

**DECLARATION OF COVENANT
LIMITATION ON THE USE OF PERMIT - EXEMPT WELL
&
CONDITION OF FUTURE CONNECTION TO WATER SYSTEM**

RECORDED AT THE REQUEST OF AND AFTER
RECORDING RETURN TO:

King County
Department of Local Services,
Permitting Division
919 SW Grady Way, Suite 300
Renton, WA 98057

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 connect 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 public water service 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 950 gallons per day, subject to the 5,000 gallons per day limit in RCW 90.44.050; and

If a Drought Emergency Order is issued pursuant to RCW 43.83B.405, domestic water use at this property may curtailed to no more than 350 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.

3. Grant of Covenant for Future Connection to an Approved Public Water System

a. If the property served by this private well is in the designated **rural** area and, located in an approved water service area assigned to a Group A water system through a King County approved coordinated water system plan or located within the approved service area in the individual water system plan of a Group A water system that King County has reviewed and the state has approved, Grantor agrees and covenants that when water service from such systems becomes available the property will be connected to the water system.

b. If the property served by this private well is in the designated **urban** area and located in an approved water service area assigned to a Group A water system through a King County approved coordinated water system plan or located within the approved service area in the individual water system plan of a Group A water system that King County has reviewed and the state has approved, Grantor agrees and covenants that when water from such systems becomes available, the property will be connected to the water system and subject to the attached Certification of Future Water Connection.

c. If the property served by this private well is in the designated **urban** area and currently not located within an approved water service area assigned to a Group A water system through a King County approved coordinated water system plan and currently not located within an approved service area in an individual water system plan of a Group A water system that King County has reviewed and the state has approved, Grantor agrees and covenants that the private well is an interim facility and if a Group A water system's services area includes the property, the property may be required to connect to the water system subject to the attached Certification of Future Water Connection.

4. 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.

5. Duration. This Covenant shall remain in effect unless or until (1) authorized otherwise by 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; or (2) such time as the cost of the connection to a Group A system has been paid to the water purveyor.

6. 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 Condition of a Future Connection to a Group A water system is entered into as of the ____ day of _____, 20____

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