



PO Box 1666, 415 N 6<sup>th</sup> Street, Bldg 8, Shelton WA 98584,  
Shelton: (360) 427-9670 ext 400 ❖ Belfair: (360) 275-4467 ext 400 ❖ Elma: (360) 482-5269 ext 400  
FAX (360) 427-7787

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## Private Two Party Water Systems

Private two party water systems are considerably less complex and expensive to construct than public water systems. However, not every two party water system proposed can become a private two party. Review the following eligibility requirements.

### Eligibility

The water system must be for one existing parcel or two existing parcels that are contiguous unless easements are obtained.

#### **If the lots were created after January 1, 1995**

They must meet minimum lot sizes of 1.0 to 2.5 acres depending on the soil type and septic design. Lots less than the minimum lot size are subject to public water system requirements.

#### **If the lots were created in 1994 or earlier**

The location of all existing and planned encumbrances must meet individual well setbacks. The land subdivision approval by Mason County that created your lot was for lots with private wells.

### Application

Your application can not be reviewed for approval before it is complete. Be sure and submit the following **four** items to Mason County Public Health ATTN: Drinking Water Program. Do not enclose them with an application for water adequacy or for a building permit.

#### **1. Well Site Inspection Application**

Cost is \$155.00. Make checks payable to: Mason County Treasurer. Please allow 2 weeks for inspection. Fill out this form completely. Failure to choose a name will result in assignment of a water system name by staff. This should be done first.

#### **2. Satisfactory bacteriological test** (less than 12 months old)

Any certified drinking water laboratory can perform this test. You can pick up sample bottles at Mason County Public Health and return them on a Monday or Tuesday along with a check to Thurston County for \$25.00.

#### **3. Well Log**

Submit a well log (if possible) and a well capacity test (often in the lower left section of the well log). Contact a well driller if a capacity test is needed. The well driller that drilled the well or the Washington State Department of Ecology (360- 407-6859) may be able to help you find the well log. You can also search for well logs on-line on the Department of Ecology's WEB page at <http://apps.ecy.wa.gov/welllog/>

#### **4. Notice to Future Property Owners of Private Two-Party Water System**

Be careful to complete the form properly and then get the document signed and notarized. Record the document at the Mason County Auditor's Office (411 North 5<sup>th</sup> Street, Shelton) and submit a copy to this office. This should be done after the well site passes.

### Review

Complete and submit the "**Application for Review of a Two-Party Water System**". When all the above items have been submitted, the application will be reviewed for approval. A Review Fee of \$100.00 will be required.



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## Where Should I Site My Well?

### Individual or Private Two-Party Well Siting

The setbacks and placement consideration for an individual well are:

- ❑ The well site should be located on the highest ground possible, up-slope from potential contamination sources.
- ❑ The well site should be protected from a one hundred year flood and from any surface or subsurface drainage that may impair the quality of groundwater.
- ❑ The following minimum distances shall be maintained:
  - 5 ft from building (from farthest overhang such as eave edge)
  - 50 ft from septic tanks, septic containment vessels, septic holding tanks, septic chamber and d box, building sewers, collection and non-perforated distribution pipe.
  - 100 ft from sewage system drainfields including proposed and reserve sites provided that the design has been approved for installation by Mason County Health Services, outhouses, manure lagoons, sewage lagoons, industrial lagoons, hazardous waste sites, sea-salt water intrusion areas, livestock barns and livestock feed lots, pipelines used to convey materials with contamination potential, chemical and petroleum storage areas.
  - 1000 ft from solid waste landfills.
- ❑ In addition, the Mason County Planning Department administers several regulations, which govern the location of development activities such as wells in relation to critical areas including saltwater, streams, wetlands and steep slopes. Prior to drilling Mason County Planning needs to be contacted if a Resource Land and Critical Areas Checklist (RLC) has not yet been done for your property. The RLC will identify these critical areas and their setback for you.
- ❑ A utility permit may be required by the Mason County Public Works Department or from the Department of Transportation for work done in or near right-of-ways. Road crossings for the installation of water/septic lines are included in this process. For a determination or for requirements involved in this permit process, please contact Mason County Public Works Department at (360) 427-9670 Ext. 450.



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**APPLICATION FOR WELL SITE INSPECTION**

<u>Permit Number</u>	<u>Payment Information</u>	<u>Instructions</u>
WEL _____	Receipt Number _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check  Date of Payment _____	1. Complete Part 1. Incomplete applications will be rejected. 2. Attach a detailed plot plan 3. Clearly stake out or flag the well site 4. Submit application and appropriate fee(s), (\$155.00 Fee) to Mason County Public Health.

**PART 1: Applicant / Parcel Identification**

Water System Name \_\_\_\_\_

Site Address \_\_\_\_\_

Applicant \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parcel Number \_\_\_\_\_

Directions to Site \_\_\_\_\_

**Water Source is:**  New  Existing    **System Type:**  Well  Spring    **No. of Proposed Connections** \_\_\_\_\_

**PART 2: Health Department Review (Staff Use Only)**

YES	NO	NA	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Evidence of existing sources of contamination within 100 foot radius of water source? (drainfields, tanks, buildings; indicate distance on plot plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there roads within the 100 foot radius of the water source? If so, is road private, County or State. What is distance to ROW? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the ground slope away from the water source site? (show slope on plot plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the well cap satisfactory?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Screened and vented?
		<input type="checkbox"/>	The well casing extends _____ above level ground / concrete slab? (circle one)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there evidence of a surface seal?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the seal appear adequate?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is a variance necessary for well site approval?

