

Amended and Restated Trust Water Right Agreement

This Trust Water Right Agreement is made and entered into as of the 29th day of April, 2016, by and between the Washington State Department of Ecology, Yakima River Basin Trust Water Rights Program ("Ecology") and Kittitas County, a political subdivision of the State of Washington ("Kittitas County").

A. WHEREAS, Ecology is the trustee of the Yakima River Basin Trust Water Rights Program as authorized under Chapter 90.38 RCW (the "Trust"); and

B. WHEREAS, Aqua Mitigation LLC, a Washington limited liability company ("Aqua") owned certain water rights in Manastash Creek, a tributary of the Yakima River as more particularly described and confirmed under Claim No. 01968 in the Conditional Final Order issued in Subbasin 11, dated June 14, 2001 in *Ecology v. Acquavella*, Yakima County Superior Court No. 77-2-01484-5 ("*Acquavella*"), as divided pursuant to that certain Order to Divide Water Right and Join Parties entered on October 14, 2010;

C. WHEREAS, the place of use and purpose of use of the water rights were changed from irrigation to instream flow in Change Application Nos. KITT-10-11 (CS4-01553sb11a) and KITT-10-12 (CS4-01968sb11a) approved by the Kittitas County Water Conservancy Board and approved by Ecology in its certain letter modifying the transfers dated April 8, 2011 and May 17, 2011 (the "Modification Letters"); and

D. WHEREAS, the water rights designated as Trust Water Right A in both of the Modification Letters have been sold to Ecology to be used in perpetuity for instream flow purposes; and

F. WHEREAS, the water rights identified as Trust Water Right B in both of the Modification Letters and set forth on Exhibits A-1 ("Williams Trust Water Right") and A-2 ("Amerivest Trust Water Right") to this Agreement (collectively, "the Mitigation Water Rights") have an authorized purpose of use for mitigation of future residential use; and

G. WHEREAS, Aqua and Ecology desired to place the Mitigation Water Rights in trust and establish the terms and conditions under which said Mitigation Water Rights may be used for mitigation purposes; and

H. WHEREAS, Aqua submitted Trust Water Right Applications to Ecology, WRTS File Nos. CS4-01553sb11a (KITT-10-11) and CS4-01968sb11a (KITT-10-12) (the "Applications"), to place the Water into the Trust for the purpose of enhancing instream flows, providing mitigation water to offset and allow for the permitting of new water rights to be used for any lawful purpose, and providing mitigation water to mitigate for current water uses within the Yakima River basin; and

I. WHEREAS, Ecology has accepted the Applications, has completed its examination of the extent and validity of the Water based on Kittitas County Water Conservancy Board Report of Examination, modified and confirmed by Ecology's Modification Letters and issued its Trust Water Right Report of Examination concerning the extent and validity of the Water (the "ROE") and its trust water certificate (the "Certificate"), which documents that determination, including quantification of the consumptive quantity associated with the right; and

J. WHEREAS, subject to the terms of this Agreement and the Applications, Ecology confirms that it is willing, able and authorized to hold the Water in the Trust and does accept the Water in trust for the intended purposes as provided for herein; and

K. WHEREAS, on August 9, 2011, Ecology and Aqua entered into a Trust Water Right Agreement for both the Williams and Amerivest Trust Water Rights, and on March 25, 2013, Ecology and Aqua entered into the First Amendment to Trust Water Right Agreement, which amended Paragraph 3 of the Trust Water Right Agreement dated August 9, 2011 (collectively "Aqua's Trust Water Right Agreement"); and

L. WHEREAS, on May 30, 2014, Aqua assigned its entire beneficial interest in the Williams Trust Water Right to Kittitas County and Ecology consented to said assignment on May 21, 2014;

N. WHEREAS, Ecology and Kittitas County now desire to have Kittitas County's beneficial interest in the Williams Trust Water Right subject to this separate Trust Water Right Agreement between Ecology and Kittitas County;

O. WHEREAS, on January 8, 2015, Aqua assigned a portion of its beneficial interest in the Amerivest Trust Water Right to Kittitas County and in said assignment, Aqua retained 0.815 consumptive acre-feet and assigned 67.203 consumptive acre-feet per year to Kittitas County and Ecology consented to said assignment on May 21, 2014; and

M. WHEREAS, Ecology and Aqua have amended and restated Aqua's Trust Water Right Agreement so that a separate Trust Water Right Agreement applies to the 0.815 consumptive acre-feet of the Amerivest Trust Water Right retained by Aqua; and

N. WHEREAS, Ecology and Kittitas County now desire to have Kittitas County's beneficial interest in the 67.203 consumptive acre-feet per year under Aqua's Trust Water Right Agreement that was assigned to Kittitas County be separated from Aqua's Trust Water Right Agreement and subject to this separate Trust Water Right Agreement between Ecology and Kittitas County.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings as hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, Ecology and Kittitas County hereby agree as follows:

1. The purpose of this Agreement and the primary reason Kittitas County is willing to have its beneficial interest in the Water remain in the Trust is to provide senior water rights as off-setting mitigation that will allow Kittitas County or third parties to apply for and receive new ground water withdrawal or surface water diversionary permits within the Yakima River basin. An additional purpose of this agreement is to place water into Trust to provide a senior water right as offsetting mitigation that will allow Kittitas County or a third party to apply for and receive mitigation for existing groundwater withdrawals or surface water diversion permits. These water rights will be mitigated by way of a permanent designation of such portion of Kittitas County's beneficial interest in the Water in Trust as reasonably required to ensure no impairment to the total water supply available in the Yakima River ("TWSA") or other water rights; provided that any portion of such mitigation may also be provided by other means.

2. This Agreement shall be effective upon its mutual execution. The term of this Agreement shall then be for so long as any portion of the Water remains in the Trust (the "Term").

3. The process for Kittitas County's sale of any uncommitted Water in Trust to third parties, and the corresponding issuance of mitigated permits or water budget neutrality determinations by Ecology, shall be as follows:

3.1 The process for Kittitas County to identify recipients of mitigation credits and for Ecology to issue Water Budget Neutral Determinations for a single domestic use that is exempt from the groundwater permit requirement in RCW 90.44.050 within the green zone for the Williams Trust Water Right and the Amerivest Trust Water Right (this process, also known as "Over-the-Counter Mitigation," is further described in Exhibit B to this Agreement) shall be as follows:

3.1.1 Upon the filing of an application for a Kittitas County Water Mitigation Certificate, Kittitas County shall follow the process set forth in Exhibit _ to this Trust Water Right Agreement. Kittitas County's review of whether the application is eligible for mitigation as a single domestic use exempt from the groundwater permit requirement in RCW 90.44.050, will follow the process set forth in Exhibit C to this Trust Water Right Agreement.

3.1.2 If Kittitas County determines that the application for a Kittitas County Water Mitigation Certificate is eligible as a single domestic use exempt from the groundwater permit requirement in RCW 90.44.050 and is located within the green zones of the Williams and Amerivest Trust Water Rights, Kittitas County shall determine whether mitigation will be provided through one of the following two packages:

Package A: Indoor use only, limited to 275 gallons per day annual average withdrawal. Package A is mandatory for any parcel which has access to irrigation water. This package does allow some incidental outdoor water use for washing windows, washing cars, etc. The total consumptive use for each Package A mitigation credit is estimated to be .100 acre-feet per year.

Package B: Indoor use, limited to 275 gallons per day annual average withdrawal, and up to 500 square feet of outdoor use, limited to 25 gallons per day annual withdrawal, for total maximum 300 gallons per day annual average withdrawal. Package B is mandatory for any parcel which does not have access to irrigation water. The total consumptive use for each Package B mitigation credit is estimated to be .128 acre-feet per year.

3.1.3 Kittitas County shall not issue more than 40 package A mitigation certificates and 81 package B mitigation certificates from the Williams Trust Water Right and not more than 26 package A mitigation certificates and 52 package mitigation certificates from the Amerivest Trust Water Right pursuant to the process set forth in this section 3.1, unless and until Kittitas County has obtained review by the Water Transfer Working Group and approval from Ecology for any changes to these maximum numbers.

