

Return Address:

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

RESTRICTIVE COVENANT FOR PRIVATE WATER SUPPLY – DUG WELL

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

The grantee(s) herein, \_\_\_\_\_ own(s)  
and operate(s) a drilled well and waterworks supplying water for private use located on said real estate, to wit:

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

Assessor's Account Number \_\_\_\_\_  
Additional Legal Description Can Be Found on Page \_\_\_\_\_ of Document

which drilled 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.

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 dug well herein described, so long as the same is operated to furnish water for private consumption, ANY POTENTIAL SOURCE OF CONTAMINATION INCLUDING BUT NOT LIMITED TO: cesspools, sewers, privies, manure piles, active pasture, garbage of any kind or description, any enclosure 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, fertilizers, any liquid or dry chemicals, herbicides or insecticides within the above described protective radius.

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

\_\_\_\_\_