

RECEIVED
JAN 26 2026

Kittitas County CDS

Upon Recording Return to:

BROWN ROAD ESTATES LLC
1410 W DOLARWAY RD STE 301
ELLENSBURG, WA 98926

Kittitas County
WASHINGTON

Water Mitigation Certificate

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

GRANTOR Kittitas County

PERMIT #

GRANTEE BROWN ROAD ESTATES LLC

WM-25-00071

MAP NUMBER 17-18-04000-0011

TRUST WATER RIGHT #

SUBDIVISION BROWN ROAD SHORT PLAT

Amerivest: CS4-02261sb7@2

UNIQUE WELL TAG ID # BLR-410

DATE ISSUED

LEGAL DESCRIPTION

December 19, 2025

ACRES 5.00; PTN SE1/4 (PARCEL 1, B46/P246-247); SEC 04, TWP 17, RGE 18

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 1B of plat/short plat Brown Road Short Plat SP-25-00009.

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 align="center"><u>JG</u> Initials</p> | <p>I understand that:</p> <ul style="list-style-type: none"> • 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. • Mitigation is for use on the above-mentioned parcel only and is not transferable for use at other locations or for any other uses. • 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. • 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. • 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. • 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. • 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. • 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. • I agree not to plant any trees or shrubs over my septic drain field. • 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. |
| <p align="center"><u>JG</u> Initials</p> | <p>I have read and understand the statements listed above.</p> |
| <p>Property Owner Signature: <u></u> Date: <u>12/1/2025</u></p> | |

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Name: Brown Road Estates, LLC
Address: 1410 W Dolarway Road, Suite 301
Ellensburg, WA 98926

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

KITTITAS COUNTY WATER METERING AGREEMENT

This Water Metering Agreement (the "Agreement") is made and entered into by and between Brown Road Estates, LLC (the "Owner") and the County of Kittitas, a municipal corporation of the State of Washington acting by and through the Kittitas County Public Works 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: 953835 Brown rd Short Plat lot 1 B
Address: 1660 Brown Road
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 or devices (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 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.

- 2. Installation Cost Reimbursement.** Owners may submit an invoice requesting reimbursement for the costs associated with installation of the water meter provided by the County. Installation costs include either the fees paid for professional installation or the fees associated with self-installation for required parts. For one water meter per residence, the County will reimburse for installation costs up to \$750.00 for either the professional installation costs or the costs for the applicable parts purchased specific to the installation for self-installers upon written proof of such costs. Time and labor fees associated with self-installation are non-reimbursable. Invoices should be submitted before the time of the water meter final inspection and should include any applicable supporting documentation, such as, receipts and invoices from a professional. The County holds the right to verify all invoices and suspect/fraudulent invoices will be turned over to law enforcement for investigation and possible criminal charges.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. Billing.** The County shall provide to Owner a billing statement for payment of fees set by the Kittitas County fee schedule.
- 8. Unpaid Fees.** Owner understands and agrees payments not received within 30 days of the due date shall be delinquent and may incur a late fee of up to 12% per annum. Failure to pay may result in legal action and the imposition of civil penalties.
- 9. 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.
- 10. Non-Compliance.** Failure to comply with the terms of this agreement may result in legal action and the imposition of civil penalties.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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:

SIGNATURE PAGE:

FOR THE OWNER


Signature

Joel Greear
Printed Name

Dated: 12/1/2025

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that Joel Greear 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 8 day of December, 2025.

(Notary Seal)


Notary Public in and for the State of Washington

Residing at Ellensburg, WA

