Potential Solvery Constitution of the second of the second

# 2 PARTY SHARED WELL WATER USERS AGREEMENT

Well ID Number: NOT AVAILABLE: SEE ATTACHED D.O.E. WELL REPORT
Serves Parcel Number: 657435
Lot Number: LOT 12 BLK 5 of TEANAWAY Subdivision
Physical Address: 3440 TEANAWAY WAGON WHEEL
AND  MIDDLE FEEK CLEEUM, IVA 98922
Parcel Number: 837335
Lot Number: Lot 26 Block 1 of TEANAWAY Subdivision
Physical Address: 3440 Teanaway Wagon Wheel
MIDDLE FORK - CLEEUM, WA 98922

## 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 and water system to be constructed. 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.

#### 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

CHAP HAMEL; 657435 - TEANAWAY WAGON WHEEL - LOT 12, BLOCK 5
(owner name and parcel It, name of subdivision, and lot number containing the well)

#### **GRANTS**

JOHN HAMEL; 837335 - TEANSWAY WOLON WINEE - LOT 26, BLOCK ! (owner name, parcel #, name of subdivision, and lot number adjacent to well)

2 Party Shared Well Users Agreement

1 of 4 | Page

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

JOHN HAMEL: 837335 - TEANAWAY WAGOU WHEEL - LOT 26 BLOCK!

(owner name, parcel II, 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 Kittitas County Public Health Department 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 Kittitas 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 Kittitas County Public Health Department.

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 than½ acre of noncommercial lawn or garden. In order to remain in compliance, each proposed to 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 1/2 acre or 21,780 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 Kittitas County Health Department for review and approval. After, review and approval by the health department 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 Kittitas 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: Chad T Hamef Owner(s) of Property with the Well Print Name: Chad Hame
Print Name: Chab HameL
State of Washington ) lss
County of

1, the undersigned, a Notary Public 2 day of Septembor	in and for the above named County and State, do hereby certify that on this 20/6, personally appeared before me to me known to be the individual(s) described in
and voluntary act and deed, for the	ment, and acknowledge that he (she) (they) signed and sealed the same as free uses and purposes therein mentioned.  I seal the day and year last above written.
	Notary Public in and for the State of Washington, Residing in: Kiffifas County My Commission Expires: 8/29/19
Signed: Owner(s	attanted s) of Second Property Served by the Shared Well
Print Name: John	u HAMEL
	in and for the above named County and State, do hereby certify that on this 7, 20/6, personally appeared before me to me known to be the individual(s) described in
	ment, and acknowledge that he (she) (they) signed and sealed the same as free uses and purposes therein mentioned.
GIVEN under my hand and official	seal the day and year last above written.
SCRIBATION	Notary Public in and for the State of Washington, Residing in: K14705 County My Commission Expires: 8/29/19

	ALLONGTON Permit No	
(1) OWNER: Name Philip Rowe	Address	
LOCATION OF WELL: County Kill 2015	-NE 16 5 W 1 Sec 26 TAUN. H	S.E.W.
.ng and distance from section or subdivision corner		
(3) PROPOSED USE: Domestic X Industrial [] Municipal []	(10) WELL LOG:	
Irrigation   Test Well   Other		cture, a
	Formation: Describe by color, character, size of material and stri show thickness of aguifers and the kind and nature of the mater stratum penetrated, with at least one entry for each change of	ial in ea
(4) TYPE OF WORK: Owner's number of well (if more than one)	MATERIAL FROM	TO
New well Method: Dug Bored Despensed Cable Driven	BROWN CLAY 0	20
Reconditioned Rotary Jetted		
	Sand570A @ 20	36
(5) DIMENSIONS: Diameter of well inches. Depth of completed well 136 n		i
Drilled Depth of completed well	Cement gravel 30	32
(6) CONSTRUCTION DETAILS:		
0 1 1 1 1 1 1 1	Sandstone 32	50
Threaded Diam. from ft. to ft.		
Welded Diam. from	Hard Cement stone 50	83
Perforations: Yes   No	Blue Cement grave   83	112
Type of perforations		
perforations from	Dark Blue Shale 112	13
perforations from ft. to ft.	with water in seams	
perforations from ft. to ft.		
Screens: Yes   No		
Manufacturer's Name		<b></b>
Type Model No		
Diam, Slot size from ft. to ft.		-
Diara Slot size from ft. to ft.		
Gravel packed: Yes   No Size of gravel;		
Gravel placed fromft. toft.		<u></u>
Surface seal: yes by No II To what depth? 18		
Meterial used in Sell	WEGEIN!	<del> </del>
Type of water? Depth of strate	THE WISH	
Method of sealing strate off		
(7) PUMP: Manufacturer's Name	INT NOV _ 9 1984	
Type: HP		
	DEPARTMENT CO	,
(8) WATER LEVELS: Land-surface elevation above mean sea level	CENTRAL REGIT	į
Static levelft. below top of well Date	<b></b>	
Artesian water is controlled by		
(Cap, valva, etc.)		
9) WELL TESTS: Drawdown is amount water level in		
lowered below static level	Wests started Oct 20 1874 Completed NOV /	, 10.8
Was a pump test made? Yes [] No [] If yes, by whom?	WELL DRILLER'S STATEMENT:	-
10 14 MA 90	This well was drilled under my jurisdiction and this	wan and
и и и в	true to the best of my knowledge and belief.	- chorr
decovery data (time taken as zero when pump turned off) (water level measured from well top to water level)	44	191
measured from well top to water level) Time Water Level   Time Water Level   Time Water Level	NAME MOUNTAIN WELL DRILL	ING
Talls Moor weeks 2 miles 1 mil	(1392 er p	int)
	Address PODS BOX 144 CLE ELD	MU
Nation	1, -1 98	922
Auto od teet	[Simed] Stage E. Burg	, -,6
letter test 3 gel/min with ft. drawdown after hee.	(Well Stiller)	
rieden flow gp.m. Beta	A	

(USE ADDITIONAL SECURIS IF HEIC