

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 Grant County 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 Grant County 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 Grant County 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 Grant 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: _____