3.1.4 Any water mitigation certificate issued by Kittitas County shall contain the following conditions of approval:

1. Water use is to be made within Parcel No. [XXXXXX] located within the [XX ¼ XX ¼] of Section [XX], T. [XX] N., R. [XX] E.W.M.
2. In-home water use is [1] connection, resulting in a consumptive use of [0.100] ac-ft/yr.
3. Outdoor irrigation is 0.011478 acres (500 square feet), resulting in a consumptive use of [0.028] ac-ft/yr.
4. The proposed well will be located in Parcel No. [XXXXXX], located within the [XX ¼ XX ¼] of Section [XX], T. [XX] N., R. [XX] E.W.M.
5. Water use shall be recorded and reported as required under WAC 173-539A-070 and as described in the Advisory Letter enclosure for those projects subject to the Upper Kittitas County Rule; and under KCC Chapter 13.35 for those properties subject to water budget neutral requirements based on the Kittitas County Code.
6. You will record with the Kittitas County Auditor a property covenant that restricts or prohibits trees or shrubs over a septic drainfield on Parcel No. [XXXXXX].
7. Kittitas County Public Health will record with the Kittitas County Auditor Mitigation Certificate and Affidavit, substantially similar in form and content to the sample attached as Exhibit D, under which the applicant obtains an interest in Trust Water Right No. [XXXXXXXXXX] to offset consumptive use as described in this letter.
8. [If necessary] You will pay to Ecology the sum of [\$XXXX] which represents a proportionate amount of the payment due and owing to the United States for storage and delivery of water under Paragraph 15(a) of the applicable version of the Water Storage and Exchange Contract No. 09XX101700, between the USBR and Ecology, Yakima Project, Washington. The consumptive use of [XXXX acre-feet] from September 1 through March 31 is subject to the terms and conditions in the Water Storage and Exchange Contract No. 09XX101700.
9. Any valid priority calls against the Trust Water Right identified in paragraph 7 above based on local limitations in water availability and/or impairment of senior rights, shall result in temporary curtailment of the use of water under this program until the priority call for water ends. The approval of groundwater mitigation through this program does not eliminate the right or ability of any person or entity to protect senior water rights from impairment.

3.1.5 In addition, Kittitas County will impose the following conditions on well construction and location for wells drilled pursuant to a water mitigation certificate issued pursuant to the process set forth in section 3.1:

For wells 600 feet or closer to Type 1 and Type 2 stream and rivers, and natural wetlands, creeks, lakes, and ponds, the following criteria must be met:

A. When feasible, wells must be set back 100 feet or more from the surface water body and adhere to the following:

1. Wells must be cased a minimum depth of 5 feet into the first consolidated layer or formation, or until the casing is refused by the formation (casing refusal); and
2. Wells must be drilled past the first consolidated layer or formation and into a water-bearing zone; and
3. Wells shall have a minimum bentonite or other equivalent seal of 18 feet, or be constructed in an equivalent manner consistent with Chapter 173-160 WAC.

B. In instances where the 100 foot minimum set back requirement cannot be met, in addition to A(1) and A(2), the well shall have a bentonite or other equivalent seal down to the first consolidated layer.

3.1.6 Ecology and Kittitas County agree that Kittitas County will impose on all water mitigation certificates issued under the provisions contained in section 3.1 of this Trust Water Right a fee in the amount of \$500 to be dedicated to two in-lieu fee programs: (A) Watershed Management and (B) Water Supply Improvements, which are further described in Exhibit B.

3.1.7 Kittitas County will track the number of water mitigation certificates issued by Kittitas County as such certificates are issued. Kittitas County shall provide a report to Ecology twice annually, with the first report being provided no later than March 1, and the second on September 1. Each report will include at least the following information: number of permits issued, maps with the parcel location and number of each building permit, comparisons of projections vs. actual data, and a list of the certificate numbers authorized by Kittitas County's program and the corresponding parcel to which each is attached. Kittitas County will also provide the report with the same information to the Water Transfer Working Group in April and October of each year.

3.1.8 Ecology will publish the reports of the Kittitas County water banks, described above in 3.1.7, on its agency website for public information on Yakima Basin water banks.

3.1.9 In addition to the reports described in 3.1.7, Kittitas County will provide Ecology with current mitigation certificate information upon request at any time. Such information is also subject to review by the Water Transfer Work Group. Ecology and Kittitas County will

work with the Water Transfer Work Group to ensure that mitigation continues to meet the intended goals in light of changing circumstances such as low water availability due to drought or other meteorological changes, unanticipated impacts on individual streams or subbasins, or unforeseen patterns of development density that result in disparate impact to the resource.

3.2 Notwithstanding the process described above in paragraph 3.1, Kittitas County may propose or enter into a contract with a third party to provide a portion of the Williams or Amerivest Trust Water Right as mitigation on such terms consistent with this Agreement as Kittitas County may elect, Kittitas County or such third party shall make applications to Ecology (or, if appropriate, to a water conservancy board) for a water budget neutrality determination or to appropriate surface or ground water at the desired location and for the intended use and quantities, together with all regularly required supporting information (each, hereinafter a "New Application"). As part of the New Application, Ecology will assist in designating the specific quantity of the the Williams or Amerivest Trust Water Right as required to offset the consumptive loss associated with the uses described on the New Application.

3.2.1 Ecology will process the New Application in accordance with applicable law, utilizing such portion of the Water in Trust as reasonably needed under the quantity allocation set out in Exhibit _ which, together with any other proposed mitigation measures, shall reasonably offset the impacts of such new withdrawal.

3.2.2 If necessary or appropriate, Ecology will complete a Water Transfer Working Group ("WTWG") project description and will present it to the WTWG. Ecology, in consultation with the U.S. Bureau of Reclamation, will determine if some or all of the Water that Kittitas County or the third party applicant designates would be assigned to the Reclamation-Ecology storage and delivery exchange contract.

3.2.3 Ecology will investigate the New Application and recommend issuance or denial of a permit or a determination of water budget neutrality based on applicable policy, rules, and law. Ecology's review of New Application shall also include the following considerations:

3.2.3.1 In order to develop and confirm performance standards as set forth in any respective report of examination or determination of water budget neutrality, Ecology and such third party shall provide information to reasonably show or estimate, as the case maybe, that the consumptive uses of the proposed project, when offset by the mitigation water allocated from the Trust and any other proposed mitigation measures, do not increase the consumptive use of water.

3.2.3.2 With regard to domestic uses and so long as withdrawals are metered to users; and the subject project is, or will be made, subject to covenants, conditions and restrictions which impose water use restrictions for both inside and outside purposes which will be recorded against the project; and reasonable water use enforcement provisions are provided; and return flows are provided for through an approved septic or other waste treatment facility reasonably designed to infiltrate

treated water in the general area from which it is being withdrawn, the allocation of Trust Water for mitigation shall be at a rate of not more than 0.128 acre-feet consumptive use (275 gallons per day annual withdrawal for indoor use, and up to 500 square feet of outdoor use, limited to 25 gallons per day annual withdrawal, for total maximum 300 gallons per day annual withdrawal) per equivalent residential unit ("ERU"), or such other amount as required by the Kittitas County Department of Health for serving a residential dwelling.

3.2.3.3 Ecology's permit or determination of water budget neutrality relative to a New Application will specify the conditions and limitations on the use of water in a manner consistent with the Water held in the Trust Water Rights Program as mitigation. Conditions relating to measuring and reporting water use and for reimbursement of any Ecology costs to administer the Reclamation-Ecology Exchange Contract will also be included in the permit.

- 3.2.4 If issued, Ecology's permit or determination of water budget neutrality relative to a New Application will specify the conditions and limitations on the use of water in a manner consistent with the Water held in the Trust Water Rights Program as mitigation.
- 3.2.5 If all or a portion of the Water is deemed adequate to fully mitigate a New Application, then the third party, upon receipt of final approval from Kittitas County of its land use applications for development of the real property that is the intended place and purpose of use of the New Application, and exhaustion of all applicable appeal periods thereof, the third party applicant (beneficiary of the Water) shall execute such documentation as necessary to irrevocably and perpetually commit the Water to Trust for purposes of offsetting the New Application.
- 3.2.6 If Ecology intends to issue an ROE for a New Application, it will publish the draft ROE on its internet site. If Ecology intends to issue a determination of water budget neutrality, it shall notify Kittitas County. If the form and substance of the draft ROE or water budget neutrality determination is acceptable to Kittitas County or the third party, Kittitas County or the third party applicant promptly shall cause an escrow to be opened for such transaction at the Escrow Agent. All escrow costs shall be borne by Kittitas County, or as otherwise set forth in the written escrow instructions or sale agreement between Kittitas County and the third party. Kittitas County and any third party having the right to do so under an agreement with Kittitas County, may, at any time prior to closing of escrow and without cause or penalty, withdraw the New Application or otherwise prevent any allocation of any portion of the Water to such transaction.
- 3.2.7 Kittitas County shall have the right at any time to withdraw an Application, terminate this Agreement and remove from the Trust any portion of the Water that has not been permanently allocated as mitigation of other water uses as set forth in this Agreement.

