

RECEIVED
State of Washington
Application for a Water Right
DEPT OF ECOLOGY

For Ecology Use
 Fee Paid 10
 Date 12 June 01

Please follow the attached instructions to avoid unnecessary delays.

SW Cont #5184

Section 1. APPLICANT - PERSON, ORGANIZATION, OR WATER SYSTEM

Name SUNRISE COVE WATER DEVELOPMENT * Home Tel: (360) 758 - 7100
 Mailing Address 3342 SUNRISE COVE Work Tel: (360) 758 - 2688
 City LUMMI ISLAND State WA Zip+4 98262 + 8622 FAX: (360) 758 - 7029
 * STEVE LUKE, PRESIDENT

Section 2. CONTACT - PERSON TO CALL ABOUT THE APPLICATION

Same as above

Name JACK SADLER Home Tel: (360) 758 - 2292
 Mailing Address 3316 SUNRISE COVE Work Tel: (360) 758 - 2292
 City LUMMI ISLAND State WA Zip+4 98262 + 8622 FAX: (360) 758 - 7029
 Relationship to applicant SEC/TREAS. SUNRISE COVE WATER DEVELOPMENT

Section 3. STATEMENT OF INTENT PLEASE SEE ATTACHMENT 1.

The applicant requests a permit to use not more than 15 (FIFTEEN) (gallons per minute or cubic feet per second) from a surface water source or ground water source (check only one) for the purpose(s) of DOMESTIC. ATTACH A "LEGAL"

DESCRIPTION OF THE PLACE OF USE. (See instructions.) NOTE: A tax parcel number or a plat number is not sufficient. SEE ATTACHMENT 2, HANSEN'S FISH POINT TRACTS

Estimate a maximum annual quantity to be used in acre-foot per year: 3.03 ACRE FEET
 $250 \text{ gal} \times 11 \text{ MAX USERS} \times 30 \times 12 \times .1337 \div 43560 = 3.03 \text{ ACRE FEET/YEAR}$

Check if the water use is proposed for a short-term project. Indicate the period of time that the water will be needed:
 From ___/___/___ to ___/___/___

Section 4. WATER SOURCE

If SURFACE WATER	If GROUNDWATER
Name the water source and indicate if stream, spring, lake, etc. If unnamed, write "unnamed spring," "unnamed stream," etc.:	A permit is desired for <u>1 (ONE)</u> well(s).
Number of diversions: <u>N/A</u>	<u>PLEASE SEE ATTACHMENT 3, WATER WELL REPORT/LOG</u>
Source flows into (name of body of water): <u>N/A</u>	Size & depth of well(s): <u>6" DIAMETER, 93 FEET DEEP</u>

LOCATION
 Enter the north-south and east-west distances in feet from the point of diversion or withdrawal to the nearest section corner: FROM SE CORNER OF SECTION 15, TWP 37N, R1E, 3100 ± FEET WEST AND 2900 ± NORTH.

1/4 of	1/4 of	Section	Township	Range (E/W)	County	If location of source is platted, complete below:		
						Lot	Block	Subdivision
<u>SE</u>	<u>NW</u>	<u>15</u>	<u>37N</u>	<u>1E</u>	<u>WHATCOM</u>			

For Ecology Use Date Received: 6/12/01 Priority Date: 6/12/01
 SEPA: Exempt/Not Exempt FERC License # _____ Dept. Of Health # _____
 Date Accepted As Complete 6/12/01 By D.G Date Returned _____ By _____ WRIA: _____

Section 5. GENERAL WATER SYSTEM INFORMATION

A. Name of system, if named: SUNRISE COVE WATER DEVELOPMENT ASSOCIATION

B. Briefly describe your proposed water system. (See instructions.)
WATER WILL BE PUMPED FROM THE SUBJECT WELL USING A 1 HP 230 VOLT PUMP, PIPED TO STORAGE TANK(S) VIA A 4 INCH PIPE. DISTRIBUTION TO MAXIMUM 11 USERS WILL BE VIA AN EXISTING PIPING SYSTEM. PRESENTLY 9 USERS WILL BE HOOKED-UP. MAXIMUM OF 11 USERS IS POSSIBLE.

C. Do you already have any water rights or claims associated with this property or system? YES NO
PROVIDE DOCUMENTATION. EXISTING IS A SURFACE WATER RIGHT SEE ATTACHMENT 4. FOR THE AREA TO BE SERVED.

Section 6. DOMESTIC/PUBLIC WATER SUPPLY SYSTEM INFORMATION
(Completed for all domestic/public supply uses.)

A. Number of "connections" requested: 11 (ELEVEN) type of connection HOMES
PRESENTLY 9 CONNECTIONS EXIST. (Homes, Apartment, Recreational, etc.)

B. Are you within the area of an approved water system? YES NO
If yes, explain why you are unable to connect to the system. Note: Regional water systems are identified by your County Health Department.

Complete C. and D. only if the proposed water system will have fifteen or more connections.

N/A C. Do you have a current water system plan approved by the Washington State Department of Health? YES NO
If yes, when was it approved? _____ Please attach the current approved version of your plan.

N/A D. Do you have an approved conservation plan? YES NO
If yes, when was it approved? _____ Please attach the current approved version of your plan.

Section 7. IRRIGATION/AGRICULTURAL/FARM INFORMATION
(Completed for all irrigation and agriculture uses.)

A. Total number of acres to be irrigated: _____

B. List total number of acres for other specified agricultural uses:

Use _____ Acres _____
Use _____ Acres _____
Use _____ Acres _____

C. Total number of acres to be covered by this application: _____

D. Family Farm Act (Initiative Measure Number 59, November 3, 1977)

Add up the acreage in which you have a controlling interest, including only:
‡ Acreage irrigated under water rights acquired after December 8, 1977;
‡ Acreage proposed to be irrigated under this application;
‡ Acreage proposed to be irrigated under other pending application(s).

1. Is the combined acreage greater than 2000 acres? YES NO
2. Do you have a controlling interest in a Family Farm Development Permit? YES NO
If yes, enter permit no.: _____

E. Farm uses:
Stockwater - Total # of animals _____ Animal Type _____ (If dairy cattle, see below)
Dairy - # Milking _____ # Non-milking _____

N/A

Section 8. WATER STORAGE

Will you be using a dam, dike, or other structure to retain or store water?

YES NO

NOTE: If you will be storing 10 acre-feet or more of water and/or if the water depth will be 10 feet or more at the deepest point, and some portion of the storage will be above grade, you must also apply for a reservoir permit. You can get a reservoir permit application from the Department of Ecology.

