AGENDA

GRANT COUNTY PUBLIC UTILITY DISTRICT
Via Conference Call
+1 509-703-5291  Conference ID: 868 615 52#

COMMISSION MEETING
Tuesday, April 14, 2020

An Executive Session may be called at any time for purposes authorized by the Open Public Meetings Act

9:00 a.m.  Commission Convenes
          Review and Sign Vouchers

10:00 a.m.  Reports from Staff

12:00 Noon  Lunch

1:00 p.m.  Safety Briefing
          Pledge of Allegiance
          Attendance
          Public requests to discuss agenda items/non-agenda items
          Correspondence
          Business Meeting

1. Consent Agenda
   Approval of Vouchers
   Meeting minutes of March 24, 2020

2. Regular Agenda
   Motion to approve modifications to the Public Recreation Development Plans (PRDPs) for the communities of Desert Aire, Crescent Bar, Sundland and Vantage and to approve the recently developed PRDP for Columbia Cliffs. (3328)

3. Review Items For Next Business Meeting
   Resolution XXXX – Amending Grant PUD’s Strategic Plan Effective April 28, 2020.

   Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 9 to Contract 430-3218 with Washington State Department of Fish and Wildlife (WDFW), increasing the not-to-exceed contract amount by $329,619.00, for a new contract total of $2,986,810.00, extending the contract completion date to June 30, 2021 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 9. (xxxx)
4. Calendar

5. Reports from Staff (if applicable)

Adjournment
CONSENT AGENDA
REGULAR MEETING
OF PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

March 24, 2020

The Commission of Public Utility District No. 2 of Grant County, Washington, convened at 9:00 a.m. via Microsoft Teams Meeting / +1 509-703-5291 Conference ID: 868 615 52# with the following Commissioners present: Tom Flint, President; Larry Schaapman, Vice-President; Judy Wilson, Secretary; Dale Walker, Commissioner; and Nelson Cox, Commissioner.

A round table discussion was held regarding the following topics: COVID-19 response; status update regarding Ice Works vending machine proposal; appreciation to all staff for efforts involved in the District-wide COVID-19 response; and Grant PUD Employee Association renewed activity.

Craig Bressan, Senior Manager of Safety, reviewed the February 2020 Safety Report.

Craig Bressan, Senior Manager of Safety, provided the Safety Health and Improvement Plan (SHIP) Programmatic report.

Andrew Munro, Senior Manager of External Affairs and Communication, and Chuck Allen, Public Affairs Supervisor, provided the Public Power / Industrial Outreach Activity report.

Robert Lougee, Corrective Action Program Manager, provided a Corrective Action Program report.

The Commission recessed at 12:00 p.m.

The Commission resumed at 1:00 p.m.

Rob Skordas, USBR Deputy Regional Director, referenced correspondence submitted via email on March 23, 2020 regarding the Return on Equity (ROE) component included in the proposed wholesale wheeling rate. In addition to comments referenced in the letter, he further encouraged the Commission to reject the 9.8% ROE applied to the transmission Cost of Service model.

Roger Sonnichsen, Quincy Columbia Basin Irrigation District, concurred with Mr. Skordas’s comments and requested the Commission not approve the 9.8% included in the Cost of Service Study.

Neal Gschwend, Legal Counsel, Bonneville Power Administration, referenced a March 23, 2020 letter submitted by Daniel Yokota, BPA Transfer Services Manager, further clarifying BPA’s position on the proposed Rate of Return and responding to their concerns with materials presented at the March 10 Commission meeting. Mr. Gschwend continued to express interest in a face-to-face meeting and
requested the Commission not approve any rates based upon the proposed Cost of Service Study until such time that meeting could occur.

Craig Simpson, East Columbia Basin Irrigation District, expressed concurrence with USBR’s review on the Return on Equity component and asked that the Commission not include the 9.8% ROE in the proposed wholesale wheeling rate.

Correspondence was noted received by Daniel Yokota, Transfer Services Manager for Bonneville Power Administration, regarding concerns with the proposed Rate of Return.

Consent agenda motion was made Mr. Schaapman and seconded by Mr. Walker to approve the following consent agenda items:

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<thead>
<tr>
<th>Payment Number</th>
<th>100854 through 101232</th>
<th>$16,245,366.22</th>
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<tr>
<td>Payroll Direct Deposit</td>
<td>155758 through 156442</td>
<td>$1,801,732.48</td>
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<tr>
<td>Payroll Tax and Garnishments</td>
<td>20200312A through 20200312B</td>
<td>$794,715.57</td>
</tr>
</tbody>
</table>

Meeting minutes of March 10, 2020.

Special meeting minutes of March 10, 2020.

After consideration, the above consent agenda items were approved by unanimous vote of the Commission and signatures were affirmed.

The Commissioners reviewed future agenda items.

The Commission calendar was reviewed.

Trade Association / committee reports were reviewed.

David Klinkenberg, Project Manager, provided a Red Rock Transmission Line Route Selection Process update.

Kevin Nordt, General Manager/CEO, led a discussion with the Commission regarding the Transmission Return on Equity proposal, outlined the steps for receipt of and response to written comments, and reviewed the anticipated timeline for future discussion and potential rate action.

There being no further business to discuss, the March 24 meeting officially adjourned at 1:50 p.m.

Tom Flint, President
ATTEST:

Judy Wilson, Secretary

Larry Schaapman, Vice President

Dale Walker, Commissioner

Nelson Cox, Commissioner
Motion was made by ________ and seconded by _______ to approve modifications to the Public Recreation Development Plans (PRDPs) for the communities of Desert Aire, Crescent Bar, Sundland and Vantage and to approve the recently developed PRDP for Columbia Cliffs.
TO: Kevin Nordt, General Manager/Chief Executive Officer

VIA: Rich Wallen, Chief Operating Officer
Ty Ehrman, Managing Director of Power Production

FROM: Ross Hendrick, Senior Manager of Environmental Affairs
Shannon Lowry, Lands and Recreation Manager

SUBJECT: Request for approval of the revised public recreation development plans (PRDPs) for the communities of Desert Aire, Crescent Bar, Sunland, and Vantage and approval of the recently developed PRDP for Columbia Cliffs

Purpose:

Staff requests for approval of the revised public recreation development plans (PRDPs) for the communities of Desert Aire, Crescent Bar, Sunland, and Vantage; approval of the recently developed PRDP for Columbia Cliffs.

Revisions to the Desert Aire, Crescent Bar, Sunland, and Vantage PRDPs include:

- Applicable provisions from the updated Shoreline Management Plan (approved by FERC on January 16, 2020)
- Inclusion of approved land-use authorizations
- Updates related to changed conditions on Grant PUD property adjacent to these communities (vegetation, encroachments, etc.)
- Addition of any new issues brought up by the communities
- Clarifying language related to allowable non-Project uses and public use rules
- Updates to the land-use authorization application process
- Clarifying language related to the process for future updates to the Shoreline Management Plan and Recreation Resources Management Plan
- Removal of outdated information

The recently developed Columbia Cliffs PRDP includes:

- Applicable provisions from the updated Shoreline Management Plan (approved by FERC on January 16, 2020)
- Inclusion of approved land-use authorizations
- Description of existing conditions on Grant PUD property adjacent to Columbia Cliffs
- Issues brought up by the community
- List of allowable non-Project uses and public use rules
- Land-use authorization application process
- Process for future updates to the Shoreline Management Plan and Recreation Resources Management Plan
**Discussion:** Grant PUD public recreation development plans are living documents intended to demonstrate how adequate public access and public recreation opportunities are achieved when an adjacent residential community desires authorization for non-exclusive non-project uses of Priest Rapids Project lands on Grant PUD fee-owned property. A non-Project use is defined as a third-party use and occupancy of Project lands and waters unrelated to hydroelectric power production or other Project purposes.

The Desert Aire, Sunland, and Vantage PRDPs, were originally developed in 2014 and 2015 and approved by the Grant PUD Board of Commissioners on July 14, 2015 (Resolution 8782). The Crescent Bar PRDP was developed in 2015 and approved by the Commission on February 9, 2016 (Resolution 8811). A community-requested revision to the Sunland PRDP was approved by the Commission on May 28, 2019 (Motion 3299). The Columbia Cliffs PRDP was developed in 2019 in cooperation with the local adjacent community. As developed and revised, these plans ensure public recreation and resource conservation needs are being met on Grant PUD property, while considering the adjacent private property owners through issuance of allowable joint land-use authorizations that provide public access.

**Justification:** Public Recreation Development Plans are developed where appropriate and updated periodically to include new land-use authorizations and other relevant changes in the regulatory environment that may affect Grant PUD’s ability to allow non-Project uses of Project lands and waters as outlined in FERC License Article 420.

**Desert Aire, Crescent Bar, Sunland and Vantage PRDPs –**
Since the PRDPs were originally developed for the communities of Desert Aire, Crescent Bar, Sunland and Vantage, significant changes have occurred, including the removal and restoration of many allowable and non-allowable shoreline uses. The PRDPs have been revised to reflect the current condition of these shorelines and to ensure consistency with the recently updated Shoreline Management Plan approved by FERC in January 2020.

**Columbia Cliffs PRDP –**
Since 2018, Grant PUD has worked closely with the Columbia Cliffs community on developing a new joint land-use authorization for retention of allowable uses and removal of encroachments or non-allowable uses of the shoreline adjacent to the community. The PRDP outlines issues of concern to the community, including retention of irrigated lawn and landscaping and public use of the shoreline. The finalized joint land-use authorization, included in Appendix C of the PRDP, ensures land-based public access to the shoreline and includes terms and conditions that adhere to Grant PUD’s policies, FERC license obligations, and other regulatory requirements.

**Financial Considerations:** The PRDPs do not include provisions that would increase Grant PUD’s financial risk. In fact, bringing these shoreline areas into compliance by removing encroachments and ensuring the appropriate legal mechanisms are in place for authorized third-party uses to limit the district’s liability, reduces both the District’s compliance and financial risks. Additionally, all non-project use permits within a PRDP area require application and annual fees to offset internal labor costs related to application review and processing and permit monitoring.

**Recommendation:** Commission approval of the updated PRDPs for Desert Aire, Crescent Bar, Sunland, and Vantage, and the recently developed PRDP for Columbia Cliffs.

**Legal Review:** See attached e-mail(s).
From: Ross Hendrick
Sent: Monday, March 16, 2020 8:07 PM
To: Shannon Lowry
Cc: Richard Wallen; Ty Ehrman; Randalynn Hovland
Subject: Re: PRDPs for review

Approved

RH

On Mar 16, 2020, at 6:13 PM, Shannon Lowry <Slowry@gcpud.org> wrote:

Hi all – Because I am unable to obtain your signatures, Randalynn needs an email from each of you approving the PRDP memo.

Thanks,
Shannon

From: Shannon Lowry
Sent: Monday, March 9, 2020 1:39 PM
To: Richard Wallen <rwallen@gcpud.org>
Cc: Ty Ehrman <Tehrman@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>
Subject: FW: PRDPs for review

Hi Rich – Via the Sharepoint link below, please find the BOC memo and updated PRDPs for Crescent Bar, Sunland, Desert Aire and Vantage, as well as the new PRDP for the Columbia Cliffs community for your review. Both Ross and Ty have completed their reviews.

Thanks,
Shannon

From: Ross Hendrick <Rhendr1@gcpud.org>
Sent: Thursday, March 5, 2020 4:06 PM
To: J Lowry <Slowry@gcpud.org>; Frederick Ehrman <Tehrman@gcpud.org>
Subject: RE: PRDPs for review

My review is complete, just a few minor edits and a comment on the memo. Ty, not sure how much time you’ll need to review, but I think we should try to get this to Rich tomorrow or first thing Monday if possible so he has adequate to do his CXO review prior to it being put in the BOC package next week.

Thanks and nice work Shannon

RH
Ty and Ross - Below is a link to the PRDPs for Columbia Cliffs, Crescent Bar, Sunland, Vantage, and Desert Aire, as well as a draft memo to Kevin Nordt requesting BOC review and approval of the PRDPs at their March 24 and April 14 meetings. I have received and incorporated comments from all of the community representatives who reviewed the document. There are a few minor things I need to incorporate once I receive them (a signature to the joint land-use authorization in Appendix C of the Col Cliffs PRDP, and some statistics on page 3 of the Desert Aire PRDP).

https://gcpud-my.sharepoint.com/:f:/g/personal/slowry_gcpud_org/ErNM8zG7HQJNhoiaG57qawMBn4oX0bDwFwPgdqYh8TrO1A?e=kbWT3q

Thanks,
Shannon

<Commission Memo_PRDPs.docx>
Approved

Kind regards,

Rich

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From: Shannon Lowry <Slowry@gcpud.org>
Sent: Wednesday, March 4, 2020 3:17 PM
To: Ross Hendrick <Rhendr1@gcpud.org>; Frederick Ehrman <Tehrman@gcpud.org>
Subject: PRDPs for review

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Thanks,
Shannon

<Commission Memo_PRDPs.docx>
Approved.

Ty Ehrman

DESK 509.793.1587
CELL 509.361.8201

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Thanks,
Shannon
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-2114.1 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.

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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.

