

Public Recreation Development Plan Priest Rapids Recreation Area

Public Utility District No. 2 of Grant County, Washington

Approved - July 14, 2015
Revised – April 14, 2020

Executive Summary

The Priest Rapids Recreation Area Public Recreation Development Plan (PRDP) ensures that public recreation and resource conservation needs are met on Public Utility District No. 2 of Grant County (Grant PUD) fee-owned lands adjacent to the Desert Aire residential community. Desert Aire is located on the east shore of the Priest Rapids Reservoir in central Washington state (Figure 1). The reservoir is part of the Priest Rapids Hydroelectric Project (Project) operated by Grant PUD under Federal Energy Regulatory Commission (FERC) License P-2114¹.

Throughout the Project area there are lands owned by Grant PUD, lands designated as Federal Power Act reservations, Washington state-owned lands, and privately owned lands on which Grant PUD maintains flowage and transmission line easements. These lands, totaling 34,571 acres of inundated and non-inundated property, are encompassed by the Project Boundary². Grant PUD owns 4,831 acres within the boundary in fee title. Adjacent to the Desert Aire residential area, Grant PUD owns approximately 260 acres of shoreline property.

Project lands are defined as those necessary for hydroelectric power generation and other Project purposes, including the protection, mitigation, and enhancement of resources negatively affected by operation of the Project. Grant PUD may authorize certain “non-Project” uses provided they are consistent with the Project’s operational, scenic, recreational, and environmental values. Non-Project uses are defined as specific third-party uses and occupancies of Project lands and waters unrelated to hydroelectric power production or other Project purposes.

The development of a PRDP is a provision of the Priest Rapids Project Shoreline Management Plan³ required by Article 419 of Grant PUD’s FERC operating license. This plan provides the framework for managing the multiple resources and uses of Project shorelines in a manner consistent with Grant PUD’s FERC license requirements and Project purposes. As outlined in the Priest Rapids Project Procedures and Standards Manual for Shoreline Management (<https://www.grantpud.org/shoreline-management>), a PRDP is a comprehensive living document developed for shoreline communities which desire authorization of allowable non-Project uses on Grant PUD fee-owned property. These allowable uses are listed in Table 1 of this document and in the Priest Rapids Project Procedures and Standards Manual.

The Desert Aire PRDP was originally developed in 2015 in cooperation with the local community and regulatory stakeholders and identified the specific allowable uses available to the adjacent residential community. The plan has been updated to reflect current conditions, permitted non-Project uses, and policy changes included in Grant PUD’s Shoreline Management Plan update approved by FERC on January 16, 2020.

¹ 123 FERC ¶ 61,049 (2008)

² FERC project boundaries are used to designate the geographic extent of the hydropower project that FERC determines a licensee must own or control on behalf of its licensed hydropower project. <https://www.ferc.gov/resources/faqs/shoreline-mgt.asp>

³ 170 FERC ¶ 62,027 (2020)

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1.0 Intent and Purpose

The Priest Rapids Recreation Area Public Recreation Development Plan (PRDP) ensures that public recreation and resource conservation needs are met on Grant PUD fee-owned lands adjacent to the Desert Aire residential community. A PRDP is a comprehensive living document developed for shoreline communities which desire authorization of allowable non-Project uses on Grant PUD property. This PRDP was developed in cooperation with the local community and regulatory stakeholders and identifies the specific allowable uses available to or currently permitted to the adjacent residential community.



Figure 1 Desert Aire and the Priest Rapids Recreation Area, Grant County, WA

2.0 Community and Shoreline Characterization

The Grant PUD fee-owned shoreline property adjacent to the Desert Aire community included in this PRDP was acquired in 1952 for the purpose of operating the Priest Rapids Hydroelectric Project. These 260 acres of shoreline property are located on the east side of the Columbia River on the shores of the Priest Rapids Reservoir between river miles 398 and 403. There are 193 residential parcels adjacent to Grant PUD property in the defined PRDP area.

The Grant PUD fee-owned shoreline property at Priest Rapids Recreation Area encompasses approximately 260 acres and was acquired from the Washington Irrigation and Development Company by Decree of Appropriation (Grant County Superior Court Case #8040) in 1952 for the purpose of operating the Priest Rapids Hydroelectric Project. Adjacent to the Grant PUD-owned shoreline is the Desert Aire recreational/residential community. The first Desert Aire subdivision was recorded in 1970. Presently, Desert Aire contains ten (10) subdivisions including condominium units, and a golf course totaling approximately 132 acres. There are approximately 1,590 residential lots, 193 of which are immediately adjacent to the Grant PUD-owned shoreline. There are 1,110 developed residential/recreational homes, approximately 60 percent of which are occupied on a year-round basis.

The property owners in the Desert Aire development are members of the Desert Aire Owners Association (DAOA). The community has amenities located on property owned by the DAOA, including a golf course; 10 RV spaces with water, sewer and power hookups; and tennis courts. DAOA water supply is a well-based water system with three wells located on adjacent Grant PUD property allowed through land use authorizations. The Grant County Fire District No. 8 has a volunteer satellite station in Desert Aire. In 1994, the Grant County Airport District was formed and now maintains the small public-use airstrip in the community. The DAOA owns the airport but leases it to Grant County Airport District #1. An orchard operation is located south of Desert Aire.

To ensure activities on Project lands and waters are comprehensively managed consistent with all regulatory requirements, Grant PUD's Shoreline Management Plan designates all lands within the Project Boundary to one of the following three land-use classifications based on Project purpose and shoreline characteristics:

- Project Facilities
- Resource Management
- Public Recreation Development

The Project Facilities land use classification is primarily for Project purposes related to hydropower generation and transmission and is meant to limit public use and access to protect public health and safety, and to provide security to Project facilities.

Lands in the Resource Management classification are managed to preserve, enhance, and protect fish, wildlife, scenic, historic, archaeological, and cultural resources. General public access, fishing, and hunting, unless otherwise posted for the purpose of public safety, is allowed as a Project purpose in this classification. This classification generally includes those areas for which there is no specific FERC-approved Project facilities and/or public recreation improvements identified within the Project license.

The Public Recreation Development classification allows for recreation-oriented development and is primarily assigned to lands with FERC-approved recreation infrastructure and activities identified in Grant PUD's Recreation Resources Management Plan, undeveloped lands adjacent to the formalized recreation areas, and Grant PUD-owned shoreline areas adjacent to developed communities, such as that at Desert Aire. The primary criteria used to identify and designate lands in the Public Recreation Development classification is the presence of recreation-related infrastructure or intensive and/or quantifiable public access and use of the shoreline.

Potential non-Project uses within formalized recreation areas could include temporary special use permits for recreation-related activities and events, such as fishing derbies, waterski tournaments, athletic events, and/or concessions which serve the needs of the recreating public (e.g., food trucks, watersports rentals). For undeveloped portions of the Public Recreation Development classification, potential non-Project uses could include joint access trails to the shoreline or docks with public access. In all cases, any proposed non-Project use must be consistent with the Priest Rapids Project Shoreline Management Plan; meet all local, state, and federal requirements; and not unreasonably exclude or inhibit public use and access to recreational opportunities.

Recreation-based non-Project uses of Project lands classified as Public Recreation Development are generally approved within the context of a Public Recreation Development Plan as defined in Grant PUD's Procedures and Standards Manual.

The use and development of the Priest Rapids Recreation Area shoreline area is governed by land use and environmental regulations administered by Grant County through the Building, Emergency Management, Fire Marshal and Planning departments. The Grant County Shorelines Master Program (GCSMP) has designated the Columbia River as a Shoreline of Statewide Significance. According to the GCSMP, Section 24.12.870 "Shoreline Environment Designation Maps", Map 3c, the PUD-owned shoreline at Priest Rapids Recreation Area has a Rural Conservancy Environment Designation. The Grant County comprehensive plan and associated zoning classification for the shoreline is Rural Remote. Private property at Desert Aire is classified under the following zoning districts: Rural Remote, Rural Residential 1, and Rural Village Residential 1.

Under the FERC-approved Priest Rapids Project Shoreline Management Plan classification system, the Priest Rapids Recreation Area is designated as Public Recreation Development. This classification allows for non-Project recreation-oriented development and includes areas required by Grant PUD's FERC License to be developed for public recreation purposes.

2.1 Public Access and Shoreline Use

The Priest Rapids Recreation Area shoreline is served by six access points (**Error! Reference source not found.**). Three community access routes are located on the common areas recorded on the Desert Aire subdivision plats. These routes have connections onto the formalized Priest Rapids Recreation Area Trail. The most northern Desert Aire community access route corresponds with the 30' community walkway easement located on the lot 142 (parcel #02-1688-119, site address is 604 N. Lakeside Way) of the Desert Aire No. 8 recorded on September 2, 1992. The next community access route is located on parcel 02-0522-000 owned by the DAOA and it connects to one of the main arterial roads of the South Desert Aire, Edgewater Way SW. Another public access point on the South Desert Aire is located on the parcel #02-1011-000, also owned by the DAOA. General public can access the Priest Rapids Recreation Area using Grant

PUD access points: North Trailhead on the North Desert Aire/Cox's Landing, Day-Use Park Area and Boat Launch and the Southern Trailhead that connects to the Orchard Drive on the South Desert Aire.



Figure 2 Priest Rapids Recreation Area public access and Desert Aire community access points.

3.0 Public Outreach and Stakeholder Consultation

The Priest Rapids Recreation Area PRDP is a provision of the Priest Rapids Project Shoreline Management Plan which was developed with extensive input from a broad group of stakeholders, including local, state, and federal agency representatives; tribal representatives; the Wanapum of Priest Rapids; adjacent landowners; and other members of the public. Grant PUD continues to meet its consultation requirements by holding annual meetings with required agency and tribal stakeholders to communicate land management activities and through formal consultation as required by the license. Grant PUD staff also meets several times each year with Wanapum representatives to discuss land management issues.

Continued public outreach related to Grant PUD's shoreline management activities occurs through regular communication with affected landowners and homeowners associations, and through information posted on Grant PUD's web and social media sites. Interested parties may also contact Grant PUD Lands and Recreation staff directly by calling 509-754-5085 or by email at (lands@gcpud.org).

3.1 Desert Aire Community Issues

Grant PUD meets with members of the Desert Aire community periodically to discuss issues regarding management and use of Grant PUD property. Through the stakeholder communication process, several important issues were discussed and are considered in this PRDP.