3.2.8 The escrow may close within thirty (30) days of the occurrence of the last of the following events: mutual execution of all agreements and documents contemplated by or collateral to this Agreement; Kittitas County's deposit of an executed document in a form acceptable to Ecology permanently allocating a portion of the then available and unallocated Water in the Trust to the proposed purpose as set forth in the New Application; the giving of all requisite public notices for actions contemplated by such transaction; deposit of the ROE and the new water right permit, each in form and content acceptable to Kittitas County and such third party, if any; the expiration of all notice, comment and appeal periods related to the full implementation of this Agreement, the ROE, and the new water right permit; and the deposit of all monies, documents and things relevant and necessary to conclude the transaction between Kittitas County and any third party. All escrow costs shall be shared equally between Kittitas County and the third party. Kittitas County, and any third party having the right to do so under an agreement with Kittitas County, may, at any time prior to closing of escrow and without cause, withdraw the New Application or otherwise prevent any allocation of any portion of the Water to such transaction.

4. During the Term, Ecology shall hold and manage the Water in trust pursuant to chapter 90.42 RCW and this Agreement as a part of the TWSA. Ecology:

4.1 Shall take no position and make no assertions that the quantities and beneficial use of the Water is other than as stated in Exhibits A-1 and A-2, and this representation shall also apply to any Water removed from the Trust;

4.2 Shall, in addition to the protections against relinquishment in RCW 90.03.380, 90.03.615 and 90.14.140, at all times during the Term manage, maintain, preserve and protect for the benefit of Kittitas County and its successors, designees and assigns all aspects and attributes of the Water as quantified in Exhibits A-1 and A-2, including, but not limited to, the priority date, the total diversionary right, instantaneous quantity, and annual consumptive quantity from impairment, challenges, claims and relinquishment;

4.3 Shall process all New Applications where portions of the Water is proposed as mitigation and shall take all steps necessary to comply with any restrictions imposed by other agreements to which Ecology may be subject, including, but not limited to memorandums of agreement and groundwater moratoriums or subsequently enacted water right processing rules; and

4.4 Shall not assess or charge Kittitas County any costs or fees for maintaining the Water in the Trust; provided that Ecology may charge Kittitas County or third parties its regular costs and fees for water right applications, transfers and investigations or costs attributable to assignment of a portion of the Water to Ecology's USBR contract for storage and exchange contract.

5. In keeping with the purpose of this Trust Water Right Agreement and as a material part of the consideration for this Agreement upon which its execution is dependent:

5.1 Kittitas County makes the following undertakings, representations and warranties to Ecology:

- 5.1.1 Kittitas County is a political subdivision of the State of Washington duly formed and authorized and fully able to enter into and perform all its obligations in this Trust Water Right Agreement according to its terms.
 - 5.1.2 Upon its full execution, this Agreement is binding upon Kittitas County in accordance with its terms.
 - 5.1.3 Kittitas County shall use its best efforts to fully and timely perform its obligations and actions contemplated by this Trust Water Right Agreement.
- 5.2 Ecology makes the following undertakings, representations and warranties to Kittitas County:
- 5.2.1 Ecology is a division of the State of Washington duly formed and authorized and fully able to enter into and perform all its obligations in this Trust Water Right Agreement according to its terms.
 - 5.2.2 Each individual executing this Trust Water Right Agreement on behalf of Ecology is duly authorized to execute and deliver this Trust Water Right Agreement.
 - 5.2.3 Upon its full execution, this Trust Water Right Agreement is binding upon Ecology in accordance with its terms.
 - 5.2.4 Ecology shall use its best efforts to fully and timely perform its obligations and actions contemplated by this Trust Water Right Agreement.

6. If either party defaults in its obligations under this Trust Water Right Agreement; or if this Trust Water Right Agreement, or a material portion thereof, be declared illegal or unenforceable; or, if either party, through no fault or action by such party, should be incapable or prevented from performing any material obligations or actions, the non-defaulting party in the event of a default or either party in any other event shall have the right to the following:

- 6.1 As the computation of damages may be difficult, continue this Agreement and bring an action to specifically perform this Trust Water Right Agreement.
- 6.2 Declare the Agreement null and void, whereupon the parties shall cooperate to end the trust water right relationship in an orderly manner as follows:
 - 6.2.1 Kittitas County shall identify all in-process designation agreements and inform Ecology of their status. Kittitas County shall not make representations regarding in-process designations and shall in each instance work with Ecology to determine whether an assignment should be completed. If Ecology agrees, the permit process will be completed promptly in accordance with applicable policies, rules, and law.
 - 6.2.2 Ecology shall promptly convey to Kittitas County or its designee the portion of the trust water right not yet designated and assigned as mitigation for individual ground water and surface water permits.

6.2.3 Each party shall be responsible for their own costs associated with ending the trust water right relationship in an orderly manner.

6.3 Pursue any other remedy now or hereafter available.

6.4 In no event shall the termination of this Trust Water Right Agreement alter or affect any Water previously allocated for mitigation or permits granted relative to New Applications.

7. This Trust Water Right Agreement may be assigned by Kittitas County upon the giving of written notice to Ecology. This Trust Water Right Agreement is binding upon and inures to the benefit of the parties to this Trust Water Right Agreement as well as upon and to the benefit of their respective heirs, personal representatives, assigns and other successors in interest.

8. Any notice or communication required by this Trust Water Right Agreement between Kittitas County and Ecology shall be given to the addresses set forth below:

To Ecology:

Water Resources Section Manager
Washington Department of Ecology
Central Regional Office
15 West Yakima Avenue, Suite 200
Yakima, Washington 98902-3452

To Kittitas County:

Kittitas County
Board of Commissioners
205 W 5th Avenue, Suite 108
Ellensburg WA 98926-2887

9. No provision of this Trust Water Right Agreement is severable from any and all other provisions of this Trust Water Right Agreement. Should any provision of this Trust Water Right Agreement be unenforceable for any reason outside the control of the parties and subject to the provisions of Paragraph 6.2, the party finding itself unable to enforce the provision may, at its sole discretion, declare this entire Agreement to be null and void.

10. If either party fails to exercise its rights under this Trust Water Right Agreement, it will not be precluded from subsequent exercise of its rights under this Trust Water Right Agreement. A failure to exercise rights will not constitute a waiver of any other rights under this Trust Water Right Agreement, unless stated in a letter signed by an authorized representative of the party and attached to the original Agreement.

11. Amendments to this Trust Water Right Agreement must be in writing and signed by an authorized representative of each of the parties.

12. Each party shall protect, defend, indemnify, and hold the other hold harmless from and against their respective acts and omissions and for all third party claims arising out of or related to this Trust Water Right Agreement.

13. This Trust Water Right Agreement will be governed and enforced under the laws of the State of Washington. Venue for any action arising under or related to this Trust Water Right Agreement shall be in Kittitas County, Washington.

15. If either party hereto is required to retain an attorney to enforce any provision of this Trust Water Right Agreement, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, arbitration matter or without resort to suit.

This Agreement is executed as of the date first above written.

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY:**

KITTITAS COUNTY:

By: Trevor Hutton
Print Name: Trevor Hutton
Its: Water resources section mgr.

By: Oliver D. O'Brien
Print Name: Oliver D. O'Brien
Its: ProCC chair

EXHIBIT A-1

(Williams Trust Water Right)

Court Claim No.: 01553
Claimant Name: Mitchell F. Williams and Julie A. Williams

Source: Manastash Creek
Use: Trust Water Rights Program

Period of Use: (1) April 1 – June 30
(2) July 1 – October 31

Quantity: (1) 0.047 cfs
(2) 0.024 cfs
and 14.1375 acre-feet/year of consumptive use

Priority Date: June 30, 1871

Point of Diversion: Does not apply as the water will no longer be diverted.

Place of Use: The primary reach is described as follows: within the ordinary high-water mark of Manastash Creek commencing at the Jensen and Keach Ditch Diversion, which is located 550 south and 650 feet east from the N $\frac{1}{4}$ corner of Section 14 within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, T. 17 N, R. 17 E.W.M. and ending at the confluence of Manastash Creek and Yakima River; and

The secondary reach is described as follows: commencing at the confluence of the Manastash Creek and Yakima River and terminating at the confluence of the Columbia River and Yakima River

Exhibit A-2

(Amerivest Trust Water Right)

Name: Amerivest Development LLC, a Washington limited liability company

Source: Manastash Creek

Use: Trust Water Rights Program

Period of Use: April 1 through October 31 for irrigation

Priority Date: June 30, 1874

Quantity: 0.234 cfs from April 1 through June 30; 0.118 cfs from July 1 through October 31; 71.753¹ acre-feet/year of consumptive use for irrigation

Point of Diversion: Not applicable because the water will be placed in trust

Place of Use: The primary reach is described as follows: within the ordinary high-water mark of Manastash Creek commencing at the Jensen and Keach Ditch Diversion, which is located 550 south and 650 feet east from the N¼ corner of Section 14 within the NW¼NE¼ of Section 14, T. 17 N, R. 17 E.W.M. and ending at the confluence of Manastash Creek and Yakima River; and

The secondary reach is described as follows: commencing at the confluence of the Manastash Creek and Yakima River and terminating at the confluence of the Columbia River and Yakima River

¹ 67.203 ac-ft of consumptive use is available for mitigation use by Kittitas County pursuant to this Agreement.

