

# **YAKIMA HEALTH DISTRICT**

## **WATER PROGRAM**

### **2-PARTY (SHARED) WELL/WELL APPROVAL GUIDANCE**

In order for the Yakima Health District to approve a well as a 2-Party well (also known as a shared well) or review an individual well for Yakima County Planning requirements, the following items need to be done and/or submitted:

- 1)  Application made
- 2)  Well zone sketch submitted
- 3)  Site visit by YHD completed
- 4)  Coliform test (aka bacteriological analysis or bacT test)
- 5)  Nitrate test
- 6)  Well log
- 7)  Water users' agreement
- 8)  Covenants filed
- 9)  Easements

#### **1) Application Made**

A completed application and appropriate payment must be received by the Yakima Health District. The application must be filled out completely, including the tax parcel numbers for the well site and the lots that are to be served by the well. Contact the Yakima Health District for current fees.

#### **2) Well Zone Sketch Submitted**

A sketch of the proposed well site (for wells that have not been drilled yet) or the existing well site (for existing wells) must be submitted with the application. Anything located within 100 feet of the well must be indicated on the sketch. Examples include houses, sheds, garages, septic systems, water lines (domestic and irrigation), animal pens, roads, driveways, or anything else that could potentially contaminate the well.

#### **3) Site Visit by YHD Completed**

The Yakima Health District will make a site visit to confirm that the well zone sketch is complete and correct as well as inspect the well and its location. Any wellhead problems identified during the site inspection will need to be corrected before approval can be granted by the Yakima Health District.

#### **4) Coliform Test**

A satisfactory coliform test is required as a part of the approval process. (This test is also known as a bacteriological analysis or a bacT test.) It is the responsibility of the applicant to have the test performed and ensure the results are submitted to the Yakima Health District. Should you get an unsatisfactory result, contact the Yakima Health District for information on possible causes and what to do about them.

5) Nitrate test

A satisfactory nitrate test is required as a part of the approval process. The nitrate test is used as an indicator of the well water's susceptibility to surrounding influences (contamination). It is the responsibility of the applicant to have the test performed and ensure the results are submitted to the Yakima Health District.

6) Well Log

A copy of the well log is required. The Washington State Department of Ecology maintains a website where well logs are available:

<https://appswr.ecology.wa.gov/wellconstruction/map/WCLSWebMap/default.aspx>

If no well log is available, well logs from nearby wells can be evaluated instead. A pump test is required if no well log is available, and the well depth and static level must be reported by an independent third party such as a pump company, the driller, etc.

7) Water Users' Agreement

A water users' agreement must be developed. This agreement should cover maintenance and repair responsibilities, sampling, etc. and should include who will be responsible for paying which costs. You may add other items to the water users' agreement such as, but not limited to, the covenant's purpose, the easement's purpose, etc. if applicable. Once developed and the terms agreed to, the agreement must be recorded on the title of the properties that will supply and/or use the water. This can be done at the County Auditor's office.

If the well will be serving a residence and an accessory dwelling unit on the same parcel, no water users' agreement is required.

8) Covenants Filed

A Declaration of Covenant and, if needed, a restrictive covenant must be filed on the titles of property(ies) within 100 feet of the well. These covenants prevent the land owners from doing anything within 100 feet of the well that could potentially influence or contaminate the well. Examples include building garages or shops, installing septic systems, or constructing animal pens, etc. Covenants are a legal instrument allowing users of the shared well to protect their water supply from possible contamination. Covenant(s) must be notarized by a notary public and then filed on the title to the properties at the County Auditor's office. A copy of the FILED covenant(s) with the Auditor's stamp must then be provided to the Yakima Health District. Notaries can commonly be found at a post office, bank, town hall, or legal office.

9) Easements

An access and repair easement for the shared well's water lines, pump house, pressure tanks and other pertinent features must be filed on the titles of properties where the water lines are located or cross. These easements help assure access is granted for routine maintenance and repair of the well's water lines, especially when property ownership changes.

If the well will be serving a residence and an accessory dwelling unit on the same parcel as the well, no easements are required.



Office Use			
Case #	Date	Initial	_____
Amt	Check #	Code	Receipt #

## SHARED WELL REVIEW APPLICATION

PARCEL #: \_\_\_\_\_ Well Site Address: \_\_\_\_\_

Required Attachments:

- Nitrate (within 12 months) and Bacteria (within 6 months) Results
- Well Log or Pumper's Report (*static water level, depth, pump set, output*)
- Site Plan
- Recorded Covenants & Water Users' Agreement

Our review of your water system does not confer or guarantee any right for you to withdraw or divert groundwater. Contact your local planning department, the Washington State Department of Ecology, or the Yakama Nation for more information about your legal rights to use groundwater. Our approved number of service connections is based on your representation of available water quantity and may be reduced commensurate with your actual legal right to withdraw groundwater.

