

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

Name: _____

Address: _____

(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 _____ (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: _____

Address: _____

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: _____

- 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.

FOR THE COUNTY

Dated: _____

Subscribed and sworn/affirmed to before me this this ____ day of _____, 20__.

Residing at

FOR THE OWNER

Printed Name

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

Subscribed and sworn/affirmed to before me this this ____ day of _____, 20__.

Notary Public in and for the State of Washington

Residing at

EXHIBIT “A”

REAL PROPERTY DESCRIPTION