

DISTRITO DE SALUD DE YAKIMA PROGRAMA DEL AGUA

GUIA PARA LA APROVACIÓN DE UN POZO (NORIA) PARA USARLO PARA DOS CASAS

Para que el Distrito de Salud de Yakima apruebe un pozo para usarlo para dos casas necesita:

- 1) _____ Llenar una solicitud y pagar.
- 2) _____ Traer un croquis del área alrededor del pozo.
- 3) _____ Llamar para que se haga la inspección del pozo.
- 4) _____ Traer los resultados del laboratorio para bacterias.
- 5) _____ Traer resultados del laboratorio para nitratos.
- 6) _____ Traer el “Well log” (reporte del que perforó el pozo).
- 7) _____ Traer el acuerdo entre usuarios del agua.
- 8) _____ Convenio archivado en la Corte del condado.
- 9) _____ Área asignada para acceso. (opcional).

1) Aplicación (solicitud):

Llene, entregue y pague su aplicación al Distrito de Salud de Yakima. Llene todos los espacios, incluyendo los números de parcela “tax parcel numbers” de la propiedad donde está el pozo y de las propiedades que va a servir el pozo. Pregunte por el costo al Distrito de Salud de Yakima.

2) Croquis del área alrededor del pozo:

(Vea ejemplo) Tiene que entregar con su aplicación un croquis del sitio propuesto para el pozo (para pozos que todavía no se han perforado) o del pozo que ya existe. El croquis debe incluir todo lo que está 100 pies alrededor del pozo. Por ejemplo; casas, cobertizos, cocheras, sistemas de fosa séptica, tubos de agua (domésticos o de riego), corrales para animales, gallineros, caminos de entrada a la propiedad, carreteras, o cualquier cosa que pudiera contaminar el pozo.

3) Inspección del Distrito de Salud de Yakima:

El Distrito de Salud de Yakima hará una inspección para confirmar que el croquis del pozo esta completo y correcto y para inspeccionar el pozo y el área donde está el pozo. Cualquier problema que se encuentre durante la inspección, tendrá que corregirse antes de que el Distrito de Salud de Yakima apruebe el pozo.

4) Examen de laboratorio para bacterias:

Se necesita un resultado satisfactorio del examen del agua para bacterias “Coliform test “como parte del proceso de aprobación. Es responsabilidad del solicitante asegurarse que se haga este examen y que el Distrito de Salud reciba los resultados. Si los resultados no son satisfactorios, pregunte al Distrito de Salud de Yakima acerca de posibles causas y que hacer en estos casos.

5) Nitratos

Se necesita un resultado satisfactorio para el examen del agua para nitratos como parte del proceso de aprobación. Este examen se usa como un indicador de la susceptibilidad del agua del pozo de contaminarse debido a la influencia del ambiente que rodea al pozo. Es responsabilidad del solicitante asegurarse que se haga este examen y que el Distrito de Salud reciba los resultados.

6) Reporte del que perforó el pozo “Well Log”

Se necesita una copia del “well log”. El departamento de Ecología del estado de Washington tiene una página de internet donde están disponibles los “well logs”

(<https://apps.wa.gov/ecology/wa.gov/wellconstruction/map/WCLWebMap/default.aspx>).

Si no encuentra un “well log” de su pozo, puede substituirse por “well logs” de pozos cercanos. Se requiere una prueba de bomba si no hay un “well log” de su pozo disponible, y la profundidad del pozo y el nivel estático del agua de su pozo tiene que hacerlo una compañía independiente como una compañía que perfora pozos o instala bombas para el agua.

7) Acuerdo entre usuarios del agua

Tiene que hacerse un acuerdo entre los usuarios de agua. Este acuerdo debe incluir responsabilidades para el mantenimiento, reparaciones, muestras de agua para el laboratorio, etc. Debe incluir quien es responsable de pagar cuales gastos. Este acuerdo puede incluir los convenios y su propósito, el área asignada para acceso, etc. Una vez terminado, este acuerdo debe de ser registrado en los títulos de propiedad de las propiedades que van a usar el agua. Esto puede hacerse en la oficina del condado “County Auditor’s office”.

Si el pozo va a servir a una residencia y una unidad de vivienda accesoria en la misma parcela, no se requiere el acuerdo de los usuarios de agua.