EXHIBIT B

Kittitas County Water Bank Over-the-Counter Water Budget Neutral Program Proposal

Statement of Need: On July 16, 2009, the Department of Ecology (“Ecology”) implemented Chapter 173-539A WAC (Upper County Rule) in Upper Kittitas County withdrawing all unappropriated groundwater. The rule was implemented to prevent unmitigated new uses of groundwater in the headwaters of the Yakima River Basin. Under the Upper County Rule, an exception is allowed for those appropriations of water that demonstrate water-budget neutrality through acquisition of a pre-1905 (or senior) water right and which do not impair fish and other aquatic life in local streams.

To provide water for new uses, several private water banks have been created in Kittitas County. While transfers of water from these banks to new users have been successful, the process has proved costly and time-consuming. Each proposed new use is reviewed individually by the Water Transfer Working Group (WTWG) prior to approval by Ecology, even though many of the proposed uses are for similar new groundwater uses within defined areas where mitigation through water banks has already been established.

On May 15, 2014, Kittitas County adopted new regulations outside of the areas of the County subject to Chapter 173-539A WAC and within the Yakima River Basin. The County regulations require water budget neutral mitigation for proposed new uses of groundwater and are to be implemented over time.

The first stage, in place today, requires new groundwater uses to mitigate for Total Water Supply Available (TWSA) and may be accomplished through a County-run program that is approved internally and issued “over-the-counter” based on set criteria. The second stage is to be in place by December 1, 2015 and will require full water-budget neutrality for new groundwater uses (similar to the requirements in the Upper County Rule).

The County’s regulations requiring water budget neutral mitigation will result in a significant increase in the number of water budget neutral reviews for the WTWG and Ecology. Following the current model in place for obtaining water-budget neutrality approval, each of the individual transactions would be required to be reviewed one-by-one by the WTWG and Ecology prior to approval. This will significantly increase the workload for the WTWG and Ecology resulting in increased costs and/or additional delays for applicants.

The Yakima River Basin, the area in Kittitas County which these new regulations are imposed, is fully-appropriated and scientific evidence has shown impacts to stream flows and surface water resources from groundwater pumping. Withdrawals of groundwater have an impact on instream flows in the Yakima River and its tributaries and as such, may impact more senior users, especially during low-flow periods. Impacts to more senior users include the rights of the Yakama Nation for water to sustain anadromous and resident fish and other aquatic life.

The Yakima River Basin spans three counties – Kittitas, Yakima, and Benton. The impacts from groundwater use on stream flows and senior water rights holders occur in all three counties within the basin, not just Kittitas. It is possible that other counties may implement measures to prevent impacts to senior water rights and instream flows. If so, the workload impact on Ecology and other water resource interests will increase even further.

Summary of Proposal: Kittitas County has acquired the existing William’s water bank and portions of the existing Roth, Clennon, and Amerivest water banks. The County is seeking to have the County-owned water rights in these four water banks approved by Ecology as water budget neutral mitigation for building permit applications that will be submitted to the County in the future. The County is proposing that the County’s four water bank water rights be reviewed by Ecology in advance and pre-approved through an Ecology decision as meeting the water budget neutral requirements of Chapter 173-539A WAC and provisions of the Kittitas County Code relating to Adequate Water Supply Determinations (AWSD).

This streamlining proposal is a component of the Settlement Agreement between the County and Ecology reached in the case before the Eastern Washington Growth Management Hearings Board. It would allow the County to issue over-the-counter approvals for groundwater mitigation as part of an AWSD during its building permit process. This proposal is specific to the County’s interests in the Roth, Clennon, Williams, and Amerivest water banks. If additional water rights and water banks are acquired by the County, they would require separate review and approval by Ecology to determine if the water rights or banks would be included in the over-the-counter mitigation program. Water rights held by non-County water banks should also be eligible for over-the-counter approval by Ecology and integration into the County’s program if owners of those water banks so choose. If so, other water banks would be required to submit necessary applications to Ecology and undergo separate review for this purpose.

Proposed Program Details

- 1. Time Period:** The County is seeking pre-approval by Ecology of water budget neutral decisions sufficient to meet projected building permit applications for a 10-year period.
- 2. Geographic Scope:** The over-the-counter mitigation approval process will apply only for uses in areas identified in mitigation suitability maps for each of the Roth, Clennon, Williams, and Amerivest water banks as green.
- 3. Applicant Eligibility:** Building permit applicants will be allowed to purchase an over-the-counter mitigation certificate from the County only for single domestic use that is exempt from the groundwater permit requirement in RCW 90.44.050. Mitigation may only be purchased in conjunction with the filing of an application for a residential building permit. Building permit applicants may use the over-the-counter program to obtain mitigation sufficient to meet the County’s AWSD requirements, and/or obtain additional water rights or mitigation through other water banks or through a water right transfer.

4. Water Use Limitation and Consumptive Use Estimate: New ground water uses allowed through the County's over-the-counter program will be limited to two basic packages. The packages/limitations are as follows:

Package A: Indoor use only, limited to 275 gallons per day annual average withdrawal.

Package A is mandatory for any parcel which has access to irrigation water. This package does allow some incidental outdoor water use for washing windows, washing cars, etc.

Package B: Indoor use, limited to 275 gallons per day annual withdrawal, and up to 500 square feet of outdoor use, limited to 25 gallons per day annual withdrawal, for total maximum 300 gallons per day annual withdrawal.

Package B is mandatory for any parcel which does not have access to irrigation water.

Multiple packages may not be purchased and applied to the same parcel without a building permit requiring mitigation for a new use of ground water. Based on these withdrawals, the total consumptive use for each Equivalent Residential Unit (ERU) is estimated to be .100 AF/y for Package A and .128 AF/y for Package B.

5. Conditions of Approval: Ecology's approval of the over-the-counter mitigation program will include the same nine (9) conditions included by Ecology in individually-reviewed water budget neutral decisions. The mitigation conditions will be a requirement of both Ecology's approval of the over-the-counter mitigation program and by the County in all AWSD decisions. The conditions will state as follows:

1. Water use is to be made within Parcel No. [XXXXX] located within the [XX ¼ XX ¼] of Section [XX], T. [XX] N., R. [XX] E.W.M.
2. In-home water use is [1] connection, resulting in a consumptive use of [0.100] ac-ft/yr.
3. Outdoor irrigation is 0.011478 acres (500 square feet), resulting in a consumptive use of [0.028] ac-ft/yr.¹
4. The proposed well will be located in Parcel No. [XXXXX], located within the [XX ¼ XX ¼] of Section [XX], T. [XX] N., R. [XX] E.W.M.
5. Water use shall be recorded and reported as required under WAC 173-539A-070 and as described in the Advisory Letter enclosure for those projects subject to the Upper Kittitas

¹ Outdoor irrigation allowed in Package B only.

County Rule; and under KCC Chapter 13.35 for those properties subject to water budget neutral requirements based on the Kittitas County Code.

6. You will record with the Kittitas County Auditor a property covenant that restricts or prohibits trees or shrubs over a septic drainfield on Parcel No. [XXXXXX].
7. Kittitas County Public Health will record with the Kittitas County Auditor an appropriate conveyance instrument under which the applicant obtains an interest in Trust Water Right No. [XXXXXXXXXX] to offset consumptive use as described in this letter.
8. [If necessary] You will pay to Ecology the sum of [\$XXXX] which represents a proportionate amount of the payment due and owing to the United States for storage and delivery of water under Paragraph 15(a) of the applicable version of the Water Storage and Exchange Contract No. 09XX101700, between the USBR and Ecology, Yakima Project, Washington. The consumptive use of [XXXX acre-feet] from September 1 through March 31 is subject to the terms and conditions in the Water Storage and Exchange Contract No. 09XX101700.
9. Any valid priority calls against the Trust Water Right identified in paragraph 7 above based on local limitations in water availability and/or impairment of senior rights, shall result in temporary curtailment of the use of water under this program until the priority call for water ends. The approval of groundwater mitigation through this program does not eliminate the right or ability of any person or entity to protect senior water rights from impairment.