- Security
- Wildfire
- Shoreline access and trespassing on private property
- Priest Rapids Recreation Area operations and maintenance
- Shoreline management activities
- Permitting process

4.0 Allowable and Prohibited Uses

Allowable and prohibited non-Project uses of Grant PUD property, as well as the procedures for requesting a land-use authorization, are defined in detail in the Shoreline Management Plan and associated Grant PUD's Procedures and Standards Manual (www.grantpud.org). Public access and passive recreation activities such as hiking, picnicking, etc. are allowed outright on Grant PUD-owned property. Other uses, such as camping or large group events, etc., require a permit from Grant PUD. Burning of any kind is not allowed on Grant PUD-owned property. Hunting is prohibited where signed within the Priest Rapids Recreation Area, due to the proximity of public recreation facilities.

All land-use authorizations must comply with public access requirements and be kept in good repair and to standards identified in Grant PUD's Shoreline Management Plan, Procedures and Standards Manual, specific Grant PUD policies, and land use authorization terms and conditions. Violations of these requirements may result in revocation of an authorization.

See Table 1 for a list of allowable uses of Grant PUD property by land-use classification.

Table 1 Non-Project uses on Grant PUD fee-owned property by land-use classification

GCPUD = Requires GCPUD approval = Prohibited or restricted	Project Facilities	Public Recreation Development	Resources Management
Use/Activity			
Overnight camping	GCPUD	GCPUD	GCPUD
Signs/fencing/access barriers		GCPUD*	
Formalized trails/access roads		GCPUD*	
Utilities	GCPUD	GCPUD*	GCPUD
Recreational structures/facilities		GCPUD*	
Water intake or pumping facilities		GCPUD*	GCPUD
Boat launches/marinas/docks		GCPUD*	
Mooring buoys		GCPUD*	GCPUD
Concessions and special events	GCPUD	GCPUD	GCPUD
Agricultural use			GCPUD
Vegetation control and/or removal		GCPUD*	
Erosion protection/stabilization		GCPUD*	GCPUD
Landscaping or plantings		GCPUD*	

*Within the context of an approved Public Recreation Development Plan

4.1 Land-Use Authorization Process and Fees

Grant PUD’s land-use authorization process is described in Figure 3. In some circumstances, FERC review and approval of a non-Project use of Project lands is required. There is a one-time application fee for all proposed non-Project uses and an annual renewal fee. Fees depend on the type and scope of non-Project use requested.

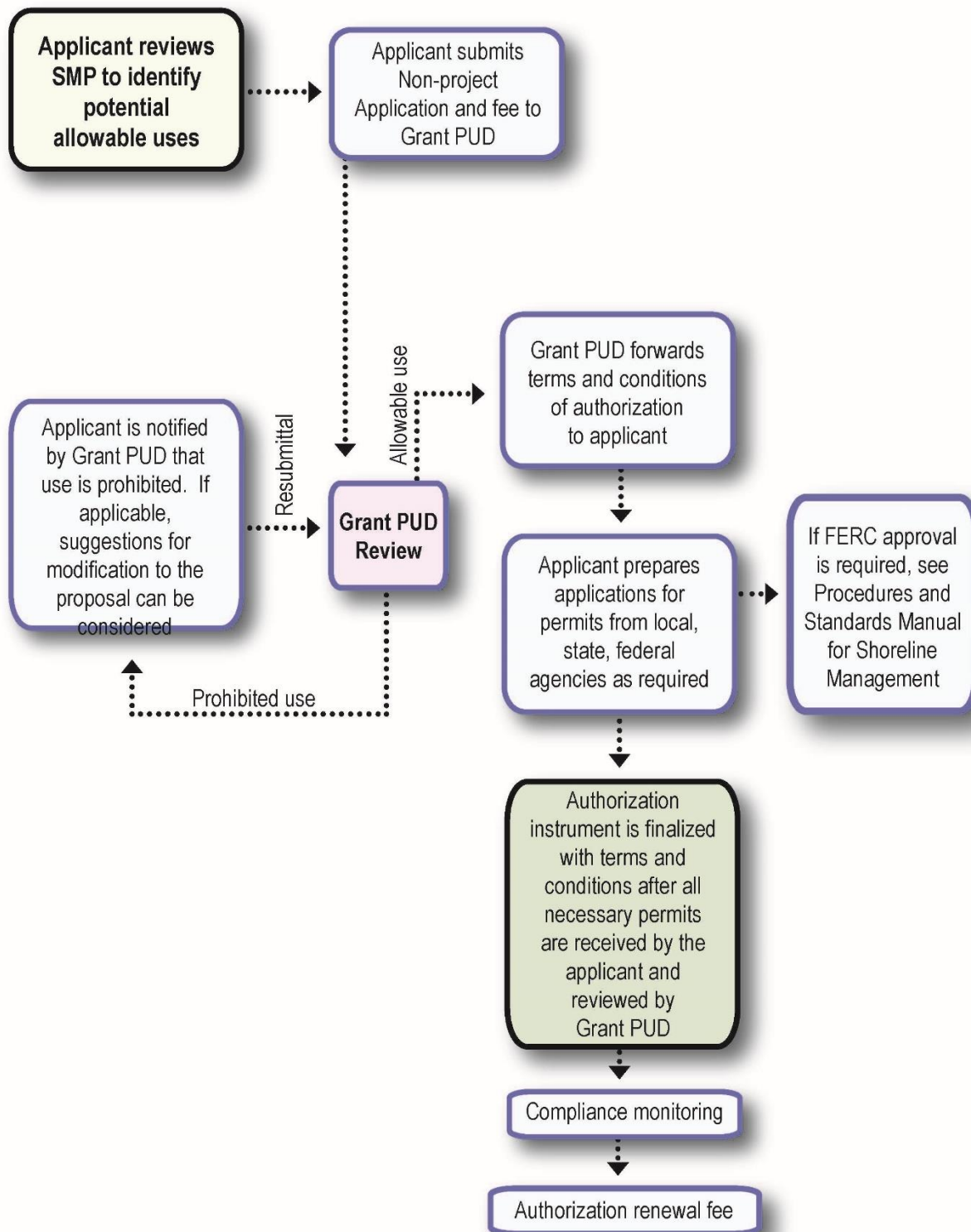


Figure 3 Land Use Authorization Process

4.2 Development Standards

Allowable non-Project uses of Project lands are only approved by Grant PUD if they meet the following criteria under Grant PUD Commission Resolution No. 8709 (Appendix A):

- Eliminate barriers to public access and use of Grant PUD-owned property;
- Avoid the appearance of private property;
- Are designed, implemented and managed to facilitate community and public use;
- Are achieved through joint-use land-use authorization, thereby minimizing to the greatest extent possible, individual authorizations;
- Avoid or mitigate for impacts to wetlands, riparian zones, cultural resource sites, or other critical habitat areas;
- Not result in a net increase in irrigated lawns within the PRDP area, and result in a net decrease in irrigated lawn where devoid of functional habitat, or when erosion, safety, liability, or other negative impacts are present;

Grant PUD's development standards are contained in Section 8 of the Priest Rapids Project Shoreline Management Procedures and Standards Manual (www.grantpud.org).

4.2.1 Irrigation

Landscaped lawn may be permitted for open spaces that benefit the public, i.e., shoreline parks, day use facilities, etc., but new underground irrigation is not allowed on Grant PUD property. Existing irrigation infrastructure may be allowed in spaces available to the public. Hand-watering of permitted landscaping is allowed.

4.2.2 Use of Fertilizer, Pesticides, and Herbicides

Grant PUD encourages the hand removal of noxious, invasive, or non-native weeds. Grant PUD may also require the permittee to remove any noxious weeds that have become established in the areas covered by a Land Use Authorization. Fertilizers or herbicides may not be used on Grant PUD property without written approval.

Grant PUD evaluates and treats noxious weeds on its property throughout the year. Vegetation assessments are done early in the growing season, typically in March. The first weed treatment is usually done in April. This can consist of herbicide spraying, mowing, or hand pulling, depending on the weed species and density. Follow up visits are typically done in June or July to determine what future action is necessary, and a follow up treatment is usually completed at the same time. Any given area is usually treated and/or evaluated between 2 to 4 times each year.

4.2.3 Tree Trimming

Adjacent property owners may not remove any trees on Grant PUD property. Grant PUD manages hazard trees under its Vegetation Management Program. Potentially hazardous trees should be reported to Grant PUD staff, which will evaluate and determine the appropriate course of action.

Removing limbs from healthy trees requires written authorization from Grant PUD.

4.2.4 Sanitation and Security

Grant PUD manages its Project Lands in accordance with the public access and use policies included in its Shoreline Management Plan. Grant PUD's rules for use of Project Lands are posted at Grant PUD-operated recreation sites (Appendix B).

At the Priest Rapids Recreation Area, Grant PUD provides garbage clean-up and other maintenance tasks, as well as a consistent on-site presence during peak summer weekends. Details about operation and maintenance of Grant PUD's recreation facilities can be found in Grant PUD's Recreation Resource Management Plan (www.gcpud.org).

Located approximately 33 miles north of Desert Aire is the Gorge Amphitheatre. This 27,500-seat outdoor concert venue is managed by Live Nation and draws large numbers of people to Grant County each summer. Grant PUD recognizes the concern raised by local residents regarding the large concert crowds which access Grant PUD's shoreline each summer. Desert Aire residents are encouraged to continue working with Grant PUD security and maintenance staff, Live Nation, Grant County Sheriff's Office, and Washington Department of Fish and Wildlife to address those concerns. Each spring, Grant PUD coordinates a meeting between these groups to address common issues and to prepare for the upcoming summer season.

4.2.5 Buffer Zone

Lacking a joint use permit application from the Desert Aire HOA for a community fire buffer, Grant PUD began in 2017 restoring and managing the zone immediately adjacent to the residential community to generally follow Firewise principles through planting of drought-tolerant, low-fuel volume, non-ornamental plantings where native vegetation does not already exist and thinning existing natural vegetation to reduce fuel load. Grant PUD does not prohibit periodic overspray of water⁴ from private property onto Grant PUD property within this zone during periods of high fire danger. Irrigation of plantings on Grant PUD contributes to fuel loads and is not allowed.