Section 9. DRIVING DIRECTIONS - TO WELL SITE

Provide detailed driving instructions to the project site. TAKE THE WHATCOM COUNTY FERRY FROM GOOSEBERRY POINT TO LUMMI ISLAND. LEAVE FERRY AND TURN LEFT AT FIRST STOP SIGN. PROCEED APPROXIMATELY 1 MILE ON SOUTH NUGENT RD, TURN 90° TO THE LEFT. YOU ARE NOW ON SUNRISE ROAD. PROCEED ~~NORTHERLY~~ ^{WEST}ERLY APPROXIMATELY 1/2 MILE, DOWN A HILL. BARBED-WIRE GATE LOCATED ON RIGHT JUST PAST BOTTOM OF HILL. GO THRU GATE AND TURN RIGHT AND PROCEED PARALLEL TO SUNRISE ROAD TO WIRE FENCE. FOLLOW FENCE TO LEFT UNTIL YOU SEE WELL SITE TO YOUR RIGHT.

Section 10. REQUIRED MAP

A. Attach a map of the project. (See instructions.) SEE ATTACHMENT 5, MAPS OF PROJECT
PLACE OF USE: SEE SECTION 3
HAUSENIS ECHO POINT TRACTS

Section 11. PROPERTY OWNERSHIP

A. Does the applicant own the land on which the water will be used? YES NO
If no, explain the applicant's interest in the place of use and provide the name(s) and address(es) of the owner(s):

APPLICANT IS ONE/OWNER USER AND PRESIDENT OF SUNRISE COVE WATER DEVELOPMENT ASSOCIATION. APPLICANT IS SIGNING ON BEHALF OF 7 (SEVEN) PROPERTY OWNERS/USERS.

B. Does the applicant own the land on which the water source is located? YES NO
If no, submit a copy of agreement:

SEE ATTACHMENT 6. AGREEMENT FOR WATER WELL USAGE AND BASEMENT.

I certify that the information above is true and accurate to the best of my knowledge. I understand that in order to process my application, I grant staff from the Department of Ecology access to the site for inspection and monitoring purposes. Even though I may have been assisted in the preparation of the above application by the employees of the Department of Ecology, all responsibility for the accuracy of the information rests with me.

STEVE LUKK - PRGS. S.C.W.D.A.

Applicant (or authorized representative)

14 MAY 2001
Date

SAME
Landowner for place of use (if same as applicant, write "same")

14 MAY 2001
Date

Use this page to continue your answers to any questions on the application. Please indicate section number before answer.

We are returning your application for the following reason(s):	
_____ Examination fee was not enclosed	APPLICANT PLEASE RETURN TO CASHIER, PO BOX 5128, LACEY, WA 98509-5128
_____ Section number(s) _____ is/are incomplete	APPLICANT PLEASE RETURN TO THE APPROPRIATE REGIONAL OFFICE
Explanation:	
Please provide the additional information requested above and return your application by _____ _____ (date).	

Ecology staff _____ Date _____

Ecology is an Equal Opportunity and Affirmative Action employer.

To receive this document in alternative format, contact the Water Resources Program at (360) 407-6604 (Voice) or (360) 407-6006 (TDD).

ATTACHMENT 1

**WHATCOM COUNTY
HEALTH & HUMAN SERVICES**

P.O. Box 935
Bellingham, WA 98227-0935



CHARLES R. BENJAMIN
Director

GREG STERN, M.D.
Health Officer

April 22, 1999

Mr. Dan Swenson
Section Head – Water Resources
Northwest Regional Office
Department of Ecology
3190 160th Avenue SE
Bellevue, Washington 98008-5452

Re: Whatcom County
Sunrise Cove Water Association
Request to Expedite Review of Water Right Application

Dear Mr. Swenson:

The Sunrise Cove Water Association is applying for a water right for a new well they drilled as part of an upgrade to the water system. The water association is currently supplied by an unnamed creek located at NE 1/4 of SE 1/4 of section 15, township 37N, and range 01E, with a water right to use 0.13 cfs (Permit No. 8647). The creek is diverted into an approximately 16,500 impound reservoir where the water is dammed and then piped to the residences. There is currently no treatment on the water system. The unprotected and untreated surface water source puts the users at risk to potential water borne illnesses. The water association is prevented from moving off the surface water source until they are able to get a water right for the new well from the Department of Ecology.

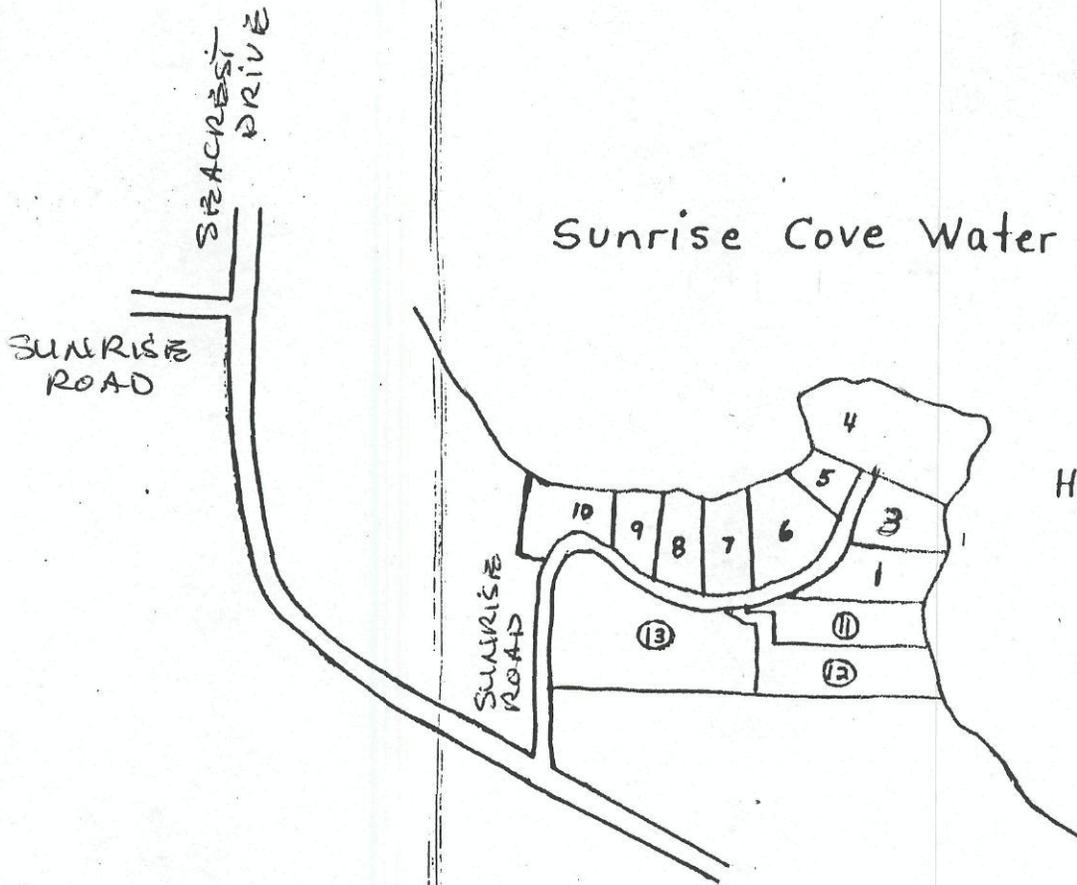
The water association has been in the process of upgrading the water system for several years. They have attempted to drill wells in the past, but the wells did not yield enough usable water to supply the water system. In addition, the water association has tried to transfer the water right from the creek to the newly constructed well, but was not able to do so because the sources are drawn from different aquifers.