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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

<table>
<thead>
<tr>
<th>Use/Activity</th>
<th>Project Facilities</th>
<th>Public Recreation Development</th>
<th>Resources Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overnight camping</td>
<td>GCPUD</td>
<td>GCPUD</td>
<td>GCPUD</td>
</tr>
<tr>
<td>Signs/fencing/access barriers</td>
<td></td>
<td>GCPUD*</td>
<td></td>
</tr>
<tr>
<td>Formalized trails/access roads</td>
<td></td>
<td>GCPUD*</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>GCPUD</td>
<td>GCPUD*</td>
<td>GCPUD</td>
</tr>
<tr>
<td>Recreational structures/facilities</td>
<td></td>
<td>GCPUD*</td>
<td></td>
</tr>
<tr>
<td>Water intake or pumping facilities</td>
<td></td>
<td>GCPUD*</td>
<td>GCPUD</td>
</tr>
<tr>
<td>Boat launches/marinas/docks</td>
<td></td>
<td>GCPUD*</td>
<td></td>
</tr>
<tr>
<td>Mooring buoys</td>
<td></td>
<td>GCPUD*</td>
<td>GCPUD</td>
</tr>
<tr>
<td>Concessions and special events</td>
<td>GCPUD</td>
<td>GCPUD</td>
<td>GCPUD</td>
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<tr>
<td>Agricultural use</td>
<td></td>
<td></td>
<td>GCPUD</td>
</tr>
<tr>
<td>Vegetation control and/or removal</td>
<td></td>
<td></td>
<td>GCPUD*</td>
</tr>
<tr>
<td>Erosion protection/stabilization</td>
<td></td>
<td>GCPUD*</td>
<td>GCPUD</td>
</tr>
<tr>
<td>Landscaping or plantings</td>
<td></td>
<td>GCPUD*</td>
<td></td>
</tr>
</tbody>
</table>

*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 water\(^4\) 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

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\(^4\) 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. 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
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:

President

Secretary

Vice President

Commissioner

Commissioner
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
Appendix C
Priest Rapids Recreation Area PRDP Land-Use Authorizations
PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY
LAND USE AUTHORIZATION

Development Area: Priest Rapids Recreation Area

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 678, 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
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 consent 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 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.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee:

[Signature]
Superintendent

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

By [Signature]
Title [Title]

State of WASHINGTON )
) ss.
County of Grant )

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

[Signature]
Barbara Page Patterson

NOTARY PUBLIC in and for the State of Washington, residing at 872 Beav Wy 4th SW.
My commission expires: 05-15-19

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: 1/15/2003
Scale: 1 inch equals 1000 feet

Location: 11 027520 E 5174387 N
Caption: Desert Air Permit #28
New Well Location

Copyright (C) 1999 Mapcon, Inc.
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: G 3-24610, G 3-27938, G 3-28106P
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

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: 

______________________________

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________
) ss. residing at__________________________
My commission expires:__________________________

State of WASHINGTON  )
) ss.
County of Chelan

On this ______ day of June, 2017 before me personally appeared ________________________ 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.

Kari Lynne Danielson  
Commission Expires: 09-18-2017
State of Washington

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.
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.
Development Area: Priest Rapids Recreation Area

Authorization # P328

THIS LAND USE AUTHORIZATION, hereafter referred to as “Permit” entered into this 21st 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: 

[Signature] 
SUSANNE HARTSOCK

State of WASHINGTON  )
County of King  ) ss.

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

[Signature] 
JOHN ANDERSON
NOTARY PUBLIC in and for the State of WA, residing at Woodinville.
My commission expires: May 5, 2019

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

By [Signature] 
Igor Shaposhnik
Title Lands Specialist

State of WASHINGTON  )
County of Grant  ) ss.

On this 3rd day of January, 2018 before me personally appeared [Signature] to be known to be the LANDS SPECIALIST-GRUUD 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] 
Barbara Gentry
NOTARY PUBLIC in and for the State of WA, residing at Ephrata, WA
My commission expires: 5/20/2019
Use of Premises:

1. Twelve stamped concrete colored steps.
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 Recreation Development Plan
Columbia Cliffs

Public Utility District No. 2 of Grant County, Washington

Approved April 14, 2020
Executive Summary

The Columbia Cliffs Public Recreation Development Plan (Columbia Cliffs 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 Columbia Cliffs residential community. Columbia Cliffs is located on the north shore of the Wanapum 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 are encompassed by the FERC Project Boundary2, which includes 34,571 acres of inundated and non-inundated land under various ownerships. Of this property, Grant PUD owns 4,831 acres in fee title. Adjacent to the Columbia Cliffs residential area, Grant PUD owns approximately 6.35 acres of shoreline property (Figure 2).

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 Columbia Cliffs PRDP has been developed in cooperation with the local community and regulatory stakeholders and identifies the specific allowable uses available to the adjacent residential community. The plan reflects 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.

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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 Introduction and Purpose

The Columbia Cliffs Public Recreation Development Plan (PRDP) ensures that public recreation and resource conservation needs are met on Grant PUD fee-owned lands adjacent to the Columbia Cliffs 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.

In late 2018, the Columbia Cliffs community indicated its desire for development of a Public Recreation Development Plan and a joint-use authorization to retain and manage irrigated lawn on Grant PUD property for the purpose of continued recreational use.

In coordination with Grant PUD and consistent with Grant PUD Commission Resolution No. 8709 (Appendix A) and all other applicable shoreline regulations, this PRDP provides Grant PUD’s policies related to allowable uses of the shoreline adjacent to Columbia Cliffs.

During 2019, the community developed a land-use application that includes plans for providing public access and for removal of all existing non-allowable uses of the shoreline. The application was determined sufficient by Grant PUD in September 2019, contingent on removal of all non-allowable uses of the shoreline. Following removal of these uses, Grant PUD issued the requested land-use authorization in early 2020 (Appendix C).
Figure 1  Columbia Cliffs, Douglas County, WA
Figure 2  Grant PUD Property Ownership at Columbia Cliffs.
2.0 Community and Shoreline Characterization

The Grant PUD fee-owned shoreline property adjacent to the Columbia Cliffs community included in this PRDP was acquired in 1965 for the purpose of operating the Priest Rapids Hydroelectric Project. This shoreline property is located on the north side of the Columbia River on the shores of the Wanapum Reservoir at river mile 442. There are 15 residential parcels adjacent to Grant PUD property in the defined PRDP area.4

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 Columbia Cliffs. 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.

The use and development of the Columbia Cliffs shoreline area is governed by land use and environmental regulations administered by Douglas County through the Building, Emergency Management, Fire Marshal and Planning departments.

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

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4 Residential parcels in the Columbia Cliffs area located adjacent to Grant PUD property are divided into three distinct development groups: Mansfield Plat (5 lots), Columbia Cliffs Homeowners Association (7 lots), and Trinidad Riverview Water Association (3 lots). For the purpose of this PRDP, these adjacent properties are collectively referred to as Columbia Cliffs.
shoreline, public open green space, and public buoys or docks. 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-exclusive 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.

2.1 Reclassification of the Columbia Cliffs Shoreline Area

FERC approved Grant PUD’s request to reclassify its fee-owned property adjacent to Columbia Cliffs from Resource Management to Public Recreation Development. This acreage was originally classified as Resource Management under Grant PUD’s 2013 Shoreline Management Plan due to public access constraints and because no formalized recreation development in that location was required by Grant PUD’s license. Desired uses of the Project lands by the adjacent community, which includes existing buoys, landscaping, and irrigated lawn are not allowable under the Resource Management classification. Reclassification of the property to Public Recreation Development allows Grant PUD to permit certain uses, as outlined in this PRDP. The Public Recreation Development classification is consistent with the classification of Grant PUD fee-owned property adjacent to the Vantage, Desert Aire, Sunland Estates, and Crescent Bar communities, and is also consistent with the Douglas County Shoreline Master Program classification of Grant PUD property at Columbia Cliffs as Rural Recreation. All current uses on the lands adjacent to the Columbia Cliffs community which are not allowable under the Public Recreation Development classification have been removed in compliance with Grant PUD’s license, and all local, state and federal laws (see also Section 7.1 of this PRDP).

2.2 Public Access and Shoreline Use

Prior to development of this PRDP, visitors to Grant PUD property in the Columbia Cliffs area were limited to access from the river. Under the terms and conditions of the Columbia Cliffs joint land-use authorization, land-based public access is required and provided as indicated in Figure 3. Under the terms of the authorization, public access signage and Grant PUD public use rules will be posted in the appropriate locations by the permit holders. Additionally, the permit holders may not create a barrier to public access, and all users of the shoreline must adhere to the public use rules (Appendix B) and terms of the authorization (Appendix C).

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5 170 FERC ¶ 62,027 (2020)
Figure 3  Columbia Cliffs Public Access Points
3.0 Stakeholder and Public Outreach

This 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 website and social media. Interested parties may also contact Grant PUD staff directly by calling 509-754-5085 or by email at (lands@gcpud.org).

3.1 Stakeholder Consultation

Grant PUD staff met with agency and tribal stakeholders on July 18, 2018, January 16, 2019, January 25, 2019, and February 12, 2020 to discuss and provide updates on the PRDP comprehensive planning process for Columbia Cliffs. Attendance at these meetings included U.S. Army Corps of Engineers, NOAA Fisheries, Washington State Parks, Washington State Fish & Wildlife, U.S. Bureau of Reclamation, Grant County Planning Department, and the Wanapum of Priest Rapids. The opportunity to formally comment on Grant PUD’s request to reclassify the lands adjacent to Columbia Cliffs also occurred through the Shoreline Management Plan update consultation process. No substantive comments regarding the land reclassification at Columbia Cliffs were received during this consultation.

3.2 Columbia Cliffs Community Issues

Specific to management of the property adjacent to Columbia Cliffs, Grant PUD meets with community members periodically to discuss issues regarding management and use of Grant PUD property. In fall and winter of 2018-19, Grant PUD held several meetings with adjacent landowners to discuss the potential for maintaining specific existing uses of Grant PUD property, including irrigated lawn and landscaping. Through the stakeholder communication process, several important issues were discussed and are considered in this PRDP, including:

- Shoreline access and trespassing on private property
- Retainment of irrigated lawn and landscaping
- Restriction of hunting
- Camping on the shoreline
- Security and sanitation
- Permitting process
- Grant PUD property management activities, including protection of sensitive resources
- Parking limitations within the Columbia Cliffs community
• Reclassification of Grant PUD property adjacent to Columbia Cliffs from Resource Management to Public Recreation Development

• Liability of the adjacent property owners for public misbehavior, wrongdoing, or permit violations

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 landscaping, camping, large group events, etc., require a permit from Grant PUD. Burning of any kind is not allowed on Grant PUD-owned property. Hunting within the permitted shoreline area adjacent to Columbia Cliffs is prohibited by Grant PUD due to the proximity of residential homes.

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

<table>
<thead>
<tr>
<th>Use/Activity</th>
<th>Project Facilities</th>
<th>Public Recreation Development</th>
<th>Resources Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overnight camping</td>
<td>GCPUD</td>
<td>GCPUD</td>
<td>GCPUD</td>
</tr>
<tr>
<td>Signs/fencing/access barriers</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Formalized trails/access roads</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>GCPUD</td>
<td>GCPUD*</td>
<td>GCPUD</td>
</tr>
<tr>
<td>Recreational structures/facilities</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water intake or pumping facilities</td>
<td>GCPUD*</td>
<td></td>
<td>GCPUD</td>
</tr>
<tr>
<td>Boat launches/marinas/docks</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mooring buoys</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concessions and special events</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agricultural use</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetation control and/or removal</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Erosion protection/stabilization</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping or plantings</td>
<td>GCPUD*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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 4. 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 of non-Project use requested.
Figure 4  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).

5.0 Columbia Cliffs Land-Use Authorization

The following specific standards apply to the Columbia Cliffs joint land-use authorization.

5.1.1 Landscaping and Irrigation

All existing landscaping (lawn and plantings) within the Columbia Cliffs Joint Land-use Authorization area must be maintained as outlined in the permit terms and conditions (Appendix C). No landscaping activities on Grant PUD property outside the permitted area are allowed. Hand-watering of any permitted landscaping is allowed, but no new lawn or new underground irrigation is authorized or will be permitted in this area.

5.1.2 Use of Fertilizers, Pesticides, and Herbicides

Grant PUD encourages the hand removal of noxious, invasive, or non-native weeds. Grant PUD also requires permittees to remove any noxious weeds that have become established in the areas covered by the land use authorization. Fertilizers or herbicides may only be used on Grant PUD property as provided for under the terms and conditions of the land-use authorization (Appendix C).

On lands outside the permitted area in the Columbia Cliffs shoreline area, Grant PUD evaluates and treats noxious weeds throughout the year. Vegetation assessments are done early in the growing season, typically in March. The first weed treatment is typically 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.

5.1.3 Tree Trimming

Adjacent property owners may not remove dangerous, dead, or dying 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 to improve viewscapes or access requires written authorization from Grant PUD.

5.1.4 Sanitation and Security

Grant PUD manages its Project Lands in accordance with the public access and use policies included in its Shoreline Management Plan and as posted on lands adjacent to Columbia Cliffs. Grant PUD security patrols secure Project areas year-round and recreation areas during the summer season. Sanitation within the Columbia Cliffs Joint Land-Use Authorization permitted area is the responsibility of the permit holders. Local law enforcement should be contacted immediately by calling 911 in the case of an emergency.

5.1.5 Docks and Marinas

A dock is defined as any shore-based structure encroaching into a waterway used to temporarily moor boats and/or accommodate recreational activities. All docks must have a separate approved Grant PUD land-use authorization and meet current local, state, and federal requirements as administered through the external permitting and approval process.

5.1.6 Mooring Buoys

Grant PUD owns in fee title submerged lands adjacent to the Columbia Cliffs shoreline. Buoys anchored on this property may be permitted by Grant PUD, but must conform with Douglas County, state, and federal permit requirements. Once Grant PUD issues a land use authorization, the permittee is responsible for installing and maintaining the mooring buoy to Grant PUD standards. The buoy must be marked with the assigned land use authorization number. Grant PUD is not responsible for damage to watercraft or mooring buoys. All non-permitted buoys are removed without notice during routine reservoir inspections. Permitted mooring buoys out of compliance with local, state, and federal requirements will be reported to the appropriate agency for enforcement action.

Shoreline anchoring and tethering of any kind is not allowed on Grant PUD property. Temporary anchoring in the river is allowed subject to the following conditions:

- Fluctuating water levels should be considered when temporarily anchoring a vessel.
- Non-shore 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 are removed by Grant PUD without notice.
- No boat may be anchored within a designated swim area.
- No one may reside aboard a moored or free-floating boat.
- All risks associated with temporarily anchored vessels are the responsibility of the owner.
5.1.1 Hunting

Due to the proximity of residential homes at Columbia Cliffs, hunting from the shoreline is restricted on Grant PUD property within the Columbia Cliffs PRDP area.

6.0 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.

6.1 Columbia Cliffs Non-Project Use Permits

As of November 14, 2018, all non-Project existing uses (whether permitted or not) of Grant PUD-owned lands adjacent to Columbia Cliffs 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 Columbia Cliffs are listed below. Copies of all approved Land-Use Authorizations can be found in Appendix C.

- Dennis and Carmen Weber, P-339, 2 mooring buoys
- Columbia Cliffs, P-348, public open green space with landscaping, lawn, and irrigation.
- Trinidad Water Association, (permit pending), pump house/irrigation withdrawal.

7.0 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.

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.