Comments \_\_\_\_\_

Pass  Fail    Inspector \_\_\_\_\_ Date \_\_\_\_\_

Findings in this review reflect observed conditions as they existed on the day of the site inspection. No claim is made, express or implied of the future success or failure of this system. Well Site passage does not constitute water system approval. Water system approval is a two part process.  
 1) Passage of the well site. 2) Approval of the water system design. Once the well site is passed the water system design may be submitted for review



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## Application for Review of a Two Party Water System

<u>Permit Number</u>	<u>Payment Information</u>	<u>Instructions</u>
WEL  _____	Receipt Number _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check  Date of Payment _____	<ol style="list-style-type: none"> <li>1. Complete Part 1. Incomplete applications will be rejected</li> <li>2. Make sure all required documents have been submitted (well log, water sample and recorded documents).</li> <li>3. Submit application and the \$100.00 Fee to Mason County Public Health.</li> </ol>

### PART 1: Applicant / Parcel Identification

Water System Name \_\_\_\_\_

Site Address \_\_\_\_\_

Applicant \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parcel Number \_\_\_\_\_

Directions to Site \_\_\_\_\_

### PART 2: Health Department Review (Staff Use Only)

YES	NO	NA	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Well Report with adequate pump test on file? _____ If NO, date of capacity test _____ Driller _____ GPM _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Received Satisfactory Bacteriological Analysis? Date of test _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Received Signed, Notarized, and Recorded Agreement or Notice?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	System appears adequate to serve two single-family residences on information provided.
			<input type="checkbox"/> System Approved <input type="checkbox"/> System Denied

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Sanitarian signature

\_\_\_\_\_  
Date



**This document is intended to serve as an example. It is not intended as a “fill-in the blank” form. If you wish to create a water agreement, you may consult an attorney or you may use this form as a template while writing your own.**

*Please note: The first page of Recorded documents must have a 3 inch margin from the top of the page to the document title and 1 inch margin on bottom and sides of the page. Subsequent pages must have 1 inch margins on the top, bottom and sides of the page.*

Return to:

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## **WATER 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 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.

The system is to be constructed to serve properties located in the **\*\*1/4, \*\*1/4, Section \*\*, Township \*\*, Range \*\*\*, W.M., Mason County, State of Washington, having tax parcel numbers \*\*\*\*\* and \*\*\*\*\* and more particularly described in Attachment “A”.**

### **COST OF WATER SYSTEM CONSTRUCTION**

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, design of the water system for approval by the Health Officer, 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. The expense of water quality sampling as required by the State of Washington and Mason County shall be shared equally by both parties. The parties shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each party shall be entitled to receive an annual statement funds from said banking institution regarding the status of the reserve account. The monetary in the reserve account shall be utilized for the sole purpose of submitting water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment or appurtenance thereto.

### **EASEMENT OF WELL SITE AND PUMPHOUSE**

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 feet of the well site in any direction. (you may need to adjust the easement wording to adequately allow access to the well) Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

## **WATER LINE EASEMENTS**

**Smith grants Jones** an easement for the use and purpose of conveying water from the well to the property of **Jones**. 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 common point as referred to: **a point on the common property line located as follows: commencing at the \*\*\*\*\* corner of (property description): thence \*\* degrees \*\* minutes \*\* seconds \*\* feet**. No permanent type of building shall 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. Pipe material used in repairs shall meet approval of the Health Officer. 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 within 10 feet of sewage disposal drainfield lines.

## **PROHIBITED PRACTICES**

The parties herein, their heirs, successors and/or assigns, will not construct, 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 public consumption, any of the following: septic tanks and drainfields, sewer lines, underground storage tanks, county or state roads, railroad tracks, vehicles, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Mason County Department of Public Health and/or other appropriate governmental agency.

## **WATER SYSTEM PURVEYOR**

Smith is designated "Purveyor" of the water system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Mason County Rules and Regulations and handling emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. The purveyor shall organize and maintain the water system records and notify the Health Officer and all parties, service connections and lots that are included in this agreement, of the water quality tests that are required by WAC 246-291 and Mason County Rules and Regulations. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

## **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 public water supply requirements of the State of Washington and Mason County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, the parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall obtain written approval from the Health Officer. 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 properties and written approval from the Mason County Department of Public Health. Additional connections will require upgrade of the system to full Group B requirements unless total connections exceed nine services, which will require upgrading to Group A standards

**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.

**ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES**

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming to the provisions of this agreement shall be subject to interest charges of 18% per annum together with all collection fees.

\_\_\_\_\_  
Signature **SAMPLE**  
\_\_\_\_\_  
Signature

State of Washington                    )  
County of Mason                        )

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 (she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes herein 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: \_\_\_\_\_