

REQUESTED BY AND WHEN
RECORDED RETURN TO

IMPERIAL COUNTY PLANNING DEPARTMENT
801 MAIN STREET
EL CENTRO, CA 92243

POTABLE WATER AGREEMENT

THIS AGREEMENT made this ____ day of _____, 200_, between the COUNTY OF IMPERIAL, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "APPLICANT."

WHEREAS, APPLICANT desires COUNTY to issue a building permit to _ _____ construct _____ located at _____, having a legal description as follows:

(hereinafter the "PROJECT"); and

WHEREAS, State law requires, except where not deemed necessary for safety or sanitation by the Administrative Authority, that each plumbing fixture of PROJECT shall be provided with an adequate supply of potable running water; and

WHEREAS, APPLICANT desires to install a water treatment system or device which will ensure that a supply of potable running water meeting health standards as determined by the Imperial County Health Officer will be available to all fixtures in the structure and will further continue to meet local potability standards;

1 NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

2 COUNTY has, by order of its Board of Supervisors, authorized the issuance of
3 the building permit to APPLICANT upon the following terms and conditions:

4 1. APPLICANT agrees to install a water treatment system or device or a
5 "point of entry" water treatment system or device, of APPLICANT's choice and at a
6 location clearly indicated on the plans and specifications submitted to the Imperial
7 County Planning Department for the PROJECT.

8 2. APPLICANT acknowledges that he/she has been fully informed that canal
9 water, and possibly well water, must be treated in order to meet drinking water
10 standards for potability established by the Imperial County Health Officer, and that it is
11 the obligation of APPLICANT to install a water treatment system or device or a "point of
12 entry" water treatment system or device which will result in treated water which meets
13 and will be maintained to meet all standards of potability required by the Imperial
14 County Health Officer.

15 3. It is expressly understood and agreed that such water treatment system or
16 device in its installation shall be shown on all applicable building permit plans and its
17 installation shall be subject to the inspection approval of the County building official.

18 4. APPLICANT acknowledges that the system must be "on-line" and tested
19 to meet potability standards prior to the building officials approval of the "framing" of any
20 structure for which the building permit is applied, and prior to the installation of a mobile
21 home.

22 5. APPLICANT expressly understands and agrees that such water treatment
23 system or device shall be constructed and maintained at all times without expense to
24 County. If at any time the system fails to meet potability standards, APPLICANT
25 understands the County cannot and will not approve occupancy and will enforce eviction
26 or other remedies, if necessary.
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1 APPLICANT further acknowledges that COUNTY does not warrant the reliability
2 of any such water treatment system or device and APPLICANT agrees to indemnify and
3 hold the COUNTY harmless for any damages or injuries resulting from a malfunction of
4 any such water treatment system or device used in the PROJECT.

5 6. APPLICANT agrees, at his/her own expense, to monitor or test the
6 requisite water treatment system or device as required from time to time by the County
7 Health Officer.

8 7. At its option, the County may require that such testing or monitoring be
9 performed by a certified water treatment operator or by the County itself. If County
10 requires APPLICANT to have a certified water treatment operator perform such tests, a
11 copy of a contract between APPLICANT and the certified water treatment operator shall
12 be provided to the County within seven (7) working days from the date of written
13 notification by the County. Further, any amendments or cancellations to any such
14 agreement shall be provided to the County within seven (7) working days from such
15 action. Failure to provide copies of the contract or any amendments could result in an
16 eviction procedure or other appropriate remedies.

17 8. All test results, if required, shall be submitted to the Division of
18 Environmental Health Services, County Health Department for review and approval.
19 COUNTY shall bill APPLICANT for the actual costs of said tests reviews and approvals.

20 9. This agreement shall be binding upon APPLICANT, successors and
21 assigns to the property described herein.

22 10. APPLICANT agrees to indemnify and hold COUNTY harmless from any
23 damages or injuries resulting from the installation and continued maintenance or lack of
24 same of the water treatment system or device and/or the termination of the PROJECT
25 or eviction of occupancy if such a system or device fails.

26 11. APPLICANT and COUNTY agree that this Potable Water Agreement shall
27 be executed and recorded at the Imperial County Recorder's Office.
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1 12. APPLICANT understands and hereby acknowledges that, prior to signing
2 this agreement, he/she has been informed of his/her right to seek counsel concerning
3 this agreement and has had an opportunity to do so.

4 13. APPLICANT further agrees that in the event potable water is made
5 available to subject property by an approved public water system or supplier, he/she
6 shall immediately connect to said public water system or supplier, the water treatment
7 system or device which is the subject of this agreement shall be discontinued, and
8 APPLICANT shall bear the costs of such disconnection and new connection.

9 I certify that I have read the above Potable Water Agreement, understand its
10 contents, and agree to be bound by it.

11 THIS AGREEMENT shall be binding upon the parties hereto, their successors,
12 heirs and assigns, as to Project first hereinabove described.

13 APPLICANT(s)

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15 Dated: _____

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21 POTABLE WATER AGREEMENT
22 APPROVED BY IMPERIAL COUNTY
23 PLANNING DEPARTMENT

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25 Dated: _____

26 By: _____

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STATE OF CALIFORNIA
COUNTY OF Imperial } S.S.

On _____ before me,
_____ a Notary Public in and for said County and State,
personally appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

1 STATE OF CALIFORNIA
2 COUNTY OF _____ } S.S.

3 On _____ before me,
4 _____ a Notary Public in and for said
5 County and State, personally appeared _____,
6 personally known to me (or proved to me on the basis of satisfactory evidence) to be
7 the person(s) whose name(s) is/are subscribed to the within instrument and
8 acknowledged to me that he/she/they executed the same in his/her/their authorized
9 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
10 the entity upon behalf of which the person(s) acted, executed the instrument.

11 WITNESS my hand and official seal

12 Signature _____

13 **ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent
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15 Title or Type of Document _____

16 Number of Pages _____ Date of Document _____

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2 COUNTY OF _____ } S.S.

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