7.1 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 outline the general 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 of time.

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.

8.0 **PRDP 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 Columbia Cliffs 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 Columbia Cliffs residential area will only be implemented and included in the Columbia Cliffs PRDP with the input of the Columbia Cliffs community and in adherence with Grant PUD’s license requirements and policies, and other applicable regulations.
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:  

[Signatures]

Secretary  

[Signatures]

Vice President  

Commissioner  

[Signatures]
Appendix B
Grant PUD 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
Columbia Cliffs Land-Use Authorizations
THIS LAND USE AUTHORIZATION, hereafter referred to as “Permit” entered into this ______ day of __________, 2020, 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 Paul Moulton, Susan Moulton, Dan Mustell, Anthony Costantino, Carol J. Ramar, Kay Sikes, Michael Mansfield, Patricia Curran, Stuart Campbell, Leslie Campbell, Peter Romano, Susan Romano, Melanie Stewart, Wayne Williams, James Stansfield Estate, Andrew Goto, Beryl Goto, Robert Keeler, Jeremy Hoskins, Traci Hoskins, Trinidad Riverview LLC, Trinidad Riverview Water Association, whose address is 2431 Basalt Drive, Quincy, WA 98848, hereafter referred to as the "Permittee."

W I T N E S S E T H:

Permittee does hereby receive Permit from Grant PUD, on the terms and conditions hereinafter set forth, those certain lands and waters including improvements situated in the County of Douglas, 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 purpose of public open green space more particularly 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 Thousand One Hundred Dollars ($2,100.00) no later than July 15, of each year. A late fee of Fifty Dollars ($50.00) will be charged for payment made after 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 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 stored overnight 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 all non-Project uses within the Permitted Area are 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 Use(s) or require documentation from Permittee (including photographs, invoices, etc.) demonstrating compliance with the, 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 defending 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 access to the Permitted property via the designated access points 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 Uses 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 Uses, or, if in the opinion of Grant PUD the Permitted Uses 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 Uses without expense to Grant PUD.

12. In connection with the operation or maintenance of the Permitted Uses, no attempt shall be made by the Permittee to forbid or interfere with the full and free authorized use by the public of Grant PUD lands or any project waters at or adjacent to the Permitted Uses, 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 operation or maintenance of the Permitted Uses. 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 Uses.

14. All expenses and responsibilities for the operation and maintenance of the Permitted Uses, 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 Uses, growing out of the operation or maintenance by the Permittee of the Permitted Uses.

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 Uses, upon expiration of this Permit, or upon revocation of this Permit, the Permittee shall remove the Permitted Uses within thirty (30) days, at the Permittee’s expense, and restore the waterway and lands to their former condition as of the Effective Date of this Permit. If the Permittee fails to complete removal and restoration to the satisfaction of the Grant PUD, Permittee agrees that Grant PUD may do so and recover the cost from the Permittee.

17. Permittee may not engage in commercial activity on, or otherwise charge a fee for the use of, the Permitted Area or Permitted Uses.

18. This Permit is issued in reliance upon all the information in the application being true and complete. Other than the general maintenance activities included in this permit, no modifications may be made to any Permitted Uses without prior authorization from Grant PUD.

19. Permit numbers shall be posted in a location that is visible from the shoreline and the reservoir.

20. Grant PUD shall not be liable for any damage or injury to the Permitted Uses 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.

21. The operation and maintenance of the Permitted Uses 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.
22. The Permittee is responsible for all Permitted Uses. 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 maintenance plans or facilities are safe, proper or adequate for the purpose intended.

23. The Permittee shall keep project lands and waters occupied by, and surrounding, the Permitted Uses free of all waste, garbage, and other unsightly debris and materials.

24. 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.

25. 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.

26. 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.

27. Grant PUD reserves the right to modify the Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions as deemed necessary.

28. 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 Part A 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. Grant PUD will provide the name of a designated contact upon issuance of this Permit.

29. All owners of a front-lot property adjacent to the Permitted Area that have signed the Application for Land Use Authorization are 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.

30. Grant PUD will conduct compliance inspections, more particularly described in the Columbia Cliffs Public Recreation Development Plan, to ensure continued compliance with the terms and conditions of the authorization. Formal inspections of authorized uses will be conducted once per year (Exhibit C). 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:

Public Access: Public pedestrian access to the permitted area is provided via the route shown in Exhibit A. Signage indicating public pedestrian access at this location will be installed at the approval of Grant PUD (Exhibit D). The Permittee will not create any unauthorized barriers to public access via this route.

Maintenance: All lawn and landscape planting areas will be maintained in a way that ensures these areas are safe and enjoyable for the public, and adhere to the Non-Project Uses Standards and Guidelines included in the Priest Rapids Project Shoreline Procedures and Standards Manual. These lawn and landscape maintenance activities will adhere to all local, state, and federal requirements. The Permittee will keep the permitted area free of trash and vegetative debris. Permittee may use 4-wheel ATVs, lawn tractors and/or power mowers within the permitted area solely and exclusively for purposes of landscape maintenance and clean-up.

Operation: The Permittee will not charge the public for use of the permitted areas, nor prohibit the public from accessing the area through the permitted public pedestrian access route. Any special events held within the permitted area involving more than 35 people (e.g., weddings, family reunions, etc.) will be applied for separately under the procedure outlined in Grant PUD’s Procedures and Standards Manual. The public will be allowed to use the permitted area in adherence with Grant PUD’s Public Use Rules (see Attachment D) and applicable federal, state and local law.

Signage: Signage will be installed by or at the approval of Grant PUD: Public Pedestrian Access, Grant PUD Public Use Rules, Grant PUD Public Area, No Hunting Allowed (Exhibit D), and property line delineation stakes.

Permit violations: Any future unauthorized uses of Grant PUD property within the permitted area are the responsibility of the Permittee. Any property damage will be reported to Grant PUD.

Compliance Monitoring & Enforcement Access: Grant PUD will conduct shoreline monitoring and other maintenance actions stated above via the following designated access points: (1) Trinidad Riverview community access parking lot and trail, (2) public pedestrian access trail, (3) a granted easement1, and (4) Columbia River shoreline access (Wanapum reservoir).

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1 Grant of Easement by Stuart V.M. Campbell and Leslie C.G. Campbell (Grantors) to Public Utility District No. 2 of Grant County (Grantee), Recorded in Douglas County, Washington 01/21/2011. “A perpetual, nonexclusive easement for ingress and egress for Grantee’s service and maintenance vehicles across and over that portion of the Grantor’s Property ("Easement") described as: The 30-foot strip of land lying adjacent to and of Lot 1, as delineated on Columbia Cliffs Plat, Douglas County, Washington, according to the plat thereof in Volume C of Plats, Page 47; the North line of said strip measuring 30 feet, the East line measuring 100.77 fee, the South line measuring 31.18 feet and the West line measuring 92.17 feet.”
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee Representative:

By Peter Romano

Permit Grantor:

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

By ______________________

Title ______________________

State of California )
ss.
County of Riverside

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

FABIAN ZAMORA
COMM. #2202899
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Commission Expires June 26, 2021

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

Permit Grantor:

Public Utility District No. 2 of Grant County

By __________________________
Title _________________________

Permittee:

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<tr>
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<td>c/o Brad Crocco, 26611 6th PL S, Des Moines, WA 98198</td>
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*CAMPEL SIGNATURES RELATE TO THE VERSION OF THIS DOCUMENT RECEIVED 3-6-2020 AT 2:06 PM ET AND INCLUDED IN TRANSMISSION TO FLOYD OF THE PUD ON 3-6-2020. THE OTHER SIGNATURES ABOVE MAY RELATE TO DIFFERENT VERSIONS OF THE DOCUMENT.*
Parcels 2022141002, 20221410012, 91003601800, 91003100000

Those portions of the Northwest quarter of the Northwest quarter of Section 13, the Northeast quarter of the Northeast quarter of Section 14, Township 20 North, Range 22, E.W.M., Douglas County, Washington, lying south of the Priest Rapids Hydroelectric Project boundary.
### EXHIBIT “B”

**Use of Premises:**

<table>
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<tr>
<th>List of Columbia Cliffs Authorized Uses</th>
<th>General Stipulations*</th>
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<tr>
<td>A. Lawn and Irrigation System</td>
<td>All existing lawn and underground irrigation within permitted boundary will be maintained by Permittee.</td>
</tr>
<tr>
<td>B. Electric Pedestal</td>
<td>Electric pedestal serves electricity to the irrigation well (separate permit pending). Electrical outlets have been plated off and water spigot is locked - spigot will be removed when/if valve is located.</td>
</tr>
<tr>
<td>C. Landscape Island #1</td>
<td>The existing hardened structures and plantings in Landscape Island #1 will be maintained by Permittee. No private property may be placed on concrete pad.</td>
</tr>
<tr>
<td>D. Ornamental Hedge</td>
<td>Approximately 12 feet of existing hedge will be maintained by Permittee.</td>
</tr>
<tr>
<td>E. Shoreline/Beach Delineators</td>
<td>For the purpose of arresting erosion, two shoreline delineators will be maintained by the Permittee. No addition to these delineators may occur without authorization from Grant PUD.</td>
</tr>
<tr>
<td>F. Jetty #1 w/ two embedded concrete blocks</td>
<td>No new material may be added to extend or stabilize jetty. No anchors or other metal may be inserted into these concrete structures.</td>
</tr>
<tr>
<td>G. Ornamental Hedge and Landscape Plantings</td>
<td>Existing hedge and landscape plantings will be maintained by Permittee.</td>
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<tr>
<td>H. Concrete ramp</td>
<td>Barricade to this ramp must remain in place and no use of this ramp may occur.</td>
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<tr>
<td>I. Landscape Island #2</td>
<td>The existing hardened structures and plantings within that portion of Landscape Island #2 located on Grant PUD property will be maintained by Permittee.</td>
</tr>
<tr>
<td>J. Jetty #2 w/1 set of embedded concrete steps and two embedded concrete blocks.</td>
<td>No new material may be added to extend or stabilize jetty. No anchors or other metal may be inserted into these concrete structures.</td>
</tr>
<tr>
<td>K. Landscape Island #3</td>
<td>The existing hardened structures and plantings in Landscape Island #3 will be maintained by Permittee.</td>
</tr>
<tr>
<td>L. Jetty #3 w/two embedded concrete blocks</td>
<td>No new material may be added to extend or stabilize jetty. No anchors or other metal may be inserted into these concrete structures.</td>
</tr>
<tr>
<td>M. Concrete stairs (2 sets)</td>
<td>No alteration to these structures may occur.</td>
</tr>
</tbody>
</table>

*No additions to these existing structures will be made by the Permittee under this authorization.*
Columbia Cliffs Authorized Uses

A. Lawn and Irrigation System
- All existing lawn and underground irrigation within permitted boundary will be maintained by Permittee.

B. Electric Pedestal
- Electric pedestal serves electricity to the irrigation well (separate permit pending). Electrical outlets have been plated off and water spigot is locked - spigot will be removed when silo valve is blocked.

C. Landscape Island #1
- The existing hardened structures and plantings in Landscape Island #1 will be maintained by Permittee. No structural alterations to this portion of the island may occur without permission from Grant PUD. No private property may be placed on concrete pad.

D. Ornamental Hedge
- Approximately 12 feet of existing hedge will be maintained by Permittee.

E. Shore delineators
- For the purpose of maintaining erosion, two shoreline delineators will be maintained by the Permittee. No addition to these delineators may occur without authorization from Grant PUD.

F. Jetty #1 w/two embedded concrete blocks
- No new material may be added to extend or stabilize jetty. No anchors or other metal may be inserted into these structures.

G. Ornamental Hedge and Landscape Plantings
- Existing hedge and landscape plantings will be maintained by Permittee.

H. Concrete ramp
- Barricade to this ramp must remain in place and no use of this ramp may occur.

I. Landscape Island #2
- The existing hardened structures and plantings will be that portion of Landscape Island #2 located on Grant PUD property will be maintained by Permittee. No structural alterations to this portion of the island may occur without permission from Grant PUD.

J. Jetty #2
- No new material may be added to extend or stabilize jetty. No anchors or other metal may be inserted into these structures.

K. Landscape Island #3
- The existing hardened structures and plantings in Landscape Island #3 will be maintained by Permittee. No structural alterations to this portion of the island may occur without permission from Grant PUD.

L. Jetty #3
- No new material may be added to extend or stabilize jetty. No anchors or other metal may be inserted into these structures.

M. Concrete stairs (2 sets)
- No alteration to these structures may occur.
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. Grant PUD will conduct audit via one of the following designated access points: (1) Trinidad Riverview community access parking lot and trail, (2) public pedestrian access trail, (3) 30’ easement lying adjacent to and West of Lot 1, Columbia Cliffs Plat and (4) Columbia River shoreline access (Wanapum reservoir).

3. The Audit may be coordinated with the Permittee Designated Contact or conducted independently. Spot inspections of this Permit may also occur during routine monitoring.

4. Monitoring by boat and land 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. Spot inspections of Land Use Authorizations may also occur during routine monitoring.

5. Drones may be used for capturing aerial video footage for compliance and monitoring of permitted area.

6. 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.

7. 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, Permit conditions may be changed by staff.

8. 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.

9. Mitigation, restoration, fines, fees, or penalties may also apply.
Public Pedestrian Access:

Columbia Cliffs Shoreline
Public Access

Public Use Rules

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

- No smoking
- No cars
- No motorized vehicles
- No fires

Recreate Responsibly
Help protect historic and cultural resources.
Signage: Public Use Rules

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 @ 1-800-422-9903 (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
Pristor Rapids Hydroelectric Project
FERC License No. P-2114
18 CFR Ch. 1 PART 8
Signage: Public Areas

Grant PUD
Priest Rapids Project
PUBLIC AREA
Signage: No Hunting

NOTICE
DISCHARGING
FIREARMS
PROHIBITED

NO HUNTING

Public Utility District No. 2 of Grant County, WA
Pilchuck Agape Hydroelectric Project
FERC License No. P-2114
Public Recreation Development Plan
Crescent Bar Recreation Area

Public Utility District No. 2 of Grant County, Washington

Approved - January 26, 2016
Revised - April 14, 2020
Executive Summary

The Crescent Bar 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 Crescent Bar residential community. Crescent Bar is located on the east shore of the Wanapum 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 Crescent Bar residential parcel owners, Grant PUD owns approximately 218 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 Crescent Bar PRDP was originally developed in 2016 in cooperation with the local community and regulatory stakeholders and identified the specific allowable uses available to the adjacent residential communities. 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.