4.2.6 Stairways and Walkways

Stairs and walkways are not allowed in areas of high erosion or on unstable slopes/terrain. Grant PUD may permit stairways or walkways that are freestanding or incorporated into a permissible path to provide community walking access to Grant PUD recreation areas or the water. To maintain the natural aesthetic of the Project reservoir, Grant PUD requests that such structures be constructed of dry laid stone, wood, or wood with loose stone, gravel or wood chips. Installation of new steps or maintenance of existing steps must also meet current building standards (i.e., Forest Service Trail Construction Guide). Grant PUD adheres to specific construction standards when considering proposals for construction in shoreline areas where erosion process may or have occurred.

4.2.7 Docks and Marinas

Grant PUD considers a dock to be any shore-based structure encroaching into a waterway used to temporarily moor boats and/or accommodate recreational activities. Docks may attach to the shore with anchors or to a bulkhead or fixed structure. They are commonly reached by a gangplank or walkway designed to accommodate changes in water levels. The portion of the gangplank or walkway that is over the water counts toward the overall square footage. A marina

⁴ With the approval of the Desert Aire Homeowners Association.

is a water-dependent boat moorage facility providing boat slips, which include one or more of the following: docking, fueling, repair and storage of boats, boat/equipment rental; or to sell bait/food; generally requiring fees for use.

All docks and marinas must have an approved Land Use Authorization and meet current local, state, and federal requirements, as administered through the external permitting and approval process.

4.2.8 Mooring Buoys

Grant PUD does not allow placement of mooring buoys adjacent to the Desert Aire shoreline.⁵ Grant PUD will remove all buoys without notice. Temporary anchoring is allowed subject to the following considerations:

- Fluctuating water levels should be considered when temporarily anchoring a vessel.
- Temporary anchoring can occur for up to 14 days. In the event a vessel has been moored for more than 14 days, it will be considered abandoned and Grant PUD will notify for the proper authorities for removal.
- Temporary anchors not attached to a moored boat are not allowed and will be removed by Grant PUD without notice.
- No boat may be anchored within a designated swim area.
- All ropes or tying devices must be highly visible and cannot cross any area which may cause a tripping hazard.
- No one may reside aboard a moored or free-floating boat.
- All risks associated with temporarily anchored vessels are the responsibility of the owner.

4.3 Landscaping

Landscaping of Grant PUD property may be permitted if it meets all Grant PUD license requirements, policies, and regulations. Plantings and improvements not meeting these criteria are removed by Grant PUD and those areas restored to natural vegetation.

5.0 Land Use Authorizations

Non-Project uses must comply with public access requirements and be kept in good repair and to standards identified in Grant PUD's Shoreline Management Plan, Procedures and Standards Manual, all applicable approved Grant PUD policies, and Land Use Authorization terms and conditions.

5.1 Desert Aire Non-Project Use Permits

As of July 1, 2015, all non-Project existing uses (whether permitted or not) of Grant PUD-owned lands adjacent to Desert Aire were revoked. All new non-Project use applications for non-exclusive allowable uses must comply with the terms and conditions of Grant PUD's FERC license, shoreline policies, and other regulations. All current non-Project use requests for Grant PUD property adjacent to Desert Aire are listed below. Copies of all approved Land-Use Authorizations can be found in Appendix C.

⁵ Grant County Shoreline Master Program, Article IV 24.12.390(g)(1)

- Desert Aire Owners Association P-261, three domestic water wells.
- Custom Orchards, P-291, irrigation pump and line.
- Susanne Hartsock, P-328, river access stairs.

6.0 Developed Facilities

6.1 Operations and Maintenance of Project Facilities

Grant PUD owns and operates the Priest Rapids Recreation Area located adjacent to Desert Aire. This facility includes a variety of accessible amenities, including a three-lane boat launch, 14-site RV campground; day-use area with a designated swim beach, picnic tables and fire grills; a three-mile shoreline trail; restroom facilities; and interpretive signage.

Consistent with License Article 418 and the goals listed in the Priest Rapids Project Recreation Resource Management Plan (www.gcpud.org), Grant PUD operates and maintains its recreation facilities through development of an operations and maintenance program which guides management of recreation sites and amenities within the Project. The program contains management objectives, operational standards, maintenance functions, security, and staffing considerations that guide site-specific management activities.

Grant PUD uses specific visitor-related data as a guideline to ensure consistent recreation management and site maintenance in adherence with Grant PUD’s policies and FERC license requirements.

6.2 Monitoring and Compliance

Formal inspections of authorized uses will be conducted at a minimum once per year. These inspections may be coordinated with the holder of the land use authorization or conducted independently. Spot inspections of land use authorizations may also occur during routine monitoring, which occurs at least once each month.

To correct a violation, it may be necessary for Grant PUD to amend or revoke land use authorizations and/or the terms and conditions. The options below detail the circumstances and actions that may take place when a land use authorization requires an amendment.

- If the violation is of a condition of the authorization imposed by Grant PUD, and staff finds that the violation can be reasonably resolved by imposing new or changed conditions on the authorization, Grant PUD may change the conditions.
- If staff determines that the most appropriate way to correct a violation is for the permittee to cease the activity, and the permittee fails or refuses to cease, Grant PUD may revoke the authorization.
- Mitigation, restoration, fines, fees, or penalties may also apply.

6.3 Encroachments and Existing Non-Conforming Uses

Grant PUD will evaluate unauthorized uses of Project lands and waters on a case-by-case basis considering the nature and extent of prior violations when determining the course of corrective action. **In cases where an encroachment exists in an area where a new Land Use Authorization is requested, Grant PUD will not issue the Land Use Authorization until the encroachment is resolved to Grant PUD’s standards.**

The following steps generally outline the process for addressing an unauthorized use or activity:

1. Grant PUD staff will fill out a report, documenting evidence of the unauthorized use or encroachment.
2. Grant PUD staff will attempt to gain voluntary compliance from the person responsible for the unauthorized use. Voluntary compliance means that the person admits to owning/performing the unauthorized use and agrees to take the necessary steps to correct the violation within a certain period.
3. If voluntary compliance is not obtained, Grant PUD will seek civil penalties, or, the matter will be referred to appropriate code enforcement or regulatory agency(ies), as Grant PUD reserves the right to rely on the appropriate jurisdiction of law or regulatory entities to perform corrective actions.
4. Unresolved or repeated encroachments occurring within a permitted area may result in permit revocation.

7.0 PDRP Implementation and Update Process

Grant PUD's Shoreline Management Plan and Recreation Resource Management Plan are updated periodically to address changing conditions and regulations. These updates are subject to formal agency consultation and any significant changes are subject to stakeholder input. The Desert Aire PRDP is reviewed concurrent with these reviews and updates. Any newly proposed recreation-based non-Project uses or proposed Project recreation facility development on Grant PUD shoreline property adjacent to Desert Aire will only be implemented and included in the Desert Aire PRDP with the input of the Desert Aire community and in adherence with Grant PUD's license requirements and policies, and other applicable regulations.

Appendix A
Grant PUD Commission Resolution 8709

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RESOLUTION NO. 8709

A RESOLUTION APPROVING AND ADOPTING STANDARDS &
GUIDELINES FOR NON-PROJECT USES APPROVED IN ACCORDANCE
WITH GRANT PUD'S SHORELINE MANAGEMENT PLAN

Recitals

1. Grant PUD owns certain property within the Federal Energy Regulatory Commission (FERC) licensed boundaries of the Project;
2. Under the terms of its license, Grant PUD has adopted certain policies for public access, public use and enforcement of general land/water use policies under the Shoreline Management Plan (SMP), approved by the FERC in 2013;
3. Under the FERC-approved SMP, Grant PUD may authorize certain non-project uses of Grant PUD-owned property in areas classified as Public Recreation Development (PRD);
4. Additional policy guidance is necessary to ensure Grant PUD meets the goals included in the SMP when considering non-project use authorizations and developing Public Recreation Development Plans (PRDP) for shoreline communities adjacent to the project boundary;
5. In order to meet the SMP goals, non-project uses authorized under a PRDP will:
 - a) Eliminate barriers to public access and use of Grant PUD-owned properties;
 - b) Avoid the appearance of private property (e.g. storage of personal items, plantings that delineate perceived property lines, signage or vegetation management that deters community and public use and enjoyment);
 - c) Be designed, implemented, and managed to facilitate community and public use;
 - d) Be achieved through a joint use land use authorization, thereby minimizing to the greatest extent possible, individual use authorizations;
 - e) Avoid, or mitigate for, impacts to wetlands, riparian zones, cultural resource sites, or other critical habitat areas;
 - f) Not result in a net increase in irrigated lawns within a PRDP designated area;
 - g) Be subject to a net decrease in existing irrigated lawn if devoid of functional habitat, or if erosion, safety, liability, or other negative impacts are present;

- h) Potentially be subject to other site specific conditions required by Grant PUD in consultation with FERC identified stakeholders and with input from regulatory agencies, community members, or the general public;
 - i) Be subject to application fees, annual fees, monitoring and inspections;
 - j) Be subject to penalties and revocation of the land use authorization if found to be out of compliance;
 - k) Be designed for simplicity in administration: application, and implementation; and
 - l) Be subject to application fees and annual fees that cover the associated administrative costs and that are consistent with fees adopted by other hydro licensees.
6. The policy guidance does not limit or constrain the Commission's authority to modify procedures and standards proposed in the Procedures and Standards Manual for Shoreline Management, if consistent with the policies contained within the FERC approved Shoreline Management Plan.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that:

Section 1. The standards and guidelines for non-project uses approved in accordance with Grant PUD's Shoreline Management Plan as described in Attachment 1 be adopted.

Section 2. The General Manager is hereby authorized to modify the standards and guidelines for non-project uses approved in accordance with Grant PUD's Shoreline Management Plan; provided however, that the Commission receives notice of any proposed modifications at least twenty (20) days prior to the modifications taking effect.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 28th day of January, 2014.

ATTEST:



Secretary

President



Vice President



Commissioner

Commissioner

Appendix B
Grant PUD Public Use Rules

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Public Use Rules

Use of Project Lands and Waters are subject to the following:

Overnight camping allowed only in authorized areas.

Garbage and refuse must be placed in marked containers or packed out.

Disposing of or burning waste of any kind is prohibited.

Destruction, injury, defacement or removal of any vegetation, rock, sand, soil, minerals, or materials is prohibited.

Excavation, destruction, defacement, removal or disturbance of any sites, materials, or artifacts having archaeological or historical significance is prohibited.

Uses other than public use authorized by these rules requires prior Grant PUD approval.