8) Convenios archivado “Covenants”

Una declaración de convenio, y si es necesario un convenio de restricción debe de ser archivado en los títulos de las propiedades que están dentro de los 100 pies del pozo. Estos convenios evitan que los dueños de estas propiedades hagan cualquier cosa que pudiera contaminar el pozo dentro de los 100 pies del pozo. Por ejemplo: casas, cocheras, taller, sistemas de fosa séptica, corrales para animales, gallineros, etc. El distrito de Salud de Yakima no hace cumplir estos convenios. Estos convenios son un instrumento legal que permiten a los usuarios del pozo proteger el agua del pozo de ser contaminada. Si decide incluir otros convenios, estos deben de ser notariados por un notario público y luego archivados en los títulos de propiedad en la oficina del condado “County Auditor’s office”. El Distrito de Salud de Yakima debe recibir una copia de los convenios ya archivados. Puede encontrar un notario en una oficina de correos, un banco, un ayuntamiento o una oficina jurídica.

9) Áreas asignadas para acceso. “Easements (opcional)

El Distrito de Salud de Yakima recomienda que se asigne un área para acceso y reparación del pozo, líneas de agua, bomba del agua, tanques de presión y otras partes del sistema de agua y que se archive en los títulos de las propiedades donde las líneas de agua están localizadas o cruzan. Estas áreas asignadas ayudan a asegurar que se permita el acceso para el mantenimiento de rutina y reparación del pozo y líneas de agua, especialmente cuando las propiedades cambian de dueño.

Si el pozo dará servicio a una residencia y una unidad de vivienda accesoria en la misma parcela, no se requieren “Easements”.



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

APLICACIÓN DE REVISIÓN DE POZOS COMPARTIDOS

DE PARCELA: _____ Ubicación del pozo: _____

Documentos requeridos:

- ☐ Resultados de nitratos y bacterias (en los últimos 12 meses)
- ☐ Registro del pozo o informe del servicio de bombeo (*nivel estático del agua, profundidad, instalación de la bomba, capacidad de producción*)
- ☐ Plan del sitio
- ☐ Convenios Registrados y Acuerdo de Usuarios de Agua

Nuestra revisión de su sistema de agua no le confiere ni garantiza ningún derecho a extraer o desviar aguas subterráneas. Comuníquese con el departamento de planificación local, el Departamento de Ecología del Estado de Washington o la Nación Yakama para obtener más información sobre tus derechos legales a usar el agua subterránea. Nuestro número aprobado de conexiones de servicio se basa en su representación de la cantidad de agua disponible y puede reducirse de acuerdo con su derecho legal real para extraer agua subterránea.

☐ He leído y entiendo la información anterior sobre los derechos de agua.

Información del solicitante:

Información del dueño (si es diferente):

Nombre:	Nombre:
Dirección:	Dirección:
Ciudad, Estado, Código Postal:	Ciudad, Estado, Código Postal:
Teléfono:	Teléfono:
Correo electrónico:	Correo electrónico:
Información de contacto (si difiere de la anterior):	

- ☐ Pozo Existente ☐ Pozo Nuevo Propuesto
- Tipo de Uso: ☐ Residencial ☐ Comercial ☐ Otros: _____
- Número actual de conexiones: _____

Enumere los números de parcela de los lotes servidos y propuestos para ser servidos por este sistema: _____

Servicio y tarifas			
Marque claramente su selección en la columna de la derecha			
PRIMER PASO: Revisión/Inspección del Sitio del Pozo	\$140	H_H2O009	<input type="checkbox"/>
SEGUNDO PASO: Revisión de pozo compartido entre dos usuarios (requiere la aprobación del sitio)	\$140	H_H2O001	<input type="checkbox"/>

Mi firma certifica que esta información es precisa a mi leal saber y entender. Otorgo permiso para que el Distrito de Salud de Yakima realice revisiones o inspecciones requeridas por el proceso de permisos. Entiendo que esta solicitud se convertirá en parte del registro público, y que cualquier decisión tomada por el Distrito de Salud de Yakima puede ser apelada siempre que la apelación se haga por escrito y se entregue al Distrito de Salud dentro de los 30 días posteriores a la decisión. También entiendo que proporcionar información incorrecta y/o incompleta puede resultar en demoras en completar sus solicitudes, revocación de permisos y/o costos adicionales.

