



Return Name and Address:

Loren Miller  
47209 S cloofelter Rd.  
Kennewick, WA 99338

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. Declaration of Covenants, water use restrictions
- 2.
- 3.
- 4.

Grantor(s)(Last name first, first name, middle initials):

1. Horse Heaven Hills Homeowners Association
  - 2.
  - 3.
  - 4.
- Additional names on page \_\_\_\_\_ of document.

Grantee(s)(Last name first, first name, middle initials):

1. Horse Heaven Hills Homeowners Association
  - 2.
  - 3.
  - 4.
- Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)

short plat 5 2632 and 2662 - SE 1/4 Section 21, T8N, R28E  
Wm Benton County additional legals on Exhibit A

Additional legal is on page 5 of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number 1-2188-401-2632-001 - 12188-401-2632-002 - 12188-401-2632-003 12188-401-2632-004

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page 5 of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**WATER USER'S AGREEMENT  
GROUP 'B' RESIDENTIAL 8 UNIT WATER SYSTEM**

**WATER SYSTEM NAME:** Horse Heaven Hills Estates

**PARCEL NIMBER(S):** See exhibit 'A'

**LEGAL DISCRPTION:** See Exhibit 'A'

**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 8<sup>th</sup> interest in and to the use of the well and water system 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.

**WATER SYSTEM DESIGN**

This water system is designed to provide for 8 residential services. The design of the system is based on 5000 gallons per use per day. Additional planning and design approvals must be obtained from the department prior to expanding beyond and number of services or whenever there are changes made to the system, such as adding a treatment system.

**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 Benton County shall be shared equally by both parties. The parties shall establish a maintain ad reserve account at a mutually agreed upon banking institution. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds 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. 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**

Glenn Miller Ranch Partnership grants Horse Heaven Hills Homeowners Ass. An easement for the use and purpose of conveying water from the well to the property of Horse Heaven Hills Estates. This easement shall mean the right to install, repair, maintain, alter and operate a water line in, into, upon, over, across and under owners' above described property. This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns. 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 property. Water pipelines shall not be installed within 50 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 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 Benton-Franklin District Health Department and/or other appropriate governmental agency.



### **WATER SYSTEM PURVEYOR**

Loren Miller is a 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 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 and all parties, service connections and lots that are included in this agreement, of the water quality tests that are required by WAC 247-291.

### **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 Benton 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 of dwelling without prior consent of both properties and written approval from the Benton-Franklin District Health Department.



**THE RESTRICTION ON WATER USE**

State water right laws prohibited this system from using more than 5000 gallons of water on any day. Also, the total amount of property which can be irrigated by the system cannot exceed 1/2 acre. In order to remain in compliance, each of the following parcels, 1-2188-401-2632-001, 1-2188-401-2632-002, 1-2188-401-2632-003, 1-2188-401-2632-004, 1-2188-401-2662-001, 1-2188-401-2662-002, 1-2188-401-2662-003, 1-2188-401-2662-004, is prohibited from using more than 625 gallons of water on any given day.

**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 of hereof, and it shall pass to and be for the benefit of each owner thereof.

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

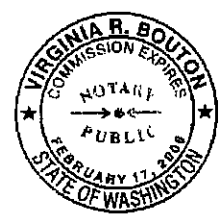
The parties herein agree to establish the right to make reasonable regulations for the operation of the system.

WITNESS \_\_\_\_\_ hand \_\_\_\_\_ this 25 day of June, year 2003  
\_\_\_\_\_ (seal)  
\_\_\_\_\_ (seal)  
(parties)

State of Washington )  
County of Pacific ) ss

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 25th day of June, year 2003, personally appeared before me Loren Miller and \_\_\_\_\_ to me known to be the individuals described in and who executed the within instrument, and acknowledge that they signed and sealed the same as their 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.



Virginia R. Bouton  
Notary Public in and for the State of Washington,  
residing at Kennewick

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EXHIBIT A

WELL ACCESS EASEMENT

An access easement over and across that portion of Section 28, Township 8 North, Range 28 East, W.M., Benton County, Washington, Benton County, Washington, described as follows;

An access easement 20 feet in width with 10 feet of such width lying on each side of the following described centerline:

Commencing at the Northeast corner of the South half of the North half of the South half of Section 21, Township 8 North, Range 28 East, W.M.; Thence North 89°23'40" West, along the North line of said South half of the North half of the South half, for 887.86 feet; Thence South 00°36'20" West for 486.20 feet; Thence South 15°00'43" West for 2245.30 feet; Thence South 26°10'00" West for 219.35 feet; Thence South 32°57'56" West for 689.44 feet; Thence South 24°54'02" West for 534.38 feet; Thence South 14°15'55" West for 703.50 feet to the true point of beginning of the following described centerline; Thence South 89°41'50" East for 359.35 feet; Thence South 44°57'57" East for 100.93 feet to an existing well and the terminus of said centerline.

- 1-2888-100-0000-000
- 1-2188-401-2632-001
- 1-2188-401-2632-002
- 1-2188-401-2632-003
- 1-2188-401-2632-004
- 1-2188-401-2662-001
- 1-2188-401-2662-002
- 1-2188-401-2662-003
- 1-2188-401-2662-004

NOTICE TO FUTURE PROPERTY OWNERS

This property is served by a public water system which is subject to the provisions of Chapter 246-291 WAC. This system may also be subject to other state and local regulations. The system owner is responsible for maintaining this system in compliance.

The name of this system is: Horse Heaven Hills Estates

The state Department of Health and local health departments share administration of the drinking water regulations. Therefore, when the term "department" is used, it refers to whichever agency regulates this particular system. You can contact the local health department to find out which agency is applicable.

This water system is designed to provide for 0 services. Additional planning and design approvals must be obtained from the department prior to expanding beyond this number of services. Please note that the design flow standards account for domestic use and watering of a typical lawn and garden space only. The design assumes that all residences will be equipped with ultra low flow plumbing fixtures and that all users will keep conservation in mind whenever they use this system. Additionally, if system wide water use exceeds 5000 gallons per day or if the total property being irrigated by the system exceeds 1/2 acre, a water right permit must be obtained from the Department of Ecology.

Public water systems are subject to on-going requirements. These include periodic water quality monitoring, system maintenance and various record keeping. Prior to purchasing this property, it is recommended that you contact the department to determine whether this system is in compliance with applicable regulations. Fees may be charged by the department for providing various services.

The department maintains current information on this system to expedite retrieval of information for your use or for lending institutions which require information on the system as part of their loan approval process. Each time information changes, such as a change in the number of homes connected to the system; a change in owner/operator name, address or phone number; etc., the owner of your system must submit an updated *Water Facilities Report Form* to the department.

Group B public water systems are not required to have back-up facilities to cover power outages or other system failures. Contact the system owner for information regarding the reliability of this system.

This system (has/has not) been granted one or more waivers from specific provisions of the regulations. (Attach a brief summary of waivers, if any, which were granted.)

At the time this system is fully developed, the financial plan indicates an average cost of \$460./year per home to properly operate and maintain the system in compliance with state and local drinking water regulations. Current information on costs is available from the system owner.

The department recommends and may require ownership and/or operation by a state-approved satellite management agency.