Grant PUD will take appropriate action to ensure full compliance with its FERC license and the Land and Water Use Policies set forth in the Shoreline Management Plan.

Access shall be non-exclusive, wherever possible, and shared by all members of the public without regard to race, color, sex, religious creed or national origin and with consideration of the needs of physically handicapped individuals.

For Emergency, call 911

Call Grant PUD @ 1-800-422-9983 (24 hours) to get information on the Shoreline Management Plan or recreational facilities or visit www.grantpud.org

**Public Utility District No. 2 of Grant County, WA
Priest Rapids Hydroelectric Project
FERC License No. P-2114**

18 CFR Ch.1 PART 8

Appendix C
Priest Rapids Recreation Area PRDP Land-Use Authorizations

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PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY
LAND USE AUTHORIZATION

Development Area: Priest Rapids Recreation Area

Wanapum Priest Rapids

Authorization # P261

THIS LAND USE AUTHORIZATION, hereafter referred to as "Permit" entered into this 31st day of December, 2015, by PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON, a municipal corporation, whose main address is 30 C Street SW, P. O. Box 878, Ephrata, Washington 98823, hereafter referred to as "Grant PUD", to Desert Aire Owners Association, whose address is 504 Clubhouse Way SW, Desert Aire-Mattawa, WA 99349, hereafter referred to as the "Permittee."

WITNESSETH:

Permittee does hereby receive Permit from Grant PUD, on the terms and conditions hereinafter set forth, for those certain lands and waters including improvements situated in the County of Grant, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "premises").

Grant PUD, in consideration of the payment of all applicable fees as specified in this Permit and the mutual agreements contained in this permit hereby grants a non-exclusive use of the premises described above for the purposes described in Exhibit "B" attached hereto.

The Permittee, in consideration of the Permit of the premises and the terms and conditions contained in this Permit, covenants and agrees to pay Grant PUD, at the office of Grant PUD, an annual fee of two hundred Dollars (\$200.00) no later than July 15, of each year.

The parties to this Permit mutually agree to the following terms and conditions:

1. The terms and conditions of the Priest Rapids Hydroelectric License #2114 are incorporated herein by this reference as if fully set forth herein and Grant PUD permits and the Permittee accepts this Permit in full knowledge of said terms and conditions and subject thereto. Nothing herein shall prevent the Grant PUD in any way from performing its obligations under the terms and conditions of said license.
2. In accordance with a January 17, 1957 agreement between Grant PUD and the Wanapum Band, the Wanapum Band has the right at all times, not prohibited by law, to hunt and fish anywhere within the Priest Rapids Project Boundary (Project Boundary), and at all times to gather wild roots, herbs and berries anywhere within the Project Boundary.
3. Permittee shall not disturb or remove any archaeological, historical, or other cultural features or any improvements, which may currently exist, or may be found to exist, on the premises. The Permittee shall assume responsibility and be liable for the removal, altering, digging, excavating of any archaeological



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resource, or for damage, defacing or destruction of any historic or prehistoric archaeological resource or site. Grant PUD will preserve and protect historic and cultural resources and the Wanapum culture. Grant PUD shall not fail to recognize the loss of these important resources if damaged or destroyed through land use violations by pursuing mitigation, restoration, fines, fees, or law enforcement actions.

4. Any metal or other permanent survey markers or Priest Rapids Hydroelectric Project Boundary markers removed or damaged by the Permittee will be replaced by Grant PUD at Permittee's expense.
5. No personal property shall be placed or stored on Grant PUD property. Grant PUD shall have the right to remove all the personal property located therein and to place such property in storage at the expense and risk of Permittee, and shall give written notice thereof to Permittee.
6. This Permit is transferrable to a new owner of property adjacent to Grant PUD property only if: (a) The Permittee is in compliance with the Permit and Grant PUD's Shoreline Management Plan and Procedures and Standards Manual, including these Terms and Conditions; (b) All annual fees have been fully paid; and (c) Grant PUD receives written notice by the transferee that he/she accepts all liabilities and responsibilities under the Permit. Until the Permit is transferred upon satisfaction of the foregoing conditions, all liabilities and responsibilities remain with the existing property owner.
7. The Permit is automatically renewed for successive one-year periods, upon payment of the annual Permit fee, as long as Permittee remains in compliance with Grant PUD's Shoreline Management Plan, Procedures and Standards Manual, and Terms and Conditions of the Authorization.
8. This Permit issued by Grant PUD may contain terms and conditions that differ from standards in the Procedures and Standards Manual or Shoreline Management Plan. In such cases, the terms of the Permit shall control.
9. (A) The Permittee shall at all times ensure that the Permitted facilities are constructed, operated and maintained, and that Permittee conducts activities on Grant PUD property in a manner consistent with: (1) the Permit, (2) Grant PUD's Shoreline Management Plan and Procedures and Standards Manual, including these Terms and Conditions, (3) the scenic and recreational value of the project as determined by Grant PUD, and (4) the minimization of any degradation of water quality or any adverse impact on fish and wildlife habitat and natural environmental values. (B) Grant PUD may, at its discretion, conduct inspections of Permitted facilities or require documentation from Permittee (including photographs, invoices, construction records, etc.) demonstrating compliance with the Permit, Grant PUD's Shoreline Management Plan and Procedures and Standards Manual, and these Terms and Conditions. (C) Permittee agrees to reimburse Grant PUD for any costs (including attorney's fees) that Grant PUD may incur in enforcing the Permit, the Shoreline Management Plan, and these Terms and Conditions. Permittee shall reimburse Grant PUD for all damages to Grant PUD property resulting from any violation of the Permit, or the Shoreline Management Plan including these Terms and Conditions. (D) By accepting the Permit, Permittee grants Grant PUD ingress egress access to Permittee's property to conduct the inspections and actions stated above.
10. Grant PUD must retain the full, unconditional, unrestricted and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert or use the reservoirs in any manner that Grant PUD, its successors and assigns, may deem appropriate; and the erection, operation and maintenance by the Permittee of Permitted facilities shall in no way interfere with such uses, regulations or control of the reservoirs or its water.
11. The Permittee agrees that if subsequent operations by Grant PUD require an alteration in the location of the Permitted facilities, or, if in the opinion of Grant PUD the Permitted facility shall cause an obstruction to navigation, or that the public interest or its own business purposes so require, the Permittee shall be required,



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upon written notice from Grant PUD, to remove, alter or relocate the Permitted facilities without expense to Grant PUD.

12. In connection with the ownership, construction, operation or maintenance of the Permitted facilities, no attempt shall be made by the Permittee to forbid the full and free use by the public of Grant PUD lands or any project waters at or adjacent to the Permitted facilities, or to unreasonably interfere with land or water-based recreation.
13. This Permit only constitutes a license to use Grant PUD land and does not convey any property rights, either in real estate or material. Nor does it authorize any injury to private property or invasion of private rights or any infringement of federal, state or local laws or regulations, or eliminate the need to obtain federal, state or local assent required by law for the construction, operation or maintenance of the Permitted facility. Permittee agrees not to attempt to set up any claim of property rights or interests in or to the reservoir or the adjacent lands of Grant PUD by reason of the occupancy or use of these Permitted facilities.
14. All expenses and responsibilities for the construction, installation, operation and maintenance of the Permitted facilities, including the expenses of obtaining all necessary federal, state and local Permits or approvals, shall be borne solely by the Permittee.
15. The Permittee agrees to, and does hereby, release, indemnify and agree to save and hold Grant PUD, its officers, directors, agents and employees, harmless from any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature whatsoever for or on account of any damages to persons or property, including the Permitted facilities, growing out of the ownership, construction, installation, operation or maintenance by the Permittee of the Permitted facilities.
16. (A) Except as stated in (B) below, by thirty (30) days' written notice mailed to the Permittee by registered or certified letter, Grant PUD may revoke this Permit whenever it determines that the public interest or its business purposes require such revocation or when it determines that the Permittee has failed to comply with the conditions of the Permit, Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions, including the payment of any fee, or any additional conditions imposed by Grant PUD or by any federal, state or local agency. The revocation notice shall specify the reasons for such action. Grant PUD may, in its sole discretion, give Permittee the opportunity to cure any violation prior to revocation. (B) Notwithstanding, (A) above, if in the opinion of Grant PUD, circumstances so dictate, Grant PUD may summarily revoke this Permit with less than 30 days' notice. (C) At such time that the Permittee ceases to operate and maintain the Permitted facility, upon expiration of this Permit, or upon revocation of this Permit, the Permittee shall remove the Permitted facilities within thirty (30) days, at the Permittee's expense, and restore the waterway and lands to their former condition. If the Permittee fails to complete removal and restoration to the satisfaction of the company, Permittee agrees that Grant PUD may do so and recover the cost from the Permittee.
17. For residential permits, Permittee may not engage in commercial activity or otherwise charge a fee for the use of the Permitted facilities by others.
18. This Permit is issued in reliance upon all the information in the application being true and complete. Facilities (including any modifications or additions thereto) cannot exceed the sizes stated in the Procedures and Standards Manual or the Permit.
19. Floating structures shall be securely anchored by means of mooring that do not obstruct the free use of the reservoir shoreline as determined sufficient by Grant PUD and other jurisdictional agencies.
20. Permit numbers shall be posted in a location that is visible from the shoreline and the reservoir.



