

Filed for Record at Request of and
copy returned to:

Harrang Long Gary Rudnick
Attn: John T. Witherspoon
1001 SW Fifth Ave, 16th floor
Portland, OR 97204

Auditor File #: **2011 0003000**

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

on **05/02/2011** at **15:38**

Total of **9** page(s) Paid: \$ **70.00**
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

AALLEN

WELL RESTRICTIVE COVENANT

This WELL RESTRICTIVE COVENANT ("**Agreement**") is effectively dated the 16th day of June, 2010 ("**Effective Date**"), by and between Deep Lake, LLC, a Washington limited liability company ("**Grantor**") and Deep Lake Condominium Association, a Washington non-profit corporation, in and of itself and also on behalf of its members ("**Grantee**").

A. The members of the Grantee own the real property legally described in the attached Exhibit A ("**Association Parcel**") with an abbreviated legal description of:

PTN GOV LOT 1, S 26, T 39 N, R 41 EWM.

Assessor's Tax Parcel ID Numbers: 5675202, 5675211, 5675212,
5675213, 5675214, 5675215, 5675216

B. Grantor owns the real property located across Grizzly Way to the East of the Association Parcel, legally described in the attached Exhibit B ("**Beach Parcels**") with an abbreviated legal description of:

DEEP LAKE WILDERNESS WEST LOT 12.

Assessor's Tax Parcel ID Number: 621326

C. Grantee is benefited by a well supplying water for its use located on the Beach Parcels at the location depicted on Exhibit C, and Grantor, in connection with its formation of the condominium on the Association Parcel, is required to grant the restrictive easement in this

Agreement for the intended purposes of keeping the well free from impurities which might be injurious to the quality of the well.

NOW, THEREFORE, it is mutually agreed by and between Grantee and Grantor as set forth below:

1. **Grant of Well Restrictive Covenant.** Grantor hereby covenants and agrees that it shall not construct, maintain, or suffer to be constructed or maintained within eighty-five (85) feet of the well depicted on Exhibit C to this Agreement to the extent within the Beach Parcels (“**Restrictive Well Area**”) any improvement which could reasonably constitute a potential source of contamination, such as a septic tank or drain field.

2. **Term of Restrictive Covenant.** This Agreement is contingent on and subject to approval from governmental entities or agencies, including without limitation the Washington State Department of Health and Department of Ecology, of a well at the location depicted on Exhibit C. This Agreement will terminate in the event that the well is no longer used or operated by the Grantee.

3. **DISCLAIMER OF WARRANTIES.** IN CONSIDERATION OF GRANTOR ENTERING INTO THIS AGREEMENT, GRANTEE DOES HEREBY EXPRESSLY AGREE AND ACKNOWLEDGE THAT GRANTOR DOES NOT AND HAS NOT MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OR OTHERWISE, WITH REGARD TO THE WATER OR THE WELL, INCLUDING BUT IN NO WAY LIMITED TO ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR USE, OR COMPLIANCE WITH LAW, OR ENVIRONMENTAL OR HAZARDOUS CONDITION OR APPROVAL BY ANY GOVERNMENT ENTITY. WITHOUT LIMITING ANY OF THE FOREGOING, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE NO REPRESENTATION OR AGREEMENT AS TO THE QUALITY OF THE WATER FROM THE WELL.

4. **Miscellaneous Provisions.**

(a) **Successors and Assigns.** The terms, covenants and conditions contained in this Agreement are binding upon Grantor and any other person having any interest in the Beach Parcels, upon Grantee and its members and any other person having any interest in the Association Parcel, and any legal representatives, successors and assigns.

(b) **Covenant to Run with Land.** Except as may be specifically limited in this Agreement, the easement granted herein shall be deemed to be covenants which run with, burden, and benefit the Beach Parcels and the Association Parcel.

(c) **Incorporation.** The above recitals and all exhibits to this Agreement are hereby incorporated by this reference. This Agreement, including all exhibits, is the entire agreement between the parties with respect to the subject matter. There are no oral

promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.

(d) **Recording.** This Agreement may be recorded by any party without the prior written consent of the other.

(e) **No Waiver.** The waiver by any party of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived. No waiver will be effective unless in writing and executed by the party against whom such waiver is sought.

(f) **Venue and Governing Law.** The venue for any suit or action brought in connection with this Agreement shall be in Stevens County in the State of Washington. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

(g) **Time of the Essence.** Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

(h) **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a dedication of any portion of Beach Parcels to the general public or for the general public or for any public purposes whatsoever, it being the intention that this grant of easement will be strictly limited to and for the purposes expressed in this Agreement.

