

02/14/2025 12:27:38 PM

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Page: 1 of 1

\$303.50
Declaration SCHMITT
Kittitas County Auditor



RECEIVED
MAR 07 2025
Kittitas County CDS

REVIEWED

FEB 14 2025

KITTITAS COUNTY TREASURER

INITIALS: QV

RETURN ORIGINAL DOCUMENT TO:

NAME (Print) Tyler and Rikki Schmitt
MAILING ADDRESS 21871 Johnson Rd
Ellensburg, WA 98920

Declaration Of Covenant

I (we) the undersigned, owner(s) in a fee simple of the land described herein, hereby declare this covenant and place same on record.

I (we) the grantor(s) herein, Tyler and Rikki Schmitt am (are)
the owner(s) in fee of (an interest in) the following described real estate situated in Kittitas County,
State of Washington; to wit:

Lot 1 & 2 of Schmitt Short Plat, kit. co. short plat

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantor(s), his (her) Heirs, SP-24-00015
successors and assigns will comply with the following:

Parcels 1 & 2 of Schmitt short plat shall not be further
subdivided while designated for agricultural use by Kittitas Co.
comprehensive plan

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 14 day of FEBRUARY, 2025

[Signature] (Seal)

[Signature] (Seal)
Grantor (s)

State of Washington
County of Kittitas

I, the undersigned, a Notary Public in and for the above-named County and State, do hereby certify that
on this 14 day of Feb, 2025 personally appeared before me
Rikki Tyler Schmitt 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 a free and
voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



SIGNATURE [Signature]

(NAME -

PRINTED) Barbara Made

Notary Public in and for the State of Washington residing at

Ellensburg

My Commission Expires

10/03/2026

02/14/2025 12:27:38 PM

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Page: 1 of 5

\$307.50
Agreement SCHMITT
Kittitas County Auditor



Schmitt
4871 Tjossem Rd.
Ellensburg, WA 98926

REVIEWED

FEB 14 2025

KITTITAS COUNTY TREASURER

INITIALS: QV

TWO PARTY SHARED WELL WATER USERS AGREEMENT

Well ID Number: _____

Serves Parcel Number: 800233

Lot Number: 1 of SP-24-00015 Schmitt Subdivision

Physical Address: 4771 Tjossem Rd Ellensburg WA 98926

AND

Parcel Number: 800233

Lot Number: 2 of SP-24-00015 Schmitt Subdivision

Physical Address: 4871 Tjossem Rd Ellensburg WA 98926

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

Tyler and Rikki Schmitt, parcel 800233, SP-24-00015, Lot 1 contains well

(owner name and parcel #, name of subdivision, and lot number containing the well)

GRANTS

Tyler and Rikki Schmitt, parcel 800233, SP-24-00015, Lot 2

(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

Tyler and Rikki Schmitt, parcel 800233, SP-24-00015, Lot 2

(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 drainfields, sewer lines, underground storage tanks, feed stations and/or grazing animal 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 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

Use restrictions are set at the time of water budget neutral determination and associated with the parcel. The amount of water allowed is recorded on the deed of the parcel and may be monitored and recorded depending on the source of the water rights. Water use for the lots referenced within this agreement are _____ acre feet/year for parcel # _____ and _____ acre feet/year for parcel # _____. (Include indoor and outdoor use restrictions).

Termination of this Agreement

This agreement may be revoked at any time; 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.

The Dep. The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

File Original and First Copy with
Department of Ecology
Second Copy - Owner's Copy
Third Copy - Driller's Copy

WATER WELL REPORT STATE OF WASHINGTON

Application No. Pocatlallo 83301
Permit No. 83301

(1) OWNER: Name Bill Simon Address 845 Boston road No 32
(2) LOCATION OF WELL: County Kittitas T. 16 N. R. 17 W. M. M
bearing and distance from section or subdivision corner 300 ft E + 54 ft S

(3) PROPOSED USE: Domestic ☒ Industrial ☐ Municipal ☐
Irrigation ☐ Test Well ☐ Other ☐

(4) TYPE OF WORK: Owner's number of well (if more than one) 1
New well ☒ Method: Dug ☐ Bored ☐
Deepened ☐ Cable ☒ Driven ☐
Reconditioned ☐ Rotary ☐ Jetted ☐

(5) DIMENSIONS: Diameter of well 6 inches.
Drilled 150 ft. Depth of completed well 150 ft.

