

9402585

FAYE VANSICKLE
917 MINGLE MOUNTAIN ROAD
KETTLE FALLS WA 99141

RECORDED AT REQUEST

OF RECEIVED

MAR 8 1 08 PM '94

TIM GRAY
AUDITOR
STEVENS COUNTY

DEPUTY ~~M.~~ WIDDOWSON
CS \$2.00 \$6.00

DECLARATION OF COVENANT

Know all men by these presents that I the undersigned, owner in fee simple of the land described herein, hereby declare this covenant and place same on record.

I the grantor herein, am the owner in fee simple of the following described real estate situated in Stevens County, State of Washington, to wit:

W 1/2 - NE 1/4 SE 1/4 - NW 1/4 NW 1/4 - SE 1/4
Section - 32 Township - 36 Range - 38

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

W 1/2 - NE 1/4 SE 1/4 - NW 1/4 NW 1/4 - SE 1/4
Section - 32 Township - 36 Range - 38

and grantor is 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 water supply.

Exhibit A NOW, THEREFORE, the grantor agree and covenant that said grantor, her heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor and within 100 (One Hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides. Exhibit B NOW, THEREFORE, the grantor agree and covenant that grantor 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 to 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 her hand On this 8th day of March 1994.

Jaye M. Van Sickle (Seal)
Grantor

State of Washington
County of Stevens

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 8th day of March, 1994, personally appeared before me JAYE M. VAN SICKLE to me known to be the individual described in and who executed the within instrument, and acknowledge that she signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Jaye M. Van Sickle
Notary Public, in and for the State of
Washington, residing at: Bellevue
My Commission Expires: 8/1/97