I have read and understand the above information regarding water rights.

Applicant Information:

Property Owner Information (if different):

Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Email:	Email:
Contact information (if different from above):	

1.  Existing Well  Proposed New Well
2. Type of Use:  Residential  Commercial  Other: \_\_\_\_\_
3. Current number of connections: \_\_\_\_\_
4. List tax parcel numbers (or proposed subdivision lots) served and proposed to be served by this system: \_\_\_\_\_

Service and Fees Clearly mark your selection in the right column			
FIRST STEP: Well Site Review/Inspection	\$140	H_H2O009	<input type="checkbox"/>
SECOND STEP: 2-Party Well Review (requires site approval)	\$140	H_H2O001	<input type="checkbox"/>

*My signature certifies that this information is accurate to the best of my knowledge. I grant permission for the Yakima Health District to make reviews or inspections required by the permit process. I understand that this application will become part of the public record, and that any decision made by the Yakima Health District may be appealed provided that the appeal is made in writing and delivered to the Health District within 30 days of the decision. I also understand that supplying incorrect and/or incomplete information may result in delays in completing your requests, permit revocation, and/or additional costs.*

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Revised 102324



# Covenants for public water supply protection

Washington State drinking water rules require public water suppliers to protect public drinking water sources. According to the rules, the person who owns or operates a public water system must provide a sanitary control area around wells and springs. The rules prohibit any activity that could contaminate the drinking water source in the sanitary control area.

The required sanitary control area is a radius of 100 feet for wells, and 200 feet for springs. The Department of Health (DOH) may change these distances based on an evaluation of hydro-geological conditions and other factors. Water system owners or operators use covenants to ensure no source of contamination will be constructed, stored, discarded or applied within the sanitary control area.

## What is a covenant?

A covenant is a written promise, agreement, or restriction. When applied to public water systems, a covenant is a recorded agreement of the activities and practices prohibited near a particular water source. The purpose of the covenant is to prevent contamination of the water source.

Water suppliers cannot rely upon the authority of state or local agencies to exclude potential sources of contamination in the sanitary control area.

### The water system owner or operator is responsible for:

- Declaring or obtaining the covenant(s).
- Recording the covenant in the records office in the county where the property is located.

## Two types of covenants protect public water sources

1. **Declaration of Covenant:** used when the water supplier owns the property within the sanitary control area.
2. **Restrictive Covenant:** used when someone other than the water supplier owns all or part of the property in the sanitary control area.

In some cases, the water supplier may need both types of covenants to protect the water source.

## How to establish a covenant

Be sure to use the instructions and sample covenants on the following pages together. "Sections" refer to various portions of the covenant(s) you must complete. See the examples for notes on these sections.



HELPING TO ENSURE SAFE AND RELIABLE DRINKING WATER

## **Declaration of covenant**

**When the water supplier owns all or part of the area in the sanitary control area, you should complete a “Declaration of Covenant.”** You must record the completed form in the county where the property is located.

See Example 1 for a completed Declaration of Covenant. Here’s how to complete Sections A and B:

**Section A** – Fill in the legal description of the property on which the water source is located. The description should be specific.

You can provide long or complex legal descriptions as an attachment filed with the covenant (see Attachment A). If you do, you should refer to those attachments in Section A.

**Section B** – This section refers to the precise location of the drinking water source on the property described in Section A. We recommend you prepare a map showing the location of the well or spring on the property. Attachment A is an example of a map showing the location of a well on a property. Be sure to attach your map to the Declaration of Covenant when you record it.

## **Restrictive covenants**

**When someone other than the water supplier owns portions of the sanitary control area, you must obtain a “Restrictive Covenant” from that landowner.** You must record the Restrictive Covenant in the county where the property is located.

The water supplier should have the owner of the adjacent property fill out the enclosed Restrictive Covenant. See Example 2. Sections C and D are explained below.

**Section C** – This section refers to the owner that is granting the restrictive covenant. That is, the property next to the parcel where the water source is located. The legal description of the neighboring parcel should be written here.