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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/faqshshzline-mgt.asp
3 170 FERC ¶ 62,027 (2020)
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1.0 Intent and Purpose

The Crescent Bar 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 Crescent Bar 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 Crescent Bar 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 The Town of Crescent Bar and the Crescent Bar Recreation Area, Grant County, WA
2.0 Community and Shoreline Characterization

The Grant PUD fee-owned shoreline property adjacent to the Crescent Bar community included in this PRDP was acquired in 1965 for the purpose of operating the Priest Rapids Hydroelectric Project. These 218 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 439 and 441.

Crescent Bar is a popular recreation destination with approximately 380 privately developed residential/recreational homes/condos and approximately 85 developable residential parcels located within the greater Crescent Bar area. Of these, approximately 7 percent are occupied on a year-round basis. Adjacent to the Grant PUD fee-owned shoreline at Crescent Bar are the community recreation/residential developments of Crescent View Condominiums, The Cliffs at Crescent Bar, Sunnerra, The Orchards, Crescent Bay Resort, Crescent Ridge Ranch, and several single-family residences. In addition, there is a private membership campground, a hotel, and various seasonal commercial businesses that support the community. These private community resorts offer a variety of amenities including pools, play yards, tennis courts, exercise facilities, and an executive golf course, along with commercial businesses for lodging, dining, miniature golf, recreation vehicle rental, and apparel. The private Leisure Time Resort campground has 100 full hookups, 5 tent sites and 5 trailer rentals, along with a clubhouse, horseshoe pits, laundry facility, basketball court, playground, RV storage, pool, spa, tennis court, tetherball and volleyball court.

Adjacent to the residential communities described above is Crescent Bar Island, which is owned in fee title by Grant PUD. On the island, there are three recreation/residential developments consisting of a condominium complex (110 units) and two RV parks (305 lots). Grant PUD leases approximately 38.5 acres and buildings/infrastructure improvements to these three homeowners associations (Crescent Bar Condominium Master Association, Crescent Bar Recreational Vehicle Park Owners Association, and Crescent Bar South RV Park) for continued long-term recreation/residential use. A four-year legal dispute between Grant PUD and the on-island Crescent Bar HOAs ended in 2015 with a settlement agreement that provided Grant PUD the ability to meet its license obligations related to recreation and public access and the island residents with long-term leases.

In addition to Grant PUD’s SMP, the use and development of the Crescent Bar shoreline area is governed by land use and environmental regulations administered by Grant County through the Community Development Department. Grant County’s comprehensive plan and associated zoning classification assigned to Grant PUD fee-owned lands within the Crescent Bar Recreation Area is zoned as Recreation Development, which allows for single-family residential and commercial development related to seasonal, resort-related, or tourist activities in rural areas.

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 Crescent Bar. 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.

While certain undeveloped shoreline areas and the south end of Crescent Bar Island are classified as Resource Management, that portion of the Crescent Bar Recreation Area covered in this plan is designated as Public Recreation Development, which in general allows for non-Project recreation-oriented development and includes areas required by Grant PUD’s FERC License to be developed for public recreation purposes. Any allowable 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.

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 certain recreation-based facilities with public access, such as pedestrian trails and docks. 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.

2.1 Public Access and Shoreline Use

The Crescent Bar Recreation Area shoreline is served by four main public access points (Error! Reference source not found.): the Teal Road Access, Chinook Park Day-Use Area, Chinook Park Boat Launch, and access over the bridge to Crescent Bar Island. With the exception of the three residential leased areas (38.5 acres), all other areas on the Crescent Bar Island are fully accessible to the public.
Figure 2  Crescent Bar Recreation Area public access and Crescent Bar community access points.
3.0 Public Outreach and Stakeholder Consultation

The Crescent Bar 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 Crescent Bar Community Issues

Grant PUD meets with members of the Crescent Bar 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 and crowd management
- Emergency services response time
- Crescent Bar Recreation Area operations and maintenance
- Shoreline access and trespassing on private property
- Lack of adequate concessions and community gathering spaces on Crescent Bar Island
- Lack of overnight moorage accommodation
- Control of mosquitos and geese

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.

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

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

*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

Applicant reviews SMP to identify potential allowable uses

Applicant submits Non-project Application and fee to Grant PUD

Grant PUD forwards terms and conditions of authorization to applicant

Grant PUD Review

Applicant prepares applications for permits from local, state, federal agencies as required

If FERC approval is required, see Procedures and Standards Manual for Shoreline Management

Authorization instrument is finalized with terms and conditions after all necessary permits are received by the applicant and reviewed by Grant PUD

Compliance monitoring

Authorization renewal fee

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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 Crescent Bar Recreation Area, Grant PUD’s operations and maintenance contractor (Central Washington Management Group) 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 27 miles south of Crescent Bar 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. Crescent Bar 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 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.

4.2.6 Docks and Marinas

Grant PUD maintains a 22-slip day-use marina facility at Crescent Bar. A portion of this facility is available to the general public during daylight hours only, and several slips are allocated to commercial vendors for marine vessel rentals.

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 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.
4.2.7 Mooring Buoys

Grant PUD does not allow placement of mooring buoys adjacent to the Crescent Bar shoreline. 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 Crescent Bar Recreation Area 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 Crescent Bar 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 Crescent Bar are listed below. Copies of all approved Land-Use Authorizations can be found in Appendix C.

- Crescent Bar South RV Park, 16 / P-327, landscape/grass (adjacent to Crescent Bar Recreation Area Well No. 2)
- Greater Crescent Bar Owners Association, P-343, 5-year permit for mosquito spraying

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4 Grant County Shoreline Master Program, Article IV 24.12.390(g)(1)
6.0 Developed Facilities

6.1 Operations and Maintenance of Project Facilities
Grant PUD owns and operates the Crescent Bar Recreation Area, which includes a variety of accessible amenities, including 2 two-lane boat launches, 22-slip day-use marina, 55-site full hook-up RV campground; day-use areas with a designated swim beach, picnic shelters and tables, fire grills, playground, and sports courts; a 3-mile shoreline trail; restrooms with showers, vault toilets, 9-hole golf course; and interpretive signage. The recreation area is operated and maintained under contract with Grant PUD and by Grant PUD maintenance and security crews. The recreation area and the residential lease areas are provided water and wastewater services via on-site systems also owned and operated by Grant PUD and its contractors. Grant PUD adheres to all local, state and federal regulations in operation of the Crescent Bar Recreation Area water and wastewater systems.

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 Crescent Bar PRDP is reviewed concurrent with these reviews and updates. Any newly proposed recreation-based non-Project uses or proposed major capital recreation facility development on Grant PUD shoreline property adjacent to Crescent Bar will only be implemented and included in the Crescent Bar PRDP with the input of the Crescent Bar community and in adherence with Grant PUD’s license requirements and policies, and other applicable regulations.
Appendix A
Grant PUD Commission Resolution 8709
Appendix B
Grant PUD Public Use Rules
Appendix C
Crescent Bar Recreation Area PRDP Land-Use Authorizations
Appendix A
Grant PUD Commission Resolution 8709
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:

[Signatures]

President

Vice President

Commissioner

Commissioner
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
Appendix C
Crescent Bar Recreation Area PRDP Land-Use Authorizations
PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY
LAND USE AUTHORIZATION

Development Area: Crescent Bar x Wanapum □ Priest Rapids

Authorization # P327

THIS LAND USE AUTHORIZATION, hereafter referred to as "Permit" entered into this 6th day of September 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 Crescent Bar South RV Owners Association, whose address is 816 Country Ave NE, Quincy, WA 98848, hereafter referred to as the "Permittee."

WITNESSETH:

Permittee does hereby receive Permit from Grant PUD, on the terms and conditions hereinafter set forth, 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 One Hundred Fifty Dollars ($150.00) and monthly water and utility tax charges for April-September at $96.60 for a total of $246.60 due no later than July 15 of each year, beginning July 15, 2018. Water/Utility tax charges are subject to change and will be billed annually.

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 hereto. 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:

Public Use/Access:
The Permittee agrees that all members of the public shall have use and access to and use of the permitted area Project lands and waters for recreational purposes. The use permitted provides a public benefit and is non-exclusive in nature.

Signage:
- Grant PUD will install a "Public Use Rules" sign.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee:  
Joan C. Aliment  
Secretary/Treasurer  

CBSRV

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

By Sheryl Dotson  
Title Property Services Supervisor

State of WASHINGTON )
) ss.

County of WA)

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.

Jorge L. Rios  
NOTARY PUBLIC in and for the State of WA, residing at Quincy
My commission expires: 4-10-2021

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:_____________________
Parcel #141325000

The Southwest quarter of Section 19, Township 20 North, Range 23, E.W.M., Grant County, Washington.
Use of Premises:

1. Irrigated lawn area maintained for public pedestrian access. Located adjacent to Well No. 2 outside the South RV Owners Association lease area.
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 (Rev. 4/4/19)

Development Area: Crescent Bar  X Wanapum  □ Priest Rapids
Authorization # P-343

THIS LAND USE AUTHORIZATION, hereafter referred to as “Permit” entered into this 10th day of December, 2019, 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 Greater Crescent Bar Owners Association, whose address is 2004 West Yakima Avenue, Yakima, WA 98902, hereafter referred to as the “Permittee.”

WITNESSETH:

Permittee does hereby receive Permit from Grant PUD, on the terms and conditions hereinafter set forth, 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 Fifty Dollars ($50.00) 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. 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.

6. The Permit is automatically renewed for successive one-year periods through July 4, 2024, 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.

7. 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.

8. (A) The Permittee shall at all times ensure that the Permitted Use(s) 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 Use(s) 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 the Permitted property to conduct the inspections and actions stated above.

9. 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 Use(s) shall in no way interfere with such uses, regulations or control of the reservoirs or its water.

10. The Permittee agrees that if subsequent operations by Grant PUD require an alteration in the location of the Permitted Use(s), or, if in the opinion of Grant PUD the Permitted Use(s) 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 Use(s) without expense to Grant PUD.

11. In connection with the ownership, construction, operation or maintenance of the Permitted Use(s), no attempt shall be made by the Permittee to forbid or interfere with the public’s full and free authorized use of Grant PUD lands or Project waters of, within, or adjacent to the Permitted Area or the Permitted Use(s).
12. 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 Use(s). 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 Use(s).

13. All expenses and responsibilities for the construction, installation, operation and maintenance of the Permitted Use(s), including the expenses of obtaining all necessary federal, state and local Permits or approvals, shall be borne solely by the Permittee.

14. 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 Use(s), growing out of the ownership, construction, installation, operation or maintenance by the Permittee of the Permitted Use(s).

15. (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 the 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 Use(s), upon expiration of this Permit, or upon revocation of this Permit, the Permittee shall remove the Permitted Use(s) within thirty (30) days, at the Permittee's expense, and restore the waterway and lands to their former condition as of the Effective Date of the Permit. 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.

16. Permittee may not engage in commercial activity or otherwise charge a fee for the use by others of the Permitted Area or Permitted Use(s) without authorization.

17. 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.

18. Grant PUD shall not be liable for any damage or injury to the Permitted Use(s) 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.

19. The ownership, construction, operation and maintenance of the Permitted Use(s) 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.

20. The Permittee is responsible for proper design, engineering, construction, installation and maintenance of the Permitted Use(s). 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, amenities, or facilities are safe, proper or
adequate for the purpose intended.

21. The Permittee shall keep Project lands and waters occupied by, and surrounding, the Permitted Use(s) free of all waste, garbage, and other unsightly debris and materials.

22. 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.

23. 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.

24. 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.

25. Grant PUD reserves the right to modify the Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions as required or deemed necessary.

26. Grant PUD will conduct compliance inspections, more particularly described in Exhibit “C” attached 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 Designated Contact 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. Insurance: The Licensee must provide proof of commercial general liability insurance with Grant PUD named as additional insured on a primary and non-contributory basis during the permit term and with the following minimum limits:
   a. $1,000,000 each occurrence
   b. $500,000 damage to permitted premises
   c. $1,000,000 personal injury
   d. $2,000,000 general aggregate (per project)
   e. $2,000,000 products and completed operations aggregate
   f. $5,000,000 Excess Insurance per occurrence and in the aggregate when combined with underlying primary limits

2. The Permittee will provide Grant PUD a certificate of insurance annually evidencing such coverage no later than May 15 of each year.

3. The Permittee will provide Grant PUD Property Services Department with 7 days advance notice of chemical application dates and times. Lands@gcpud.org

4. The Permittee will notify all community contacts by email 48 hours in advance of application to provide notification to all tenants in the Crescent Bar Recreation area.

5. The applicator will comply with all license requirements for spraying including chemical application posting notifications to the public at the following locations:
   a. Golf course/shoreline trail
   b. Campground
   c. Chinook Park
   d. Riverbend Park
   e. Riverbend Boat Launch
   f. Shoreline trail adjacent to the Orchards, Leisure Time and Crescent Bay developments.
   g. Crescent Bar Condos
   h. North RV Park
   i. South RV Park

6. Permittee will provide applicator’s chemical application form to Grant PUD after each ground application.
Section 19, Township 20, Range 23, E.W.M., Grant County, Washington

Physical Description: Crescent Bar Island – Lease boundaries lines of Crescent Bar (white) Condominiums, North RV and South RV Parks.
Use of Premises:

1. Mosquito spray application, ground fogging in June and July of each year (2020-2024) by a licensed applicator in compliance with Aquatic Mosquito Control General Permit No. WAG994447 granted by the State of Washington Department of Ecology September 16, 2019 and expires on July 4, 2024.
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 Designated Contact 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, 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.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee:

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

__________________________
Doug Picatti as President
Greater Crescent Bar Owners
Association
State of WASHINGTON  )
     ss.
County of Yakima

__________________________
Sheryl A. Ateson
Property Services Supervisor

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.