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21. Grant PUD shall not be liable for any damage or injury to the Permitted facility that may be caused by, or result from, subsequent operations undertaken by Grant PUD, or any federal, state or local agency of the government, for the improvement of navigation or for other lawful purposes, and no claims or right to compensation shall accrue from any such damage.
22. The ownership, construction, operation and maintenance of the Permitted facility(ies) are subject to all applicable federal, state and local laws and regulations. The Permittee shall comply promptly with any lawful regulations or instructions of any federal, state or local agency of the government.
23. The Permittee is responsible for proper design, engineering, construction, installation and maintenance of the Permitted facilities. Neither Grant PUD's review nor approval of the Permit application nor any Grant PUD inspection is any guarantee or assurance that the Permittee's plans or facilities are safe, proper or adequate for the purpose intended.
24. The Permittee shall keep project lands and waters occupied by, and surrounding, the Permitted facilities free of all waste, garbage, and other unsightly debris and materials.
25. Permittee shall ensure that its contractors and agents abide by Grant PUD's Shoreline Management Plan and standards set forth in Grant PUD's Procedures and Standards Manual, these Terms and Conditions of said Plans and any provisions of the Permit issued by Grant PUD. Permittees are responsible for actions of their contractors and agents.
26. All the rights and privileges granted herein are subject to any and all limitations imposed upon Grant PUD either presently or in the future by reason of its status as a licensee under Federal Energy Regulatory Commission regulations.
27. Grant PUD's failure to enforce any of the terms and conditions of this Permit shall not be deemed a waiver and Grant PUD shall not be liable for any such failure to enforce.
28. Grant PUD reserves the right to modify the Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions as deemed necessary.
29. In the case of front-lot property (ies) having multiple owners, Grant PUD Permits shall be issued in the name(s) of the front-lot owner(s) whose name is provided under Section 1 of the Application for Land Use Authorization. That person(s) shall be deemed the designated contact person for matters related to the Permit and, as such, shall be authorized to request subsequent Permit changes. All owners of said front-lot property (ies) are deemed to be equally responsible for compliance with Grant PUD's Shoreline Management Plan and Procedures and Standards Manual and will be held equally responsible for any violation of said documents and/or these Terms and Conditions or any Permits issued under it.
30. All owners of a front-lot property must sign the Application for Land Use thereby confirming their agreement to abide by the Shoreline Management Plan and Procedures and Standards Manual, including these Terms and Conditions and any Permit issued under same.
31. Grant PUD will conduct compliance inspections, more particularly described in Exhibit "C" attached here to ensure continued compliance with the terms and conditions of the authorization. Formal inspections of authorized uses will be conducted once per year. These inspections may be coordinated with the holder of the Land Use Authorization or conducted independently. Spot inspections of Land Use Authorizations may also occur during routine monitoring.

Special Terms and Conditions of this Permit:

- 1. All development discussed in this Permit is existing with the exception of well 505's emergency fire suppression water nozzles that will be secured to the existing fence; therefore, no ground disturbance shall occur as part of this Permit.**
- 2. This Permit is limited to the application and the site plan on file submitted electronically on 12-19-15 by James Curdy on behalf of Desert Aire Owners Association (DAOA). Any modifications may require new permitting process by Grant PUD.**
- 3. This Permit does not appropriate the previously issued Grant PUD permits. As of July 1, 2015, all non-Project existing uses (whether permitted or not) of Grant PUD owned lands at the Priest Rapids Recreation Area are revoked. New Land Use Authorization application(s) need to be submitted for any existing uses not specifically mentioned in Exhibit B of this Permit.**
- 4. This Permit does not supersede the need for (or substitute) other regulatory permits that might be necessary for the ongoing use and/or operations and maintenance (O&M) of the authorized facilities. Permittee is responsible for obtaining the proper permits including, but not limited to, permits to appropriate public waters of the State of Washington from State of Washington Department of Ecology.**
- 5. If O&M activities require any ground disturbance, the Permittee shall notify Grant PUD (Igor Shaporda) at least two weeks prior to work taking place.**



Grant County
PUBLIC UTILITY DISTRICT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee:

James Curly

Superintendent

Permit Grantor:

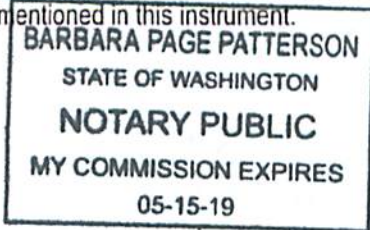
Public Utility District No. 2 of Grant County, WA:

By *IGOR SHAPORDA*
Title *LANDS SPECIALIST*

State of WASHINGTON)
) ss.

County of *Grant*

I hereby certify that I know or have satisfactory evidence that *James Curly* signed this instrument and acknowledged it to be *a* free and voluntary act for the uses and purposes mentioned in this instrument.



Barbara Page Patterson

NOTARY PUBLIC in and for the State of *Washington*, residing at *872 Desert Aire Drive SW*.
My commission expires: *5-15-19*

State of WASHINGTON)
) ss.

County of _____)

On this ____ day of _____, 20__, before me personally appeared _____ to be known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

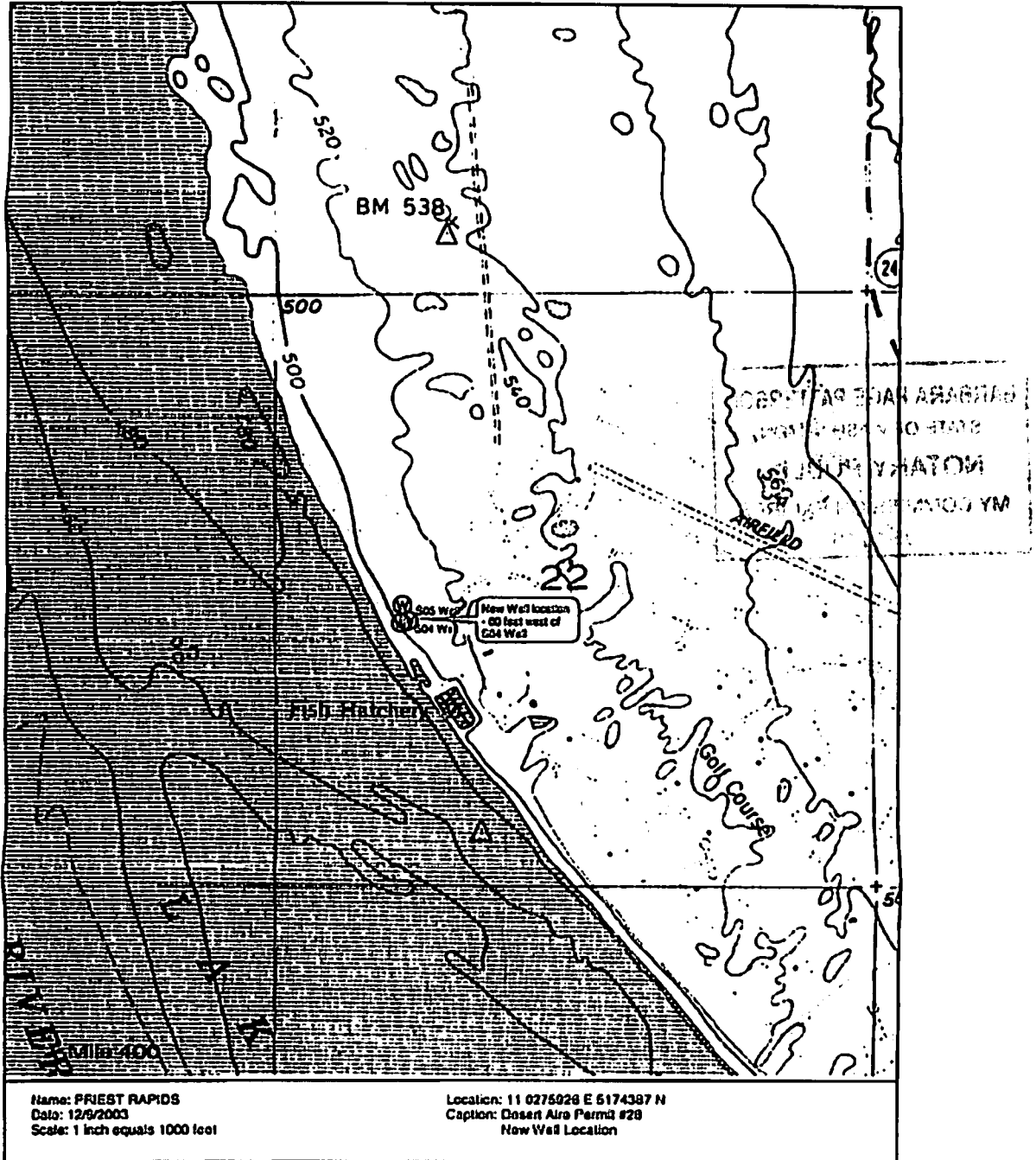
In Witness Whereof, I have hereunto set my hand and affixed my official seal the date and year first above written.

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



EXHIBIT "A"

Legal Description and Site Map



Name: PRIEST RAPIDS
Date: 12/9/2003
Scale: 1 inch equals 1000 feet

Location: 11 0275028 E 5174387 N
Caption: Consent Airo Permi #28
New Well Location

EXHIBIT "B"

Use of Premises:

1. Three existing irrigation wells identified on Exhibit A as wells 504, 505 and 507 (not shown / noted 60 feet west of 504 well). Permit numbers to appropriate public ground waters of the State of WA:
G3-24610, G3-27938, G3-28106P.
2. Existing associated infrastructure including water distribution lines.
3. Existing security fence surrounding well 505 with new proposed emergency fire suppression water nozzles (affixed to fence) for wild land fire protection of well site.

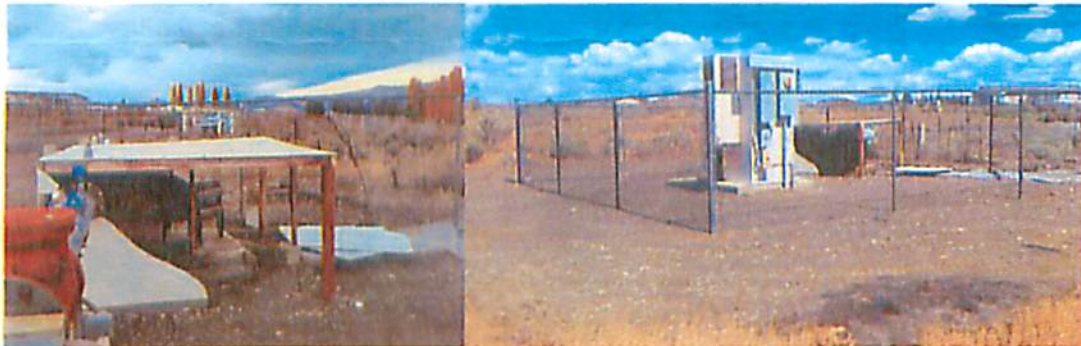






EXHIBIT "C"

Compliance Monitoring and Enforcement Protocol

1. **Land Based Permit Audit:** Grant PUD staff will conduct an annual audit of this Authorization as required by the Procedures and Standards Manual. The purpose of audit is to ensure the compliance of this Permit according to its Terms and Conditions.
2. The Audit may be coordinated with the Permittee or conducted independently. Spot inspections of this Permit may also occur during routine monitoring.
3. Monitoring by boat for buoy permit will be conducted concurrently with the monitoring of Wanapum and Priest Rapids reservoirs. The frequency of reservoir monitoring will vary, depending on the need, but will occur at least four times per year on the more developed Wanapum reservoir and twice per year on the Priest Rapids reservoir.
4. **Enforcement Protocol:**
 - (A) Grant PUD staff will fill out a report, documenting evidence of non-compliance with this Permit.
 - (B) Grant PUD staff will request compliance from the Permittee. Compliance means that the Permittee agrees to take the necessary steps to correct the non-compliance within a certain period of time.
 - (C) If compliance is not obtained, Grant PUD reserves the right to revoke the Permit. The property will be brought into pre-permit condition. Permittee will be responsible for all costs incurred.
5. If the violation is of a condition of the Permit which was imposed by Grant PUD, and staff finds that the violation can be reasonably resolved by imposing new or changed conditions on the Permit, conditions may be changed by staff.
6. If staff determines that appropriate correction of a violation is for the Permittee to cease the activity, and the permittee fails or refuses to cease, Grant PUD may revoke the Permit.
7. Mitigation, restoration, fines, fees, or penalties may also apply.