**Section D** – This section references the property where the water source is actually located. Both the description of the property and the water source's location on the property should be written here. The description should be specific. We recommend you use a map to show the location of the source on the water supplier's property relative to the adjacent property. Be sure to attach the map to the Restrictive Covenant when you record it. See Attachment A for an example.

## **For more information or assistance:**

If you have any questions, please call the nearest DOH regional office:

**Northwest Region – Kent:** (253) 395-6750

**Southwest Region – Tumwater:** (360) 236-3030

**Eastern Region – Spokane:** (509) 329-2100

## **DECLARATION OF COVENANT**

I (we) the undersigned, owner(s) in fee simple of the land described herein, hereby declare this covenant and place same on record.

I (we) the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest to) the following described real estate situated in Thurston County, State of Washington; to wit:

SECTION A  
Lot 2 of Short Plat #1234 as recorded in Volume 15 of Short Plats, pages 12-14. Auditor's File No. 1234567. Records of Thurston County, Washington as shown on and described on Attachment "A".

on which the grantor(s) owns and operates a well and waterworks supplying water for public use located on said real estate, at:

**SECTION B** 50 feet south and 100 feet east of the Northwest corner of Lot 2 of Short Plat 1234, as described and shown on Attachment "A".

and grantor(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) 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 (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 septic tanks and drainfields, sewerlines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

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.

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 he (they) 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.

Notary Public in and for the State of Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**RESTRICTIVE COVENANT**

The grantor(s) herein is (are) the owner(s) of (an interest in) the following described real estate situated in \_\_\_\_\_ County, State of Washington.

**SECTION  
C**

Lot 1 of Short Plat #1234 as recorded in Volume 15 of Short Plats, pages 12-14. Auditor's File No. 1234567. Records of Thurston County, Washington as shown on and described on Attachment "A".

**SECTION  
D**

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 situated in \_\_\_\_\_ County State of Washington:

50 feet south and 100 feet east of the Northwest corner of Lot 2 of Short Plat 1234, as described and shown on Attachment "A".

which well and waterworks are 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 practices hereinafter enumerated in the use of the said grantor(s) land which might contaminate said water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantee(s), its successors and assigns, said covenants to run with the land for the benefit of the land of the grantee(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 (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 septic tanks and drainfields, sewerlines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

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.

WITNESS \_\_\_\_\_ hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

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 he (they) 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.