__________________________
Debra J. Smith
NOTARY PUBLIC in and for the State of Washington, residing at Elkensburg
My commission expires: 12-10-22

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: ____________
Public Recreation Development Plan
Sunland Estates

Public Utility District No. 2 of Grant County, Washington

Approved - 7/14/15
Revised -
1/29/2016
5/28/2019
04/18/2020
Executive Summary

The Sunland (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 Sunland Estates residential community. Sunland is located on the east shore of the Wanapum 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 Sunland residential area, Grant PUD owns approximately 56 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 Sunland PRDP was originally developed in 2015 with the local community and regulatory stakeholders and identified the specific allowable uses available to the adjacent residential community. The plan was updated in January 2016 and again in May 2019 to address several issues related to public access. It is being updated again in early 2020 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.

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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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<td>B-1</td>
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<tr>
<td>Appendix C</td>
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<td>C-1</td>
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</table>
1.0 Introduction and Purpose

The Sunland Public Recreation Development Plan (PRDP) ensures that public recreation and resource conservation needs are met on Grant PUD fee-owned lands adjacent to the Sunland Estates 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 Sunland PRDP was developed 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  Sunland Estates, Grant County, WA
2.0 Community and Shoreline Characterization

The Grant PUD fee-owned shoreline property located adjacent to Sunland Estates encompasses approximately 56 acres and was acquired in 1965 for the purpose of operating the Priest Rapids Hydroelectric Project. Grant PUD owns in fee title a residential lot adjacent to the shoreline. Legally described as Lot 51, Block 11, Sunland Estates Division No. 2, this property, referred to as Lot 51, was donated to Grant PUD in 2001. Inclusion of Lot 51 in the Priest Rapids Project Boundary was approved by FERC for the purpose of public access and property monitoring and maintenance in January 2017\(^4\). The property will be signed as public access should future non-Project use requests or Grant PUD recreation development occur.

Adjacent to the Grant PUD-owned shoreline is the Sunland Estates recreational/residential community, consisting of approximately 540 lots, 143 of which are immediately adjacent to the Grant PUD-owned shoreline. There are 435 developed residential/recreational homes, approximately 10 percent of which are occupied on a year-round basis. The property owners in the Sunland Estates plats are members of the Sunland Estates Homeowners Association (HOA). The community has amenities located on property owned by the HOA, including a portion of the Sunland Community Park, pool, and tennis courts. The Sunland Estates HOA also owns and maintains its own water system utility and staffs a volunteer fire department.

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 Sunland. 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.

Grant PUD’s fee-owned property adjacent to Sunland Estates is classified as Public Recreation Development. In addition to the provisions of Grant PUD’s Shoreline Management Plan, the use and development of the Sunland shoreline area is governed by land use and environmental regulations administered by Grant County through the Community Development Department (Planning and Building). The Grant County comprehensive plan classifies the Grant PUD-owned property at Sunland Estates as Rural Conservancy and Shoreline Residential. Private property at Sunland Estates is designated Shoreline Residential.

2.1 Public Access and Shoreline Use

Public access in the Sunland area is available through a residential parcel at the north end of Sunland Estates (Lot 51) and at the Rattlesnake Cove Day Use Area located approximately one-quarter of a mile south of Sunland (Figure 2). Both Lot 51 and Rattlesnake Cove are owned and operated by Grant PUD. Public access is also available at the Sunland Boat Launch, owned by the U.S. Bureau of Reclamation and operated by the Washington Department of Fish and Wildlife (WDFW), and at the Quincy Wildlife Area access owned and operated by WDFW.

Members of the Sunland Estates HOA may also access Grant PUD property through the Sunland Community Park. Property owners adjacent to Grant PUD-owned lands generally access the shoreline from their own property. Sunland’s interior residents are encouraged to use the Sunland Community Park and public access points. Accessing the shoreline across private property is illegal.
Figure 2  Sunland Community and Public Access Points
3.0 Public Outreach and Stakeholder Consultation

The Sunland 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 Sunland Community Issues

Grant PUD meets with Sunland HOA representatives several times each year to discuss issues regarding management and use of Grant PUD property. Through the stakeholder communication process, several important issues have been discussed. These issues, listed below, as well as other concerns are considered in this PRDP.

- Wildfire
- Shoreline access and trespassing on private property
- Security (concert crowds)
- Sanitation (trash and restrooms)
- Grant PUD property 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 only prohibited where signed.

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

<table>
<thead>
<tr>
<th>GCPUD = Requires GCPUD approval</th>
<th>Project Facilities</th>
<th>Public Recreation Development</th>
<th>Resources Management</th>
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<td>□ = Prohibited or restricted</td>
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<th>Use/Activity</th>
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<tr>
<td>Landscaping or plantings</td>
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<td>GCPUD*</td>
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</tr>
</tbody>
</table>

*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 Rattlesnake Cove 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 five miles north of Sunland 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 near Sunland each summer. Sunland 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 Fire Protection

Lacking a joint use permit application from the Sunland HOA for a community fire buffer, Grant PUD began in 2017 restoring and managing the area immediately adjacent to private property 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 water\(^5\) onto Grant PUD property immediately adjacent to private property 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 is a water-dependent boat moorage facility providing boat slips, which include one or more of

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\(^5\) With the approval of the Sunland Homeowners Association.
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 Sunland shoreline. 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 Sunland 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 Sunland 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 Sunland are listed below. Copies of all approved Land-Use Authorizations can be found in Appendix C.

- Sunland Estates Maintenance Company, P-337, irrigation water withdrawal facilities

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6 Grant County Shoreline Master Program, Article IV 24.12.390(g)(1)
- Sunland Estates Maintenance Company, P-340, lawn and irrigation, picnic tables, charcoal barbecue grills, portion of septic drainfield (Sunland HOA Community Park)
- Quilomene Yacht Club, (application under review, permit pending), member access, overnight moorage marina with 20 floating dock slips.
- West Cove Dock LLP, (application under review, permit pending), joint-use trail access and dock

6.0 Developed Facilities

6.1 Operations and Maintenance of Project Facilities

Grant PUD owns and operates the Rattlesnake Cove Day-Use Area located just south of Sunland Estates. This facility includes a variety of accessible amenities, including a gravel parking area, designated swim beach, double-vault accessible toilet, picnic tables, 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 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 Sunland 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 Sunland will only be implemented and included in the Sunland PRDP with the input of the Sunland HOA community and in adherence with Grant PUD’s license requirements and policies, and other applicable regulations.
Appendix A
Grant PUD Commission Resolution 8709
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: 

President

Secretary

Vice President

Commissioner

Commissioner
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
Sunland Public Recreation Development Plan Land-Use Authorizations
PUBLICATION DISTRICT NO. 2 OF GRANT COUNTY
LAND USE AUTHORIZATION

Development Area: Sunland Estates
X Wanapum  Priest Rapids
Authorization #P-337

THIS LAND USE AUTHORIZATION, hereafter referred to as “Permit” entered into this 5th day of
February, 2019, 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 Sunland Estates Maintenance Company, whose address is 799 Boyer Ave SW, Quincy, WA
98848, hereafter referred to as the "Permittee."

WITNESSETH:

Permittee does hereby receive Permit from Grant PUD, on the terms and conditions hereinafter set forth,
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. Permit numbers shall be posted in a location that is visible from the shoreline and the reservoir.

20. 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, 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Grant PUD reserves the right to modify the Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions as deemed necessary.

28. 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. These water withdrawal facilities are permitted subject to the State of Washington Department of Ecology S3-28130P/S3-28130 C – Surface Water Certificate issued August 6, 1991:
   i. 0.223 cubic feet per second, 12.4 acre feet per year, each year, for the seasonal irrigation of the Sunland Community Park (3.1 acres) of non-agricultural lawn located easterly of the Priest Rapids Hydroelectric Project Boundary.

2. This Land Use Authorization (LUA) permits the use of a pump house and buried pipeline fitted with a compliant self-cleaning screen for surface water withdrawal located on Grant PUD property. This LUA authorizes regular operations and routine maintenance (O&M) of irrigation facilities and associated infrastructure. If O&M activities require ground disturbing activities requiring the use of tools other than hand tools (i.e. backhoes, excavators, etc.), the permittee is required to notify Grant PUD at least 60 days prior to work taking place.

3. This Land Use Authorization does not supersede the need for other regulatory permits that might be necessary for O&M of the authorized facility. The permittee is responsible for obtaining the proper environmental permits related to the ongoing use, operation, and maintenance of the facility.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee:

[Signature]
Todd C. Thomas
Sunland HOA President

Permit Grantor:

Sheryl Dotson
Public Utility District No. 2 of Grant County, WA:
Property Services Supervisor

State of WASHINGTON
COUNTY OF

On this 31st day of January, 2019, before me personally appeared Todd Thomas to be known to be the President of the Sunland Estates Maintenance Company 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]
Leslie Affeldt
NOTARY PUBLIC in and for the State of Washington

My commission expires: 2-1-2020

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EXHIBIT "A"

Legal Description and Site Map

The East half of Government Lot 9 lying in the Southwest quarter of the Southeast quarter of Section 2, Township 18 North, Range East W.M., Grant County, Washington

Parcel 15-000-2000
Use of Premises:

To house, access to and from said facilities, and regular operations and maintenance of said facilities for a surface water intake and pump house located at GPS coordinates 47.07452 X 120.03403. The metal pump house is placed on a cement slab measuring 12' X 12' (144 sq. ft.) and houses a 10hp/100gpm pump with an electrical breaker box providing electricity to the building and pump. There is approximately 200', 4'' HDPE intake pipe buried 24'' below the surface and resting on the river bottom running west of the pump house. A 4'' HDPE water pipe buried 24'' below the surface runs easterly into Sunland Community Park. A self-cleaning screen is compliant (Lakes PC 915105 10 mesh).
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 (Rev. 4/4/19)

Development Area: Sunland Estates, Wanapum Reservoir

Authorization # P-340

THIS LAND USE AUTHORIZATION, hereafter referred to as "Permit" entered into this 8th day of June 2019, 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 Sunland Estates Maintenance Company, whose address is 799 Boyer Ave SW, Quincy, WA 98848, hereafter referred to as the "Permittee."

WITNESSETH:

Permittee does hereby receive Permit from Grant PUD, on the terms and conditions hereinafter set forth, 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 One Hundred 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 Use(s) 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 Use(s) 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 the Permitted property from the Sunland Community Park 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 Use(s) 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 Use(s), or, if in the opinion of Grant PUD the Permitted Use(s) 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 Use(s) without expense to Grant PUD.
12. In connection with the ownership, construction, operation or maintenance of the Permitted Use(s), no attempt shall be made by the Permittee to forbid or interfere with the public’s full and free authorized use of Grant PUD lands or Project waters of, within, or adjacent to the Permitted Area or the Permitted Use(s).

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 Use(s). 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 Use(s).

14. All expenses and responsibilities for the construction, installation, operation and maintenance of the Permitted Use(s), 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 Use(s), growing out of the ownership, construction, installation, operation or maintenance by the Permittee of the Permitted Use(s).

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 the 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 Use(s), upon expiration of this Permit, or upon revocation of this Permit, the Permittee shall remove the Permitted Use(s) within thirty (30) days, at the Permittee’s expense, and restore the waterway and lands to their former condition as of the Effective Date of the Permit. 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. Permittee may not engage in commercial activity or otherwise charge a fee for the use by others of the Permitted Area or Permitted Use(s) without authorization.

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. Permit numbers shall be posted in a location authorized by Grant PUD and visible from the shoreline and the reservoir.
20. Grant PUD shall not be liable for any damage or injury to the Permitted Use(s) 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.

21. The ownership, construction, operation and maintenance of the Permitted Use(s) 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.

22. The Permittee is responsible for proper design, engineering, construction, installation and maintenance of the Permitted Use(s). 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, amenities, or facilities are safe, proper or adequate for the purpose intended.

23. The Permittee shall keep Project lands and waters occupied by, and surrounding, the Permitted Use(s) free of all waste, garbage, and other unsightly debris and materials.

24. 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.

25. 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.

26. 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.

27. Grant PUD reserves the right to modify the Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions as required or deemed necessary.

28. Grant PUD will conduct compliance inspections, more particularly described in the Sunland Estates Public Recreation Development Plan 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 Designated Contact 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. The Permittee is responsible for operations and maintenance (O&M) of the permitted area. This includes lawn mowing, lawn edging, sprinkler inspection and replacement, fertilizing (twice per year with nitrogen fertilizer), removal of goose/animal droppings, brush clean up (leaves, branches, etc.

2. The Permittee shall keep the permitted area free of noxious weeds by using chemical, manual, or mechanical means of weed removal. If chemical methods are used, the Permittee shall provide 24 hours notice to the community and post public notice (signs) to indicate presence of hazardous chemicals at treatment area. Copies of spray record(s) must be submitted to Grant PUD. Chemical applications shall be administered by a licensed applicator.
3. The Permittee is responsible for trash and debris removal within the permitted area. All lawn clippings, leaves, and fallen branches shall be removed from the permitted area.

4. Proper disposal of pet wastes (do not place or dispose of pet wastes on Grant PUD’s property, in or near the water).

5. The Permittee is responsible for picnic table and BBQ grill cleanup, maintenance and repairs.

6. Signs listing Grant PUD’s Rules for Public Use shall be placed at mutually agreeable locations inside the permitted area. The Permittee is responsible for notifying law enforcement in the event of non-compliance, if necessary.

7. Property ownership delineation signs shall be placed along the west and south boundary line of the Permittee’s private Sunland Community Park and Grant PUD’s shoreline property.

8. Tree trimming of branches less than 4 inches in diameter may be done without prior approval from Grant PUD. Pruning of larger branches will require notification to a Grant PUD Lands Specialist and approval before pruning.

9. The Permittee shall provide Grant PUD with the name(s) and contact information of the person(s) responsible for maintenance of the permitted area.

10. A portion of an existing drain field for the bathhouse located within the private Sunland Community Park encroaches on Grant PUD property. A new septic system will be installed on Permittee’s property and the use of the drain field will be abandoned in place. Permittee may continue using the existing drain field until a new drain field is installed and operational.

11. The Permittee shall notify a Grant PUD Lands Specialist of any ground-disturbing activity that will occur on Grant PUD property at least 30 days in advance to assess whether additional reviews/permits will be required for activity.

12. The Shoreline park hours will be as follows: Spring/Summer Season (Mar 1-Oct 31): 7:00 am to 10:00 pm daily, Fall/Winter Season (Nov 1-Feb 28): 8:00 am to dusk. Any changes to park hours associated with special events must be approved by Grant PUD through a Special Use permitting process.