In addition, to further protect senior water rights and decrease the potential influence on stream flows from new ground water withdrawals, the County will impose the following conditions on well construction and location for wells drilled after the approval of the over-the-counter mitigation program:

For wells 600 feet or closer to Type 1 and Type 2 stream and rivers, and natural wetlands, creeks, lakes, and ponds, the following criteria must be met:

- A. When feasible, wells must be set back 100 feet or more from the surface water body and adhere to the following:
 1. Wells must be cased a minimum depth of 5 feet into the first consolidated layer or formation, or until the casing is refused by the formation (casing refusal); and
 2. Wells must be drilled past the first consolidated layer or formation and into a water-bearing zone; and
 3. Wells shall have a minimum bentonite or other equivalent seal of 18 feet, or be constructed in an equivalent manner consistent with Chapter 173-160 WAC.

B. In instances where the 100 foot minimum set back requirement cannot be met, in addition to A.(1) and A(2), the well shall have a bentonite or other equivalent seal down to the first consolidated layer.

The County's approval of AWSD decisions and building permits will include all conditions agreed to by the County in the Settlement Agreement and adopted in County code, and the County's building permit decision will incorporate the conditions imposed by Ecology in its decision approving the over-the-counter mitigation program.

6. In Lieu Fee Mitigation Requirement: In addition to requiring water budget neutrality to satisfy the County's AWSD requirement, the County will impose an in-lieu fee mitigation requirement as part of its water banking program. A separate fee in the amount of \$500 will be collected by the County from all applicants utilizing the county's water banking program to obtain mitigation. The proceeds will be dedicated to two in-lieu fee programs: (A) Watershed Management and (B) Water Supply Improvements.

(A) Watershed Management. The Watershed Management program will utilize the funds to (1) assist the County, Ecology, and other Yakima Basin stakeholders in data collection and other work necessary to make management determinations in yellow zone sub-basins for all existing water banks throughout the County; and (2) to invest in tributary headwaters riparian corridor projects where such projects would provide functional in-kind restoration of stream flow conditions. With regard to the data collection element of the Watershed Management Program, many areas impacted by the County's regulations and the Upper County Rule lack good information to make appropriate management decisions. In those cases, the lack of information may result in over-cautious management decisions or no decisions at all.

The sub-basins will be prioritized based on current levels for rural users and historic demand trends for new users. The funds will be utilized to determine whether stream flows in the yellow zones are detrimentally affected by a reduction in stream flow resulting from new ground water extractions. One of the objectives of this program is to gather information to potentially re-classify yellow zones for all existing water banks as red or green with regard to the County's portfolio of trust water rights available for mitigation. There may be additional restrictions for any use that is subject to the "Exchange Agreement" between Reclamation and Ecology (see "Long-Term Water Storage and Exchange Agreement between the United States and the State of Washington Department of Ecology" Contract No. 09xx101700).

With regard to the riparian corridor projects element of the Watershed Management program, the County will disburse funds to the Kittitas Conservation Trust, Forterra, or other recipients agreed to by Ecology and the County, for the exclusive purpose of funding flood plain function and riparian condition improvements in the Yakima River tributaries in Kittitas County.

(B) Water Supply Improvements. The Water Supply Improvements program will allocate funding to provide water supply through mitigation programs or other

strategies in areas where no mitigation currently exists. Addressing red zones within the County for existing water banks may be prioritized in phases based on current numbers of rural users and projected demand trends for new users. Priority will be given to projects in these areas that will improve or create a water budget for new withdrawals.

7. Allocation Among Water Banks: Water bank water rights held by the County in the Roth, Clennon, Williams and Amerivest water banks will be allocated for use only in the specific green zone areas in Kittitas County for each water bank based on the expected location of building permit applications within the County, and the locations in which water bank water rights are already eligible to provide mitigation. The County's building permit location projections are based on the County's review of the location of building permit applications from 2008 to the present day, and the number of existing parcels eligible for rural residential development. The County is seeking allocation of the County's Roth, Clennon, Williams and Amerivest water bank water rights for the total number of ERUs within each water bank's green zones, as indicated below:

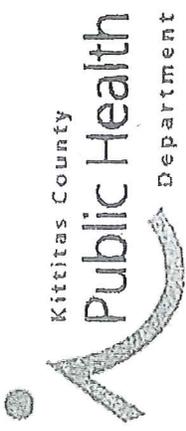
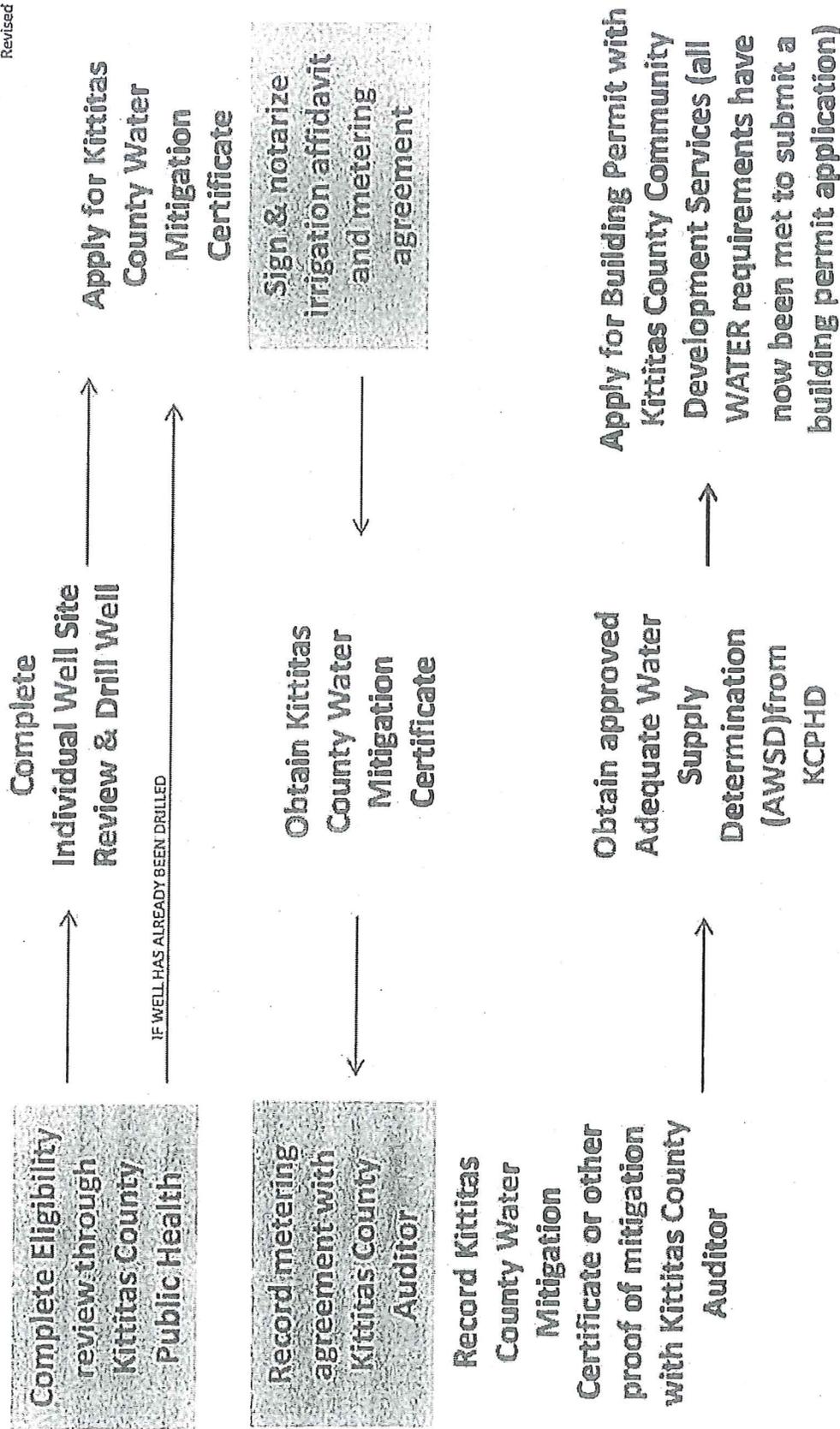
Water Bank	Number of Building Permits/ERUs Expected 2016 to 2025	Total Quantity of Mitigation (CU AF/y)	Total Quantity of County Water Currently Available (CU AF/y)
Roth & Clennon	203 (67 pkg A/ 136 pkg B)	23.776	23.783
Williams	121 (40 pkg A/ 81 pkg B)	14.138	14.196
Amerivest	78 (26 pkg A/ 52 pkg B)	9.263	67.203

See Attachment A for maps showing the distribution of these ERUs across the existing green zones of these water banks, divided among specific drainage areas, and a table providing 10 year development projections.