As recommended by the Whatcom County Health and Human Services Department, the water association has been proactive in upgrading the water system by finding an alternative water source. The new well is better protected and will provide higher quality water to the water system users than the existing creek.

- ADMINISTRATION
(360) 676-6720
384-1528
- COMMUNICABLE DISEASE
REPORTING LINE
(360) 738-2503
- CHILDREN WITH SPECIAL
HEALTH CARE NEEDS
(360) 738-2522
384-0574
- COMMUNICABLE DISEASE
IMMUNIZATIONS
(360) 738-2508
384-1336
- DEVELOPMENTAL
DISABILITIES
(360) 676-6829
398-1310
- ENVIRONMENTAL HEALTH
(360) 676-6724
384-1565
- GERIATRIC/INFANT
(360) 647-2329
380-4017
- MENTAL HEALTH
(360) 676-6829
398-1310
- STD/AIDS/HIV
(360) 676-4544
384-5848
- SUBSTANCE ABUSE
(360) 676-6829
398-1310
- TRAVEL CLINIC
(360) 676-4593
384-5848
- VITAL RECORDS
(360) 676-6720
384-1528
- WIC CLINIC
(360) 738-2505
384-1513

ATTACHMENT 2

Sunrise Cove Water Association



Hansen's Echo Point Tracts.

WATER SAMPLE INFORMATION FOR INORGANIC CHEMICAL ANALYSES

DO NOT WRITE IN SHADED AREA. PLEASE FILL BOXES NUMBERED 1 THRU 14. SEE BACK FOR INSTRUCTIONS

LABORATORY NUMBER: 05748346

DATE RECEIVED: 1/13/99

1. DATE COLLECTED: 1/12/99

2. SYSTEM NAME:
Steve Luke #2
sunrise Cove
Water Assoc.

3. SYSTEM I.D. #: _____ 4. CIRCLE GROUP
A B

5. COUNTY: Whatcom

6. SOURCE TYPE:
 SURFACE WELL
 SPRING PURCHASE

7. SAMPLE TAKEN:
 BEFORE AFTER
TREATMENT TREATMENT

8. SOURCE NO.: _____ 9. SOURCE NAME: _____

10. COLLECTED BY:
D.E. Livermore
PHONE (____) _____

11. IF TAKEN AFTER TREATMENT, CHECK TREATMENT:
 FLUORIDATION
 CHLORINATION
 FILTRATION
 WATER SOFTENER,
TYPE: _____
 OTHER: _____

12. IF TAKEN FROM DISTRIBUTION, INDICATE ADDRESS: _____

13. PARTY TO PAY FOR TESTING:
Livermore & Son, Inc.
SIGNATURE: [Signature]
NAME: D.E. Livermore
ADDRESS: 1020 EASTON
Bellingham
WA 98225
PHONE (____) _____

14. REMARKS: (water quality problems, address for extra copies, etc.)
Wh. Co. Primary

LABORATORY REPORT (DO NOT WRITE INSIDE THIS BOX)								
TESTS	*MCL	LESS THAN	RESULTS	UNITS	COMPLIANCE		CHEMIST INITIALS	
					YES	NO		
Antimony Sb	0.006		•	mg/l				
Arsenic As	0.05 ^P	<	0.01	mg/l	X		AL	
Barium Ba	2.0 ^P	<	0.02	mg/l	X		AL	
Beryllium Be	0.004		•	mg/l				
Cadmium Cd	0.005 ^P	<	0.005	mg/l	X		AL	
Chromium Cr	0.1 ^P	<	0.005	mg/l	X		AL	
Copper Cu	1.0		•	mg/l				
Iron Fe	0.3		•	mg/l				
Lead Pb	0.05 ^P		0.003	mg/l	X		AL	
Manganese Mn	0.05		•	mg/l				
Mercury Hg	0.002 ^P	<	0.005	mg/l	X		AL	
Nickel Ni	0.1		•	mg/l				
Selenium Se	0.05 ^P	<	0.005	mg/l	X		AL	
Silver Ag	0.1	<	0.002	mg/l	X		AL	
Sodium Na	P		11	mg/l			AL	
Thallium Tl	0.002		•	mg/l				
Zinc Zn	5.0		•	mg/l				
Hardness				mg/l AS CaCO ₃				
Conductivity	700			µmhos/cm 25°C				
Turbidity	1.0 ^P		1.3	NTU		X	ML ✓	
Color	15.0		•	Color Units				
Chloride Cl	250			mg/l				
Cyanide CN	0.2		•	mg/l				
Fluoride F	2.0 ^P	<	0.2	mg/l	X		ML	
Nitrate as N	10.0 ^P	<	0.5	mg/l	X		ML	
Nitrite as N	1.0			mg/l				
Sulfate SO ₄	250			mg/l				
TDS	500			mg/l				

LABORATORY COMMENTS:

CHARGE: _____ LABORATORY SUPERVISOR: [Signature] DATE OF REPORT: 1/20/99

753575

Permit No. 8647

**Certificate of Surface
Water Right**

Recorded in the office of State Supervisor
of Water Resources, Olympia, Washington, *Sunrise*
in Book No. 11 of Water Right
Certificates, on Page 5184, on
the 13th day of April,
1953.