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY
LAND USE AUTHORIZATION

Development Area: Priest Rapids Recreation Area

Wanapum Priest Rapids

Authorization # P291

THIS LAND USE AUTHORIZATION, hereafter referred to as "Permit" entered into this ___ day of _____, 2017, by PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON, a municipal corporation, whose main address is 30 C Street SW, P. O. Box 878, Ephrata, Washington 98823, hereafter referred to as "Grant PUD", to Custom Orchards, whose address is One Oneonta Way, Wenatchee, WA, 98801 hereafter referred to as the "Permittee."

WITNESSETH:

Permittee does hereby receive Permit from Grant PUD, on the terms and conditions hereinafter set forth, for those certain lands and waters including improvements situated in the County of Grant, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "premises").

Grant PUD, in consideration of the payment of all applicable fees as specified in this Permit and the mutual agreements contained in this permit hereby grants a non-exclusive use of the premises described above for the purposes described in Exhibit "B" attached hereto.

The Permittee, in consideration of the Permit of the premises and the terms and conditions contained in this Permit, covenants and agrees to pay Grant PUD, at the office of Grant PUD, an annual fee of two hundred Dollars (\$200.00) no later than July 15, of each year.

The parties to this Permit mutually agree to the following terms and conditions:

1. The terms and conditions of the Priest Rapids Hydroelectric License #2114 are incorporated herein by this reference as if fully set forth herein and Grant PUD permits and the Permittee accepts this Permit in full knowledge of said terms and conditions and subject thereto. Nothing herein shall prevent the Grant PUD in any way from performing its obligations under the terms and conditions of said license.
2. In accordance with a January 17, 1957 agreement between Grant PUD and the Wanapum Band, the Wanapum Band has the right at all times, not prohibited by law, to hunt and fish anywhere within the Priest Rapids Project Boundary (Project Boundary), and at all times to gather wild roots, herbs and berries anywhere within the Project Boundary.
3. Permittee shall not disturb or remove any archaeological, historical, or other cultural features or any improvements, which may currently exist, or may be found to exist, on the premises. The Permittee shall assume responsibility and be liable for the removal, altering, digging, excavating of any archaeological

resource, or for damage, defacing or destruction of any historic or prehistoric archaeological resource or site. Grant PUD will preserve and protect historic and cultural resources and the Wanapum culture. Grant PUD shall not fail to recognize the loss of these important resources if damaged or destroyed through land use violations by pursuing mitigation, restoration, fines, fees, or law enforcement actions.

4. Any metal or other permanent survey markers or Priest Rapids Hydroelectric Project Boundary markers removed or damaged by the Permittee will be replaced by Grant PUD at Permittee's expense.
5. No personal property shall be placed or stored on Grant PUD property. Grant PUD shall have the right to remove all the personal property located therein and to place such property in storage at the expense and risk of Permittee, and shall give written notice thereof to Permittee.
6. This Permit is transferrable to a new owner of property adjacent to Grant PUD property only if: (a) The Permittee is in compliance with the Permit and Grant PUD's Shoreline Management Plan and Procedures and Standards Manual, including these Terms and Conditions; (b) All annual fees have been fully paid; and (c) Grant PUD receives written notice by the transferee that he/she accepts all liabilities and responsibilities under the Permit. Until the Permit is transferred upon satisfaction of the foregoing conditions, all liabilities and responsibilities remain with the existing property owner.
7. The Permit is automatically renewed for successive one-year periods, upon payment of the annual Permit fee, *as long as Permittee remains in compliance with Grant PUD's Shoreline Management Plan, Procedures and Standards Manual, and Terms and Conditions of the Authorization.*
8. This Permit issued by Grant PUD may contain terms and conditions that differ from standards in the Procedures and Standards Manual or Shoreline Management Plan. In such cases, the terms of the Permit shall control.
9. (A) The Permittee shall at all times ensure that the Permitted facilities are constructed, operated and maintained, and that Permittee conducts activities on Grant PUD property in a manner consistent with: (1) the Permit, (2) Grant PUD's Shoreline Management Plan and Procedures and Standards Manual, including these Terms and Conditions, (3) the scenic and recreational value of the project as determined by Grant PUD, and (4) the minimization of any degradation of water quality or any adverse impact on fish and wildlife habitat and natural environmental values. (B) Grant PUD may, at its discretion, conduct inspections of Permitted facilities or require documentation from Permittee (including photographs, invoices, construction records, etc.) demonstrating compliance with the Permit, Grant PUD's Shoreline Management Plan and Procedures and Standards Manual, and these Terms and Conditions. (C) Permittee agrees to reimburse Grant PUD for any costs (including attorney's fees) that Grant PUD may incur in enforcing the Permit, the *Shoreline Management Plan*, and these Terms and Conditions. Permittee shall reimburse Grant PUD for all damages to Grant PUD property resulting from any violation of the Permit, or the Shoreline Management Plan including these Terms and Conditions. (D) By accepting the Permit, Permittee grants Grant PUD ingress egress access to Permittee's property to conduct the inspections and actions stated above.
10. Grant PUD must retain the full, unconditional, unrestricted and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert or use the reservoirs in any manner that Grant PUD, its successors and assigns, may deem appropriate; and the erection, operation and maintenance by the Permittee of Permitted facilities shall in no way interfere with such uses, regulations or control of the reservoirs or its water.
11. The Permittee agrees that if subsequent operations by Grant PUD require an alteration in the location of the Permitted facilities, or, if in the opinion of Grant PUD the Permitted facility shall cause an obstruction to navigation, or that the public interest or its own business purposes so require, the Permittee shall be required,

upon written notice from Grant PUD, to remove, alter or relocate the Permitted facilities without expense to Grant PUD.

12. In connection with the ownership, construction, operation or maintenance of the Permitted facilities, no attempt shall be made by the Permittee to forbid the full and free use by the public of Grant PUD lands or any project waters at or adjacent to the Permitted facilities, or to unreasonably interfere with land or water-based recreation.
13. This Permit only constitutes a license to use Grant PUD land and does not convey any property rights, either in real estate or material. Nor does it authorize any injury to private property or invasion of private rights or any infringement of federal, state or local laws or regulations, or eliminate the need to obtain federal, state or local assent required by law for the construction, operation or maintenance of the Permitted facility. Permittee agrees not to attempt to set up any claim of property rights or interests in or to the reservoir or the adjacent lands of Grant PUD by reason of the occupancy or use of these Permitted facilities.
14. All expenses and responsibilities for the construction, installation, operation and maintenance of the Permitted facilities, including the expenses of obtaining all necessary federal, state and local Permits or approvals, shall be borne solely by the Permittee.
15. The Permittee agrees to, and does hereby, release, indemnify and agree to save and hold Grant PUD, its officers, directors, agents and employees, harmless from any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature whatsoever for or on account of any damages to persons or property, including the Permitted facilities, growing out of the ownership, construction, installation, operation or maintenance by the Permittee of the Permitted facilities.
16. (A) Except as stated in (B) below, by thirty (30) days' written notice mailed to the Permittee by registered or certified letter, Grant PUD may revoke this Permit whenever it determines that the public interest or its business purposes require such revocation or when it determines that the Permittee has failed to comply with the conditions of the Permit, Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions, including the payment of any fee, or any additional conditions imposed by Grant PUD or by any federal, state or local agency. The revocation notice shall specify the reasons for such action. Grant PUD may, in its sole discretion, give Permittee the opportunity to cure any violation prior to revocation. (B) Notwithstanding, (A) above, if in the opinion of Grant PUD, circumstances so dictate, Grant PUD may summarily revoke this Permit with less than 30 days' notice. (C) At such time that the Permittee ceases to operate and maintain the Permitted facility, upon expiration of this Permit, or upon revocation of this Permit, the Permittee shall remove the Permitted facilities within thirty (30) days, at the Permittee's expense, and restore the waterway and lands to their former condition. If the Permittee fails to complete removal and restoration to the satisfaction of the company, Permittee agrees that Grant PUD may do so and recover the cost from the Permittee.
17. For residential permits, Permittee may not engage in commercial activity or otherwise charge a fee for the use of the Permitted facilities by others.
18. This Permit is issued in reliance upon all the information in the application being true and complete. Facilities (including any modifications or additions thereto) cannot exceed the sizes stated in the Procedures and Standards Manual or the Permit.
19. Floating structures shall be securely anchored by means of mooring that do not obstruct the free use of the reservoir shoreline as determined sufficient by Grant PUD and other jurisdictional agencies.
20. Permit numbers shall be posted in a location that is visible from the shoreline and the reservoir.