(6) CONSTRUCTION DETAILS:
Casing installed: 6 " Diam. from 0 ft. to 142 ft.
Threaded ☐ " Diam. from 0 ft. to 142 ft.
Welded ☒ " Diam. from 0 ft. to 142 ft.

Perforations: Yes ☐ No ☒
Type of perforator used None
SIZE of perforations None in. by None in.
perforations from 0 ft. to 142 ft.
perforations from 0 ft. to 142 ft.
perforations from 0 ft. to 142 ft.

Screens: Yes ☐ No ☒
Manufacturer's Name None
Type None Model No. None
Diam. None Slot size None from 0 ft. to 142 ft.
Diam. None Slot size None from 0 ft. to 142 ft.

Gravel packed: Yes ☐ No ☒ Size of gravel: None
Gravel placed from 0 ft. to 142 ft.

Surface seal: Yes ☒ No ☐ To what depth? 30 ft.
Material used in seal Benatelite
Did any strata contain unusable water? Yes ☐ No ☒
Type of water? None Depth of strata None
Method of sealing strata off None

(7) PUMP: Manufacturer's Name None
Type None H.P. None

(8) WATER LEVELS: Land-surface elevation above mean sea level 22 ft.
Static level 22 ft. below top of well Date Sept 27
Artesian pressure None lbs. per square inch Date Sept 27
Artesian water is controlled by None (Cap, valve, etc.)

(9) WELL TESTS: Drawdown is amount water level is lowered below static level
Was a pump test made? Yes ☐ No ☒ If yes, by whom? None
Yield: gal./min. with None ft. drawdown after None hrs.

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)
Time Water Level Time Water Level Time Water Level
None None None None None None

Date of test Sept 27
Sailer test 20 gal./min. with 20 ft. drawdown after 2 hrs.
Artesian flow None g.p.m. Date Sept 27
Temperature of water None chemical analysis made? Yes ☐ No ☒

(10) WELL LOG:
Formation: Describe by color, character, size of material and structure, and thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of formation.

MATERIAL	FROM	TO
<u>ROCKS + DIRT</u>	<u>0</u>	<u>18</u>
<u>Soft yellow clay</u>	<u>18</u>	<u>150</u>
<u>aquifer</u>	<u>150</u>	

RECEIVED
NOV 13 1978
DEPT. OF ECOLOGY
EC

Work started Sept 22 1978. Completed Sept 27

WELL DRILLER'S STATEMENT

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME Pach Drilling Co
(Person, firm, or corporation) (Type of)

Address R 3 Box 10 Ellensburg

[Signed] Powell

License No. 001

(USE ADDITIONAL SHEETS IF NECESSARY)

Signed: [Signature] [Signature]
Owner(s) of Property with the Well

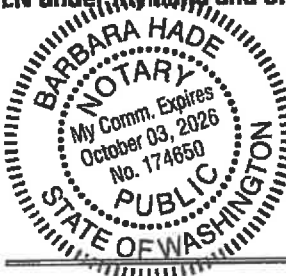
Print Name: Tyler Schmitt Rikki Schmitt

State of Washington)
County of Kittitas)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 14 day of February, 2025 personally appeared before me

Rikki & Tyler Schmitt 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.



[Signature]
Notary Public in and for the State of Washington,
Residing in: Ellensburg
My Commission Expires: 10/03/2026

Signed: [Signature] [Signature]
Owner(s) of Second Property Served by the Shared Well

Print Name: Tyler Schmitt Rikki Schmitt

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 14 day of February, 2025, personally appeared before me

Rikki & Tyler Schmitt 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.



[Signature]
Notary Public in and for the State of Washington,
Residing in: Ellensburg
My Commission Expires: 10/03/2026