This Agreement is entered into effective as of the date first set forth above.

GRANTOR:

DEEP LAKE, LLC, a Washington limited liability company

By: William M. Fanning
William M. Fanning, Managing Member

GRANTEE:

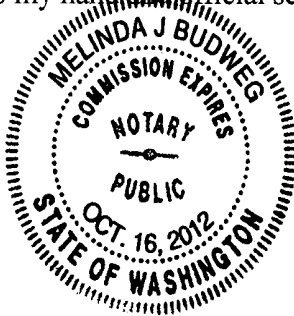
DEEP LAKE CONDOMINIUM ASSOCIATION, a Washington nonprofit corporation

By: William M. Fanning
William M. Fanning, its President.

STATE OF Washington)
)
:SS.
County of Spokane)

On this 16th day of June, 2010, before me, Melinda Budweg, a Notary Public in and for the State of Washington, personally appeared WILLIAM M. FANNING, known or identified to me to be a the Managing Member of Deep Lake, LLC, the limited liability company that executed the within instrument and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

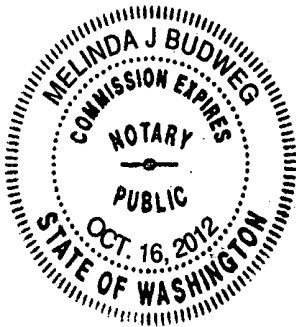


Melinda J Budweg
Notary Public for _____
Residing at Spokane, WA 99201
Commission Expires 10/16/2012

STATE OF Washington)
)
:SS
County of Spokane)

On this 16th day of June, 2010, before me, Melinda Budweg, a Notary Public in and for the State of Washington, personally appeared WILLIAM M. FANNING, known or identified to me to be a the President of Deep Lake Condominium Association, the corporation that executed the within instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Melinda J Budweg
Notary Public (Signature)
Melinda J Budweg
(Print Name)

My appointment expires: 10/16/2012

**EXHIBIT A
LEGAL DESCRIPTION
ASSOCIATION PARCEL**

A tract of land located in Government Lot 1 of Section 26, Township 39 North, Range 41 E., W.M., Stevens County, Washington, more particularly described as follows:

Beginning at a point on the Southerly boundary of a tract of land described in that deed dated August 31, 1948, recorded in book 136 of Deeds, page 263, said point bears N 88°29'06" W, along the North line of said Section 26, 1455.94 feet and S 1°30'54" W, perpendicular to said North line, 200.00 feet, all from the North quarter corner of said Section 26 (said point also being the Northwesterly corner of the "Wilderness West Homeowners Association" community drainfield); thence S 19°14'36" W, along the Westerly boundary of said community drainfield, 106.94 feet; thence S 0°07'29" W, along the Westerly boundary of said community drainfield, 11.60 feet; thence N 85°50'03" E, along the Westerly boundary of said community drainfield, 31.90 feet; thence S 2°13'31" E, along the Westerly boundary of said community drainfield, 32.39 feet; thence S 78°46'01" W, along the Westerly boundary of said community drainfield, 6.22 feet; thence S 11°13'59" E, along the Westerly boundary of said community drainfield, 64.00 feet; thence N 78°46'01" E, along the Westerly boundary of said community drainfield, 7.81 feet; thence S 11°13'59" E, along the Westerly boundary of said community drainfield, 73.71 feet to the Southwesterly corner of said "Wilderness West Homeowners Association" community drainfield; thence N 79°53'27" E, along the Southerly boundary of said community drainfield, 3.98 feet; thence S 4°08'40" E 72.91 feet; thence S 49°18'49" E 31.95 feet; thence N 86°29'13" E 102.57 feet to its intersection with the Westerly right of way line of "Deep Lake Boundary Road"; thence Southeasterly, along said Westerly right of way line, along the arc of a curve to the right 326.89 feet (radius= 1402.50 feet, delta= 13°21'16", chord= S 5°39'10" E, 326.15 feet) to its intersection with the Northerly right of way line of "Grizzly Way"; thence N 88°36'19" W, along said Northerly right of way line of "Grizzly Way", 6.76 feet; thence Northwesterly, along said Northerly right of way line of "Grizzly Way", along the arc of a curve to the right 25.67 feet (radius= 25.30 feet, delta= 58°07'53", chord= N 59°32'22" W, 24.58 feet); thence N 30°28'25" W, along the Easterly right of way line of "Grizzly Way" 182.74 feet; thence Northwesterly, along said Easterly right of way line of "Grizzly Way", along the arc of a curve to the left 13.53 feet (radius= 124.70 feet, delta= 6°12'58", chord= N 33°34'54" W, 13.52 feet); thence N 36°41'23" W, along said Easterly right of way line of "Grizzly Way" 180.45 feet; thence Northwesterly, along said Easterly right of way line of "Grizzly Way", along the arc of a curve to the right 36.69 feet (radius= 75.00 feet, delta= 28°01'35", chord= N 22°40'36" W, 36.32 feet); thence N 8°39'48" W, along said Easterly right of way line of "Grizzly Way" 162.99 feet;