8. Reporting by County: The County's annual report to Ecology will include information as to whether the rate and location of building permit applications are below, at, or above the projections relied upon in Ecology's approval. In addition, the County will report to the WTWG in April and October of each year and will include the following information: number of permits issued, maps with the parcel location and number of each building permit, comparisons of projections vs. actual data, and a list of the certificate numbers authorized by the County's program and the corresponding parcel to which each is attached.

9. Over-the-Counter Approval of Other Water Bank Water Rights: The County's over-the-counter water mitigation program is not intended to be limited to water rights held by the County. The County welcomes having other water right holders interested in integrating the issuance of water budget neutral decisions for their water mitigation certificates in the County's over-the-counter process. However, other water right holders must seek Ecology approval for inclusion of water budget neutral decisions that those water right holders would like to have integrated into the County's over-the-counter process independent of this proposal.

EXHIBIT C



Kittitas County Water Bank Process Flow Chart

New process

Existing process



To Protect and Promote the Health and the Environment of the People of Kittitas County

Tracking #: _____
Date Accepted: _____
Accepted By: _____

Kittitas County Water Bank Eligibility Review

Incomplete applications, including applications without the proper documentation, will not be accepted. KCPHD will return incomplete applications to the applicant. All applicable fees may be non-refundable.

- Please provide a parcel map
- Site plan following Unified Site Plan guidelines. Unified Site Plan can be found at <http://www.co.kittitas.wa.us/uploads/cds/building/informational-bulletins/Residential%20submittal%20requirements/B-002%20-%20Unified%20Site%20Plan.pdf>

<p>OWNER OF RECORD: _____</p> <p>MAILING ADDRESS: _____</p> <p>CITY, STATE, ZIP: _____</p> <p>PROJECT LOCATION: _____</p> <p>PROJECT CITY, STATE, ZIP: _____</p>	<p>PHONE #: _____</p> <p>PARCEL #: _____</p> <p>E-MAIL: _____</p> <p>LOT #: _____ ACREAGE SIZE: _____</p> <p>NAME OF SUBDIVISION (IF APPLICABLE): _____</p> <p>TYPE OF PROPOSED WELL: <input type="checkbox"/> INDIVIDUAL WELL <input type="checkbox"/> SHARED WELL</p>
<p>PROPOSED PROJECT DESCRIPTION: _____</p>	

The eligibility review remains valid only if the facts asserted and governing law do not change, and expires within (1) year of issuance. All applicable fees may be non-refundable.

Revised 07.2015

OFFICIAL USE ONLY

Review of Application:

TRACKING #: _____

Is the subject parcel part of green, yellow or red zone for the Kittitas County Water Bank? Green Yellow Red

Parcel is in a Kittitas County Water Bank green zone and is eligible for Over the Counter mitigation. Yes No

Parcel is in a Kittitas County Water Bank green zone and is required to obtain a groundwater permit for Kittitas County Water Bank mitigation. Yes No

Parcel is in a Kittitas County Water Bank yellow zone and is required to go through the Water Transfer Working Group to obtain Kittitas County Water Bank mitigation. Yes No

Parcel is in a Kittitas County Water Bank yellow zone and is required to obtain a ground water permit for Kittitas County Water Bank mitigation. Yes No

COMMENTS:

Reviewed By: _____ Date: _____

Based on the above information provided, and the best information available at this time, this parcel is eligible for the following mitigation option:

- Over the counter mitigation certificate
- Ground water permit mitigation
- Water Transfer Working Group review for mitigation

Review Date: _____



PROJECT ELIGIBILITY REVIEW

LAND USE FILE #: _____

LAND USE FILE NAME: _____

MAP ID #: _____

PARCEL #: _____

RECORDING #: _____

FINAL APPROVAL DATE: _____

1. Did this project receive final approval prior to March 28, 2002? Yes No

If "yes" check "no" in box at bottom of the page, ground water permit not required.
If "no" proceed to question 2.

2. Is the project part of a plat or segregation that contains more than 14 lots? Yes No

If "yes", check "yes" in box at the bottom of the page, ground water permit is required.
If "no" proceed to question 3.

3. Did the common larger (parent) project, from which this project was created, have any of the following in common with another project in close proximity (Within 500 feet) to the common larger (parent) project?

- Yes No a. Common and/or overlapping ownership?
- Yes No b. Joint or substantially similar SEPA review?
- Yes No c. Coordinated development schedules?
- Yes No d. Use of the same developer, architect, or builder?
- Yes No e. Common use of roads, utilities, fire/emergency access, or other infrastructure?

If answer is "no" to all of the above, check "no" in box at bottom page, ground water permit not required.
If answer is "yes" to any of a-e above, project is part of a group use. Proceed to question 4.

4. If this parcel is determined to be part of a group water use according to question 3:

How many parcels are included in the total combined development? LOT # _____

Is the combined number of parcels greater than 14? Yes No

Is this parcel making up greater than 14 lots with final approval within 5 years of one another? Yes No

If "no" to any of the above in question 4, check "no" in box at bottom of the page, ground water permit not required.
If answer is "yes" to all of the above in question 4, check "yes" in box at bottom of page, ground water permit is required.

Does this project's total proposed water use and purpose require a groundwater permit?

Yes No

NOTES: _____



To Protect and Promote the Health and the Environment of the People of Kittitas County

Application for Individual Well Site Review

INCOMPLETE APPLICATIONS, INCLUDING APPLICATIONS WITHOUT THE PROPER DOCUMENTATION, WILL NOT BE ACCEPTED.

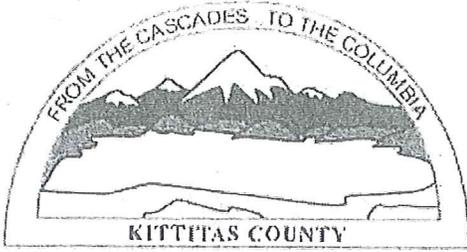
PLEASE PROVIDE A SITE PLAN FOLLOWING THE UNIFIED SITE PLAN GUIDELINES: THE UNIFIED SITE PLAN CAN BE FOUND AT
<http://www.co.kittitas.wa.us/cds/bullding.asp>

IT IS REQUIRED TO LABEL DISTANCES FROM PROPOSED WELL TO SURFACE WATER BODIES, PROPERTY LINES,
 AND PROPOSED OR EXISTING DRAIN FIELDS.

OWNER NAME: _____	PHONE #: _____
MAILING ADDRESS: _____	TAX PARCEL #: _____
CITY, STATE, ZIP: _____	E-MAIL: _____
PROJECT LOCATION (ADDRESS): _____	WELL DRILLER NAME: _____
SUBDIVISION NAME (IF APPLICABLE): _____	WELL DRILLER EMAIL: _____
	ACREAGE SIZE: _____ LOT #: _____
PLEASE DESCRIBE PROPOSED PROJECT: _____	
PURPOSE OF PROPOSED WELL: <input type="checkbox"/> NEW RESIDENTIAL/DOMESTIC USE <input type="checkbox"/> REPLACEMENT <input type="checkbox"/> STOCK WATERING OR INDUSTRIAL <input type="checkbox"/> OTHER: _____	DOES THE APPLICANT INTEND TO USE THE KITTITAS COUNTY WATER BANK FOR THIS PROPOSED WELL? <input type="checkbox"/> YES <input type="checkbox"/> NO
INDIVIDUAL WELL SITE REVIEW FEE : \$170	

THE INDIVIDUAL WELL SITE REVIEW REMAINS VALID ONLY IF THE FACTS ASSERTED AND GOVERNING LAW DO NOT CHANGE, AND EXPIRES WITHIN (1) ONE YEAR OF ISSUANCE. ALL APPLICABLE FEES MAY BE NON-REFUNDABLE.

EXHIBIT D



Return To:

DATE ISSUED
EDEN PERMIT # sample
CERTIFICATE ID # 69

KITTITAS COUNTY WATER MITIGATION CERTIFICATE

GRANTOR	KITTITAS COUNTY
GRANTEE FIRST NAME	GRANTEE LAST NAME
sample	sample
MAP PARCEL #	20-20-20000-0002
ABBREVIATED LEGAL DESCRIPTION	sample

Full legal description attached

SITE ADDRESS sample
CITY sample STATE WA ZIP sample

This Certificate is issued for 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 of non-commercial lawn and/or garden. The daily maximum withdrawal allowed on any given day is 900 gallons per day, as long as the annual average is not exceeded.

