

RETURN TO: Yakima County Public Services
4th floor, Courthouse
Yakima, WA 98901



Yakima County Water Resource System (YCWRS)

WATER METERING AGREEMENT

This Water Metering Agreement (the "Agreement") is made and entered into by and between _____ (the "Owner") and Yakima County, a municipal corporation of the State of Washington acting by and through the Yakima County Public Services 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 Yakima County, Washington, with a parcel number and/or address of:

Parcel Number: _____

Address: _____

And as more fully described on the attached Exhibit "A", Real Property Description, and incorporated by this reference; and

WHEREAS, Owner intends to extract groundwater from a mitigated 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 a water meter and meter cover using Yakima County’s specifications and requirements, either through the county if available, or through a private source. All water service connections shall be inspected by the county.
2. **Repair and Maintenance.** Owner shall protect the water meter from damage caused by activities on their property. In the event that such activities result in damage to the meter, the County will repair or replace the meter and the cost thereof shall be borne by the Owner.
3. **Water Meter Reading.** The County shall monitor and analyze water usage data periodically, at least quarterly, or as required by the YCC Title 12.08.
4. **Ingress and Egress.** Owner hereby grants to the County or designee a right of entry, for ingress and egress across the property, and shall make provisions for access to the property by County personnel or County contractor, for the purpose of 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. **Location and Site Conditions.** Owner shall place the water meter in convenient location for easy access for inspection and reading by the county. Owner shall maintain the property in a manner to allow safe, reasonable access by County personnel or County contractor to all water meters with or without prior notice, during regular 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 as described in YCC 12.08 (Water Code). Unpaid fees will be handled as described in the Water Code.
7. **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.
8. **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.
9. **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.

10. **Recording.** A copy of this Agreement will be recorded in the Auditor's Office by the County. Recording cost will be at Owner's expense and will be included in the billing statement.
11. **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 County, its successors and assigns, appointed or elected officials, agents, or employees.
12. **Legal Compliance.** The Owner shall comply with applicable federal, state and local laws, rules, regulations and ordinances but not limited to YCC Title 12.08.
13. **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.
14. **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.
15. **Amendment.** Any modification, change of terms, or amendments of this agreement shall be in writing and signed by both parties.
16. **Assignment.** No portion of this agreement shall be assigned to any other individual, firm or

entity without the express and prior written approval of the County.

17. **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 both parties hereto.
18. **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 or litigation shall be in the Superior Court of the State of Washington on and for the County of Yakima. This agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, and with the signatures below, we have executed this agreement and hereby acknowledge that the parties have read this agreement, understand it, and agree to be bound by its terms and conditions.

OWNER

Signature

Signer's name printed or typed

Date

YAKIMA COUNTY

Signature

Signer's name printed or typed

Title

Date

EXHIBIT A

REAL PROPERTY DESCRIPTION