STATE OF WASHINGTON, }
County of WHATCOM } ss.
9 am

I certify that the within was received
and duly recorded by me in Volume 4
of Book of Water Right Certificates, Page
513 on the _____ day of
APR 17 1953, 19____.

WILL B. PRATT, CO. AUDITOR

A. H. Luke *Amos Hamilton*
deputy

STATE PRINTING PLANT, OLYMPIA, WASH.

*Sunrise Cove Water R/W
Summi Island, 50*

STATE OF WASHINGTON, COUNTY OF Whatcom

CERTIFICATE OF SURFACE WATER RIGHT

(In accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the State Supervisor of Water Resources thereunder.)

This is to certify that SUNRISE COVE WATER DEVELOPMENT

of Lummi Island, State of Washington, has made

proof to the satisfaction of the State Supervisor of Water Resources of Washington, of a right to the use

of the waters of an unnamed stream, a tributary of Hale Passage,

with point or points of diversion within the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of

Sec. 15, Twp. 37 N., R. 1 E., W. M., under and subject to provisions contained in

Appropriation Permit No. 8647 issued by the State Supervisor of Water Resources, and

that said right to the use of said waters has been perfected in accordance with the laws of Washington,

and is hereby confirmed by the State Supervisor of Water Resources of Washington and entered of

record in Volume 11, at Page 5184, on the 13th day of April, 1953

that the priority date of the right hereby confirmed is August 6, 1952; that the

amount of water under the right hereby confirmed, for the following purposes is limited to an amount

actually beneficially used and shall not exceed

0.13 of a cubic foot per second for the
purpose of domestic supply for community.

A description of the lands under such right to which the water right is appurtenant, and the place where such water is put to beneficial use, is as follows:

That portion of Government Lots 1 and 2, Sec. 15 and 14, Twp. 37 N., Rge. 1 E.W.M., platted as Hansen's Echo Point Tracts.

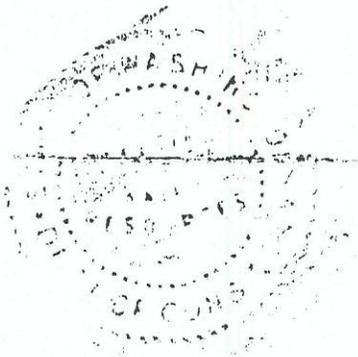


with point or points of diversion within the NE 1/4 SE 1/4 of
Sec. 15, Twp. 37 N., R. 1 E., W. M., under and subject to provisions contained in
Appropriation Permit No. 8647 issued by the State Supervisor of Water Resources, and
that said right to the use of said waters has been perfected in accordance with the laws of Washington,
and is hereby confirmed by the State Supervisor of Water Resources of Washington and entered of
record in Volume 11, at Page 5184, on the 13th day of April, 1953
that the priority date of the right hereby confirmed is August 6, 1952; that the
amount of water under the right hereby confirmed, for the following purposes is limited to an amount
actually beneficially used and shall not exceed

0.13 of a cubic foot per second for the
purpose of domestic supply for community.

A description of the lands under such right to which the water right is appurtenant, and the
place where such water is put to beneficial use, is as follows:

That portion of Government Lots 1 and 2, Sec. 15 and 14, Twp.
37 N., Rge. 1 E.W.M., platted as Hansen's Echo Point Tracts.



The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of
use herein described, except as provided in Sections 6 and 7, Chapter 122, Laws of 1929.

WITNESS the seal and signature of the State Supervisor of Water Resources affixed this
13th day of April, 1953.

Chas J. Burdick
State Supervisor of Water Resources.

Received for record at 9: a M APR 17 1953
at request of Dept. of Cons. & Devel.
Will D. Pratt, Auditor Whatcom Co. Wash



LEGAL DESCRIPTION
OF
EASEMENT FOR WELLS, PUMPHOUSE, WATERLINE, ACCESS & POWER

A 30 foot Access and Utility Easement in the Southeast Quarter of the Northwest Quarter of Section 15, Township 37 North, Range 1 East of W.M. described as follows:

Commencing at the iron pipe marking the East Quarter corner of said Section 15; Thence North 77°52'22" West 2727.60 feet to a point of intersection of the North-South centerline of said Section 15 with the as-built Southerly Right-of-Way of Sunrise Road (20 feet Halfwidth of Right-of-Way); Thence South 89°26'25" West, along said Southerly Right-of-Way line, for a distance of 263.59 feet to the Point of Beginning; Thence along an existing fenceline, for the following courses and distances:

South 00°46'55" East 39.48 feet;
South 04°40'44" West 48.70 feet;
South 09°37'04" West 51.43 feet;
South 20°20'26" West 54.50 feet;
South 23°11'22" West 107.08 feet;
South 24°54'09" West 23.94 feet;

Thence North 60°10'38" West 41.15 feet; Thence South 33°14'47" West, parallel to and 15 feet Southeasterly of a line between two new water wells and it's Southwesterly extension, for a distance of 92.62 feet; Thence, at right angles, North 56°45'13" West 30.00 feet; Thence North 33°14'47" East, parallel to and 15 feet Northwesterly of a line between two new water wells and it's Northeasterly extension, for a distance of 120.88 feet; Thence South 60°10'38" East 36.44 feet to a point 30 feet distant from said existing fenceline; Thence parallel to said existing fenceline, for the following courses and distances:

North 23°11'22" East 96.66 feet;
North 20°20'26" East 50.94 feet;
North 09°37'04" East 47.30 feet;
North 04°40'44" East 45.99 feet;

North 00°46'55" West 38.15 feet to the aforesaid as-built Southerly Right-of-Way of Sunrise Road; Thence North 89°26'25" East, along said Southerly Right-of-Way line, for a distance of 30.00 feet to the True Point of Beginning of herein described easement.

Basis of bearings is that certain Record of Survey filed under Auditor's File No. 1608667; the East-West centerline of Section being South 88°56'27" West.

