EXISTING WELL AND 50' RADIUS EASEMENT PER A.F. NO. 901454

FLINT PROPANE TANK

NEW WELL

A.T.O.A. NEW WELL SITE



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Kathy Hill, Skagit County Auditor

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Richard L. Threet, Ph.D.

2801 17th Street  
Anacortes, WA 98221  
(360) 293-4389

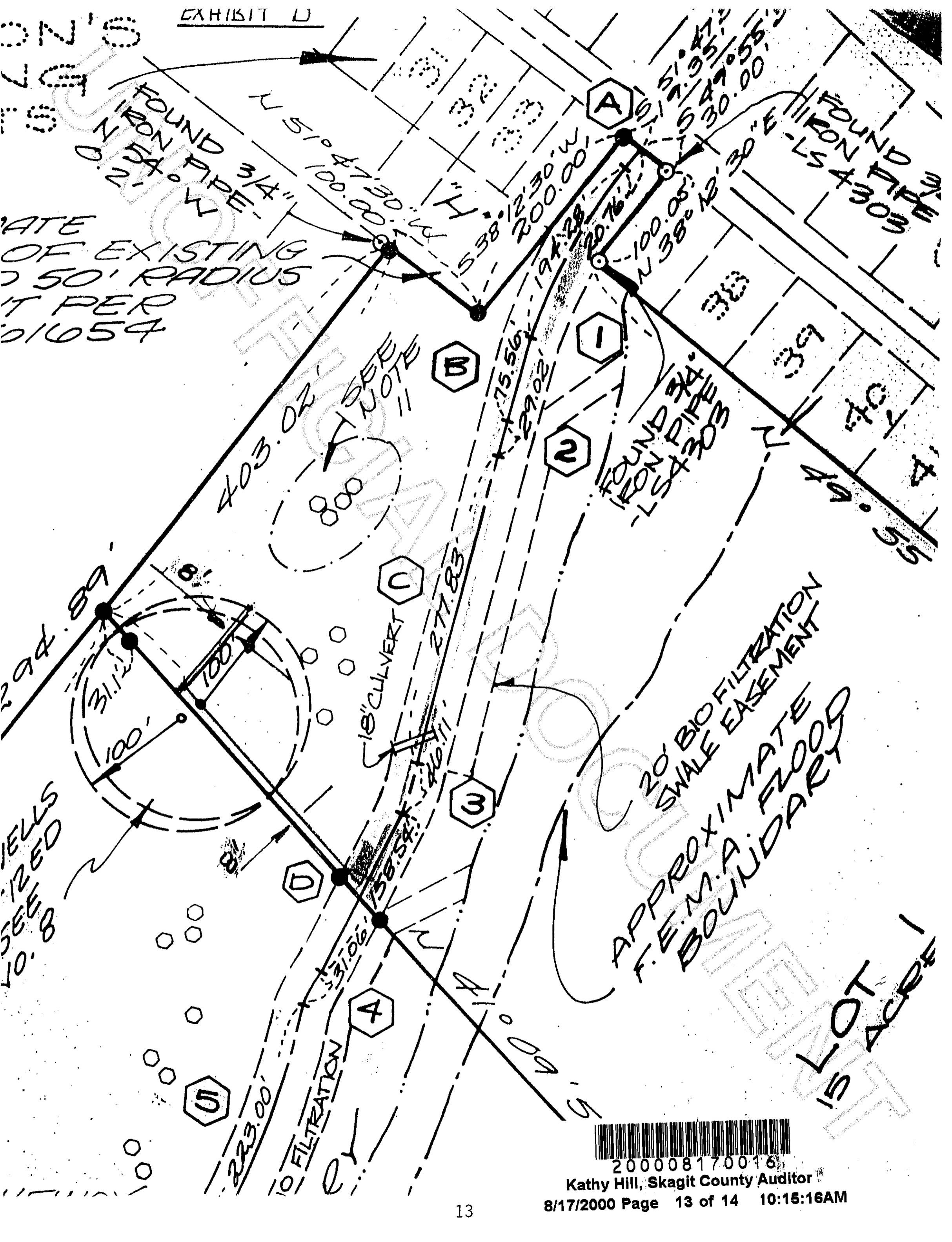
**EXHIBIT C-1**

That portion of Lot 1, Short Plat No. 91-093, approved October 11, 1992, recorded September 16, 1992, in Volume 10 of Short Plats, page 118, under Auditor's File No. 9209160031, and being a portion of government Lots 1 through 3, the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 36, Township 36 North, Range 1 East, W.M., described as follows:

