

**DECLARATION OF COVENANT
LIMITATION ON THE USE OF PERMIT - EXEMPT WELL**

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

King County
Department of Local Services,
Permitting Division
35030 SE Douglas Street, Suite 210
Snoqualmie, WA 98065

Parties	
GRANTOR, (Last Name, First Name, Initial(s))	
GRANTEE King County, Washington	
Property	
ASSESSOR PROPERTY TAX/PARCEL NUMBER	PERMIT RECORD NUMBER
PROPERTY LEGAL DESCRIPTION	

RECITALS

- A. Grantor is the owner of the property located in King County described above.
- B. Grantor seeks to construct a structure on Grantor's Property that will require connection to a permit exempt well installed after January 18, 2018, and has sought building permits from King County.
- C. The purpose of this Covenant is to limit runoff, protect water quality and limit the water withdrawals from the permit-exempt well in accordance with state law and provide for connection to a Group A water system when, or if, water becomes available.
- D. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agree as follows:

AGREEMENTS

- 1. Grant of Covenant to Limit Water Withdrawals. Grantor hereby agrees and covenants to limit water withdrawals as specified herein:

Domestic water use at this property is subject to a water use limitation of a maximum average withdrawal of nine hundred and fifty gallons per day, subject to the five thousand gallon per day limit in RCW 90.44.040; and

If a Drought Emergency Order is issued pursuant to RCW 43.83B.050, domestic water use at this property may curtailed to no more than three hundred and fifty gallons per day per connection, for indoor use only. Notwithstanding the drought restriction to indoor use, a fire control buffer may be maintained.

- 2. Grant of Covenant to Limit Runoff and Protect Water Quality. Grantor hereby agrees and covenants to manage storm water on-site to the maximum extent practicable by maximizing full dispersion or infiltration, including using low-impact development techniques, as specified in the storm water plans approved for this permit.

- 3. Grant of Covenant for Future Connection to an Approved Public Water System If the property served by this private well is, or will be, located in an approved water service area that has been assigned to a Group A water system through a coordinated water system plan approved by King County or is, or will be, located within the approved service area in the individual water system plan of a Group A water system that has been reviewed by the county and approved by the state, Grantor agrees and covenants that when water from such systems becomes available, the property will be connected to the water system subject to the general terms of the attached Interim Certification of Future Water Connection.

- 4. Grant of Covenant for Future Connection to an Approved Public Water System If the property served by this private well is, or will be, located in an approved water service area that has been assigned to a Group A water system through a coordinated water system plan approved by King County or is, or will be, located within the approved service area in the individual water system plan of a Group A water

system that has been reviewed by the county and approved by the state, Grantor agrees and covenants that when water from such systems becomes available, the property will be connected to the water system and grantor will pay all costs of said connection. Grantor and/or his/her grantees also agree to participate in and not protest the formation of a Utility Local Improvement District, a Local Improvement District or utility purveyor project designed to provide water services to the property.

5. Covenant to Run with the Land. The agreements and restrictions in this Covenant shall run with the land, and shall burden Grantor's Property subject to the terms and conditions herein.

6. Duration. This Covenant shall remain in effect until authorized pursuant to rules adopted by the Washington State Department of Ecology implementing a watershed restoration and enhancement plan for the water resource inventory area this property is located within and/or until such time as the cost of the connection to a Group A system has been paid to the water purveyor.

7. Amendment and Termination. This Covenant may not be amended or terminated without the prior written approval of all parties hereto, or their respective successors and assigns.

GRANTOR ACKNOWLEDGMENT

IN WITNESS WHEREOF, this Covenant to Limit Use of a Permit-exempt Well and Certify Future Connection to a Group A water system ("Covenant") is entered into as of the ____ day of _____, 20__

GRANTOR NAME	
GRANTOR SIGNATURE	DATE
<p>SUBSCRIBED and SWORN to before me this ____ day of _____ 20__</p> <p>_____</p> <p>NOTARY PUBLIC in and for the State of Washington, residing at:</p> <p>My Commission Expires at:</p>	<p>Notary Seal or Stamp</p>