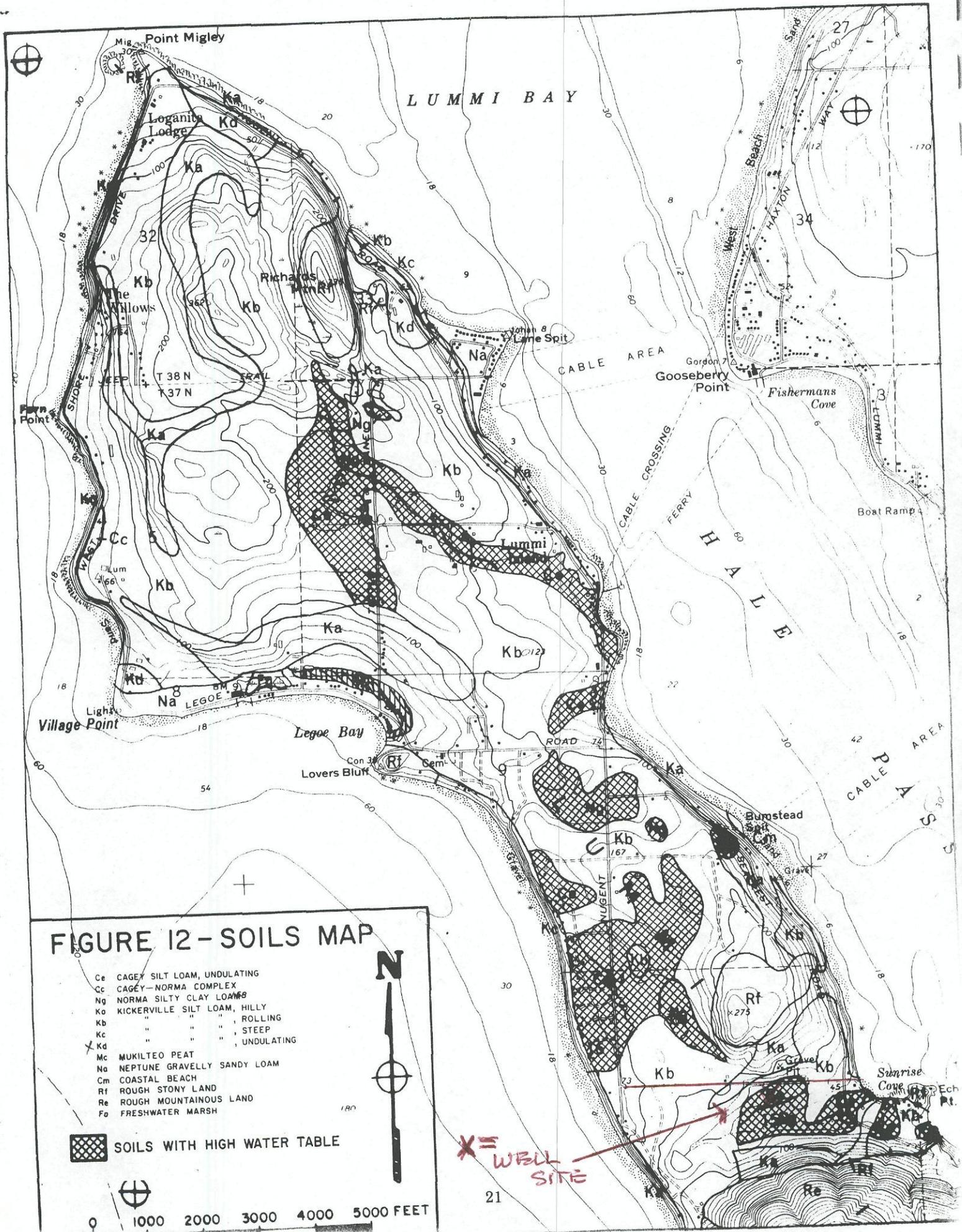
Prepared by Larry W. Steele and Associates, Inc.
1323 Lincoln St., Bellingham, WA 98226
(360) 676-9350

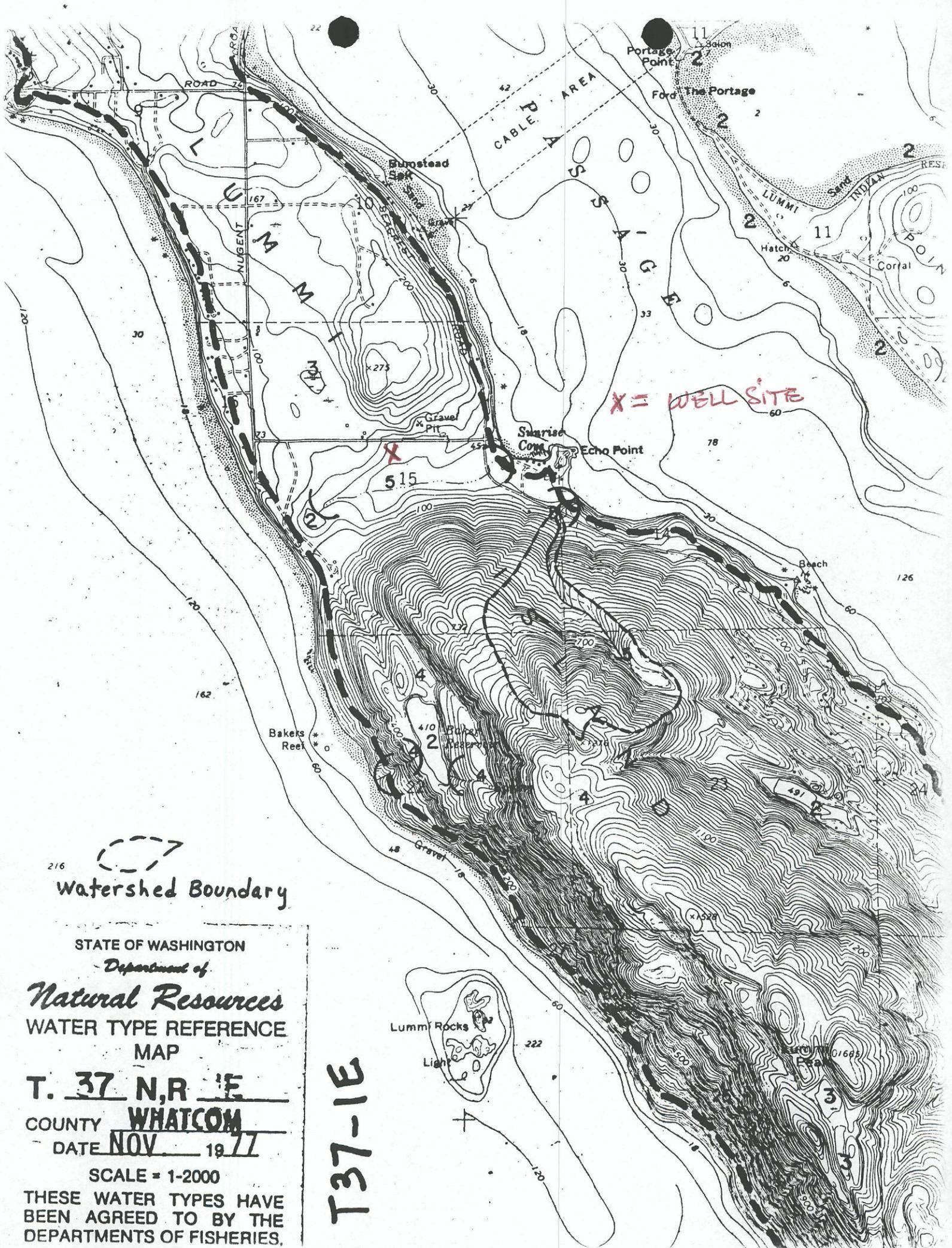
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EXHIBIT C

