

**Filed for Record at Request of**

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**COMMUNITY WELL AGREEMENT**  
**(and Restrictive Covenants)**

Reference Nos. of Documents Released or Assigned: N/A

Grantor(s): (Last, First, Middle Initial)

- 1.
- 2.

Grantee(s): (Last, First, Middle Initial)

- 1.
- 2.

Legal Description: (Abbreviated: i.e. lot, block, plat or section, township, range, quarter/quarter)  
W 1/2 N 1/2 W 1/2 NE 1/4 SW 1/4, and E 1/2 N 1/2 W 1/2 NE 1/4 SW 1/4, and E 1/2 S 1/2 W 1/2  
NE 1/4 SW 1/4, and W 1/2 S 1/2 E 1/2 NE 1/4 SW 1/4, Sec. X, TxxN, RxW, W.M.

Additional legal(s) on page 1 and 3.

Assessor's Tax Parcel ID # 043008-310xxx, 043008-310xxx, 043008-310100-1xxx, 043008-310100-2xxx, and 043008-310xxx.

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RECITALS:

A. \_\_\_\_\_ and \_\_\_\_\_, husband and wife, are owners of the following described real property situated in Whatcom County, Washington:

LOT xx, IN BLOCK x AND AN UNDIVIDED 1/132 OF LOT A IN BLOCK 2, "PLAT OF xxxxxx LAKE", WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF RECORDED IN VOLUME x OF PLATS, PAGE xx AND xx, RECORDS OF SAID COUNTY AND STATE.

B. \_\_\_\_\_, a single man, is the owner of the following described real property situated in Whatcom County, Washington:

LOT xx, IN BLOCK x AND AN UNDIVIDED 1/132 OF LOT A IN BLOCK 2, "PLAT OF xxxxxx LAKE", WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF RECORDED IN VOLUME x OF PLATS, PAGE xx AND xx, RECORDS OF SAID COUNTY AND STATE.

C. The parties plan to drill a water well between the two lots described above, approximately on the boundary line between the two lots and approximately 85 feet from the shoreline, but actually located on Lot xx described above. The purpose and use of the well is for residential purposes only, including normal irrigation for residential purposes.

D. The parties desire to document their agreement with respect to use of the water

from said well and the respective obligations regarding maintenance of the well, the well pump, the pipeline, the construction and maintenance of future work, if any, as well as the costs of operating the same.

AGREEMENT:

Based upon the foregoing recitals and in consideration of the mutual covenants set forth herein, and the benefits to be derived by the parties hereto, it is hereby AGREED as follows:

(1) The owners of lot xx, their heirs, successors and assigns, are hereby granted the right to use fifty percent (50%) of the total volume of the water produced by the well to be located on lot 49 for the use and benefit of lot 48, subject to the terms and conditions of this agreement. This right shall be transferable by the parties to their heirs, successors and assigns.

(2) The owners of lot xx hereby reserve the right to use of the remaining fifty percent (50%) of the total volume of water produced by said well located on lot xx for the use and benefit of lot xx subject to the terms and conditions of this agreement. This right shall be transferable by the parties to their heirs, successors and assigns.

(3) The owners of lot xx are further granted an easement to the well site on lot xx for the purpose of repair, maintenance and improvement of the same in conjunction with the water right granted to them herein. The access easement shall be no wider than necessary for said purpose, and in no event shall be wider than twelve (12) feet.

(4) The parties agree to share equally the cost of drilling the well, installing pipe, pump, and equipment necessary to operate the well, and a small well shed.

(5) The parties agree to share equally the cost of maintenance of the well, unless the parties reach a separate agreement allotting the cost of maintenance based on unequal use.

(6) The parties agree to share the cost of electricity in proportion to their respective use.

(7) Now, therefore, in consideration of the mutual benefits received by the parties, the parties do hereby agree and covenant with each other, their heirs, successors, and assigns, that the parties will not construct, maintain, or suffer to be constructed or maintained upon the said land of the parties within 100 feet of the well any potential source of contamination, including but not limited to manure pile, sewage or manure lagoon, ponds or lakes (other than xxxxx Lake), storm water facility, landfill, underground fuel tank, structure for the storage of liquid or dry chemicals, application or storage of herbicides or pesticides and roads serving more than one residence or

commercial building.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF CLALLAM     )

On this \_\_\_ day of \_\_\_\_\_, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
Commission expires: \_\_\_\_\_

\_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF WHATCOM     )

On this \_\_\_ day of \_\_\_\_\_, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
Commission expires: \_\_\_\_\_