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2/04/1999 11:53 AM
WAGR \$10.00
Whatcom County, WA

Request of: DONAHUE DEV LLC

RETURN DOCUMENT TO:

Steve Paysse
2101 HARRIS Avenue
Bellingham, WA
98225

DOCUMENT TITLE(S):

WELL AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional reference numbers found on page _____ of document.

GRANTOR(S):

STEPHEN W. Paysse

Additional grantors found on page _____ of document.

GRANTEE(S):

STEPHEN W. Paysse

Additional grantees found on page _____ of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range).

PTN SW 1/4 29-39N-4E

Additional legal can be found on page _____ of document.

ASSESSOR'S PARCEL NUMBER:

390429106129

TWO-PARTY SHARED PRIVATE WELL COVENANT

Donahue Development are the owners of parcel "A", Whatcom County parcel # 390429106129, (Sundown View III) and owners and operators of two wells and waterworks, supplying water for shared private use.

The wells are located approximately as follows:

Well 5 is located approximately 125 feet east of the westerly property line and 50' south of the northerly property line.

In the event that dwellings are built on Lot 3 and Lot 4, the owners will be allowed access to the present well under the following conditions:

1. The owners of Lot 3 and Lot 4 will have a share in the use and benefits of said well, for the supplying of water for domestic use to a single-family residence.
2. The owner of Lot 4, Sundown View III will have a 20 foot easement to use, replace and repair the waterline leading respectively from the well to their property.
3. The parties will jointly share equally in the expense of maintaining the said well, storage tank, related equipment and portion of the pipeline, which lies within proposed lot 3.
4. The parties will keep a 100 foot protective radius around said well. Within this 100 foot radius there shall be no potential contamination sources which include, but are not limited to a sewer line, privy, sewage or manure lagoon, manure pile, drainfield, or any other receptacle for the disposal of sewage, storm water facility, landfill, underground fuel tank, structure for the storage of liquid or dry chemicals, application or storage of herbicides or pesticides or ponds or lakes.
5. The rights and responsibilities granted here shall be permanent so long as said well is productive or can be made productive with reasonable expense and either owner of Lot 3 or Lot 4 desires to use said well.
6. If a water shortage should occur, the available water will be shared equally.
7. The rights, privileges and burdens of this agreement extend to the heirs or personal representatives of Lot 3 and Lot 4.

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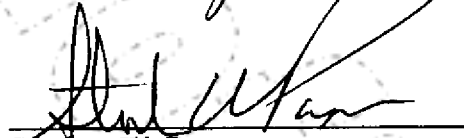
WAGR \$10.00

Whatcom County, WA

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The above described covenants issued and declared by foresaid property owners this

20 Day of August 1998.

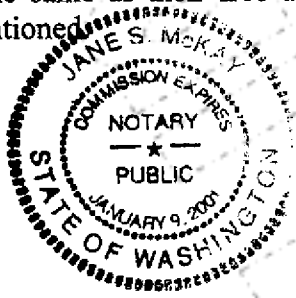


Stephen W. Paysse
Donahue Development LLC

State of Washington
County of Whatcom

I, the undersigned, a Notary Public in and for the above named County and State do hereby certify that on this 20 day of August 1998, personally appeared before me STEPHEN W. PAY SSE to me known to be the individual described in and who executed the within and forgoing instrument, and ~~they~~ he acknowledged that ~~they~~ he signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

on behalf of Donahue Development LLC



Jane S McKay
NOTARY PUBLIC in and for the state of
Washington, residing in Bellingham