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WAGR \$19.00
Whatcom County, WA



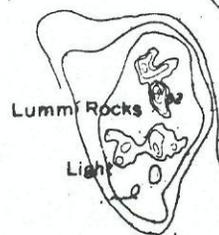


X = WELL SITE

216  Watershed Boundary

STATE OF WASHINGTON
 Department of
Natural Resources
 WATER TYPE REFERENCE
 MAP
 T. 37 N, R. 1E
 COUNTY WHATCOM
 DATE NOV 1977
 SCALE = 1-2000
 THESE WATER TYPES HAVE
 BEEN AGREED TO BY THE
 DEPARTMENTS OF FISHERIES.

T37-1E



ATTACHMENT 6

After recording, return to:

JACK F. SADLER
3316 SUNRISE COVE
LUMMI ISLAND, WA. 98262

AGREEMENT FOR WATER/WELL USAGE AND EASEMENT

THIS AGREEMENT is made and entered into this 24 day of May, 2000.

RECITALS:

1. Parties. This agreement is made by, between and between:

- (a) MARGARET BRANDSRUD, 3555 Sunrise Road, Lummi Island, WA 98262 (hereinafter referred to as "Brandsrud"), who is the owner of the real property legally described in the attached Exhibit "A" which by this reference is incorporated herein (hereinafter referred to as "Brandsrud property"; and
- (b) SUNRISE COVE WATER DEVELOPMENT ASSOCIATION, a Washington nonprofit corporation, of 3342 Sunrise Cove, Lummi Island, Washington 98262. hereinafter referred to as the "Association" or "Sunrise Cove".

2. Background. Sunrise Cove has, on behalf of its members, and pursuant to a verbal agreement, installed two wells on the Brandsrud property, with the intention that one well will be for Brandsrud's exclusive use and the other will be for the exclusive use of Sunrise Cove. The purpose of this agreement is to define the parties' respective rights and responsibilities with respect to the wells, the water, and to grant easements as necessary among the parties, to provide for access, water usage, certain restrictions on land usage surrounding the well areas in the manner set forth below; now, therefore,

AGREEMENT FOR WATER/WELL
USAGE AND EASEMENT - 1

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3/09/2001 2:46 PM
WAGR \$19.00
Whatcom County, WA

Request of: SUNRISE COVE

In consideration of the mutual benefits contained herein, IT IS AGREED as follows:

1. Well Location. There presently exists on the real property described in the Attached Exhibit "A" ("Brandsrud property") two wells. The approximate location of said wells is depicted on the attached Exhibit "B", which by this reference is incorporated herein which is a copy of a survey map prepared by Larry Steele & Associates. The wells are denoted on the attached Exhibit "B" by the mark: W , and are labeled "Well". During the term of this agreement, the Association shall have the right of exclusive use of the Northerly-most well (the well closer to the Sunrise Road), which is hereinafter referred to as the "Association Well". During the term of this agreement, the Southerly-most well (furthest away from Sunrise Road) shall be designated the "Brandsrud Well". During the term of this agreement Brandsrud shall have the right of the exclusive use of the Brandsrud Well.

2. Easement. Brandsrud hereby grants to the "Association" an easement over, across and under a portion of the Brandsrud property which is legally described in Exhibit "A". The easement granted herein is legally described in the attached Exhibit "C" which by this reference is incorporated herein. The purpose of this easement is to provide the Association an easement for ingress, egress and utilities over, across and under the easement area described in Exhibit "C" and depicted on Exhibit "B" from the Sunrise Road to the water source designated on Exhibit "B" as the Association well. The easement granted herein is non-exclusive. Brandsrud reserves the right onto herself, her successors and assigns, the right of ingress and egress over and across the easement area; provided, however, that neither party may construct any permanent structure within the easement area except for the piping the Association has placed, or may place in

the future, within the easement area, providing access from the Association well to the Sunrise Road.

3. Well/Water System Ownership. With respect to the Brandsrud well (Southerly-most well), the well, the submersible pump, pipage, and electric power supply shall be the property of and owned by Brandsrud or her successors and assigns. The well designated as the Association well (Northerly-most well), the submersible pump, pipage and electric power supply lines shall be the property of the Association, its successors and assigns.

4. Benefit. The easement granted and reserved herein is intended to encumber and be appurtenant to the Brandsrud property, as described in the attached Exhibit "A". For purposes of this agreement, the Brandsrud property, as described in Exhibit "A" shall be deemed the burdened estate. This easement shall benefit Sunrise Cove and shall be deemed to be an easement in gross, provided, however, that Sunrise Cove shall have the right to transfer its rights and responsibilities hereunder to its successor or assigns.

5. Restriction. Neither the present nor any future owner of the Brandsrud property (Exhibit "A") shall construct, maintain, or suffer to be constructed or maintained, upon said real property described in Exhibit "A", within one hundred (100) feet of either of the wells described herein, any potential source of contamination, including but not limited to, a sewer line, privvy, sewage or manure lagoon, manure pile, drainfield, or other receptacle for the disposal of sewage, stormwater facility, landfill, underground fuel tank, structure for storage of liquid or dry chemical, application or storage of herbicides or pesticides or ponds or lakes.

6. Water Service. Neither the present nor future owners of the Brandsrud property shall have the right to disrupt or terminate the water supply from the Association well without the

prior written consent of the Association. Likewise, the Association shall have no right to disrupt the flow of water from the Brandsrud well during the terms hereof without the prior written consent of Brandsrud or her successors.