This Certificate must be recorded with the Kittitas County Auditor's office.

This Certificate is for use on the above mentioned parcel only and is not transferable for use at other locations or for any other uses.

ISSUED BY sample

Regulatory Authority

Health Officer



APPENDIX A

AFFIDAVIT OF IRRIGATION WATER AVAILABILITY

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I, _____, the undersigned, do hereby affirm and attest to the following:

- 1) I am a citizen of the United States of America and of the State of Washington, over the age of 18 years, and competent to make this affidavit.
2) I am the owner of certain real property located in Kittitas County, Washington, with a physical address and/or parcel number of:

Parcel Number: _____
Address: _____

3) I declare that:

- The above described property has access to an irrigation water supply for outdoor use (please check one of the boxes below). (Package "A")
- Adequate water right for irrigation purposes
- Accessible water shares from an irrigation district
- Previously established beneficial use under permit exemption for irrigation purposes up to one half acre
The above described property does not have access to an irrigation water supply for outdoor use (please check one of the boxes below). (Package "B")
- No water rights for irrigation purposes available
- No access to water rights for irrigation purposes

4) I further declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

EXECUTED this ___ day of _____, 20___ at _____, Washington.

Affiant Signature

SUBSCRIBED and SWORN to (or affirmed) before me this ___ day of _____, 20___.

NOTARY PUBLIC in and for the State of Washington,
residing at _____
My commission expires: _____

APPENDIX B

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

Name: _____

Address: _____

(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: _____

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 (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: _____

- 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.

EXHIBIT "A"
REAL PROPERTY DESCRIPTION



APPENDIX C

To Protect and Promote the Health and the Environment of the People of Kittitas County

Kittitas County Water Meter Inspection Checklist

Date: _____ Parcel number: _____
Owner last name: _____ Meter serial number: _____
Address: _____ EH inspector name: _____

<input type="checkbox"/>	Water meter is installed according to Kittitas County Water Meter Specifications <input type="checkbox"/> (TBD list inserted here)
<input type="checkbox"/>	Flow direction is correct
<input type="checkbox"/>	Meter reader is installed
<input type="checkbox"/>	Meter coordinates GPS'd
<input type="checkbox"/>	Meter programed
<input type="checkbox"/>	Network communication test performed
<input type="checkbox"/>	Beacon account created
<input type="checkbox"/>	Email sent to fiscal analyst for annual billing account
<input type="checkbox"/>	Email sent to CDS for building permit sign off
Notes: _____ _____ _____ _____	





To Protect and Promote the Health and the Environment of the People of Kittitas County

Tracking #: _____
Date Accepted: _____
Accepted By: _____

Kittitas County Water Bank Eligibility Review

Incomplete applications, including applications without the proper documentation, will not be accepted. KCPHD will return incomplete applications to the applicant. All applicable fees may be non-refundable.

- Please provide a parcel map
- Site plan following Unified Site Plan guidelines. Unified Site Plan can be found at <http://www.co.kittitas.wa.us/uploads/cds/building/informational-bulletins/Residential%20submittal%20requirements/B-002%20-%20Unified%20Site%20Plan.pdf>

<p>OWNER OF RECORD: _____</p> <p>MAILING ADDRESS: _____</p> <p>CITY, STATE, ZIP: _____</p> <p>PROJECT LOCATION: _____</p> <p>PROJECT CITY, STATE, ZIP: _____</p>	<p>PHONE #: _____</p> <p>PARCEL #: _____</p> <p>E-MAIL: _____</p> <p>LOT #: _____ ACREAGE SIZE: _____</p> <p>NAME OF SUBDIVISION (IF APPLICABLE): _____</p> <p>TYPE OF PROPOSED WELL: <input type="checkbox"/> INDIVIDUAL WELL <input type="checkbox"/> SHARED WELL</p>
<p>PROPOSED PROJECT DESCRIPTION: _____</p>	

The eligibility review remains valid only if the facts asserted and governing law do not change, and expires within (1) year of issuance. All applicable fees may be non-refundable.

Revised 07.2015

OFFICIAL USE ONLY

Review of Application:

TRACKING #: _____

Is the subject parcel part of green, yellow or red zone for the Kittitas County Water Bank? Green Yellow Red

Parcel is in a Kittitas County Water Bank green zone and is eligible for Over the Counter mitigation. Yes No

Parcel is in a Kittitas County Water Bank green zone and is required to obtain a groundwater permit for Kittitas County Water Bank mitigation. Yes No

Parcel is in a Kittitas County Water Bank yellow zone and is required to go through the Water Transfer Working Group to obtain Kittitas County Water Bank mitigation. Yes No

Parcel is in a Kittitas County Water Bank yellow zone and is required to obtain a ground water permit for Kittitas County Water Bank mitigation. Yes No

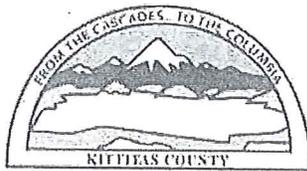
COMMENTS:

Reviewed By: _____ Date: _____

Based on the above information provided, and the best information available at this time, this parcel is eligible for the following mitigation option:

- Over the counter mitigation certificate**
- Ground water permit mitigation**
- Water Transfer Working Group review for mitigation**

Review Date: _____



PROJECT ELIGIBILITY REVIEW

LAND USE FILE #: _____
 LAND USE FILE NAME: _____
 MAP ID #: _____
 PARCEL #: _____
 RECORDING #: _____
 FINAL APPROVAL DATE: _____

1. Did this project receive final approval prior to March 28, 2002? Yes No

If "yes" check "no" in box at bottom of the page, ground water permit not required.
If "no" proceed to question 2.

2. Is the project part of a plat or segregation that contains more than 14 lots? Yes No

If "yes", check "yes" in box at the bottom of the page, ground water permit is required.
If "no" proceed to question 3.

3. Did the common larger (parent) project, from which this project was created, have any of the following in common with another project in close proximity (Within 500 feet) to the common larger (parent) project?

- Yes No a. Common and/or overlapping ownership?
- Yes No b. Joint or substantially similar SEPA review?
- Yes No c. Coordinated development schedules?
- Yes No d. Use of the same developer, architect, or builder?
- Yes No e. Common use of roads, utilities, fire/emergency access, or other infrastructure?

If answer is "no" to all of the above, check "no" in box at bottom page, ground water permit not required.
If answer is "yes" to any of a-e above, project is part of a group use. Proceed to question 4.

4. If this parcel is determined to be part of a group water use according to question 3:
How many parcels are included in the total combined development? _____

LOT # _____

Is the combined number of parcels greater than 14? Yes No

Is this parcel making up greater than 14 lots with final approval within 5 years of one another? Yes No

If "no" to any of the above in question 4, check "no" in box at bottom of the page, ground water permit not required.

If answer is "yes" to all of the above in question 4, check "yes" in box at bottom of page, ground water permit is required.

Does this project's total proposed water use and purpose require a groundwater permit?

Yes No

NOTES: _____



To Protect and Promote the Health and the Environment of the People of Kittitas County

Application for Individual Well Site Review

INCOMPLETE APPLICATIONS, INCLUDING APPLICATIONS WITHOUT THE PROPER DOCUMENTATION, WILL NOT BE ACCEPTED.

PLEASE PROVIDE A SITE PLAN FOLLOWING THE UNIFIED SITE PLAN GUIDELINES: THE UNIFIED SITE PLAN CAN BE FOUND AT

<http://www.co.kittitas.wa.us/cds/building.asp>

IT IS REQUIRED TO LABEL DISTANCES FROM PROPOSED WELL TO SURFACE WATER BODIES, PROPERTY LINES, AND PROPOSED OR EXISTING DRAIN FIELDS.

OWNER NAME: _____	PHONE #: _____
MAILING ADDRESS: _____	TAX PARCEL #: _____
CITY, STATE, ZIP: _____	E-MAIL: _____
PROJECT LOCATION (ADDRESS): _____	WELL DRILLER NAME: _____
SUBDIVISION NAME (IF APPLICABLE): _____	WELL DRILLER EMAIL: _____
	ACREAGE SIZE: _____ LOT #: _____
PLEASE DESCRIBE PROPOSED PROJECT: _____	
PURPOSE OF PROPOSED WELL: <input type="checkbox"/> NEW RESIDENTIAL/DOMESTIC USE <input type="checkbox"/> REPLACEMENT <input type="checkbox"/> STOCK WATERING OR INDUSTRIAL <input type="checkbox"/> OTHER: _____	DOES THE APPLICANT INTEND TO USE THE KITTITAS COUNTY WATER BANK FOR THIS PROPOSED WELL? <input type="checkbox"/> YES <input type="checkbox"/> NO
INDIVIDUAL WELL SITE REVIEW FEE : \$170	

THE INDIVIDUAL WELL SITE REVIEW REMAINS VALID ONLY IF THE FACTS ASSERTED AND GOVERNING LAW DO NOT CHANGE, AND EXPIRES WITHIN (1) ONE YEAR OF ISSUANCE. ALL APPLICABLE FEES MAY BE NON-REFUNDABLE.

