

Return Address:

RESTRICTIVE COVENANT FOR PUBLIC WATER SUPPLIES

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

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

The grantee(s) herein, _____ own(s)
and operate(s) a well and waterworks supplying water for public use, located upon the
following described real estate to wit:

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

which well and waterworks is in close proximity to the land of the grantor(s) and said
grantee(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, nonbiodegradable
fertilizers, any liquid or dry chemicals, herbicides or insecticides within the
above described protective radius.

Exhibit B NOW, THEREFORE, the grantor(s) agree(s) and covenant(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, with the exception of Exhibit B, which shall be binding until such time as the permit specified in WAC 173-160-040 and WAC 246-290-130 has been granted.

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 _____, 20 ____, 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