7. Water Use. Water usage by all parties shall be for domestic potable water and shall not be used for irrigation. The parties agree to take such conservation measures as may be appropriate during dry summer months, to assure an adequate domestic potable water supply to all properties described herein. The Association agrees that, as conservation measures, it shall implement such rules as may be required to prohibit its members, during summer months, from: lawn/garden watering, vehicle washing, providing water to any non-association member or household, or such other rules as may be required to conserve water during dry summer months.

8. Consideration/Construction. The parties agree that the Association, at its sole expense, has constructed the Brandsrud well and has installed piping and utilities necessary to connect the Brandsrud well with the structure situate on the real property described in Exhibit "A". The cost of the said well and pipage construction is \$20,000.00. It is agreed that said figure constitutes consideration for the grant of easement and water usage by Brandsrud to the Association and its members.

9. Term. The term of this agreement shall be perpetual.

10. Maintenance/Repairs. During the term hereof, the Association shall have the exclusive obligation to maintain, upkeep and repair the Association well, and related pipage, connections and utilities. The Association or its agents shall have the right to go upon the easement area described herein for purposes of such maintenance, inspection, repair, etc.. During the term hereof, Brandsrud shall have the exclusive responsibility for maintenance and repair of the Brandsrud well,

related pipage and utilities.

11. Indemnity. The Association or its successors agree to indemnify and hold Brandsrud harmless for any claim for property damage or personal injury arising as the result of Association's or its agents' activities on the easement area. This agreement to indemnify includes the obligation to pay any attorney fees incurred with respect to any claim made.

12. Utilities. During the term hereof the Association shall have the obligation to pay the electric utility charges associated with both the wells which are the subject matter of this agreement (Association well and Brandsrud well). This obligation to pay utility charges with respect to the Brandsrud well does not obligate the Association to pay for maintenance or improvements but only include the obligation to pay monthly electric utility charges associated with the operation of the Brandsrud well pump.

In connection with this paragraph, the Association will attempt to install a meter at the Brandsrud pressure tank so as to measure electrical usage pertaining to the Brandsrud well and related pumps/pipage. Additionally, the Association shall request that Puget Power read the said meter and bill the Association directly for electric usage made by the Brandsrud Well and its related fixtures. In the event that neither of the foregoing is possible, the Association shall reimburse Brandsrud for estimated power usage which pertains to the Brandsrud Well and related fixtures. This payment shall be based upon a comparison of current and passed electrical bills. Reimbursement to Brandsrud for said electrical usage shall be made annually or more frequently, at the Association's option.

13. Future Well. It is agreed that the Association well currently produces water at the rate of 15 gallons per minute. In the event water production from the Association well decreases

to below minimum needs (for the Association), then in that event, it is agreed that the Association may drill a new well, at its own expense, within the easement area described in Exhibit "C". Furthermore, in the event of such occurrence, and in the event water cannot be found within the easement area, the Association may place a well at another location on the property describe in Exhibit "A" (Brandsrud property), to be agreed upon in writing between the parties, or their successors or assigned, prior to any such exploration. Brandsrud, or her successors in interest, shall have the absolute right of approval of the location of any such new well, provided, however, that such approval may not be unreasonably withheld.

14. Enforcement. All parties to this agreement, their successors and assigns, shall have the right to enforce the provisions hereof by injunctive means in the Whatcom County Superior Court.

15. Miscellaneous Provisions. This document contains the complete agreement of the parties and may not be modified unless done so in writing, signed by the parties or their successors in interest. This document is binding upon the successors and assigns of the parties hereto. In the event of any litigation arising out of or pertaining to the terms and provisions hereof, the prevailing party in such litigation shall be entitled to court costs and reasonable attorney fees.

IN WITNESS WHEREOF, this agreement has been executed on the day and year first above written.

Margaret Brandsrud

Margaret Brandsrud

THE SUNRISE COVE WATER DEVELOPMENT
ASSOCIATION

By _____
President *STANLEY L. LUKO*

EXHIBIT "A"

BRANDSRUD PROPERTY:

The South 630 feet of the southeast quarter of the Northwest quarter, Section 15, Township 37 North, Range 1 East, W.M., less roads, in Whatcom County, Washington.

PARCEL NO. 370115 197292 000

Exhibit

"A"

EXHIBIT "A"

PAGE 8

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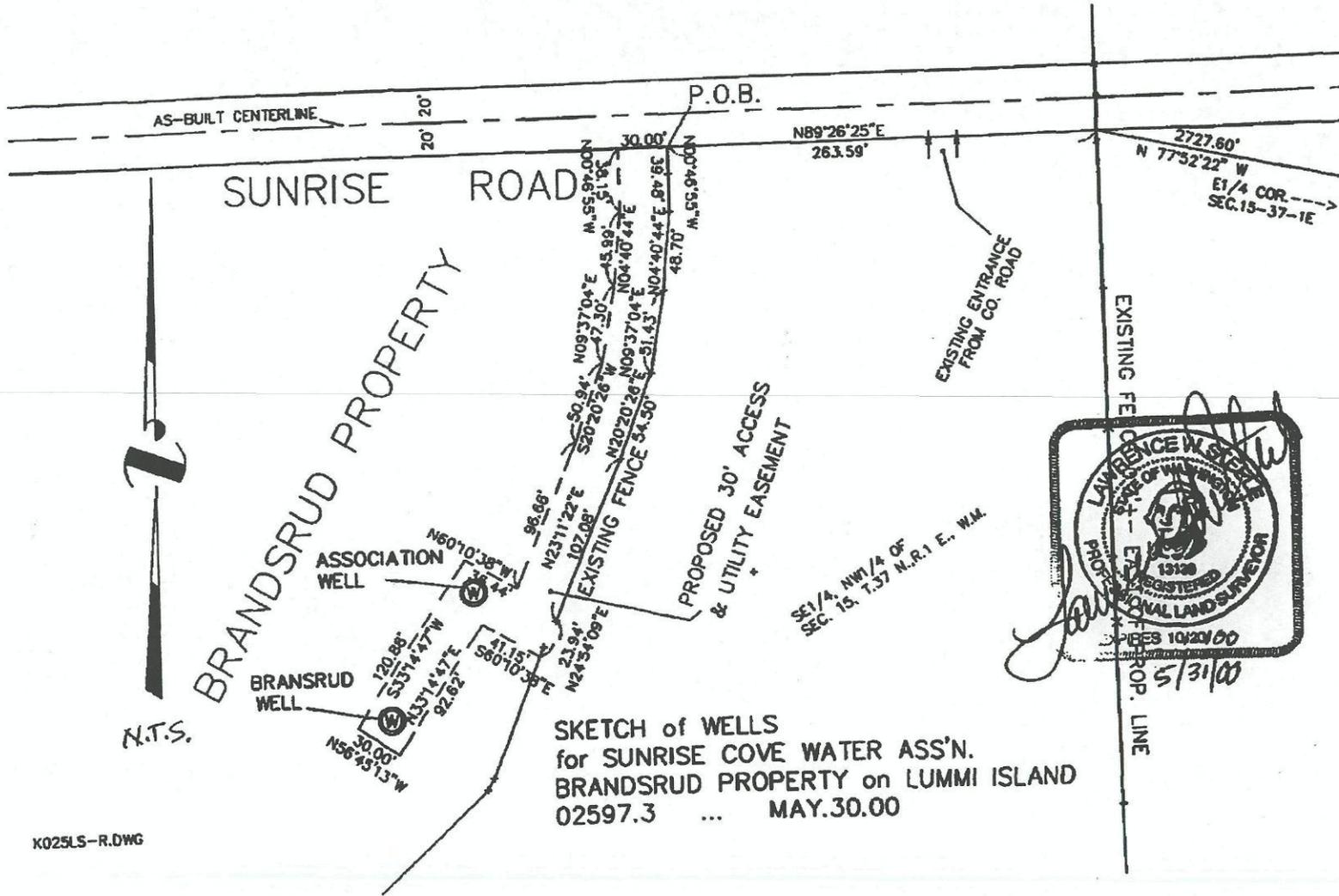
Page: 9 of 12