Beginning at the most Westerly corner of said Lot 1; thence North  $38^{\circ}12'30''$  East, along the Northwesterly line of said Lot 1, a distance of 100.00 feet; thence South  $41^{\circ}09'52''$  East, parallel with the Southwesterly line of said Lot 1, a distance of 100.00 feet to the TRUE POINT OF BEGINNING of an easement area that lies within the circumference of a circle drawn from said point, with a radius of 100.00.

Situate in the County of Skagit, State of Washington.





DATE OF EXISTING 50' RADIUS PER 01054

WELLS SEELED 10.8

20' BIOFILTRATION SWALE EASEMENT  
 APPROXIMATE F.E.M.A. BOUNDARY

15 LOT 1 ACRES



## EXHIBIT D-1

### LEGAL DESCRIPTION FOR:

An easement of varying width, being a portion of Lot 1 of Short Plat No. 91-093, approved October 11, 1992, recorded September 16, 1992, in Volume 10 of Short Plats, page 118, under Auditor's File No. 9209160031, and being a portion of the Northwest Quarter of Section 36, Township 36 North, Range 1 East, W.M., centerline of said easement described as follows:

Beginning at the most Northerly corner of Lot 1 of said short plat, lying on the Southwesterly margin of Guemes Island Road; **thence** South  $51^{\circ} 47' 30''$  East, 19.35 feet along said Southwesterly margin to the centerline of that certain 60 foot wide driveway easement, as shown on said short plat, and the **TRUE POINT OF BEGINNING** of this centerline description; **thence** following along the centerline of said driveway easement, an easement 60.00 feet in width, lying 30.00 feet on each side of the following described courses; South  $38^{\circ} 12' 30''$  West, 20.76 feet to the beginning of a curve to the left, having a radius of 500.00 feet; **thence** Southwesterly along the arc of said curve to the left, through a central angle of  $22^{\circ} 15' 47''$ , an arc distance of 194.28 feet; **thence** South  $15^{\circ} 56' 43''$  West, 75.56 feet to the beginning of a curve to the left, having a radius of 1000.00 feet; **thence** Southwesterly along the arc of said curve to the left, through a central angle of  $1^{\circ} 39' 46''$ , an arc distance of 29.02 feet; **thence** South  $14^{\circ} 16' 57''$  West, 277.83 feet to the beginning of a curve to the right, having a radius of 200.00 feet; **thence** Southwesterly along the arc of said curve to the right, through a central angle of  $13^{\circ} 12' 37''$ , an arc distance of 46.11 feet; **thence** South  $27^{\circ} 29' 34''$  West, 57.90 feet, to a point on the centerline of said 60 foot wide driveway easement, which lies a perpendicular distance of 4.00 feet Northeasterly of the Southwesterly line of said Lot 1; **thence** leaving said centerline driveway easement, an easement 8.00 feet in width, lying 4.00 feet on each side of the following described courses; North  $41^{\circ} 09' 52''$  West, parallel with said Southwesterly line of Lot 1, a distance of 239.60 feet; **thence** North  $38^{\circ} 12' 30''$  East, parallel with said Northwesterly line of said short plat, a distance of 99.93 feet to a point which lies a perpendicular distance of 98.28 feet Southeasterly of the Northwesterly line of said short plat and a perpendicular distance of 102.22 feet Northeasterly of the Southwesterly line of said Lot 1 and the terminus of this centerline description.

EXCEPT any portion lying outside the boundary lines of said Lot 1.