\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_

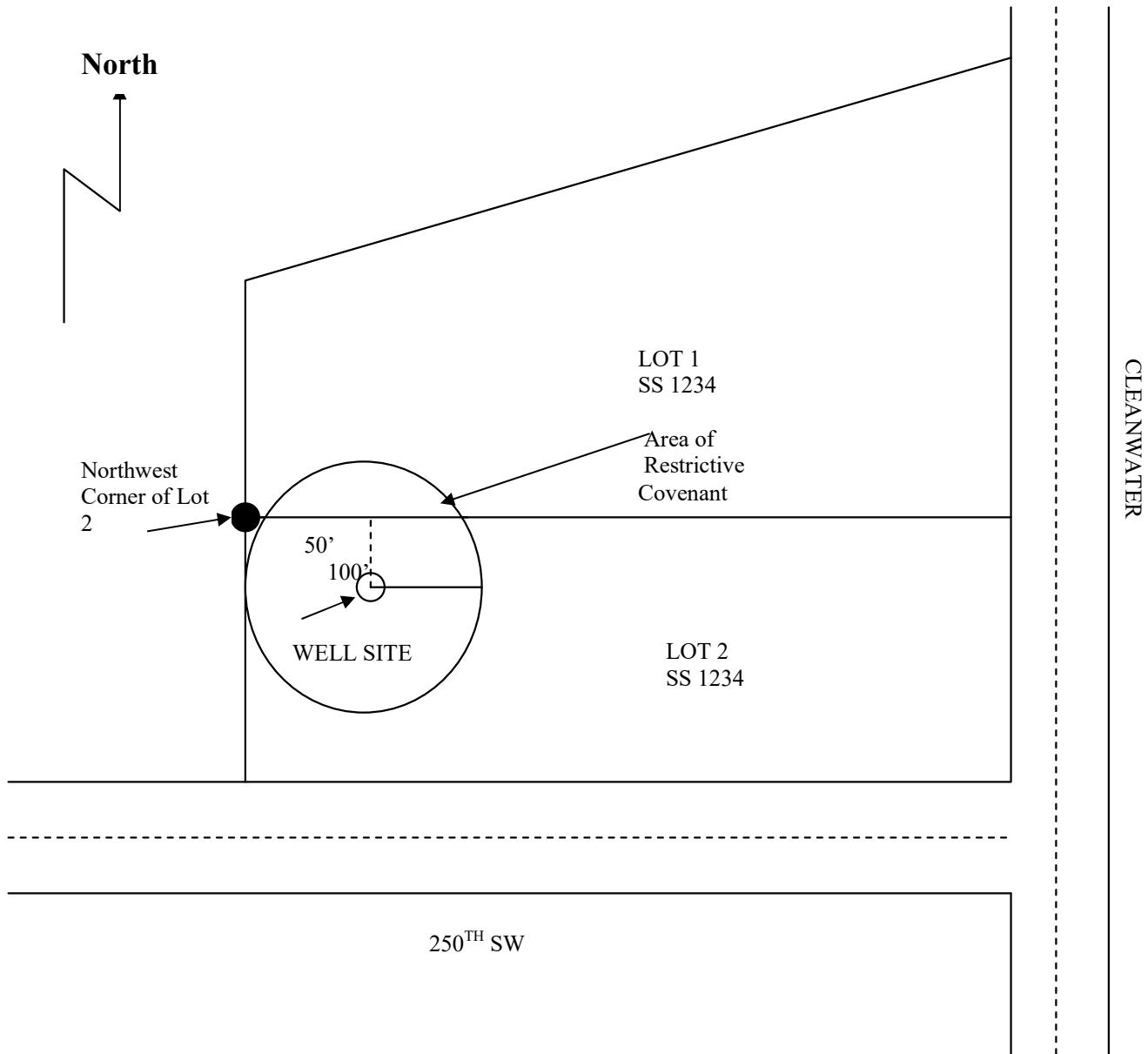
My Commission Expires: \_\_\_\_\_

## Attachment A (Map Example)

### JOHN DOE'S WATER SYSTEM WELL LOCATION MAP

#### Legal Description

Lots I and 2 of Short Plat number 1234  
as recorded in Volume 15 of Short Plat  
at pages 12 through 14, Auditors File  
No. 1234567, Records of ANY County,  
Washington.



The Department of Health is an equal opportunity agency. For persons with disabilities, this document is available on request in other formats. To submit a request, please call (800) 525-0127 (TTY 1-800-833-6388). For additional copies of this publication, call (800) 521-0323. This and other publications are available at <http://www.doh.wa.gov/ehp/dw>

RETURN ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DOCUMENT TITLE: RESTRICTIVE COVENANT

GRANTOR: \_\_\_\_\_

GRANTEE: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PARCEL NUMBER: \_\_\_\_\_

## RESTRICTIVE COVENANT

The grantor(s) herein is (are) the owner(s) of (an interest in) the following described real estate situated in Yakima County, State of Washington, to wit:

---

---

---

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 situated in Yakima County, State of Washington, to wit:

---

---

---

which well(s) 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 the said grantor(s) land which might contaminate said water supply.

NOW, THEREFORE, in consideration of \_\_\_\_\_ Dollar(s) in hand paid and other good and valuable consideration received by said grantor(s), the grantor(s) agree(s) and covenant(s) with the grantee(s), its successors and assigns, said covenants to run with the land for the benefit of the land of the grantee(s), that said grantor(s), its (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 \_\_\_\_\_ feet of the well(s) of the grantee(s), 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, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping of maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

WITNESS \_\_\_\_\_ hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

State of Washington) \_\_\_\_\_ (Seal)  
County of Yakima ) \_\_\_\_\_ Grantor (s)

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 he (they) 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.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_

RETURN ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DOCUMENT TITLE: DECLARATION OF COVENANT

GRANTOR: \_\_\_\_\_

GRANTEE: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PARCEL NUMBER: \_\_\_\_\_

## DECLARATION OF COVENANT

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

I (we), the grantor(s) herein, am (are) the owners in fee simple of (an interest in) the following described real estate situated in Yakima County, State of Washington, to wit:

---

---

---

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

---

---

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 the 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 \_\_\_\_\_ feet of the well(s) herein described (see attached), 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, drain fields, 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.

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.