13. The Permittee shall notify a Grant PUD Lands Specialist of any special events that will occur on the permitted area at least 1 month in advance of the event. Special events will require permitting and approval by Grant PUD.

14. The Permittee is responsible for obtaining and providing to Grant PUD the necessary regulatory approvals, permits, or authorizations for events, improvements, or activities that will take place within the permitted area.

15. The Permittee agrees that during the term of this Permit that Permittee will keep in force and must provide proof of commercial insurance with the following minimum limits:
   
   a) **General Liability Insurance**: Commercial general liability insurance, covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:
      
      a) $1,000,000 Each Occurrence
      b) $1,000,000 Personal Injury Liability
      c) $2,000,000 General Aggregate (per project)
      d) $2,000,000 Products and Completed Operations Aggregate

   Commercial general liability insurance will include District as additional insured on a primary and non-contributory basis for ongoing and completed operations. A waiver of subrogation will apply in favor of the District.

   b) **Workers’ Compensation and Stop Gap Employers Liability**: Workers’ Compensation Insurance as required by law for all employees. Employer’s Liability Insurance, including Occupational Disease coverage, in the amount of $1,000,000 for Each Accident, Each Employee, and Policy Limit. The Contractor expressly agrees to comply with all provisions of the Workers’ Compensation Laws of the states or countries where the work is being
performed, including the provisions of Title 51 of the Revised Code of Washington for all work occurring in the State of Washington.

If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers (USL&H) Act, Jones Act, or under U.S. laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Such coverage shall include USL&H and/or Maritime Employer’s Liability (MEL).

c) **Automobile Liability Insurance:** Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of the work, with a **minimum limit of $1,000,000 per accident** for bodily injury and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision, when applicable.

Automobile liability insurance will include District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

The Permittee will provide Grant PUD a certificate of insurance evidencing such coverage annually due by July 15 of each year.

16. Public pedestrian access to the shoreline park is located at the north end of Sunland Estates (Lot 51), Rattlesnake Cove Day Use Area, the Sunland Boat Launch, and the Quincy Wildlife Area.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee: 

Todd C. Thomas  
Sunland HOA President

Permit Grantor: 

Sheryl Dotson  
Property Services Supervisor

State of WASHINGTON }  
ss.  
County of Grant

On this 8th day of June, 2019, before me personally appeared ________

Todd Thomas ________, to be known to be the __ President ________, of the
Sunland Estates Maintenance Company 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.

Leslie Affeldt
NOTARY PUBLIC in and for the State of Washington, residing at Quincy 
My commission expires: 6-1-2020
EXHIBIT "A"

Legal Description and Site Map

The East half of Government Lot 9 lying in the Southwest quarter of the Southeast Quarter of Section 2, Township 18 North, Range East W.M., Grant County, Washington.

Parcel 15-000-2000
Use of Premises: Shoreline park

1. Existing facilities on the Premises includes:
   a. Irrigated lawn and associated infrastructure
   b. Four picnic tables
   c. Four charcoal barbeque grills
   d. Volleyball posts

2. Use of the premises shall comply with the Terms and Conditions #1-28 and Special Conditions #1-16 listed above.
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 Designated Contact 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, 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 Recreation Development Plan
Vantage Recreation Area

Public Utility District No. 2 of Grant County, Washington

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

The Vantage 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 Vantage residential community. Vantage is located on the west shore of the Wanapum 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-2114. 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 Boundary. Grant PUD owns 4,831 acres within the boundary in fee title. Adjacent to the Vantage residential area, Grant PUD owns approximately 49 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 Plan 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 Vantage 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 Vantage 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 Vantage 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 Vantage 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 The Town of Vantage and the Vantage Recreation Area, Grant County, WA
2.0 Community and Shoreline Characterization

The Grant PUD fee-owned shoreline property adjacent to the Vantage community included in this PRDP was acquired in 1961 for the purpose of operating the Priest Rapids Hydroelectric Project. These 49 acres of shoreline property are located on the west side of the Columbia River on the shores of the Priest Rapids Reservoir between river miles 420 and 422. The shoreline adjacent to Vantage is non-contiguous due to segmentation by State Interstate I-90.

Limited development is associated with the western shoreline of the Columbia River within Kittitas County. The population of Vantage is estimated at 23 people based upon the 2018 census. There is one gas station, one restaurant, and a privately owned RV park/campground-marina open to the public within the Vantage area. Nearby, public recreation amenities owned and operated by Washington State Parks and Grant PUD include three boat launches, two campgrounds, an accessible fishing pier, and several day-use picnic areas.

Adjacent to the Grant PUD-owned shoreline north of I-90 is Riverstone Resort and property owned by Kittitas County. The Riverstone Resort is operated by a private party and provides overnight tent camping, day use, boardwalk trail, and boat moorage. A portion of the resort is located on Grant PUD fee-owned property.

Landowners adjacent to Grant PUD property to the south of I-90 include the 100-member Ellensburgh Boat Club and William Cowin, d/b/a BCSCBN. BCSCBN received preliminary plat approval from Kittitas County for the proposed 315-lot Vantage Bay Planned Unit Development (57.21 acres) in 2006. On July 17, 2019, conditional approval for a Substantial Shoreline Development Permit was approved by Kittitas County for a portion of a community garden, a small barn, and a pool to be constructed within the platted area.

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.

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4 Margin of error +/- 33; https://data.census.gov/cedsci/
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 Vantage. 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, mooring buoys, 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 Vantage Recreation Area shoreline is governed by land use and environmental regulations administered through Kittitas County Community Development Services. The Kittitas County Shoreline Master Program (2016) Environment Designations assigned to the Grant PUD-owned property within the Vantage Recreation Area is Urban Conservancy and Rural Conservancy.

Under the FERC-approved Priest Rapids Project Shoreline Management Plan classification system, the Vantage 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 Vantage community and general public access the Vantage PRDP area shoreline from Grant PUD’s Vantage Boat Launch and a pedestrian trail from the boat launch north to the Riverstone Resort day use and moorage area, currently authorized under Grant PUD Land Use Authorizations (Figure 2).

There is currently no public access to the Airstrip property other than boat-in access and non-developed pedestrian access from property owned by Washington State Parks which lies approximately 2 miles south of the Airstrip property. Discussions have taken place with the adjacent property owner, BCSCBN, regarding public road access to this shoreline for future recreation amenities.

The Ellensburg Boat Club property is landlocked. A license agreement for private ingress/egress has been granted by adjacent property owner Washington State Department of Transportation.
Figure 2  Vantage Recreation Area public access and Vantage community access points.
3.0 Public Outreach and Stakeholder Consultation

The Vantage 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 Vantage Community Issues

Grant PUD meets with members of the Vantage 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.

- Crowd management
- Wildfire response
- Operations and maintenance of the Vantage Recreation Area
- Boat launch area parking
- Shoreline access/trespassing

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 only prohibited where signed.

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

<table>
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<tr>
<th>Use/Activity</th>
<th>Project Facilities</th>
<th>Public Recreation Development</th>
<th>Resources Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overnight camping</td>
<td>GCPUD</td>
<td>GCPUD</td>
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<td>Landscaping or plantings</td>
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*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 Vantage 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.gc-pud.org).

Located approximately 15 miles north of Vantage 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. Vantage 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

Grant PUD manages its property in close proximity to residential communities by generally following 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 water 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 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 owns in fee title submerged lands adjacent to the Vantage shoreline. Buoys anchored on this property may be permitted by Grant PUD, but must conform with Kittitas County, state, and federal permit requirements. Once Grant PUD issues a land use authorization, the permittee is responsible for installing and maintaining the mooring buoy to Grant PUD standards. The buoy must be marked with the assigned land use authorization number. Grant PUD is not responsible for damage to watercraft or mooring buoys. All non-permitted buoys are removed without notice during routine reservoir inspections. Permitted mooring buoys out of compliance with local, state, and federal requirements will be reported to the appropriate agency for enforcement action.

Shoreline anchoring and tethering of any kind is not allowed on Grant PUD property. Temporary anchoring in the river is allowed subject to the following conditions:

- Fluctuating water levels should be considered when temporarily anchoring a vessel
- Non-shore 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 are removed by Grant PUD without notice.
- No boat may be anchored within a designated swim area.
- 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 Vantage 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 Vantage 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 Vantage are listed below. Copies of all approved Land-Use Authorizations can be found in Appendix C.
• Ellensburg Boat Club, P-276, boat launch, dock, day-use parking, water access stairs
• Havilah Inc., DBA Riverstone Resort (application under review, permit pending), overnight moorage facility with floating docks for 17 boats, day-use areas

6.0 Developed Facilities

6.1 Operations and Maintenance of Project Facilities

Grant PUD owns and operates the Vantage Recreation Area located immediately adjacent to Vantage. This facility includes a variety of accessible amenities, including a two-lane boat launch, day-use picnic area, restroom, asphalt parking area, and interpretive signage. Just north of Vantage, Grant PUD owns and operates the Rocky Coulee Recreation Area, including 10 campsites, restroom, parking area, day-use picnic area, 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 Vantage 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 Vantage will only be implemented and included in the Vantage PRDP with the input of the Vantage community and in adherence with Grant PUD’s license requirements and policies, and other applicable regulations.
Appendix A
Grant PUD Commission Resolution 8709
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:

President

Vice President

SECRETARY

COMMISSIONER

COMMISSIONER
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
Vantage Recreation Area PRDP Land-Use Authorizations
PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY
LAND USE AUTHORIZATION

Development Area: Vantage, WA

Authorization # P-276

THIS LAND USE AUTHORIZATION, hereafter referred to as “Permit” entered into this ______ 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 378, Ephrata, Washington 98823, hereafter referred to as "Grant PUD", to Ellensburg Boat Club (EBC), whose address is P.O. Box 1042, Ellensburg, WA 98926, hereafter referred to as the "Permittee”.

WITNESSETH:

Permittee does hereby receive Permit from Grant PUD, on the terms and conditions hereinafter set forth, those certain lands and waters including improvements situated in the County of Kittitas, 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
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 transferable 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 from 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:

Insurance:
- The Permittee agrees that during the term of this Permit that Permittee will keep in force a general liability insurance policy, naming Grant PUD as an additional named insured, in the amount of Five Hundred Thousand Dollars ($500,000.00). The Permittee will provide Grant PUD a certificate of insurance evidencing such coverage annually due by July 15 of each year.

Public Use/Access:
- The Permittee agrees that all members of the public shall have use and access to and use of the permitted area Project lands and waters for recreational purposes. The use permitted provides a public benefit and is non-exclusive in nature.

Landscaping:
- The Permittee may maintain an existing tree row with drip irrigation. Permittee will provide all maintenance of tree trimming/removal of diseased trees and wrapping of trees for beaver control after consultation with Grant PUD.

Dock:
- The Permittee must comply with current applicable regulatory agency dock construction requirements for new docks or when more than 50 percent of an existing/permited dock is replaced.
- Dock must have reflective markings on all corners and Land Use Authorization number (as specified) installed on the water-ward side of the dock.
- Dock structure will be adequately designed to resist wind and wave loading in accordance with appropriate standard design codes, or if not adequate, in accordance with minimum design standards imposed on recently permitted docks (last 5 years or less) on the mid-Columbia River.
- A dock design must be engineered to respond safely to rising and falling reservoir levels. Docks should be designed for normal summer water elevations above mean sea level (NGVD 29) including the range of 570'-675' on Wanapum Reservoir. Dock must be designed to withstand weather and operational conditions at the reservoir or be designed for removal. Dock may only be constructed perpendicular to the shoreline.
- All materials must be secured so that the structure components will not detach and disperse if subjected to severe wind/wave loading or vessel mooring and berthing.
- Gangways, walkways, and ramps to access dock must meet applicable building code standards, remain above water at all times, and kept free from materials or obstructions which would render them unsafe.
- Grant PUD may request EBC to provide a certified structure inspection report should the dock appear to have safety issues at any time during the issuance of this authorization.

Boat Launch:
- Boat launch must meet applicable county, state and federal requirements and industry accepted engineering design standards.
- Boat launch must be in character and in appropriate scale to the surrounding shoreline.
Maintenance and Upgrades:

- Permittee shall discuss with Grant PUD any routine maintenance and/or proposed upgrades to the boat launch or dock facilities prior to commencing said activities.

- The most current applicable county requirements for dock construction must be met when more than 50 percent of an existing/permitted dock is replaced.

Parking:

- Day use parking will be allowed – no overnight parking or camping unless authorized by a “Special Use” permit.

Pedestrian Trail:

- Construction of a new pedestrian gravel trail 5’ x 250’ to provide public access by no later than April 30, 2018.

- Trail will consist of Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; WSDOT Standard Specification Section 9-03.9(3) - Crushed Surfacing, Base Course. Top Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; WSDOT Standard Specification Section 9-03.9(3) - Crushed Surfacing, Top Course.

- All vegetation will be removed by hand.

- Gravel will be placed by hand, watered and rolled for compaction.

- During construction of the trail, a Grant PUD cultural monitor will be required. Contact Grant PUD Lands staff at least 2 weeks prior to construction to schedule a monitor.

- Subject to WAC 173-27-040(1) and issued under Shoreline Substantial Development Permit exemption by Kittitas County November 20, 2016 FIRM # 5300950610B (Exhibit D).

- Bi-annual maintenance of trail shall consists of replacement of CSTC rock or equivalent as needed along with raking trail to achieve level surface.

Signage:

- Grant PUD will install a public information kiosk displaying boater safety information, Public Use Rules, Aquatic Weed information and recreation opportunity brochures at the boat launch.

Emergency Access:

- All emergency personnel including police, fire, or emergency medical service personnel shall be given access through the EBC property to the shoreline.

PUD Access:

- Grant PUD shall be provided with three (3) keys for gate access or a joint locking system for employees/contractors to complete shoreline inspections and operations and maintenance of the shoreline.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, if any, the date first above written.

Permittee: Ellensburg Boat Club
Nicole Ogan
Treasurer

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

By: Sheryl Ditto
Title: Property Services Supervisor

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 Kittitas

On this 30th day of November 2017, before me personally appeared Nicole Ogan, to be known to be the Treasurer of the Ellensburg Boat Club 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.

