

Return Address:

DECLARATION OF COVENANT FOR PUBLIC WATER SUPPLIES

Know all men by those present that I (we) the undersigned owner(s) in fee simple of the land described herein, hereby declare this covenant and place same on record.

The grantor(s) herein _____
is (are) the owner(s) of (an interest in) the following described real estate, to wit:

Assessor's Account Number _____
Additional Legal Description Can Be Found On Page ____ of Document

on which the grantor(s) owns and operates a well and waterworks supplying water for public use located on said real estate, to wit:

Assessor's Account Number _____
Additional Legal Description Can Be Found On Page ____ of Document

and grantor(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor(s) land which might contaminate said water supply.

Exhibit A NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantor(s), his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 () feet of the well herein described, so long as the same is operated to furnish water for public consumption, ANY POTENTIAL SOURCE OF CONTAMINATION INCLUDING BUT NOT LIMITED TO: dwellings, outbuildings, cesspools, sewers, privies, septic tanks, drainfields, manure piles, fenced pasture, garbage of any kind or description, any enclosure or structures for the keeping or storage of nonbiodegradable fertilizers, liquid or dry chemicals, herbicides or insecticides as well as any enclosures or structures for the keeping or maintenance of fowl or animals such as barns, chicken houses, rabbit hutches, pigpens, livestock sheds, and further agree(s) not to use, apply, dispose or suffer to be used, applied or disposed, non-biodegradable fertilizers, any liquid or dry chemicals, herbicides or insecticides within the above described protective radius.

Exhibit B NOW, THEREFORE, the grantor(s) agrees(s) and covenants(s) that grantor(s) public water system will not exceed a withdrawal of 5,000 gallons per day nor will irrigation of more than one-half acres of non-commercial lawn or garden occur from said system.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS _____ hand _____ this _____ day of _____, 20 ____.

Grantor(s)

State of Washington County of _____

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this _____ day of _____, 200 ____, personally appeared before me _____ to me known to be the individual _____ described in and who executed the within instrument, and acknowledge that (s)he(they) signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposed therein mentioned.

Place Seal Here

GIVEN under my hand and official seal the day and year last above written.
NOTARY PUBLIC in and for the State of Washington residing at _____