thence Northerly, along said Easterly right of way line of "Grizzly Way", along the arc of a curve to the right 11.98 feet (radius= 75.00 feet, delta= 9°08'55", chord= N 4°05'20" W, 11.96 feet); thence N 0°29'07" E, along said Easterly right of way line of "Grizzly Way" 61.90 feet; thence N 88°09'54" E, along said Easterly right of way line of "Grizzly Way" 25.02 feet; thence N 0°29'07" E, along said Easterly right of way line of "Grizzly Way" 50.04 feet; thence S 88°09'54" W, along said Easterly right of way line of "Grizzly Way" 25.00 feet; thence N 2°02'22" W 46.09 feet to its intersection with the Southerly boundary of that tract of land described in that deed dated August 31, 1948, recorded in Book 136 of Deeds, Page 263; thence S 88°29'06" E, along said Southerly boundary, 81.92 feet to the point of beginning.

**EXHIBIT B
LEGAL DESCRIPTION
BEACH PARCELS**

**WILDERNESS WEST (LP 1-98) - REVISED LOT 12
JANUARY 5, 2010**

A tract of land located in Section 26, Township 39 North, Range 41 E., W.M., Stevens County, Washington, more particularly described as follows:

Said tract being revised Lot 12 of "Wilderness West (LP - 1- 98)" as recorded on record of survey Auditor's instrument no. 2008-0010175 under Stevens County application and approval COE 015-2008.

**BEACH FRONT (PREVIOUSLY A PORTION OF LOT 12)
JANUARY 5, 2010**

A tract of land located in Section 26, Township 39 North, Range 41 East, W.M., Stevens County, Washington, more particularly described as follows:

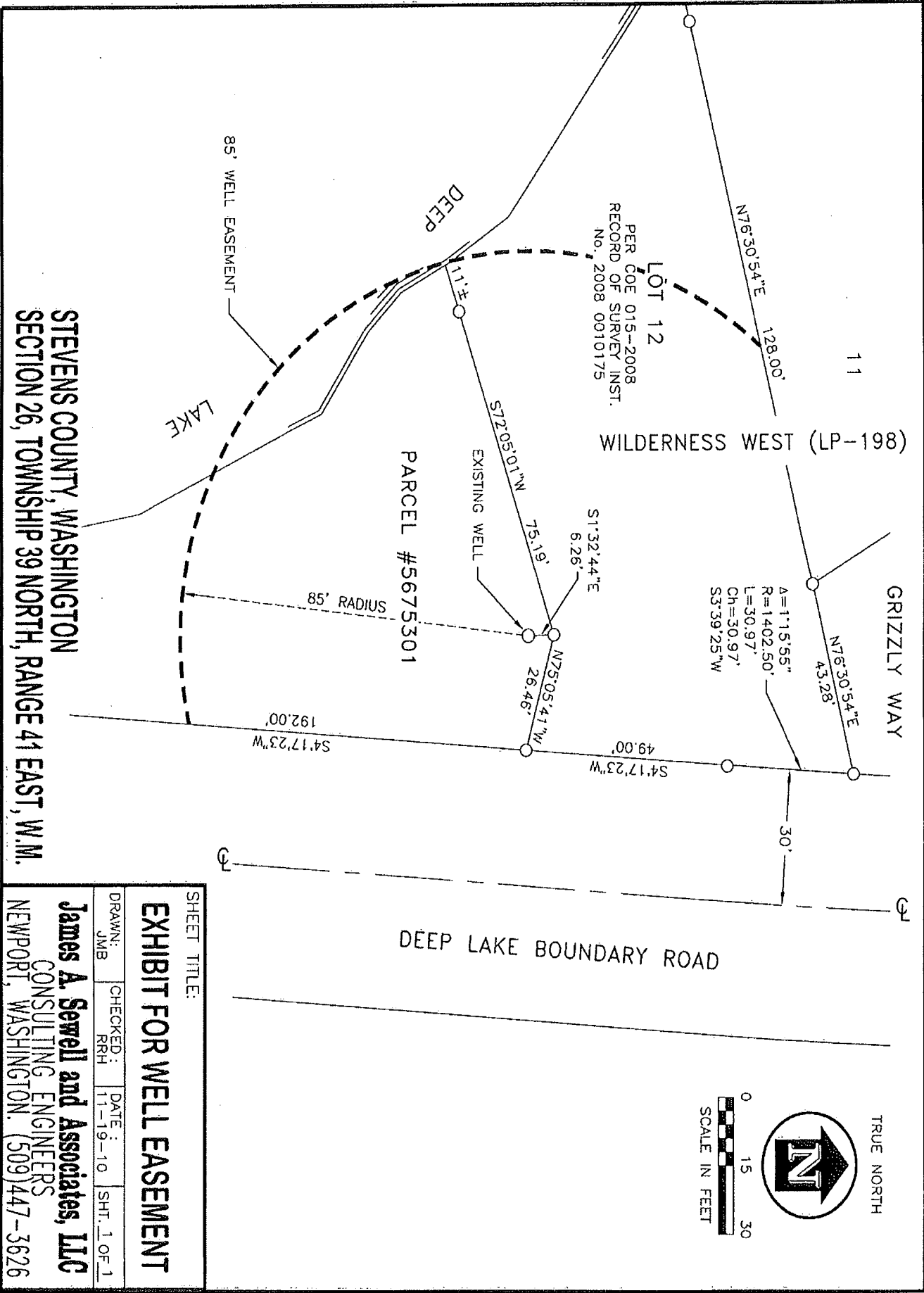
Beginning at a point on the Westerly right of way line of Deep Lake Boundary Road, said point being located Southerly, along the arc of a curve to the right, 30.97 feet ($\Delta = 1^{\circ}15'55''$, radius= 1402.50 feet, chord= S $3^{\circ}39'25''$ W 30.97 feet), and S $4^{\circ}17'23''$ W 49.00 feet, all from the Northeasterly corner of Lot 12 of "Wilderness West" (LP-1-98); thence S $4^{\circ}17'23''$ W, along said Westerly right of way line of Deep Lake Boundary Road, 245.00 feet; thence N $85^{\circ}42'37''$ W, along said Westerly right of way line of Deep Lake Boundary Road, 10.00 feet; thence S $4^{\circ}17'23''$ W, along said Westerly line of Deep Lake Boundary Road, 31.56 feet; thence S $89^{\circ}48'58''$ W 7.48 feet; thence S $89^{\circ}48'58''$ W, 9 feet, more or less, to its intersection with the ordinary high water line of Deep Lake; thence Northerly, along said ordinary high water line, to its intersection with a line extended N $75^{\circ}05'41''$ W 26.46 feet, and S $72^{\circ}05'01''$ W from the point of beginning; thence N $72^{\circ}05'01''$ E 11 feet, more or less, to a point; thence N $72^{\circ}05'01''$ E 75.19 feet; thence S $75^{\circ}05'41''$ E 26.46 feet to the point of beginning. Said tract containing approximately 0.33 acres.

EXHIBIT C
DEPICTION OF WELL LOCATION

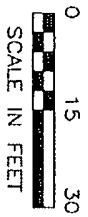
An easement for a well protection zone located in Section 26, Township 39 North, Range 41 East, W.M., Stevens County, Washington. Said easement being a circle with a radius of 85 feet centered on the following described existing well center:

Said existing well center being located Southerly, along the arc of a curve to the right, 30.97 feet (delta= $1^{\circ}15'55''$, radius= 1402.50 feet, chord= S $3^{\circ}39'25''$ W 30.97 feet), and S $4^{\circ}17'23''$ W 49.00 feet, and N $75^{\circ}05'41''$ W 26.46 feet, and S $1^{\circ}32'44''$ E 6.26 feet, all from the Northeasterly corner of Lot 12 of "Wilderness West" (LP-1-98).

Except, any portion of the above described easement lying within the right of way of "Deep Lake Boundary Road" and any portion lying within Lot 11 and "Grizzly Way" of the recorded subdivision of "Wilderness West (LP - 198)".



TRUE NORTH



SHEET TITLE:
EXHIBIT FOR WELL EASEMENT

DRAWN: JMB
 CHECKED: RRH
 DATE: 11-19-10
 SHT. 1 OF 1

James A. Sewell and Associates, LLC
 CONSULTING ENGINEERS
 NEWPORT, WASHINGTON. (509) 447-3626

STEVENS COUNTY, WASHINGTON
 SECTION 26, TOWNSHIP 39 NORTH, RANGE 41 EAST, W.M.