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OCT 29 2025  
Kittitas County CDS

10/01/2025 02:19:55 PM  
\$305.50  
Water Right MCINTYRE  
Kittitas County Auditor

Page: 1 of 3  
202510010038



REVIEWED

OCT 01 2025

Upon Recording Return to:

TIMOTHY M & JANA M MCINTYRE  
11461 THRALL RD  
ELLENSBURG, WA 98926

KITTITAS COUNTY TREASURER

INITIALS:



# Water Mitigation Certificate

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

**GRANTOR** Kittitas County

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**GRANTEE** TIMOTHY M & JANA M MCINTYRE

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**MAP NUMBER** 17-20-29058-0002

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**SUBDIVISION** SAGEVIEW SHORT PLAT

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**UNIQUE WELL TAG ID #** APG-943

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**LEGAL DESCRIPTION**

**PERMIT #**  
WM-25-00052

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

**DATE ISSUED**  
September 30, 2025

ACRES 22.34; MCINTYRE SHORT PLAT 07-55, LOT 2; SEC 29, TWP 17, RGE 20

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 A1 of plat/short plat Sageview Short Plat SP-25-00002.

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.

*TM/JS*  
Initials

*TM/JS*  
Initials

I have read and understand the statements listed above.

Property Owner Signature: *[Signature]* Date: *SEP-12-25*

*[Signature]* 9-12-25

**NOTARIZED STATEMENT**

I, Timothy M. McIntyre / Jana M. McIntyre (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: [Signature] Property Owner(s)  
Print Name: Timothy M. McIntyre / Jana M. McIntyre 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 12<sup>th</sup> day of September, 2025, personally appeared before me, \_\_\_\_\_ who is personally known to me  whose identity I proved on the basis of Drivers Licenses \_\_\_\_\_ 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 M. McIntyre & Jana M. McIntyre 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



Amanda Gaines  
Notary Public in and for the State of Washington,  
Residing in: Ellensburg  
My commission expires: August 15<sup>th</sup>, 2028

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



**Name:** TIMOTHY & JANA MCINTYRE  
**Address:** 11461 THRALL RD  
ELLENSBURG, WA 98926

REVIEWED

OCT 01 2025

KITTITAS COUNTY TREASURER

INITIALS:

*(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 TIMOTHY & JANA MCINTYRE (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: 953188 (Lot A1 Sageview Short Plat)  
Address: 11461 THRALL 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 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:

For the County: Kittitas County Public Works  
Attn: Water Metering Program  
411 N Ruby St., Suite 1  
Ellensburg, WA 98926

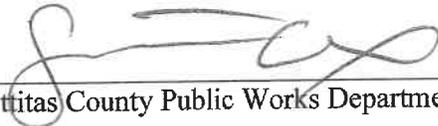
For the Owner: TIMOTHY & JANA MCINTYRE  
11461 THRALL RD  
ELLENSBURG, WA 98926

16. **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.
17. **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.
18. **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.
19. **Amendment.** No modification, change of terms, or amendment of this agreement shall bind either party unless in writing and signed by both parties.
20. **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.
21. **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.
22. **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 Works Department

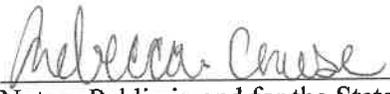
Dated: 09/30/2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITTITAS )

I certify that I know or have satisfactory evidence that Samantha Cox 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 30 day of September, 2025

(Notary Seal)

  
Notary Public in and for the State of Washington  
Residing at Kittitas Co.



**SIGNATURE PAGE:**

**FOR THE OWNER**

Timothy M. McIntyre / Jana McIntyre  
Signature

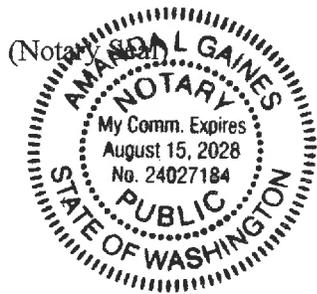
Timothy M. McIntyre / Jana McIntyre  
Printed Name

Dated: 9-12-25

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITTITAS )

I certify that I know or have satisfactory evidence that Jana M. McIntyre Timothy M. McIntyre 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 12 day of September, 2025



Amanda Graines  
Notary Public in and for the State of Washington  
Residing at Ellensburg

**EXHIBIT "A"**

**REAL PROPERTY DESCRIPTION**

Lot 2, of MCINTYRE SHORT PLAT, Kittitas County Short Plat No. SP-07-55, as recorded August 27, 2007, in Book I (i) of Short Plats, pages 231 and 232, under Auditor's File No. 200708270065, records of Kittitas County, State of Washington; being a portion of the Southwest Quarter of Section 29, Township 17 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

RECEIVED  
OCT 29 2025  
Kittitas County CDS