R. Grant Clark

________________________

NOTARY PUBLIC in and for the State of
residing at Ellensburg
My commission expires: 10/9/20
Parcel #942933
NE1/4 of Section 29, Township 17, Range 23, E.W.M., Kittitas County, Washington.
EXHIBIT "B"

Use of Premises:

Concrete boat launch and day use parking
Concrete abutment, gangway, & floating dock w/pilings 660 sq. ft.
5' x 250' pedestrian gravel trail
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 permits 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.
**SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT EXEMPTION**

<table>
<thead>
<tr>
<th>APPLICANT NAME</th>
<th>PHONE</th>
<th>MAILING ADDRESS</th>
<th>CITY/STATE/ZIPCODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ellensburg Boat Club</td>
<td>509-426-1493</td>
<td>PO Box 1042</td>
<td>Ellensburg WA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>98926</td>
</tr>
</tbody>
</table>

**DEVELOPMENT SITE LOCATION**
Huntzinger Rd
Vantage, WA 98950

**FLOODPLAIN/SHORELINE**
Shoreline: Columbia River
FIRM # 5300950610B

**PROJECT DESCRIPTION**
Construction of access trail to provide public access to recreation facilities. Project market value is less than $6416.

**THIS DEVELOPMENT IS EXEMPT PURSUANT TO WAC 173-27-040(2)(a).**
**A SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT IS NOT REQUIRED FOR THIS PROJECT.**

**THE FOLLOWING CONDITIONS ARE REQUIRED PURSUANT WAC 173-27-040(1):**

1. All work shall substantially conform to the specifications of the application submitted to Kittitas County Community Development Services by the Ellensburg Boat Club on November 16, 2016.

2. Issuance of this shoreline exemption permit does not authorize access onto private property, or waive other jurisdictional agency requirements. The permittee shall obtain consent from respective property owner(s) prior to entering onto private property, and shall obtain and comply with all applicable federal and state permit requirements in completing the proposed development.

3. Issuance of this shoreline exemption will not create liability on the part of Kittitas County or any officer or employee thereof, for any on or off site injury or damages that may result from this project.

4. This project is subject to KCC 17A Critical Areas and all other applicable city, county, state and/or federal regulations.

5. The proposed activity will occur on a floodplain. If any development outside the scope of that listed in the application on file occurs, application must be made to Kittitas County Public Works for a floodplain permit. Any such work must be performed in accordance with Kittitas County Code 14.08.

**CONSISTENCY ANALYSIS**
A shoreline substantial development permit is not required for the project as described due to exemption WAC 173-27-040(2)(a). As a project with a total market value less than $6416, and that does not materially interfere with the normal public use of the Shoreline, the project is exempt from Shorelines Substantial Development Permitting. Although exempted by statute/rule, such exempt developments must comply with all other regulatory requirements of the Shoreline Management Act and Kittitas County Shoreline Master Program.

- Buffer strips of permanent vegetation between shoreline development and associated water bodies are encouraged (See KCSMP 5.3A(5)).
- Water enjoyment uses are permitted in a Rural Conservancy Environment (See KCSMP 4.9).
- Nothing in these regulations shall obviate any requirement to obtain any permit, certificate, license, or approval from any state agency or local government.

<table>
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<tr>
<th>Approved By</th>
<th>Date of Issuance</th>
<th>File No.</th>
<th>No. Pages</th>
</tr>
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<tbody>
<tr>
<td>Dusty Pilkington</td>
<td>November 20th, 2016</td>
<td>SX-16-00022</td>
<td>Page 1 of 1</td>
</tr>
</tbody>
</table>
REGULAR AGENDA
RESOLUTION NO. XXXX

A RESOLUTION AMENDING GRANT PUD’S STRATEGIC PLAN EFFECTIVE APRIL 28, 2020

Recitals

1. On July 9, 2019, the Commission by Resolution No. 8920 amended Grant PUD’s Strategic Plan;

2. The Strategic Plan is a living document that will be systematically reviewed every six months with the Commission. During these sessions, the board will review progress made towards our goals and identify the strengths, weaknesses, opportunities, and threats facing the utility;

3. Slight variations to the document are anticipated regularly and will be reviewed with the Commission. When formal action is taken to revise the Strategic Plan, staff will propose those changes via formal resolution; and


NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that Grant PUD’s Strategic Plan dated April 28, 2020 is hereby adopted and said Strategic Plan replaces and supersedes Grant PUD’s Strategic Plan dated July 9, 2019.

BE IT FURTHER RESOLVED that Resolution No. 8920 is hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 28th day of April, 2020.

____________________________________
President

ATTEST:

____________________________________
Secretary

____________________________________
Vice President

____________________________________
Commissioner

____________________________________
Commissioner
OUR MISSION

To safely, efficiently, and reliably generate and deliver energy to our customers.

OUR VISION

EXCELLENCE IN SERVICE AND LEADERSHIP

We continually ask how we can improve service quality, reliability and stewardship of our resources in the most cost-effective manner.
OUR VALUES

- SAFETY
  We believe that employee and public safety is paramount.

- INNOVATION
  We make decisions that best serve present and future generations.

- SERVICE
  We are committed to excellent customer service.

- TEAMWORK
  We are one team with the same mission.

- RESPECT
  We honor the rights and beliefs of those we work with and serve.

- INTEGRITY
  We hold ourselves and others accountable to professionalism in our actions and words.

- HERITAGE
  We protect, preserve and perpetuate both the spirit of the Grant PUD and the Wanapum relationship.
# Our Key Objectives

<table>
<thead>
<tr>
<th></th>
<th>Objective</th>
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<tbody>
<tr>
<td>1</td>
<td>Achieve and maintain a zero-incident workplace</td>
</tr>
<tr>
<td>2</td>
<td>Design and sustain an engaging &amp; fulfilling Grant PUD culture</td>
</tr>
<tr>
<td>3</td>
<td>Maintain a strong financial position</td>
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<tr>
<td>4</td>
<td>Provide long-term low rates</td>
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<tr>
<td>5</td>
<td>Provide outstanding service to our customers</td>
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<tr>
<td>6</td>
<td>Operate responsibly by attaining environmental, cultural resource and regulatory compliance</td>
</tr>
<tr>
<td>7</td>
<td>Completion and maintenance of a sustainable wholesale fiber optic network</td>
</tr>
</tbody>
</table>
OBJECTIVE 1

ACHIEVE AND MAINTAIN A ZERO-INCIDENT WORKPLACE

Safety shall encompass industrial safety, dam safety, together with physical security of our employees and the public. Every employee plays a role in this objective. By prioritizing safe work practices over job completion, speaking up when safety concerns exist, ceasing to proceed in the face of uncertainty together with a data-driven analytical approach to industrial safety, we will ensure all employees, contractors, and members of the public always remain free from harm.

STRATEGIES

- Employ a defense-in-depth approach to industrial safety.
- Ensure an industry leading Dam Safety Program exists with active engagement and awareness across all levels of the organization.
- Ensure rigorous root cause analysis and formal corrective action tracking programs exist.
- Develop a strong “see something, say something” culture with clear expectations that safety shall always preempt production.
- Employ a Lean / 6-Sigma management approach.

KEY METRICS

- Recordable incident rate.
OBJECTIVE 2

DESIGN AND SUSTAIN AN ENGAGING & FULFILLING GRANT PUD CULTURE.

Workplace culture is the infrastructure that guides how we function. Business outcomes, such as safety, compliance, financial results, operational excellence, all hinge on a healthy workplace culture that supports people. We continuously design our culture so every role has purpose and every employee has value. We make meaningful investments in our workforce. We encourage transparent and authentic communication, and engage our teammates with respect and empathy.

STRATEGIES

• Recruit, develop and retain a best-in-class workforce
• Translate organizational values into actionable behaviors
• Deliver a rigorous onboarding experience
• Sponsor a vibrant employee association
• Establish a deliberate, continuous learning strategy aligned to business outcomes
• Implement the ADDIE instructional systems design framework for training
• Articulate and reinforce our desired leadership culture
• Deliver industry-leading educational reimbursement programs

KEY METRICS

• Organizational Health Index
• Employee Engagement Assessment
• Educational Reimbursement Target
• Training Effectiveness Assessment
OBJECTIVE 3

MAINTAIN A STRONG FINANCIAL POSITION

Every employee plays a role in this objective. By making cost-conscious business decisions and watching out for our bottom line, we will maintain the funds necessary to get our work done and to keep the lights on for the people of Grant County at the lowest possible costs.

STRATEGIES

• Achieve cost efficiencies.
• Manage risk.
• Set retail rates that meet the retail revenue requirement.
• Enhance project prioritization.
• Increase process & method standardization.
• Optimize non-retail rate revenue.

KEY METRICS

• Liquidity threshold (liquid working capital + R&C fund balance).
• Consolidated return on net assets.
• Consolidated debt service coverage.
• Consolidated debt to plant ratio.
OBJECTIVE 4

PROVIDE LONG TERM LOW RATES

Our customers expect to receive high-quality service at the lowest possible costs. To do this, we monitor how we use power from our resources to maximize net revenue to the utility. We also encourage energy conservation to ensure that the low-cost energy from our hydropower projects meet the needs of our county for as long as possible. By planning for our energy needs, both now and in the future, we can achieve long-term low rates for our customers.

STRATEGIES

• Optimize Grant PUD’s generating resources.
• Perform long-term integrated resource planning.
• Develop effective and efficient conservation programs.
• Build, operate and maintain T&D system to optimal levels.
• Develop, protect and enhance Grant PUD / Wanapum interests in local, state and national forums.

KEY METRICS

• Retail operating ratio (adjusted).
• Grant PUD retail rate index (ASC) vs. “Peer group of excellence” retail rate index.
• Grant PUD credit rating.
OBJECTIVE 5

PROVIDE OUTSTANDING SERVICE TO OUR CUSTOMERS

Every action we take at this utility is in service to our customers. We continually ask ourselves how our performance aids in improving service quality and reliability. The concerns of people we impact and our fellow employees are important to us and we act quickly to resolve issues to exceed customer expectations.

STRATEGIES

• Optimize Grant PUD’s generating plant availability.
• Optimize critical spares inventory.
• Provide prompt response to customer inquiries and service requests.
• Provide convenient retail customer access to Grant PUD (physical & virtual).

KEY METRICS

• Electric system reliability indices – ASAI and CAIDI.
• Generating plant HLH availability.
• Retail customer satisfaction surveys.
OBJECTIVE 6

OPERATE RESPONSIBLY BY ATTAINING ENVIRONMENTAL, CULTURAL RESOURCE AND REGULATORY COMPLIANCE

We are one team with the same mission. We work together to find operational efficiencies and implement a common sense approach in our work. We care about the natural, cultural and financial resources that the public entrusts to us and diligently work to protect these resources in local, regional and national forums.

STRATEGIES

• Employ “defense in depth” philosophy in compliance arenas.
• Clearly define and communicate compliance requirements.
• Engage in active stakeholder collaboration.
• Employ process standardization and strong internal controls throughout Grant PUD.
• Actively engage in relevant industry issue forums.

KEY METRICS

• Internal and external audit outcomes.
• Compliance requirement satisfaction.
• Environmental and cultural goal achievement.
OBJECTIVE 7

DEVELOP A SUSTAINABLE FIBER OPTIC NETWORK

We are committed to expanding our wholesale fiber optic network to all the people of Grant County. We seek to identify and offer services that meet customers’ needs and increase network revenue for the utility. As with all utility services, we make decisions that best serve present and future generations of customers.

STRATEGIES

• Optimize Grant PUD’s wholesale fiber optic network expansion Grant PUD’s product and service offering (within limits of existing legal limitations and authorizing resolution).
• Optimize Grant PUD’s wholesale fiber optic service pricing.

KEY METRICS

• Achieve planned capital build for current year.
• Average system take rate.
Thank you for taking the time to familiarize yourself with our strategic plan. As Grant PUD continues to evolve, you will play a continuing role in our success. With that in mind, your feedback is essential. Please feel free to contact us with any questions or concerns.

KEVIN NORDT
General Manager
knordt@gcpud.org
509-754-5699

RICHARD WALLEN
Chief Operating Officer
rwallen@gcpud.org
509-754-6744

DAVE CHURCHMAN
Chief Customer Officer
dchurchman@gcpud.org
509-754-5069

MITCHELL DELABARRE
General Counsel
mdelaba@gcpud.org
509-793-1565

JEFF BISHOP
Chief Financial Officer
jbishop@gcpud.org
509-754-6637
Motion was made by _______________ and seconded by ________ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 9 to Contract 430-3218 with Washington State Department of Fish and Wildlife (WDFW), increasing the not-to-exceed contract amount by $329,619.00, for a new contract total of $2,986,810.00, extending the contract completion date to June 30, 2021 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 9.
TO: Kevin Nordt, General Manager

VIA: Rich Wallen, Chief Operating Officer
     Ty Erikson, Managing Director of Power Production
     Ross Hendrick, Senior Manager of Environmental Affairs

FROM: Tom Dresser, Fish and Wildlife Manager
      Deanne Pavlik-Kunkel, Fisheries Program Supervisor

SUBJECT: Contract 430-3218, Change Order No. 9

Purpose: To request Commission approval of Change Order No. 9 to Contract 430-3218 to increase the Contract Price by $329,619.00 for a new maximum Contract Price of $2,986,810.00 and extend the term of the Contract to provide services from the Washington Department of Fish and Wildlife (WDFW) for the Priest Rapids Hatchery Monitoring and Evaluation from July 1, 2020 through June 30, 2021.

Background: The Public Utility District No. 2 of Grant County, Washington (the District) entered into the Priest Rapids Salmon and Steelhead Settlement Agreement (SSSA) with multiple parties during 2005 and 2006. The SSSA included specific measures to protect, mitigate and enhance populations of non-ESA-listed salmon species that migrate through the Priest Rapids Project (coho, sockeye, fall and summer Chinook) and also included additional measures to protect, mitigate and enhance ESA-listed populations. The SSSA was adopted into the District’s Federal Energy Regulatory Commission (FERC) License Order in April 2008.

Under Part IX, Section 9.5 “Fall Chinook Artificial Production Goals” of this agreement and in accordance with the Priest Rapids Hatchery Genetic Management Plan’s Monitoring and Evaluation Plan, Grant PUD is required to conduct monitoring and evaluation (M&E) of the Priest Rapids Hatchery fall Chinook salmon program. The objective of the monitoring and evaluation plan is to evaluate the performance of the Priest Rapids Hatchery upper Columbia River fall Chinook program and its ability to meet the District’s hatchery mitigation requirements.