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WAGR \$19.00

Whatcom County, WA

Request of: SUNRISE COVE



N.T.S.

K025LS-R.DWG

SKETCH of WELLS
 for SUNRISE COVE WATER ASS'N.
 BRANDSRUD PROPERTY on LUMMI ISLAND
 02597.3 ... MAY.30.00



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EXHIBIT B

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 WAGR \$19.00
 Whatcom County, WA



LEGAL DESCRIPTION
OF

EASEMENT FOR WELLS, PUMPHOUSE, WATERLINE, ACCESS & POWER

A 30 foot Access and Utility Easement in the Southeast Quarter of the Northwest Quarter of Section 15, Township 37 North, Range 1 East of W.M. described as follows:

Commencing at the iron pipe marking the East Quarter corner of said Section 15; Thence North $77^{\circ}52'22''$ West 2727.60 feet to a point of intersection of the North-South centerline of said Section 15 with the as-built Southerly Right-of-Way of Sunrise Road (20 feet Halfwidth of Right-of-Way); Thence South $89^{\circ}26'25''$ West, along said Southerly Right-of-Way line, for a distance of 263.59 feet to the Point of Beginning; Thence along an existing fenceline, for the following courses and distances:

South $00^{\circ}46'55''$ East 39.48 feet;
South $04^{\circ}40'44''$ West 48.70 feet;
South $09^{\circ}37'04''$ West 51.43 feet;
South $20^{\circ}20'26''$ West 54.50 feet;
South $23^{\circ}11'22''$ West 107.08 feet;
South $24^{\circ}54'09''$ West 23.94 feet;

Thence North $60^{\circ}10'38''$ West 41.15 feet; Thence South $33^{\circ}14'47''$ West, parallel to and 15 feet Southeasterly of a line between two new water wells and it's Southwesterly extension, for a distance of 92.62 feet; Thence, at right angles, North $56^{\circ}45'13''$ West 30.00 feet; Thence North $33^{\circ}14'47''$ East, parallel to and 15 feet Northwesterly of a line between two new water wells and it's Northeasterly extension, for a distance of 120.88 feet; Thence South $60^{\circ}10'38''$ East 36.44 feet to a point 30 feet distant from said existing fenceline; Thence parallel to said existing fenceline, for the following courses and distances:

North $23^{\circ}11'22''$ East 96.66 feet;
North $20^{\circ}20'26''$ East 50.94 feet;
North $09^{\circ}37'04''$ East 47.30 feet;
North $04^{\circ}40'44''$ East 45.99 feet;

North $00^{\circ}46'55''$ West 38.15 feet to the aforesaid as-built Southerly Right-of-Way of Sunrise Road; Thence North $89^{\circ}26'25''$ East, along said Southerly Right-of-Way line, for a distance of 30.00 feet to the True Point of Beginning of herein described easement.

Basis of bearings is that certain Record of Survey filed under Auditor's File No. 1608667; the East-West centerline of Section being South $88^{\circ}56'27''$ West.

Prepared by Larry W. Steele and Associates, Inc.
1323 Lincoln St., Bellingham, WA 98226
(360) 676-9350

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EXHIBIT C

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Whitcom County, WA

Attachment to Agreement For Water/Well Usage And Easement, Margret Brandstrud and
Sunrise Cove Water Development Association

BOARD OF DIRECTORS RESOLUTION

At a meeting of the Board of Directors of the Sunrise Cove Water Development Association (SCWDA), Sunrise Cove, Lummi Island, Washington, 98262, duly called and held in accordance with law and the by-laws at its office on the nineteenth day of June, 2000, at which a quorum of the Directors was present, the following resolution was adopted, to wit:

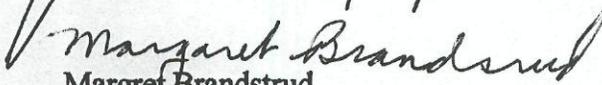
RESOLVED, that to fulfill a long term contract obligation, SCWDA pay the owners of the Brandstrud property where the SCWDA water well and easement are located, an annual amount of \$100.00 per active water share or \$1000.00 annually whichever is greater starting in the year 2010 as on-going consideration for water well usage and easement as indicated in the contract agreement between Brandstrud and SCWDA.

I, Jack F. Sadler, Secretary/Treasurer of the SCWDA do hereby certify that I am Secretary of said SCWDA, above named, that the foregoing is a full, true and correct copy of the resolution of the Board of Directors of said corporation, duly and regularly passed and adopted at a meeting of the Board of Directors of said corporation on the nineteenth day of June, 2000, at which meeting a majority of the Board of Directors of said SCWDA was present and voted in favor of said resolution; and that said resolution is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary/Treasurer of said SCWDA this nineteenth day of June, 2000.


Jack F. Sadler, Secretary/ Treasurer
6/19/00


Steven L. Luke, President
6/19/00


Margret Brandstrud
3555 Sunrise Road, Lummi Island, Wa., 98262

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