

1 REQUESTED BY AND WHEN
2 RECORDED RETURN TO

3 IMPERIAL COUNTY
4 PLANNING DEPARTMENT
5 939 W. MAIN STREET
6 EL CENTRO, CA 92243

7 **POTABLE WATER AGREEMENT**

8 THIS AGREEMENT made this _____ day of _____, 2001,
9 between the COUNTY OF IMPERIAL, hereinafter referred to as "COUNTY" and
10 _____, hereinafter referred to as
11 "APPLICANT."

12 WHEREAS, APPLICANT desires COUNTY to issue a building permit to
13 construct _____
14 _____(Proj
15 ect Description) located at _____ (Address), having
16 a legal description as follows:
17
18
19

20 (hereinafter the "PROJECT"); and

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

24 WHEREAS, APPLICANT desires to install a water treatment system or device
25 which will ensure that a supply of potable running water meeting health standards as
26 determined by the Imperial County Health Officer will be available to all fixtures in the
27
28

1 structure and will further continue to meet local potability standards; NOW
2 THEREFORE,

3 THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

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

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

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

25 5. APPLICANT expressly understands and agrees that such water
26 treatment system or device shall be constructed and maintained at all times without
27 expense to County. If at any time the system fails to meet potability standards,
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPLICANT understands the County cannot and will not approve occupancy and will enforce eviction or other remedies, if necessary.

APPLICANT further acknowledges that COUNTY does not warrant the reliability of any such water treatment system or device and APPLICANT agrees to indemnify and hold the COUNTY harmless for any damages or injuries resulting from a malfunction of any such water treatment system or device used in the PROJECT.

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

11. APPLICANT and COUNTY agree that this Potable Water Agreement shall be executed and recorded at the Imperial County Recorder's Office.

12. APPLICANT understands and hereby acknowledges that, prior to signing this agreement, he/she has been informed of his/her right to seek counsel concerning this agreement and has had an opportunity to do so.

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

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

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

APPLICANT(s)

Dated: _____

POTABLE WATER AGREEMENT
APPROVED BY IMPERIAL COUNTY
PLANNING DEPARTMENT

Dated: _____

By: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATE OF CALIFORNIA
COUNTY OF _____ } 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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATE OF CALIFORNIA
COUNTY OF _____ } 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 _____