

Land Use Authorization 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 other than the moorage of watercraft vessels at marina docks, and sanitation receptacles unless otherwise described in the special terms and conditions or Exhibit B, Authorized Use. Grant PUD shall have the right to remove all 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 may be 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 all Terms and Conditions listed in this Authorization; (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. (A) This 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 found herein.

(B) The scope and/or the terms and conditions of this Permit may be altered by the applicant only after successful submission of a revised authorization application with Grant PUD. Submittal of a revised application does not guarantee approval by Grant PUD.
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 the Terms and Conditions herein.

(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 through Permittee's property to conduct the inspections and actions stated above. (Exhibit C)

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 the Terms and Conditions found herein, 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 relinquishment or revocation of this Permit, the Permittee shall remove the Permitted facilities within thirty (30) days, at the Permittee's expense, and restore the waterway, shoreline, or uplands to their former condition. If the Permittee fails to complete removal and restoration to the satisfaction of Grant PUD, the 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. 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 number 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. (Special Terms and Conditions)
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 clean and free of all waste, garbage, and other unsightly debris and materials. Unsightly debris and materials may include: construction debris, discarded parts or materials left after repairs or maintenance activities or any other items as determined by Grant PUD. Grant PUD shall provide the Permittee with written notice if violations of this term are found to be present. The Permittee shall correct the violation and bring the Permitted facility into compliance with this permit or Permittee may be subject to revocation of this Permit.
25. The Permittee shall ensure the Permitted facility is kept and maintained in a safe and secure manner. Facilities shall be secured, when appropriate, to prevent unauthorized access by the public to necessary equipment, such as: electrical boxes and infrastructure, pumps and intakes, etc. Permittee shall also make sure the permitted facility is maintained in good working order so that the facility does not become derelict.
26. If the Permittee allows the Permitted facility to become abandoned, derelict, or misuses the facility in a manner other than allowed under this Permit, Grant PUD may revoke this permit and require the facility to be removed at the Permittee's sole expense. A facility is deemed to be abandoned after it has not been used for a period of one (1) year.
27. 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 the actions of their contractors and agents.
28. 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.
29. 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.
30. Grant PUD reserves the right to modify the Shoreline Management Plan, Procedures and Standards Manual, or these Terms and Conditions as deemed necessary.
31. Grant PUD will conduct compliance inspections, more particularly described in Exhibit "C," to ensure continued compliance with the terms and conditions of the authorization. Formal inspections of authorized uses will be conducted at least 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.