WITNESS \_\_\_\_\_ hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

State of Washington \_\_\_\_\_ (Seal)  
County of Yakima \_\_\_\_\_  
Grantor (s)

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 he (they) 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.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_

**2-Party Shared Well Users Agreement**  
**(This is an EXAMPLE of a Shared**  
**Well Users Agreement. You should**  
**work with your legal counsel to decide**  
**what is appropriate in preparing your**  
**Shared Well Users Agreement.)**

Return to:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_

Document Title: \_\_\_\_\_

Reference \_\_\_\_\_ Number: \_\_\_\_\_  
(Reference Number only required on Satisfaction of Mortgages and/or Deed of Trusts; Release of Liens and Assignment of Mortgages and/or Deed of Trusts)

Grantor(s):

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. Additional grantees on page \_\_\_\_\_.

Grantee(s):

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. Additional grantees on page \_\_\_\_\_.

Legal Description (lot, block and plat name or section, township & range.):

Assessor's Property Parcel Number:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. Additional parcel numbers on page \_\_\_\_\_.

The Auditor's Office will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provide hereon.

## TWOPARTYWATERSYSTEMUSERSAGREEMENT

### OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well on parcel \_\_\_\_\_ and the associated water system. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes. The following parcels have the right of usage of this water source:

(Parcel 1) \_\_\_\_\_

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property owner(s): \_\_\_\_\_ & \_\_\_\_\_

(Parcel 2) \_\_\_\_\_

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property owner(s): \_\_\_\_\_ & \_\_\_\_\_

### Cost of Water System Construction

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests.

### Cost of Maintenance of Water System

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described.

### Water Line Easements

*(owner name and parcel #, name of subdivision, and lot number containing the well)*

GRANTS

*(owner name, parcel #, name of subdivision, and lot number adjacent to well)*

An easement for the use and purpose of conveying water from the well to the property of

---

*(owner name, parcel #, name of subdivision, and lot number adjacent to well).*

Said easement shall be five (5) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to shared property line. No new permanent type of building shall be allowed to be constructed upon the water line easement except as needed for the operation of the well and water system.

### **Maintenance and Repair of Pipelines**

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or sewage disposal drain field lines.

### **Prohibited Practices**

The parties herein, their heirs, successors and/or assigns, will not construct any potential source of contamination, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for two-party domestic use. Any potential source of contamination may include but is not limited to: septic tanks and drainfields, sewer lines, underground storage tanks, feed stations and/or grazing animals pins where manure can accumulate, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. New structures and/or barns shall meet required setbacks and not harbor any potential source of contamination. The parties will not cross connect any portion or segment of the water system with any other water source or waste water disposal outlet without prior written approval of the Yakima Health District and/or other appropriate governmental agency.

### **Provisions for Continuation of Water Service**

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with water supply requirements of the State of Washington and Grant County. In the event that the quality or quantity of water from the well becomes unsatisfactory the parties shall develop a new source of water. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

### **Restriction on Furnishing Water to Additional Parties**

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties, or dwelling without prior consent of both property owners and written approval from the Yakima Health District.

### **Restriction on Water Use**

State water right laws prohibit this system from using more than 5000 gallons of water for indoor domestic use on any day without first obtaining a permit from the Washington State Department of Ecology. Also each parcel may irrigate no more than 1/4 acre of noncommercial lawn or garden. In order to remain in compliance, each proposed lot of \_\_\_\_\_ subdivision, lot \_\_\_\_\_ and lot \_\_\_\_\_ is prohibited from using more than 2500 gallons of water on any given day for indoor domestic use. Further, the total amount of yard, garden and other irrigation used by each property cannot exceed 1/4 acre or 10,890 square feet.

### **Termination of this Agreement**

This agreement may be revoked at anytime; however, it may not be revoked without each property obtaining a sufficient acceptable potable water source and prior consent of both property owners. Termination of this agreement shall require the property owners to provide: 1) proof of a notarized revocation of this agreement and 2) proof of the potable water source for each property to the Yakima Health District for review and approval. After, review and approval by the health district the property owners shall then file: 1) the notarized revocation of this agreement and 2) proof of the potable water source approved by the health department for each property at the Yakima County Auditor's Office as a recorded document that runs with the title of the land.

### **Heirs, Successors, and Assigns**

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof and it shall pass to and be for the benefit of each owner thereof.

Signed: \_\_\_\_\_  
Owner(s) of Property with the Well

Print Name: \_\_\_\_\_

State of Washington )  
 )ss  
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(s) described in and who executed the within instrument, and acknowledge that he (she) (they) 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.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

---

Signed: \_\_\_\_\_  
Owner(s) of Second Property Served by the Shared Well

Print Name: \_\_\_\_\_

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(s) described in and who executed the within instrument, and acknowledge that he (she) (they) 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.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_