This Change Order (No. 9) to Contract 430-3218 provides an annual (July 1, 2020 through June 30, 2021) scope of work and budget for M&E studies performed by the Washington Department of Fish and Wildlife (WDFW) for the Priest Rapids Hatchery’s upper Columbia River fall Chinook hatchery mitigation program.

Washington Department of Fish and Wildlife was selected to conduct M&E activities for fall Chinook mitigation program because of their scientific and research experience and expertise. They have been good partners in ensuring M&E of the District’s fall Chinook program meets District obligations and PRCC Hatchery Subcommittee requirements. Additionally, working with WDFW has allowed us to partner with the United States Army Corp of Engineers (ACOE) in sharing the cost of conducting fall Chinook monitoring in the Project Area and the Hanford Reach.

The current Professional Services Contract is set to expire on June 30, 2020. Change Order No. 9 will extend the contract through June 30, 2021 (1 year) and increase the Not-To-Exceed by $329,619.00 for a new maximum Contract Price of $2,986,810.00.

Justification: In 2010, the District began monitoring the Priest Rapids fall Chinook program as required by the Priest Rapids Salmon and Steelhead Settlement Agreement, Part IX. Although Priest Rapids Hatchery has been operated since 1963, no comprehensive M&E plan was associated with its operation. Prior to 2010, monitoring by WDFW provided basic information on the age structure and origin of fall
Chinook both at the hatcheries and in the Hanford Reach but it was not sufficient to meet the tasks and objectives of the Priest Rapids Hatchery Monitoring and Evaluation Plan required by the District’s FERC license. Contract 430-3218 and subsequent Change Orders, including Change Order No. 9, fulfills the District M&E mitigation obligations for the fall Chinook salmon artificial propagation program and the associated Priest Rapids Hatchery Genetic and Management Plan’s Monitoring and Evaluation Plan as required under the Settlement Agreement for the contract period.

At this time, the FW Department does not have the biological staff or the expertise necessary to complete this work in-house. FW staff also believes that a continuation of this contract with WDFW is the most cost effective and biologically prudent option in meeting the District’s mitigation obligations for monitoring and evaluation of the upper Columbia River fall Chinook program, for the following reasons:

- WDFW has the biological staff with specific expertise in conducting the required monitoring and evaluation assessments present and available and;
- Through the WDFW M&E contract with the ACOE, the District will be able to share the cost of M&E activities for the Priest Rapids Hatchery fall Chinook program with the ACOE; the total cost of conducting monitoring and evaluation activities, including both WDFW and District expenses is budgeted at $421,539; approximately 37.08% ($91,921) of those costs are passed onto the ACOE through a direct contract between the ACOE and WDFW.

Financial Considerations: The District’s FW staff went through a rigorous line item review and negotiation process in an effort to hold costs in check and ensure that proposed tasks and the associated budget were tied to the District’s Priest Rapids Hatchery upper Columbia River fall Chinook program M&E requirements and aligned with the District’s long-term strategic goals related to program monitoring and assessment.

Contract costs under Change Order No. 9 increased 3.5% compared with the previous Change Order’s costs. In an effort to keep labor increases in check, FW staff reviewed all line item tasks and evaluated expected fish runs and potential workloads to ensure the number of crewmembers is necessary to complete tasks identified in the Statement of Work. The increase in total cost is primarily caused by increased indirect rate and staff costs; factors that cannot be controlled or adjusted by the District.

WDFW is uniquely qualified and positioned to perform the monitoring and evaluation tasks required under the fall Chinook program’s M&E Plan, and despite increases, FW staff believe that a Change Order for Professional Services Contract 430-3218 is the least-cost option. Additionally, using WDFW as the M&E contractor provides assurance to the PRCC Hatchery Subcommittee that M&E will be conducted without conflict-of-interest on behalf of the District. Other alternatives were contemplated but were not considered feasible or would result in increased cost to Grant PUD. Alternatives considered include:

1. Using Grant PUD staff to implement the fall Chinook program M&E activities. This option is not feasible at this time. The District does not have the biological staff necessary to complete this work nor the in-house expertise in monitoring and evaluating Chinook salmon populations. To implement the program, many staff would need to be hired and trained, at a likely higher cost than contracting with WDFW. There is not enough time prior to the end of the current contract to undertake such an extensive hiring process. The potential to use Grant PUD staff to conduct M&E tasks, however, is under investigation to determine if it is feasible and cost effective.

2. Other Contractors. This option is not feasible at this time. Grant PUD is unaware of another contractor that can provide the quality and comprehensive M&E services necessary to meet objectives in the Project Area. WDFW has extensive experience and, as a fisheries resource co-manager, a vested interested in operating a quality M&E program. Further, the ACOE plans to contract with WDFW to complete their share of the monitoring and evaluation for fall Chinook reared in Priest Rapids Hatchery and Ringold Hatchery. Cost sharing of M&E activities reduces
Grant PUD’s overall M&E costs through collaboration and data sharing conducted through multiple mitigation program in the Project Area and the Hanford Reach.

3. No Contract Implemented. By not entering into a new contract period with WDFW for this work, the District will be in violation of the terms and conditions of its FERC license.

If approved by the Commission, Change Order No. 9 would extend the contract through June 30, 2021 (365 days) and increase the NTE amount by $329,619.00 for a new maximum Contract Price of $2,986,810.00. This item is allocated in the District’s approved 2020 Operations and Maintenance budget and proposed 2021 budget under P-2000, Cost Center EB4220, and Initiative Fall Chinook Mitigation Program. Todd Pearsons is the Program Manager.

**Change Order History:** Since award of Contract 430-3218, eight Change Orders have been issued. There has been little change to the scope of these Change Orders. For additional information, see attached change order table.

**Legal Review:** See attached email.

**Recommendation:** Commission approval of Change Order No. 9 to Contract 430-3218 to increase the Contract Price by $329,619.00 for a new total revised maximum Contract Price of $2,986,810.00 and extend the term of the Contract from July 1, 2020 through June 30, 2021.
FYI

From: Tom Dresser
Sent: Monday, March 23, 2020 3:44 PM
To: Cindy Inch <Cinch@gcpud.org>
Cc: Todd Pearsons <Tpearso@gcpud.org>
Subject: FW: PR Hatchery M&E contract 430-3218 - CO#9. Draft memo for review

FYI

Cindy;

Email approvals for CO#9 – Priest Rapids Hatchery Contract 430-3218

Ty Ehrman <Tehrman@gcpud.org>
Sent: Sunday, March 15, 2020 4:54 PM
To: Ross Hendrick <Rhendr1@gcpud.org>; Tom Dresser <TDresse@gcpud.org>
Subject: RE: PR Hatchery M&E contract 430-3218 - CO#9. Draft memo for review

Ross and Tom, I’ve approved the change order to proceed. The memo looks good to me. Thanks.

Ty Ehrman
desk 509.793.1587
cell 509.361.8201

From: Ross Hendrick <Rhendr1@gcpud.org>
Sent: Wednesday, March 11, 2020 8:48 AM
To: Tom Dresser <TDresse@gcpud.org>; Ty Ehrman <Tehrman@gcpud.org>
Subject: FW: PR Hatchery M&E contract 430-3218 - CO#9. Draft memo for review

Tom, looks good.

Ty – for your review. I note that the 1 yr extension allows us to continue figuring out the Corps contract question.

Thanks!
Ross;

For your review/editing and up the chain is a draft memo for the PR Hatchery M&E contract 430-3218 - CO#9.

Thanks

Tom Dresser
Fish, Wildlife & Water Quality Manager
Public Utility District No. 2 of Grant County, Washington
30 C Street SW
Ephrata, Washington 98823

Cell: 509-797-5182
Office: 509-764-0500 ext. 2312
CHANGE ORDER
NO. 9

Pursuant to Section 5, the following changes are hereby incorporated into this Contract:

A. **Description of Change**: Increase the Contract Price and extend the Contract completion date to provide for the Priest Rapids Hatchery and Hanford Reach monitoring and evaluation activities from July 1, 2020 through June 30, 2021 in accordance with the attached 2020-2021 Priest Rapids Hatchery Monitoring and Evaluation Statement of Work and Budget.

B. **Time of Completion**: The revised completion date shall be June 30, 2021.

C. **Contract Price Adjustment**: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of $329,619.00 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is $2,986,810.00, including changes incorporated by this Change Order.

D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

Washington State Department of Fish & Wildlife

Accepted By: ____________________________
Accepted By: ____________________________

Name: __________________________________
Name: __________________________________

Title: _________________________________
Title: _________________________________

Date: _________________________________
Date: _________________________________
## Change Order Table

**Contract Title:** Priest Rapids Hatchery M&E/OLAFT Studies  
**Contract No.:** 430-3218  
**Award Date:** 6/24/2011  
**Project Manager:** Todd Pearsons  
**Original Contract Amount:** $211,671.00  
**District Representative (If Different):**  
**Original Contract Completion:** 6/30/2012  
**Contractor:** Washington Dept. of Fish & W  
**Total CO Cost Change Amount:** $2,775,139.00

<table>
<thead>
<tr>
<th>CO#</th>
<th>Change Description</th>
<th>Approved by</th>
<th>Approval Date</th>
<th>Revised Completion Date</th>
<th>Cost Change Amount</th>
<th>Revised Contract Amount</th>
<th>Authority Level Tracking</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Increase Contract Price, extend Contract term, and revise payment terms</td>
<td>AGM</td>
<td>05/09/12</td>
<td>06/30/13</td>
<td>$237,281.00</td>
<td>$448,952.00</td>
<td>$237,281.00</td>
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<tr>
<td>2</td>
<td>Increase Contract Price, extend Contract term, and revise the date for submittal of annual budget</td>
<td>Comm</td>
<td>06/10/13</td>
<td>06/30/14</td>
<td>$294,214.00</td>
<td>$743,166.00</td>
<td>$531,495.00</td>
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<td>3</td>
<td>Increase Contract Price and extend Contract term.</td>
<td>Comm</td>
<td>06/10/14</td>
<td>06/30/15</td>
<td>$266,569.00</td>
<td>$1,009,735.00</td>
<td>$266,569.00</td>
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<tr>
<td>4</td>
<td>Increase the Contract Price, extend the Contract term for submittal of annual budget</td>
<td>Director</td>
<td>04/22/15</td>
<td>06/30/16</td>
<td>$324,135.00</td>
<td>$1,333,870.00</td>
<td>$324,135.00</td>
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<tr>
<td>5</td>
<td>Increase the Contract Price, extend the Contract term for submittal of annual budget</td>
<td>Comm</td>
<td>05/10/16</td>
<td>06/30/17</td>
<td>$356,987.00</td>
<td>$1,690,857.00</td>
<td>$681,122.00</td>
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<tr>
<td>6</td>
<td>Increase the Contract Price, extend the Contract term for submittal of annual budget</td>
<td>Senior/Plant Mgr</td>
<td>04/05/17</td>
<td>06/30/18</td>
<td>$323,147.00</td>
<td>$2,014,004.00</td>
<td>$323,147.00</td>
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<tr>
<td>7</td>
<td>Increase the Contract Price, extend the Contract term for submittal of annual budget</td>
<td>Comm</td>
<td>Executed Date 05/11/2018</td>
<td>06/30/19</td>
<td>$324,580.00</td>
<td>$2,338,584.00</td>
<td>$647,727.00</td>
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<td>8</td>
<td>Increase the Contract Price, extend the Contract term for submittal of annual budget</td>
<td>Managing Director</td>
<td>Executed Date 5/22/2019</td>
<td>06/30/20</td>
<td>$318,607.00</td>
<td>$2,657,191.00</td>
<td>$318,607.00</td>
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<td>9</td>
<td>Increase the Contract Price, extend the Contract term for submittal of the annual budget and services for 2020-21.</td>
<td>Comm</td>
<td>06/30/21</td>
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<td>$329,619.00</td>
<td>$2,986,810.00</td>
<td>$648,226.00</td>
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**Total Change Order Cost Change Amount:** $2,775,139.00
<table>
<thead>
<tr>
<th>SUNDAY</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
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<tr>
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<tr>
<td>10:00am Randalynn Hovland Commission Meeting (HQ-Commission) - Randalynn Hovland</td>
<td>1:00pm WPUDA April Association Meetings (TBD)</td>
<td>8:00am WPUDA APRIL Association Meetings (TBD)</td>
<td>8:00am Energy Northwest Executive Board Meeting &amp; Board of Directors Meeting (Tri-Cities, WA)</td>
<td>8:00am Energy Northwest Executive Board Meeting &amp; Board of Directors Meeting (Tri-Cities, WA)</td>
<td>2:00pm Shannon Lowry Crescent Bar Condominiums HOA annual meeting (Tower Pizza - Crescent Bar) -</td>
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<td>May 1</td>
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<tr>
<td>10:00am Randalynn Hovland Commission Meeting</td>
<td>12:00pm Lunch with County Commissioners (TBD)</td>
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## May 2020

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**May 2020 Events:**

- **9:00am Shannon Lowry South RV Park HOA Annual Meeting**
  - (Tower Pizza -)

- **10:00am Randalynn Hovland Commission Meeting**
  - (HQ-Commission)

- **10:00am NWPPA Annual Conference and Membership Meeting**
  - (7016 W. Grandridge)

- **3:00pm Desert Aire Day**
  - (Desert Aire Clubhouse - please RSVP to)

- **8:00am NWPPA Annual Conference and Membership Meeting**
  - (7016 W. Grandridge)

- **10:00am Randalynn Hovland Commission**

- **12:00pm Lunch with County**

- **8:00am Energy Northwest Executive Board Meeting & Board of Directors**
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<td>9:00am Shannon Lowry North RV Park HOA Annual Meeting (NRVP Common Area) - Shannon Lowry</td>
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<td>12:00pm Moses Lake Rotary Community Outreach (Pillar Rock, Moses Lake) - Commission Meetings</td>
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<td>8:00am Randalynn Hovland HOLD - Industrial Site Tour (tbd) - Randalynn Hovland</td>
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<td>8:00am Randalynn Hovland HOLD - Safety Days (tbd) - Randalynn Hovland</td>
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<td>12:00pm Energy Northwest Executive Board Meeting &amp; Board of Directors Meeting (Portland, OR)</td>
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<td>10:00am Port of Moses Lake Community Outreach (7810 Andrews St NE Ste 200, Moses Lake, WA 98837) - Commission</td>
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Commission Meetings