

AFTER RECORDING MAIL TO:
Eric and Nora Jensen
P.O. Box 738
Sedro Woolley, WA. 98284



200510060094
Skagit County Auditor

10/6/2005 Page 1 of 3 2:59PM

DOCUMENT TITLE: Well Protection Covenant
RELATED DOCUMENTS: N/A
GRANTOR(S): Mark Mendenhall
GRANTEE(S): Eric Jensen and Nora Jensen
ABBREVIATED LEGAL DESCRIPTION: Ptn W1/2 NE1/4, 11-35-4 aka Lot 2 SP NO. 97-0034
ASSESSOR PARCEL NUMBERS: 350411-1-006-0300, P122199

WELL PROTECTION COVENANT

THIS COVENANT is dated as of the 29th day of September, 2005, and is made by Mark Mendenhall in favor of Eric and Nora Jensen.

BACKGROUND

Eric Jensen and Nora Jensen, husband and wife (the "Jensens"), are the owners of the property identified in Exhibit A attached hereto (the "Jensen Property"). Mark Mendenhall ("Mendenhall") is the owner of the property identified in Exhibit B attached hereto (the "Mendenhall Property"). A well is located on the Jensen Property (the "Well"). Water from the Well serves the Jensen Property. The location of the Well is described in Exhibit C attached hereto. Part of the Mendenhall Property is located within one hundred feet of the Well. The Jensens desire a well protection covenant from Mendenhall to prevent potential contamination of the Well.

NOW THEREFORE, for good consideration, Mendenhall agrees as follows:

1. Mendenhall agrees and covenants for the benefit of the Jensens, and their respective heirs, successors and assigns, that he, his heirs, and their successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon any portion of the Mendenhall property which lies within one hundred (100) feet of the Well, so long as the same is operated to furnish water for public or private consumption, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit houses, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

2. This Agreement shall be binding upon Mendenhall, his heirs, successors and assigns, for the benefit of the Jensens, and their respective heirs, successors, and assigns, including all those who become possessed of a right, title or interest in either property. All rights, benefits, obligations and covenants contained herein shall run with the land, and shall not be personal to the individual parties, other than in their capacity as owners of the benefited or burdened Parcel.

3. This Agreement shall be governed by the laws of the State of Washington. By accepting title to or an ownership interest in either property, such property owner agrees that jurisdiction for any matters affecting this Agreement shall be in Washington, with venue in Skagit County.

29th IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this day of September, 2005.

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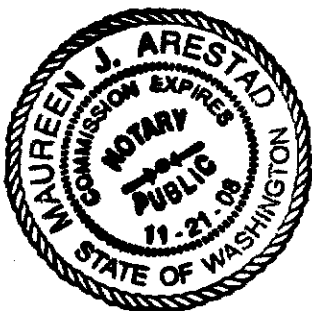
Mark Mendenhall

STATE OF WASHINGTON)
(ss.
County of Whatcom)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Amount Paid \$ 100
OCT 03 2005
By fg Skagit Co. Treasurer Deputy
Amount Paid \$ 0
OCT 03 2005
By fg Skagit Co. Treasurer Deputy
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

On this day, personally appeared before me Mark Mendenhall, 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 29th day of SEPTEMBER, 2005.



Maureen J. Arestad
Notary Public in and for said state, residing
at: FERNOALE WA

My commission expires: 11-21-08



Skagit County Auditor

10/6/2005 Page

2 of

3

2:59PM

EXHIBIT A: Jensen Property

Lot 1, Short Plat No. 97-0034, approved October 19, 2004, recorded October 26, 2004, under Auditor's File No. 200410260142, records of Skagit County, Washington, and being a portion of the West ½ of the Northeast ¼ of Section 11, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

EXHIBIT B: Mendenhall Property

Lot 2, including Tract "C", of Short Plat No. 97-0034, approved October 19, 2004, recorded October 26, 2004, under Auditor's File No. 200410260142, records of Skagit County, Washington, and being a portion of the West ½ of the Northeast ¼ of Section 11, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

EXHIBIT C: Well Location

Commencing on the northeast corner of the following property:

Lot 2, Short Plat No. 97-0034, approved October 19, 2004, recorded October 26, 2004, under Auditor's File No. 200410260142, records of Skagit County, Washington, and being a portion of the West ½ of the Northeast ¼ of Section 11, Township 35 North, Range 4 East, W.M.

Thence N 89°54'09" W along the north line of said Lot 2, a distance of 104.8 feet; thence N 00° 05'51" E, a distance of 39.9 feet to the existing well bearing I.D.#ALT968.

Situate in County of Skagit, State of Washington.



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10/6/2005 Page 3 of 3 2:59PM