



RECEIVED
AUG 17 2018
Kittitas Co. CDS

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Name: Nick Mills

Address: PO Box 384

South Cle Elum Wa 98943

REVIEWED BY

KITTITAS COUNTY TREASURER

DEPUTY Ruth Maxwell

DATE July 20, 2018

(Space above this line is for Recorder's Use)

KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT
WATER METERING AGREEMENT

This Water Metering Agreement (the "Agreement") is made and entered into by and between _____ (the "Owner") and the County of Kittitas, a municipal corporation of the State of Washington acting by and through the Kittitas County Public Health Department (the "County"), sometimes referred to herein jointly as "Parties" or individually as "Party".

Recitals

WHEREAS, Owner is the owner of, or has an interest in, certain real property (the "Property") located in Kittitas County, Washington, with a parcel number and/or address of:

Parcel Number: 10+5B Mills 8p
Address: 4550 Dry Creek Rd
Ellensburg WA 98926

and as more fully described on the attached Exhibit "A" and incorporated by this reference; and

WHEREAS, Owner intends to extract groundwater from a mitigated well or wells (the "well") located on the property; and

WHEREAS, the parties desire to provide for the metering of each well through the installation of a water-measurement device (the "water meter") to measure the Owner's mitigated water usage; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Installation.** Owner shall purchase and install a water meter in accordance with the County's requirements for the Kittitas County Mitigation and Metering Program, including but not limited to, Kittitas County Code ("KCC") 13.40.030. Any and all costs of the purchase and installation of the water meter shall be the sole responsibility of the Owner.
2. **Repair and Maintenance.** Owner shall be responsible for the cost of any and all maintenance, repair, or replacement of the water meter necessary to ensure proper water meter functionality. Owner shall notify the County if the water meter becomes damaged or requires replacement. In the event that Owner fails to ensure proper water meter functionality, the County shall perform the necessary maintenance, repair, or replacement of the water meter at the cost of the Owner.
3. **Water Meter Reading.** The County shall monitor and analyze water usage data at least once during each of the following months: March, July, August, September, and October.
4. **Ingress and Egress.** Owner hereby grants to the County or designee an irrevocable license for ingress and egress across the property, and shall make provision for access to the property by County personnel, for the purpose monitoring and analyzing water usage data from each water meter on the property, performing maintenance, repair, or replacement of the water meter, and ensuring compliance with the terms of this agreement.
5. **Site Conditions.** Owner shall maintain the property in a manner to allow safe, reasonable access by County personnel to all water meters with or without prior notice, during regular County business hours, or at any time in the case of emergency.
6. **Billing.** The County shall provide to Owner a billing statement for payment of fees set by the Kittitas County Public Health Department fee schedule.
7. **Unpaid Fees.** Owner understands and agrees payments not received within 30 days of billing by the Kittitas County Public Health Department shall be delinquent and may incur a 10% late fee, accruing an additional 10% on the unpaid balance every 30 days thereafter. If payment is not made within 90 days, the department may terminate this agreement and/or attempt to recover payment through a collections agency.
8. **No By-Pass.** Owner shall not by-pass the water meter or take any action which would affect the accuracy of the domestic use water meter readings or the proper functionality of the water meter.

- 9. Non-Compliance.** Failure to comply with the terms of this agreement shall be cause for termination of this agreement and for collection of any delinquent amounts due the County.
- 10. Data Collected.** Owner agrees that the County shall have the right to collect, monitor, analyze, and disseminate data on mitigated water usage for the purposes of evaluation and analysis. Mitigation and metering data will be provided to the Washington State Department of Ecology and the Water Transfer Working Group.
- 11. Agreement as Covenant Running With the Land.** This Agreement and the covenants contained herein shall be construed as running with the land, and shall be fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this agreement.
- 12. Recording.** Upon execution by the parties, Owner shall cause this agreement to be recorded in the real property records of the office of the Kittitas County Auditor.
- 13. Indemnity.** The Owner agrees to and shall defend, indemnify and hold harmless the County, its successors and assigns, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its successors and assigns, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, damage to the property, including loss of use thereof, the water meter, other property damage or harms for which recovery of damages is sought by any person or persons whether such injury to persons or damage to property is due to the negligence of the Owner, its employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the harmless the County, its successors and assigns, appointed or elected officials, agents, or employees.
- 14. Notices.** All notices, requests, demands, correspondence, and other communications to the respective parties of this Agreement shall be in writing and shall be deemed to have been duly given on the date personally served or within three (3) days after the date of mailing, if mailed, by first-class mail, registered or certified, and addressed to the address set forth below:

For the County: Public Health Department
Attn: Water Metering Program
507 N Nanum St., Suite 102
Ellensburg, WA 98926

For the Owner: Nick Mills
4550 Dry Creek Rd
Ellensburg Wa 98926

15. **Legal Compliance.** The Owner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including but not limited to, KCC Title 13.
16. **Severability.** If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
17. **Entire Agreement.** This agreement, including the recitals, section headings, and attached exhibit constitutes the entire agreement of the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **Amendment.** No modification, change of terms, or amendment of this agreement shall bind either party unless in writing and signed by both parties.
19. **Assignment.** No portion of this agreement may be assigned to any other individual, firm or entity without the express and prior written approval of the County.
20. **Waiver.** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
21. **Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This agreement shall be governed by the law of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this agreement on the following two (2) signature pages on the dates as indicated, and hereby acknowledge that the parties have read this agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE:

FOR THE COUNTY


Kittitas County Public Health Department

Dated: 7-13-18

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that Erin Moore is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Subscribed and sworn/affirmed to before me this this 13 day of July, 2018

(Notary Seal)

Kimberly Shilley
Notary Public in and for the State of Washington

Residing at Kittitas CO



EXHIBIT "A"
REAL PROPERTY DESCRIPTION



After recording return to:

Mr & Mrs Mills
P.O. Box 384
So. Cle Elum WA 98943

NWTU3H01797

RE EXCISE TAX PAID

Amount \$ 1468.80
Date 09-05-03
Affidavit No. 18429

KITTITAS COUNTY TREASURER

By [Signature]

21-

Title of Document: Personal Representative's Deed
Grantor: The Estate of Anna Utana Mackner by Blaine G. Gibson, P.R.
Grantee: Mark L. Mills and Amy J. Mills, h/w
Legal Description: L5 Bk 27/P164-166, Ptn SE 1/4, S20 Tn18 N R 18 EWM,
Parcel No.: 18-18-20040-0013
Kittitas County, WA

PERSONAL REPRESENTATIVE'S DEED

1. GRANTOR: The undersigned Grantor, BLAINE G. GIBSON, is the duly appointed, qualified and acting successor personal representative of the Estate of ANNA UTANA MACKNER, deceased.
2. ESTATE: ANNA UTANA MACKNER died testate a resident of Kittitas County, Washington, on September 1, 1996, and BLAINE G. GIBSON was appointed successor personal representative of the Estate on March 26, 2003, in the Superior Court of the State of Washington for Kittitas County, under Cause Number 96-4-00074-4. (The "probate proceedings.")
3. COURT APPROVAL: On August 25, 2003, the Superior Court for Kittitas County, State of Washington, authorized Grantor to sell the below-described property under the terms agreed to by the Grantor and the Grantee.
4. DEED: Grantor, BLAINE G. GIBSON, successor personal representative of the Estate of ANNA UTANA MACKNER, deceased, hereby conveys and quit claims to MARK L. MILLS and AMY J. MILLS, husband and wife, the following described real estate situate in the County of Kittitas:



Lot 5 of Survey as recorded May 16, 2002 and filed in book 27 of Surveys, pages 164-165 and 166, under Auditor's File No. 200205160029, being a portion of the Southeast 1/4 of Section 20, Township 18 North, Range 18 East, W.M. Kittitas County, WA

SUBJECT TO an easement for irrigation water from the Olson Ditch, which is on the north side of the subject property, south to the boundary line between parcels 4 and 5, Survey book 27, pages 164-166; being a portion of the Southeast 1/4 of Section 20, Township 18 North, Range 18, East, W.M. The reserved easement shall be six feet wide, three feet on either side of the center line of the existing irrigation ditch. The easement includes the right of access to maintain the ditch. This easement is for the benefit of Lots 2, 3, and 4, Survey book 27, pages 164-166; being a portion of the Southeast 1/4 of Section 20, Township 18 North, Range 18, East, W.M.