21. Grant PUD shall not be liable for any damage or injury to the Permitted facility that may be caused by, or result from, subsequent operations undertaken by Grant PUD, or any federal, state or local agency of the government, for the improvement of navigation or for other lawful purposes, and no claims or right to compensation shall accrue from any such damage.
22. The ownership, construction, operation and maintenance of the Permitted facility(ies) are subject to all applicable federal, state and local laws and regulations. The Permittee shall comply promptly with any lawful regulations or instructions of any federal, state or local agency of the government.
23. The Permittee is responsible for proper design, engineering, construction, installation and maintenance of the Permitted facilities. Neither Grant PUD's review nor approval of the Permit application nor any Grant PUD inspection is any guarantee or assurance that the Permittee's plans or facilities are safe, proper or adequate for the purpose intended.
24. *The Permittee shall keep project lands and waters occupied by, and surrounding, the Permitted facilities free of all waste, garbage, and other unsightly debris and materials.*
25. Permittee shall ensure that its contractors and agents abide by Grant PUD's Shoreline Management Plan and standards set forth in Grant PUD's Procedures and Standards Manual, these Terms and Conditions of said Plans and any provisions of the Permit issued by Grant PUD. Permittees are responsible for actions of their contractors and agents.
26. All the rights and privileges granted herein are subject to any and all limitations imposed upon Grant PUD either presently or in the future by reason of its status as a licensee under Federal Energy Regulatory Commission regulations.
27. Grant PUD's failure to enforce any of the terms and conditions of this Permit shall not be deemed a waiver and Grant PUD shall not be liable for any such failure to enforce.
28. Grant PUD reserves the right to modify the Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions as deemed necessary.
29. In the case of front-lot property(ies) having multiple owners, Grant PUD Permits shall be issued in the name(s) of the front-lot owner(s) whose name is provided under Section 1 of the Application for Land Use Authorization. That person(s) shall be deemed the designated contact person for matters related to the Permit and, as such, shall be authorized to request subsequent Permit changes. All owners of said front-lot property(ies) are deemed to be equally responsible for compliance with Grant PUD's Shoreline Management Plan and Procedures and Standards Manual and will be held equally responsible for any violation of said documents and/or these Terms and Conditions or any Permits issued under it.
30. All owners of a front-lot property must sign the Application for Land Use thereby confirming their agreement to abide by the Shoreline Management Plan and Procedures and Standards Manual, including these Terms and Conditions and any Permit issued under same.
31. Grant PUD will conduct compliance inspections, more particularly described in Exhibit "C" attached here to ensure continued compliance with the terms and conditions of the authorization. Formal inspections of authorized uses will be conducted once per year. These inspections may be coordinated with the holder of the Land Use Authorization or conducted independently. Spot inspections of Land Use Authorizations may also occur during routine monitoring.

Special Terms and Conditions of this Permit:

1. All development discussed in this Permit is existing; therefore, no ground disturbance shall occur as part of this Permit.
2. This Permit is limited to the application and the site plan on file dated 1-16-15 and submitted by James D. Thomas on behalf of Custom Orchards. Any deviations may require new permitting process with Grant PUD.
3. This Permit does not supersede the need for (or substitute) other regulatory permits that might be necessary for the ongoing use and/or operations and maintenance (O&M) of the authorized facilities. Permittee is responsible for obtaining the proper permits including, but not limited to, permits to appropriate public waters of the State of Washington from State of Washington Department of Ecology.
4. No vehicle access will be allowed on shoreline, unless approved in advance for O&M purposes. If during O&M activities Grant PUD walking trail is impacted, Permittee will be solely responsible for any required repairs to the aforementioned trail. Such repairs will be completed by Permittee at no cost to Grant PUD. Prior to repairs, Permittee will notify and work with Grant PUD on repair plan. Grant PUD will approve repair plan prior to any work.
5. This Permit is subject to removal of any encroachments from Grant PUD property. The encroachments may include but not limited to gravel, metal pieces, etc.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee:

[Signature]

Permit Grantor:

Public Utility District No. 2 of Grant County, WA:

By IGOR SHAPORDA
Title LANDS SPECIALIST

State of WASHINGTON)
) ss.
County of _____)

I hereby certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in this instrument.

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

State of WASHINGTON)
) ss.
County of Chelan)

On this 8th day of June, 2017 before me personally appeared James Thomas to be known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the date and year first above written.



[Signature]

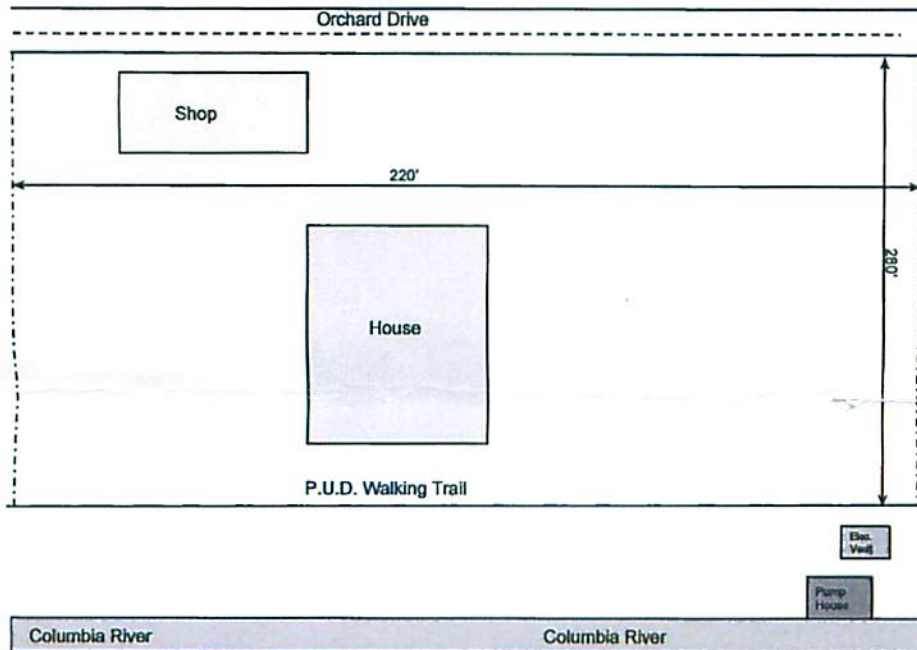
NOTARY PUBLIC in and for the State of Washington,
residing at Wenatchee
My commission expires: 9-18-2017

EXHIBIT "A"

Vicinity Map



Site Map



Abbreviated Legal Description

ALL & RECLAIMED LAND LS TAX# 5299 26 14 23. Section 26, Township 14 North, Range: 23 East, Grant County, WA. Parcel: 150136000.

EXHIBIT "B"

Use of Premises:

1. Existing irrigation pump, electrical vault, pump house and associated access path and improved trail to the pipelines infrastructure located near and/or in water of Columbia River.



EXHIBIT "C"

Compliance Monitoring and Enforcement Protocol

1. Land Based Permit Audit: Grant PUD staff will conduct an annual audit of this Authorization as required by the Procedures and Standards Manual. The purpose of audit is to ensure the compliance of this Permit according to its Terms and Conditions.
2. The Audit may be coordinated with the Permittee or conducted independently. Spot inspections of this Permit may also occur during routine monitoring.
3. Monitoring by boat for buoy permit will be conducted concurrently with the monitoring of Wanapum and Priest Rapids reservoirs. The frequency of reservoir monitoring will vary, depending on the need, but will occur at least four times per year on the more developed Wanapum reservoir and twice per year on the Priest Rapids reservoir.
4. Enforcement Protocol:
 - (A) Grant PUD staff will fill out a report, documenting evidence of non-compliance with this Permit.
 - (B) Grant PUD staff will request compliance from the Permittee. Compliance means that the Permittee agrees to take the necessary steps to correct the non-compliance within a certain period of time.
 - (C) If compliance is not obtained, Grant PUD reserves the right to revoke the Permit. The property will be brought into pre-permit condition. Permittee will be responsible for all costs incurred.
5. If the violation is of a condition of the Permit which was imposed by Grant PUD, and staff finds that the violation can be reasonably resolved by imposing new or changed conditions on the Permit, conditions may be changed by staff.
6. If staff determines that appropriate correction of a violation is for the Permittee to cease the activity, and the permittee fails or refuses to cease, Grant PUD may revoke the Permit.
7. Mitigation, restoration, fines, fees, or penalties may also apply.

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY
LAND USE AUTHORIZATION

Development Area: Priest Rapids Recreation Area

Wanapum Priest Rapids

Authorization # P328

THIS LAND USE AUTHORIZATION, hereafter referred to as "Permit" entered into this 27TH day of DECEMBER, 2017, by PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON, a municipal corporation, whose main address is 30 C Street SW, P. O. Box 878, Ephrata, Washington 98823, hereafter referred to as "Grant PUD", to Susanne Hartsock, whose address is 18065 167th Ave NE, Woodinville, WA 98072, hereafter referred to as the "Permittee."

WITNESSETH:

Permittee does hereby receive Permit from Grant PUD, on the terms and conditions hereinafter set forth, for those certain lands and waters including improvements situated in the County of Grant, more particularly identified in Exhibit "A" as ArrowheadStair3 attached hereto and made a part hereof (hereinafter referred to as the "premises").

Grant PUD, in consideration of the payment of all applicable fees as specified in this Permit and the mutual agreements contained in this permit hereby grants a non-exclusive use of the premises described above for the purposes described in Exhibit "B" attached hereto.

The Permittee, in consideration of the Permit of the premises and the terms and conditions contained in this Permit, covenants and agrees to pay Grant PUD, at the office of Grant PUD, an annual fee of one hundred and fifty Dollars (\$150.00) no later than July 15 of each year.

The parties to this Permit mutually agree to the following terms and conditions:

1. The terms and conditions of the Priest Rapids Hydroelectric License #2114 are incorporated herein by this reference as if fully set forth herein and Grant PUD permits and the Permittee accepts this Permit in full knowledge of said terms and conditions and subject thereto. Nothing herein shall prevent the Grant PUD in any way from performing its obligations under the terms and conditions of said license.
2. In accordance with a January 17, 1957 agreement between Grant PUD and the Wanapum Band, the Wanapum Band has the right at all times, not prohibited by law, to hunt and fish anywhere within the Priest Rapids Project Boundary (Project Boundary), and at all times to gather wild roots, herbs and berries anywhere within the Project Boundary.
3. Permittee shall not disturb or remove any archaeological, historical, or other cultural features or any improvements, which may currently exist, or may be found to exist, on the premises. The Permittee shall

assume responsibility and be liable for the removal, altering, digging, excavating of any archaeological resource, or for damage, defacing or destruction of any historic or prehistoric archaeological resource or site. Grant PUD will preserve and protect historic and cultural resources and the Wanapum culture. Grant PUD shall not fail to recognize the loss of these important resources if damaged or destroyed through land use violations by pursuing mitigation, restoration, fines, fees, or law enforcement actions.

