

\$305.50  
Water Right EGAN  
Kittitas County Auditor



RECEIVED  
APR 05 2024

Kittitas County, WA

Upon Recording Return to:

TIMOTHY J. EGAN  
279 IRON MOUNTAIN RD  
CLE ELUM, WA 98922

REVIEWED

MAR 14 2024

KITTITAS COUNTY TREASURER

INITIALS:



### Water Mitigation Certificate

THIS CERTIFICATE MUST BE RECORDED WITH THE KITTITAS COUNTY AUDITOR'S OFFICE

GRANTOR Kittitas County

PERMIT #

GRANTEE EGAN, TIMOTHY J ETUX

WM-24-00017

MAP NUMBER 19-15-02010-0008

TRUST WATER RIGHT #

NGR: CS4-01447sb7@6

SUBDIVISION EGAN SHORT PLAT

UNIQUE WELL TAG ID # AKL-974

DATE ISSUED

March 13, 2024

LEGAL DESCRIPTION

ACRES 10.42, CD. 6099-4; SEC. 2; TWP. 19; RGE. 15; PTN. SE1/4 NE1/4 (PARCEL L OF SURVEY #586066 B21/P113-115)

This Certificate is issued for an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day, as long as the annual average is not exceeded.

This Certificate is for use on the above-mentioned parcel only.

Mitigation for indoor domestic use applies to water for drinking, bathing, sanitary purposes, cooking and laundering. It also includes incidental uses such as washing windows, car washing, cleaning exterior structures, care of household pets, etc.

Water use on this parcel from the groundwater well with the tag number listed above should not exceed the use described in the package chosen.

This mitigation certificate is associated with lot 12 of plat/short plat Egan Short Plat SP-23-00001.

Should the short plat expire, this mitigation certificate shall also expire, and the water represented thereby shall automatically revert to the county's bank. In the event of such reversion, all costs associated with the processing and recording of this transaction shall be deducted from the refund of the fee for the water mitigation certificate.

Issued By

Regulatory Authority

Health Officer

ALL WATER RIGHTS, EVEN SENIOR WATER RIGHTS, MAY BE SUBJECT TO CURTAILMENT. THE PURCHASER IS HEREBY GIVEN NOTICE THAT THE COUNTY'S WATER RIGHTS BACKING THIS MITIGATION CERTIFICATE COULD POTENTIALLY BE SUBJECT TO CURTAILMENT, WHICH WOULD, IN TURN, SUBJECT THE CERTIFICATE HOLDER TO SUCH CURTAILMENT. THE COUNTY MAKES NO GUARANTEE AGAINST SUCH CURTAILMENT.

| STATEMENTS OF UNDERSTANDING                             |  |
|---|--|
|   | <p style="text-align: right; margin-right: 50px;"><b>AKL 974</b></p> <p>I understand that:</p> <ul style="list-style-type: none"> <li>• Water use on this parcel from the groundwater well with the tag number listed above should not exceed the use described in the package chosen.</li> <li>• Mitigation is for use on the above-mentioned parcel only and is not transferable for use at other locations or for any other uses.</li> <li>• Mitigation for indoor domestic use applies to water for drinking, bathing, sanitary purposes, cooking and laundering. It also includes incidental uses such as washing windows, car washing, cleaning exterior structures, care of household pets, etc.</li> <li>• If package A is purchased, then I am limited to an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day, as long as the annual average is not exceeded.</li> <li><input checked="" type="checkbox"/> If package B is purchased, then I am limited to an annual average of 275 gallons per day of indoor domestic use only and up to an annual average of 25 gallons per day for outdoor irrigation of up to 500 square feet. The daily maximum withdrawal allowed on any given day is 900 gallons per day, as long as the annual average is not exceeded.</li> <li>• If I am later required to connect to a municipal water source, the mitigation certificate associated with the parcel will be returned to the Kittitas County Water Bank and will be documented on the property title. The portion of the fee that covers the cost of water and any work not completed may be refunded minus the cost of any processing efforts completed.</li> <li>• Should the short plat expire, this mitigation certificate shall also expire, and the water represented thereby shall automatically revert to the county's bank. In the event of such reversion, all costs associated with the processing and recording of this transaction shall be deducted from the refund of the fee for the water mitigation certificate.</li> <li>• Unless my mitigation certificate is issued under the Kittitas County Water Bank Over the Counter program, it is subject to final issuance/approval from the Washington State Department of Ecology and could therefore be denied. The portion of the fee that covers the cost of water and any work not completed may be refunded minus the cost of any processing efforts completed.</li> <li>• I agree not to plant any trees or shrubs over my septic drain field.</li> <li>• Should I not comply with the statements above and all requirements in Kittitas County Code Title 13.2, enforcement action shall be taken through Kittitas County Code Title 18.</li> </ul> |
| <p><u>TJE</u><br/>Initials</p>                          |  |
| <p><u>TJE</u><br/>Initials</p>                          | <p>I have read and understand the statements listed above.</p>   |
| <p>Property Owner Signature: <u>Timothy J. Egan</u></p> | <p>Date: <u>3-11-2024</u></p>  |

**NOTARIZED STATEMENT**

I, Timothy J Egan (the undersigned applicant) under penalty of perjury in the State of Washington agree to comply with all sections of this document, federal, state, and local provisions, codes, and ordinances in regards to water use. These covenants and agreements 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. I certify that the information provided is true and accurate and I understand that if the project description should change that it is my responsibility to inform Kittitas County Department of Public Works (KCDPW) and that the department may require different and/or additional requirements. As the applicant, I assume all risk in its entirety and agree to indemnify defend and hold Kittitas County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or reduction in value of property including the loss of use resulting there from which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. As the applicant, I understand that I am legally and financially responsible for ensuring there is a legal right to the water to be used, and that all water supply systems are engineered, designed, and constructed in accordance with federal, state and local requirements. I understand that all applicable fees may be non-refundable and that KCDPW may have additional requirements to ensure that sufficient and adequate water supply is available for use and I shall comply with all requests made by KCDPW. Should I as the property owner choose to use and appoint an authorized agent to represent my interest, I may do so, by having myself and the authorized agent sign this notarized statement.

Signed: Timothy J Egan Property Owner(s)  
Print Name: Timothy J Egan Property Owner(s)

I, \_\_\_\_\_ (the property owner) appoint, \_\_\_\_\_ as an authorized agent to represent my interest.

Authorized Agent Signature (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_  
Authorized Agent Authorized Agent

State of Washington )  
County of Kittitas ) ss

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 11 day of March, 2024 personally appeared before me, \_\_\_\_\_ who is personally known to me  whose identity I proved on the basis of WA license \_\_\_\_\_ whose identity I proved on the oath/affirmation of \_\_\_\_\_, a creditable witness to be the signer of the above instrument, and he/she acknowledged that he/she signed it.

Timothy Egan to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.  
Witness my hand and official seal hereto affixed



Rebecca Cruse  
Notary Public in and for the State of Washington,  
Residing in: Kittitas Co.  
My commission expires: 6-01-25