SUBJECT TO an easement for irrigation water from the Olson Ditch, which is on the north side of the subject property, south to the point at which the South boundary of parcel 5 meets the corners of parcels 2 and 3, Survey book 27, pages 164-166; being a portion of the Southeast 1/4 of Section 20, Township 18 North, Range 18, East, W.M. The reserved easement shall be six feet wide, three feet on either side of the center line of the existing irrigation ditch. The easement includes the right of access to maintain the ditch. This easement is for the benefit of Lots 2 and 3, Survey book 27, pages 164-166; being a portion of the Southeast 1/4 of Section 20, Township 18 North, Range 18, East, W.M.

TOGETHER WITH all water and water rights, including ditch rights, appurtenant thereunto with all water stock, if any.

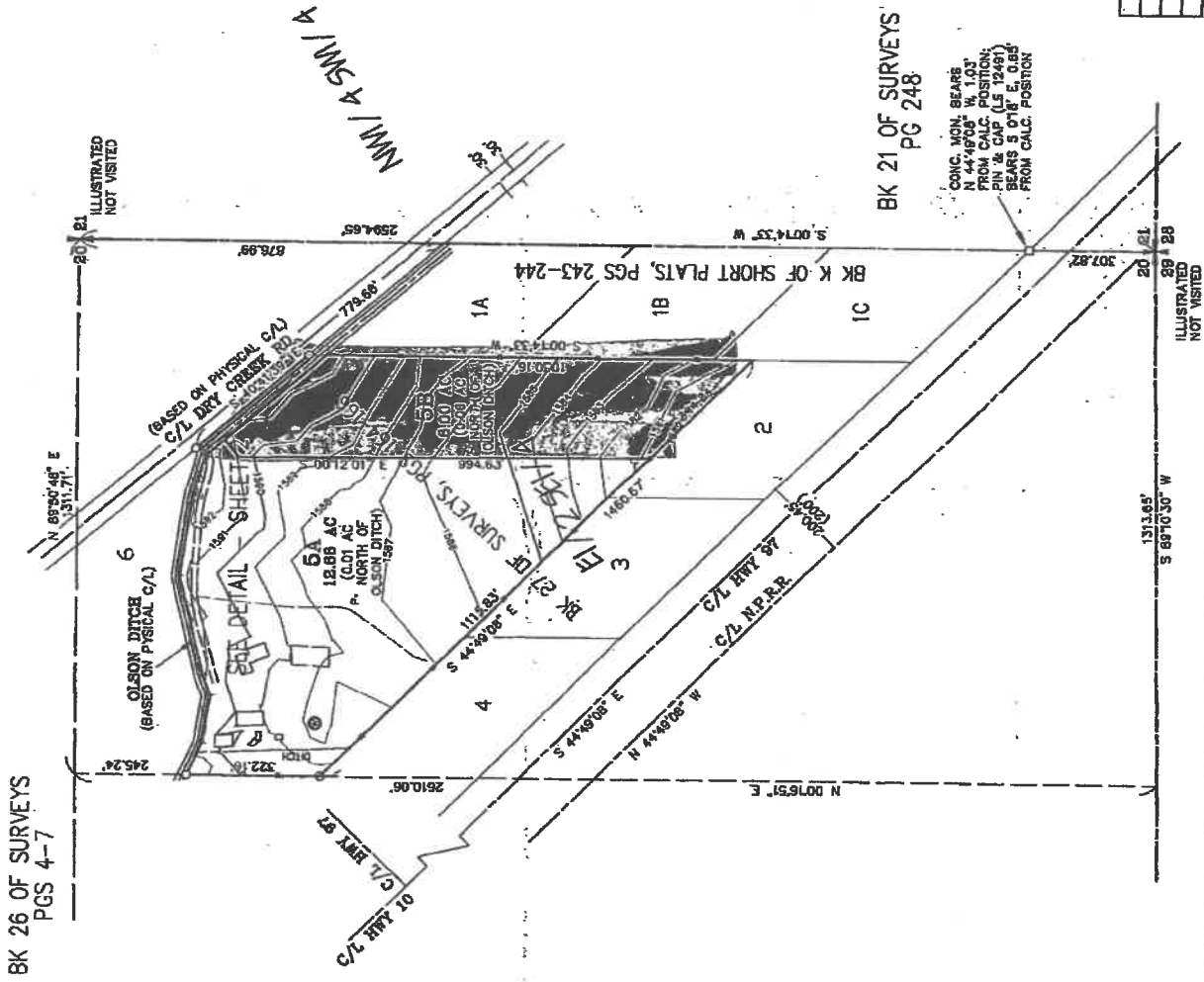
Kittitas County Tax Parcel Number 18-18-20040-0013.