4. Any metal or other permanent survey markers or Priest Rapids Hydroelectric Project Boundary markers removed or damaged by the Permittee will be replaced by Grant PUD at Permittee's expense.
5. No personal property shall be placed or stored on Grant PUD property. Grant PUD shall have the right to remove all the personal property located therein and to place such property in storage at the expense and risk of Permittee, and shall give written notice thereof to Permittee.
6. This Permit is transferrable to a new owner of property adjacent to Grant PUD property only if: (a) The Permittee is in compliance with the Permit and Grant PUD's Shoreline Management Plan and Procedures and Standards Manual, including these Terms and Conditions; (b) All annual fees have been fully paid; and (c) Grant PUD receives written notice by the transferee that he/she accepts all liabilities and responsibilities under the Permit. Until the Permit is transferred upon satisfaction of the foregoing conditions, all liabilities and responsibilities remain with the existing property owner.
7. The Permit is automatically renewed for successive one-year periods, upon payment of the annual Permit fee, as long as Permittee remains in compliance with Grant PUD's Shoreline Management Plan, Procedures and Standards Manual, and Terms and Conditions of the Authorization.
8. This Permit issued by Grant PUD may contain terms and conditions that differ from standards in the Procedures and Standards Manual or Shoreline Management Plan. In such cases, the terms of the Permit shall control.
9. (A) The Permittee shall at all times ensure that the Permitted facilities are constructed, operated and maintained, and that Permittee conducts activities on Grant PUD property in a manner consistent with: (1) the Permit, (2) Grant PUD's Shoreline Management Plan and Procedures and Standards Manual, including these Terms and Conditions, (3) the scenic and recreational value of the project as determined by Grant PUD, and (4) the minimization of any degradation of water quality or any adverse impact on fish and wildlife habitat and natural environmental values. (B) Grant PUD may, at its discretion, conduct inspections of Permitted facilities or require documentation from Permittee (including photographs, invoices, construction records, etc.) demonstrating compliance with the Permit, Grant PUD's Shoreline Management Plan and Procedures and Standards Manual, and these Terms and Conditions. (C) Permittee agrees to reimburse Grant PUD for any costs (including attorney's fees) that Grant PUD may incur in enforcing the Permit, the Shoreline Management Plan, and these Terms and Conditions. Permittee shall reimburse Grant PUD for all damages to Grant PUD property resulting from any violation of the Permit, or the Shoreline Management Plan including these Terms and Conditions. (D) By accepting the Permit, Permittee grants Grant PUD ingress egress access to Permittee's property to conduct the inspections and actions stated above.
10. Grant PUD must retain the full, unconditional, unrestricted and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert or use the reservoirs in any manner that Grant PUD, its successors and assigns, may deem appropriate; and the erection, operation and maintenance by the Permittee of Permitted facilities shall in no way interfere with such uses, regulations or control of the reservoirs or its water.
11. The Permittee agrees that if subsequent operations by Grant PUD require an alteration in the location of the Permitted facilities, or, if in the opinion of Grant PUD the Permitted facility shall cause an obstruction to

navigation, or that the public interest or its own business purposes so require, the Permittee shall be required, upon written notice from Grant PUD, to remove, alter or relocate the Permitted facilities without expense to Grant PUD.

12. In connection with the ownership, construction, operation or maintenance of the Permitted facilities, no attempt shall be made by the Permittee to forbid the full and free use by the public of Grant PUD lands or any project waters at or adjacent to the Permitted facilities, or to unreasonably interfere with land or water-based recreation.
13. This Permit only constitutes a license to use Grant PUD land and does not convey any property rights, either in real estate or material. Nor does it authorize any injury to private property or invasion of private rights or any infringement of federal, state or local laws or regulations, or eliminate the need to obtain federal, state or local assent required by law for the construction, operation or maintenance of the Permitted facility. Permittee agrees not to attempt to set up any claim of property rights or interests in or to the reservoir or the adjacent lands of Grant PUD by reason of the occupancy or use of these Permitted facilities.
14. All expenses and responsibilities for the construction, installation, operation and maintenance of the Permitted facilities, including the expenses of obtaining all necessary federal, state and local Permits or approvals, shall be borne solely by the Permittee.
15. The Permittee agrees to, and does hereby, release, indemnify and agree to save and hold Grant PUD, its officers, directors, agents and employees, harmless from any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature whatsoever for or on account of any damages to persons or property, including the Permitted facilities, growing out of the ownership, construction, installation, operation or maintenance by the Permittee of the Permitted facilities.
16. (A) Except as stated in (B) below, by thirty (30) days' written notice mailed to the Permittee by registered or certified letter, Grant PUD may revoke this Permit whenever it determines that the public interest or its business purposes require such revocation or when it determines that the Permittee has failed to comply with the conditions of the Permit, Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions, including the payment of any fee, or any additional conditions imposed by Grant PUD or by any federal, state or local agency. The revocation notice shall specify the reasons for such action. Grant PUD may, in its sole discretion, give Permittee the opportunity to cure any violation prior to revocation. (B) Notwithstanding, (A) above, if in the opinion of Grant PUD, circumstances so dictate, Grant PUD may summarily revoke this Permit with less than 30 days' notice. (C) At such time that the Permittee ceases to operate and maintain the Permitted facility, upon expiration of this Permit, or upon revocation of this Permit, the Permittee shall remove the Permitted facilities within thirty (30) days, at the Permittee's expense, and restore the waterway and lands to their former condition. If the Permittee fails to complete removal and restoration to the satisfaction of the company, Permittee agrees that Grant PUD may do so and recover the cost from the Permittee.
17. For residential permits, Permittee may not engage in commercial activity or otherwise charge a fee for the use of the Permitted facilities by others.
18. This Permit is issued in reliance upon all the information in the application being true and complete. Facilities (including any modifications or additions thereto) cannot exceed the sizes stated in the Procedures and Standards Manual or the Permit.
19. Floating structures shall be securely anchored by means of mooring that do not obstruct the free use of the reservoir shoreline as determined sufficient by Grant PUD and other jurisdictional agencies.
20. Permit numbers shall be posted in a location that is visible from the shoreline and the reservoir.

21. Grant PUD shall not be liable for any damage or injury to the Permitted facility that may be caused by, or result from, subsequent operations undertaken by Grant PUD, or any federal, state or local agency of the government, for the improvement of navigation or for other lawful purposes, and no claims or right to compensation shall accrue from any such damage.
22. The ownership, construction, operation and maintenance of the Permitted facility(ies) are subject to all applicable federal, state and local laws and regulations. The Permittee shall comply promptly with any lawful regulations or instructions of any federal, state or local agency of the government.
23. The Permittee is responsible for proper design, engineering, construction, installation and maintenance of the Permitted facilities. Neither Grant PUD's review nor approval of the Permit application nor any Grant PUD inspection is any guarantee or assurance that the Permittee's plans or facilities are safe, proper or adequate for the purpose intended.
24. The Permittee shall keep project lands and waters occupied by, and surrounding, the Permitted facilities free of all waste, garbage, and other unsightly debris and materials.
25. Permittee shall ensure that its contractors and agents abide by Grant PUD's Shoreline Management Plan and standards set forth in Grant PUD's Procedures and Standards Manual, these Terms and Conditions of said Plans and any provisions of the Permit issued by Grant PUD. Permittees are responsible for actions of their contractors and agents.
26. All the rights and privileges granted herein are subject to any and all limitations imposed upon Grant PUD either presently or in the future by reason of its status as a licensee under Federal Energy Regulatory Commission regulations.
27. Grant PUD's failure to enforce any of the terms and conditions of this Permit shall not be deemed a waiver and Grant PUD shall not be liable for any such failure to enforce.
28. Grant PUD reserves the right to modify the Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions as deemed necessary.
29. In the case of front-lot property (ies) having multiple owners, Grant PUD Permits shall be issued in the name(s) of the front-lot owner(s) whose name is provided under Section 1 of the Application for Land Use Authorization. That person(s) shall be deemed the designated contact person for matters related to the Permit and, as such, shall be authorized to request subsequent Permit changes. All owners of said front-lot property (ies) are deemed to be equally responsible for compliance with Grant PUD's Shoreline Management Plan and Procedures and Standards Manual and will be held equally responsible for any violation of said documents and/or these Terms and Conditions or any Permits issued under it.
30. All owners of a front-lot property must sign the Application for Land Use thereby confirming their agreement to abide by the Shoreline Management Plan and Procedures and Standards Manual, including these Terms and Conditions and any Permit issued under same.
31. Grant PUD will conduct compliance inspections, more particularly described in Exhibit "C" attached here to ensure continued compliance with the terms and conditions of the authorization. Formal inspections of authorized uses will be conducted once per year. These inspections may be coordinated with the holder of the Land Use Authorization or conducted independently. Spot inspections of Land Use Authorizations may also occur during routine monitoring.

Special Terms and Conditions of this Permit:

1. All development discussed in this Permit is existing; therefore, no ground disturbance shall occur as part of this Permit.
2. This Permit does not supersede the need for (or substitute) other regulatory permits that might be necessary for the ongoing use and/or operations and maintenance (O&M) of the authorized facilities.
3. If O&M and/or stair repair activities require any ground disturbance, the Permittee shall notify Grant PUD Lands and Recreation Resources Department at least 60 days prior to work taking place.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee:

Susanne Hartsock
SUSANNE HARTSOCK

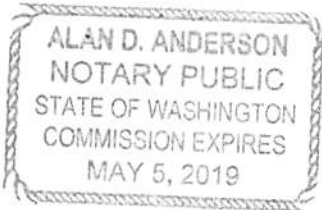
Permit Grantor:

Public Utility District No. 2 of Grant County, WA:

By Igor Shaporduk
Title Lands Specialist

State of WASHINGTON)
) ss.
County of King

I hereby certify that I know or have satisfactory evidence that Susanne Hartsock signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.



Alan D. Anderson
NOTARY PUBLIC in and for the State of WA,
residing at Woodinville
My commission expires: May 5, 2019

State of WASHINGTON)
) ss.
County of Grant

On this 3rd day of January, 2018, before me personally appeared Igor Shaporduk to be known to be the Lands Specialist-GCPUD of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the date and year first above written.



Barbara Gentry
NOTARY PUBLIC in and for the State of WA,
residing at Ephrata, WA
My commission expires: 5/20/19

Exhibit "A", Stair Location Map



EXHIBIT "B"

Use of Premises:

1. Twelve stamped concrete colored steps.



EXHIBIT "C"

Compliance Monitoring and Enforcement Protocol

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