

Well Agreement

This agreement is made and dated this ____ day of _____ 20 ____, by and between the County of Fauquier (hereinafter County) and _____, Owner.

WHEREAS, the Owner's property is located within the service area of the _____ (public utility); and

WHEREAS, the Owner has unsuccessfully attempted to obtain service from the _____ (public utility); and

WHEREAS, the Owner has requested permission to construct a temporary well in order to obtain water for construction of _____ on Owner's property; and

WHEREAS, it is anticipated that the _____ (public utility) will be capable of serving owner's property in several years; and

WHEREAS, Section 19-18 of the County Code requires that all properties located within 300 feet of a public water supply shall connect to the public water supply; and

WHEREAS, Section 19-18 permits an individual property owner, after obtaining an administrative permit, to construct a temporary water supply in the event the water service provider does not have the necessary capacity to permit the connection to the public water system; and

WHEREAS, the County is willing to permit a temporary water well to be constructed provided that the owner has agreed to abandon the water well for drinking water purposes forthwith and connect to the public water supply at the time the _____ (public utility) has developed the necessary capacity to permit the connection to the public system; now therefore,

Agreement

1. Owner may construct a drinking water well on parcel _____ to serve solely _____ (use).
2. At the time that _____ (public utility) has developed the necessary capacity to permit the connection to the public water supply system, Owner shall connect to the public water supply system. Thereafter the water well shall be offered to the public water supplier. N the event that the public water supplier does not desire the well, it shall be abandoned in accordance with the requirements of the Health Department. The well shall be abandoned or granted to the public water supplier within six (6) months of the date that public water becomes available to the property.
3. This agreement shall be recorded in the land records of Fauquier County prior to issuance of any permit and shall run with the land.

Owner

Commonwealth of Virginia
County of Fauquier, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

Notary Public

My Commission Expires:

**THE BOARD OF SUPERVISORS OF
FAUQUIER COUNTY**, a political subdivision
of the Commonwealth of Virginia

by: _____

Commonwealth of Virginia
County of Fauquier, to-wit:

The foregoing instrument, was acknowledged before me this ___ day of _____, 2006 by
_____.

Notary Public

My Commission Expires:

APPROVED AS TO FORM

Kevin J. Burke
County Attorney