The two reserved irrigation easements referred to above shall be subject to the right of Grantee to move the irrigation ditches, to combine them, or to replace them with pipe, so long as the benefitted parcels continue to receive their allotted water. If an easement for irrigation water has been reserved along the Northeast property lines of parcels 3 and 4, the Grantee shall have the right to place irrigation pipe along such reserved easement in order to furnish water to lots 2 and 3.



MILLS SHORT PLAT
PART OF SECTION 20, T. 18 N., R. 18 E., W.M.
KITTITAS COUNTY, WASHINGTON

BK 26 OF SURVEYS
 PGS 4-7



APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS
 EXAMINED AND APPROVED THIS _____ DAY OF _____ A.D. 2018

KITTITAS COUNTY ENGINEER
 I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND CONFORMS WITH CURRENT KITTITAS COUNTY CODE CHAPTER 15.
 DATED THIS _____ DAY OF _____ A.D. 2018

KITTITAS COUNTY HEALTH OFFICER
 CERTIFICATE OF COUNTY PLANNING DIRECTOR
 I HEREBY CERTIFY THAT THE MILLS SHORT PLAT HAS BEEN EXAMINED BY ME AND FOUND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITTITAS COUNTY PLANNING COMMISSION.
 DATED THIS _____ DAY OF _____ A.D. 2018

KITTITAS COUNTY PLANNING DIRECTOR
 CERTIFICATE OF KITTITAS COUNTY TREASURER
 I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAT IS NOW TO BE FILED.
 PARCEL NO. 206038
 DATED THIS _____ DAY OF _____ A.D. 2018

KITTITAS COUNTY TREASURER
 NAME AND ADDRESS - ORIGINAL TRUST CREDITOR
 NAME: MARK MILLS ETUX
 ADDRESS: 4840 W. DRY CREEK ROAD
 ELLENBURG, WA 99028
 PHONE: (509) 260-0043
 EXISTING ZONE: AG-3
 SOURCE OF WATER: INDIVIDUAL WELLS
 SEWER SYSTEM: ON SITE SEWAGE SYSTEMS
 STORM WATER: NO APPROXIMATIONS FOR THIS APP.
 WIDTH AND TYPE OF ACCESS: COUNTY ROAD R/W
 NO. OF SHORT PLATTED LOTS: TWO (2)
 SCALE: 1" = 200'

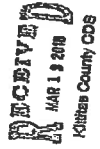
SUBMITTED ON _____
 AUTOMATIC APPROVAL DATE: _____
 RETURNED FOR CAUSE ON _____



- LEGEND**
- SET 6/8" BEARS W/ CAP - CRUSE 18078
 - FOUND PIN & CAP
 - FENCE
 - WELL

ELEVATION DATUM: NAVD88

ORIGINAL PARCEL DESCRIPTION
 PARCEL 5 OF THAT CERTAIN SURVEY AS RECORDED MAY 16, 2002, IN BOOK 27 OF SURVEYS, PAGES 184, 185, AND 186, UNDER AUDITOR'S FILE NO. 200205180028, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.



AUDITOR'S CERTIFICATE
 Filed for record this _____ day of _____, 2018, at _____, in Book L of Short Plats et page(s) _____ of the request of Cruse & Associates.
 RECEIVING NO. _____

ERDAL V. FETTY by
 KITTITAS COUNTY AUDITOR
 SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of MARK MILLS In JANUARY of 2018.



Charles A. Cruse, Jr.
 CHARLES A. CRUSE, JR.
 Professional Land Surveyor
 License No. 18078
 DATE: 3-12-18

CRUSE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 217 E. Fourth St.
 Ellensburg, WA 98926 (509) 962-8243
MILLS SHORT PLAT