Official Use Only

Review of Application:

Tracking #: _____

Is the proposed well site within 600 feet of a Type 1 or Type 2 stream, river, natural wetland, creeks, lakes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the proposed well meet the 100 foot setback from a surface water body?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the proposed well location meet 50 foot setbacks from property lines?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA (Shared well)
Does the proposed well location meet 100 foot setback from drain field (existing or proposed)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the proposed well meet setbacks from drain fields on surrounding parcels?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Based on the information provided, the requirements for well construction are:

Option A (listed below) **Option B (listed below)**

Reviewed By: _____

Date: _____

Option A:

For wells 600 feet or closer to Type 1 and Type 2 stream and rivers, and natural wetlands, creeks, lakes, and ponds, the following criteria must be met:

Well must be set back 100 feet or more from the surface water body and adhere to the following:

- Wells must be cased a minimum depth of 5 feet into the first consolidated layer or formation, or until the casing is refused by the formation (casing refusal);
- Wells shall have a minimum surface seal of 18 feet; and
- Wells must be drilled past the first consolidated layer or formation and into a water-bearing zone.

Option B:

In instances where the 100 foot minimum set back requirement is infeasible, the following criteria must be met:

- Wells must be cased a minimum depth of 5 feet into the first consolidated layer or formation, or until the casing is refused by the formation (casing refusal);
- Wells must be drilled past the first consolidated layer or formation, into a water bearing zone; and
- Wells shall have a surface seal down to the first consolidated layer for optimal protection from hydraulic continuity with surface water.





To Protect and Promote the Health and the Environment of the People of Kittitas County

Kittitas County Water Mitigation Certificate Application Guidelines

- For each Kittitas County Water Mitigation Certificate Application, all components must be present at the time of submittal.
- Please follow the checklists below to ensure you meet the application requirements.
- Please allow up to 10 business days for processing.
- **Incomplete applications will not be accepted and will be returned to the applicant. All applicable fees may be non-refundable.**

<input type="checkbox"/>	Complete all parts of application, including notarized statement.
<input type="checkbox"/>	If you need information pertaining to your parcel to assist you with the application, please visit the Kittitas County Assessor's website http://kittitaswa.taxsifter.com/taxsifter/T-Parcelsearch.asp to conduct a parcel search.
<input type="checkbox"/>	Attach a full legal description of the parcel. Legal descriptions can be found on the property title. You may request copies at the Kittitas County Auditor's office.
<input type="checkbox"/>	Irrigation affidavit
<input type="checkbox"/>	Well log (if well drilled after December 2, 2015)
<input type="checkbox"/>	Submit completed application to Kittitas County Public Health Department (KCPHD). Payment for applicable fees must be in the form of check or cash. Package A cost: (_____) Package B cost: (_____) 1 st annual metering cost: (_____)

When review of Water Mitigation Certificate Application is complete and approved, KCPHD will issue a Mitigation Certificate for the subject parcel.

<input type="checkbox"/>	Obtain Mitigation Certificate from the Kittitas County Public Health Department.
<input type="checkbox"/>	Record Mitigation Certificate and notary page with the Kittitas County Auditor.
<input type="checkbox"/>	Record Metering Agreement with the Kittitas County Auditor.
<input type="checkbox"/>	Check or cash for applicable fees at Kittitas County Auditor. Recording fees are available at: http://www.co.kittitas.wa.us/auditor/FeesList.pdf

Once the Mitigation Certificate has been recorded with the Kittitas County Auditor, the applicant may:

<input type="checkbox"/>	Apply for Adequate Water Supply Determination (AWSD) with the Kittitas County Public Health Department.
<input type="checkbox"/>	Apply for a Building Permit with Kittitas County Community Development Services. (After AWSD is complete)

Revised 06.2015



507 N. Nanum Street, St. 102 · Ellensburg, WA 98926
T: 509.962.7515 · F: 509.962.7581
www.co.kittitas.wa.us/health/



To Protect and Promote the Health and the Environment of the People of Kittitas County

EDEN Tracking #:	_____
Certificate ID #:	_____
Date Accepted:	_____
Accepted By:	_____

Kittitas County Water Mitigation Program Mitigation Certificate Application

INCOMPLETE APPLICATIONS, INCLUDING APPLICATIONS WITHOUT THE PROPER DOCUMENTATION, WILL NOT BE ACCEPTED.

PLEASE PROVIDE:

- A COPY OF THE PARCEL'S FULL LEGAL DESCRIPTION
- A COMPLETED KITTITAS COUNTY WATER METERING AGREEMENT
- A COMPLETED IRRIGATION AFFIDAVIT
- AN APPROVED KITTITAS COUNTY PROJECT ELIGIBILITY REVIEW
- WELL LOG (IF WELL DRILLED AFTER DECEMBER 2, 2015)

OWNER NAME: _____	PHONE #: _____
MAILING ADDRESS: _____	TAX PARCEL #: _____
CITY, STATE, ZIP: _____	E-MAIL: _____
PROJECT LOCATION (ADDRESS): _____	UNIQUE WELL TAG ID: _____

PLEASE DESCRIBE PROPOSED PROJECT: _____

<p>IS THE WELL PART OF A PUBLIC WATER SYSTEM? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF YES, NAME OF PUBLIC WATER SYSTEM: _____</p> <p>IS THE WELL PART OF A SHARED WELL? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF YES, PARCEL# WHERE WELL IS LOCATED: _____</p>	<p>PLEASE CHOOSE ONE OF THE FOLLOWING:</p> <p><input type="checkbox"/> MY WELL WAS DRILLED BEFORE DECEMBER 2, 2015</p> <p><input type="checkbox"/> MY WELL WAS DRILLED AFTER DECEMBER 2, 2015</p>
---	---

KITTITAS COUNTY WATER BANK PACKAGES:

PACKAGE A:
Applicants with access to outdoor irrigation (as determined by a signed affidavit) will be required to purchase mitigation Package A.

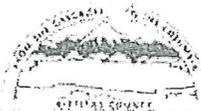
Includes an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day, as long as the annual average is not exceeded.

PACKAGE B:
Applicants without access to outdoor irrigation (as determined by a signed affidavit) will be required to purchase mitigation Package B.

Includes 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 of non-commercial lawn and/or garden. The daily maximum withdrawal allowed on any given day is 900 gallons per day, as long as the annual average is not exceeded.

STATEMENTS OF UNDERSTANDING

<p align="center">_____ Initials</p>	<p>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.</p> <p>Mitigation is for use on the above mentioned parcel only and is not transferable for use at other locations or for any other uses.</p> <p>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.</p> <p>I understand that 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.</p> <p>I understand that 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.</p> <p>I understand that 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 will be refunded minus a processing fee and all other fees will be forfeited.</p> <p>I agree not to plant any trees or shrubs over my septic drain field</p> <p>I understand that 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>
<p align="center">_____ Initials</p>	<p>I have read and understand the statements listed above.</p>
<p>Property Owner Signature: _____ Date: _____</p>	



NOTARIZED STATEMENT

I, _____ (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 Public Health Department (KCPHD) 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 KCPHD 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 KCPHD. 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: _____ Property Owner(s)

Print Name: _____

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)
)ss
County of _____)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this ____ day of _____, 20__, personally appeared before me,

- ___ who is personally known to me
- ___ whose identity I proved on the basis of _____
- ___ 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.

_____ 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

Notary Public in and for the State of Washington,
Residing in: _____
My Commission Expires: _____



OFFICIAL USE ONLY

Review of Application:

EDEN TRACKING #: _____

Application is complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Full legal description attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Metering agreement attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Irrigation affidavit attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is Kittitas County Project Eligibility review attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If well drilled after December 2, 2015, well log/IWSR review completed and construction requirements met?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

Applicant Notified? Date of Notification: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Notification method: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Phone	

Evaluation Notes:

Date: _____ Notes: _____

Date: _____ Notes: _____

FINAL EVALUATION:

REVIEWER: _____ APPROVAL DATE: _____

- Water Mitigation Package A Cost: (_____)
- Water Mitigation Package B Cost: (_____)
- Water Metering 1st year Cost: (_____)

Total Fee Due: = _____ **Receipt #: _____**

