



RECEIVED
JUL 24 2025

REVIEWED

APR 04 2025

Kittitas County CDS

KITTITAS COUNTY TREASURER

INITIALS:

Upon Recording Return to:

MICHAEL & MARY FAHLGREN
1421 HANSON RD
ELLENSBURG, WA 98926



Water Mitigation Certificate

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

GRANTOR Kittitas County

GRANTEE MICHAEL & MARY FAHLGREN

MAP NUMBER 17-18-05040-0003

SUBDIVISION FAHLGREN SHORT PLAT

UNIQUE WELL TAG ID # None

LEGAL DESCRIPTION

PERMIT #
WM-25-00019

TRUST WATER RIGHT #
Amerivest: CS4-02261sb7@2

DATE ISSUED
April 03, 2025

ACRES 4.88, CD. 7993-A-3; SEC. 5; TWP. 17; RGE. 18 PTN. E1/2

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 1 of plat/short plat Fahlgren Short Plat SP-24-00010.

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

I understand that:

- 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.


Initials


Initials

I have read and understand the statements listed above.

Property Owner Signature:  Date: 3-28-25

NOTARIZED STATEMENT

I, Michael Fahlgren (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: M. Fahlgren Property Owner(s)
Print Name: Michael Fahlgren Property Owner(s)

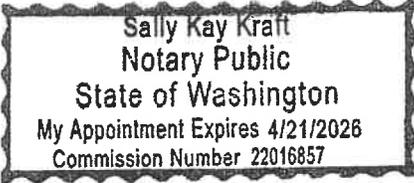
I, _____ (the property owner) appoint, _____ as an authorized agent to represent my interest.

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 28 day of March, 2025 personally appeared before me, _____ who is personally known to me whose identity I proved on the basis of WDL _____ 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.

Michael Fahlgren 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



Sally Kay Kraft
Notary Public in and for the State of Washington,
Residing in: Ellensburg
My commission expires: 4/21/26

REVIEWED

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JUL 24 2025

JUN 27 2025

Kittitas County CDS

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KITTITAS COUNTY TREASURER

INITIALS:

[Handwritten initials]

\$306.50 Agreement FAHLGREN
Kittitas County Auditor



Michael Fahlgren
1421 Hanson Rd
Ellensburg, WA. 98926

TWO PARTY SHARED WELL WATER USERS AGREEMENT

Well ID Number: none, never had one

Serves Parcel Number: CD. 7993-A-3; SEC. 5, TWP. 17; RGE. 18 PTN. E 1/2

Lot Number: 1 of 2 Subdivision

Physical Address: 1421 Hanson Rd

AND

Parcel Number: TBD

Lot Number: 2 of 2 Subdivision

Physical Address: TBD, for short plat SP-24-00010

Ownership of the Well and Waterworks

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well and water system to be constructed. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

Cost of Water System Construction

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests.

Cost of Maintenance of Water System

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described.

Water Line Easements

Michael & Mary Eileen Fahlgren CD. 7993-A-3; Sec. 5, TWP. 17; RGE. 18 PTN. E 1/2,
(owner name and parcel #, name of subdivision, and lot number containing the well) Lot # 1

GRANTS

Michael and Mary Eileen Fahlgren, TBD short plat SP-24-00010, Lot # 2
(owner name, parcel #, name of subdivision, and lot number adjacent to well)

An easement for the use and purpose of conveying water from the well to the property of

Michael and Mary Eileen Fahlgren CD. 7993-A-3; Sec. 5, TWP. 17, RGE. 18 PTN. E 1/2,
(owner name, parcel #, name of subdivision, and lot number adjacent to well). Lot # 1

Said easement shall be five (5) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to shared property line. No new permanent type of building shall be allowed to be constructed upon the water line easement except as needed for the operation of the well and water system.

Maintenance and Repair of Pipelines

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or sewage disposal drain field lines.

Prohibited Practices

The parties herein, their heirs, successors and/or assigns, will not construct any potential source of contamination, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for two-party domestic use. Any potential source of contamination may include but is not limited to: septic drainfields, sewer lines, underground storage tanks, feed stations and/or grazing animal pens where manure can accumulate, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. New structures and/or barns shall meet required setbacks and not harbor any potential source of contamination. The parties will not cross connect any portion or segment of the water system with any other water source or waste water disposal outlet without prior written approval of the Kittitas County Public Health Department and/or other appropriate governmental agency.

Provisions for Continuation of Water Service

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with water supply requirements of the State of Washington and Kittitas County. In the event that the quality or quantity of water from the well becomes unsatisfactory the parties shall develop a new source of water. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

Restriction on Furnishing Water to Additional Parties

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties, or dwelling without prior consent of both property owners and written approval from the Kittitas County Public Health Department.

Restriction on Water Use

Use restrictions are set at the time of water budget neutral determination and associated with the parcel. The amount of water allowed is recorded on the deed of the parcel and may be monitored and recorded depending on the source of the water rights. Water use for the lots referenced within this agreement are _____ acre feet/year for parcel # _____ and _____ acre feet/year for parcel # _____. (Include indoor and outdoor use restrictions).

Termination of this Agreement

This agreement may be revoked at any time; however, it may not be revoked without each property obtaining a sufficient acceptable potable water source and prior consent of both property owners. Termination of this agreement shall require the property owners to provide: 1) proof of a notarized revocation of this agreement and 2) proof of the potable water source for each property to the Kittitas County Health Department for review and approval. After, review and approval by the health department the property owners shall then file: 1) the notarized revocation of this agreement and 2) proof of the potable water source approved by the health department for each property at the Kittitas County Auditor's Office as a recorded document that runs with the title of the land.

Heirs, Successors, and Assigns

These covenants and agreements shall run with the land and 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.

Signed: Michael Fahlgren Mary Eileen Fahlgren
Owner(s) of Property with the Well

Print Name: Michael Fahlgren, Mary Eileen Fahlgren

State of Washington)
County of Kittitas)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 27th day of June, 2025, personally appeared before me

Michael Fahlgren, Mary Eileen Fahlgren to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

[Signature]
Notary Public in and for the State of Washington,
Residing in: Ellensburg, Kittitas County
My Commission Expires: Aug 3, 2026



Signed: Michael Fahlgren Mary Eileen Fahlgren
Owner(s) of Second Property Served by the Shared Well

Print Name: Michael Fahlgren Mary Eileen Fahlgren

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 27th day of June, 2025, personally appeared before me

Michael Fahlgren, Mary Eileen Fahlgren to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

[Signature]
Notary Public in and for the State of Washington,
Residing in: Ellensburg, Kittitas County
My Commission Expires: Aug 3, 2026