Firma del solicitante _____ fecha _____



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 ____.

(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: _____

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".

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:

SECTION
D

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.

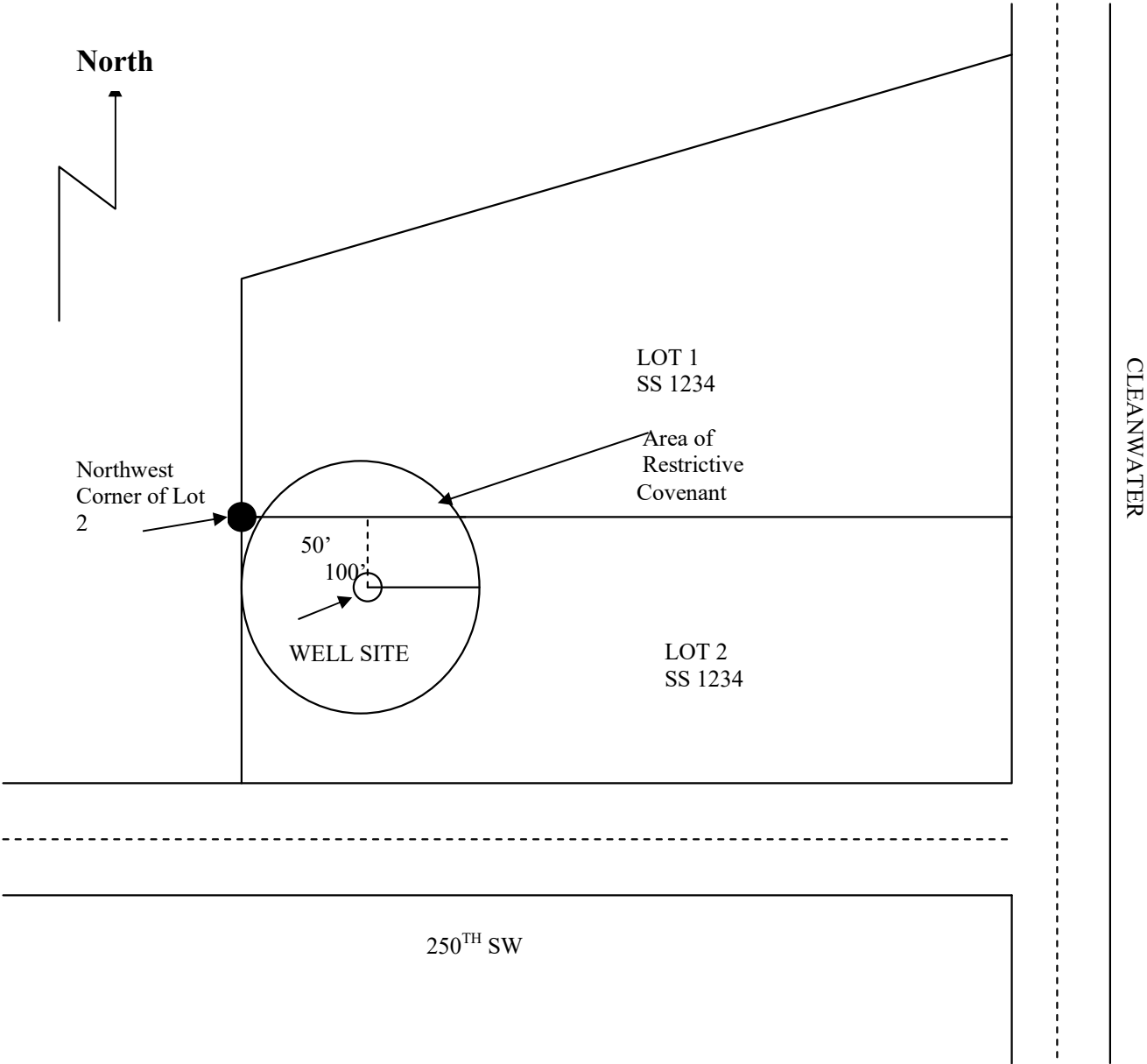
Notary Public in and for the State of Washington, residing at _____

My Commission Expires: _____

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.

TWO PARTY WATER SYSTEM USERS AGREEMENT

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 pens 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: _____