



Walla Walla Watershed Management Partnership

For Fish ■ For Farms ■ For Everyone ■

Title: Pepper Bridge Local Water Plan Agreement

Number: LWP-11-01

Local Group: Pepper Bridge Land Company, LLC, Homeward Bound Limited Partnership, Sequel, LLC

The Pepper Bridge Local Water Plan (LWP) Agreement is between the Local Group, identified as Pepper Bridge Land Company, LLC, Homeward Bound Limited Partnership, Sequel, LLC; the water management board, established as the Walla Walla Watershed Management Partnership; and the Washington State Department of Ecology. The Local Water Plan is subject to all conditions and provisions of Chapter 90.92 RCW effective May 10, 2011 through September 30, 2016.

Part A - Introduction

This document is a Local Water Plan approved in accordance and consistent with RCW 90.92.

- The purpose of the Pepper Bridge Local Water Plan (LWP) is to provide flexibility to the Local Group and enhance instream flow conditions from the surface water point of diversion on Yellowhawk Creek downstream to the confluence with the Walla Walla River, with continuing benefit to flow conditions on the Walla Walla River as far downstream as river mile 31 or further depending on river conditions and diversion patterns. This will be accomplished by:
 - (1) leaving instream a portion (0.866 cfs and 29 acre-feet) of the existing surface water rights from October 1 – April 1;
 - (2) adding a point of diversion/withdrawal and water source to existing surface water rights to enable withdrawal from a hydraulically connected alluvial aquifer well for a new purpose of use, allowing commercial and industrial use of 65 gpm and 15 acre-feet in a winery and tasting room;
 - (3) deposit of additional water rights into the Partnership water bank;
 - (4) switching from surface water use to basalt water use to enhance streamflow conditions during periods beneficial to fish; and
 - (5) conserving up to 311 acre-feet of irrigation water from crop conversion to grapes.
- This LWP builds upon successful efforts in recent years to implement irrigation efficiencies and improve instream flows on the Walla Walla River, which are resulting in a dramatic reduction in calls for regulation by water right holders. Consequently, water placed instream through implementation of this LWP will likely remain instream.
- Implementation of the LWP will not result in enlargement of the Local Group's existing water rights.

- The Local Water Plan will enhance flows in a critical reach for Steelhead, Spring Chinook and Bull Trout; it is not anticipated that execution of this LWP will result in any impairment to existing water rights or instream flows.
- The Local Group will pilot local water management through September 30, 2016 under the this Local Water Plan, complying with monitoring and reporting requirements, and operating consistent with the baseline water determination and existing rules and regulations.

Figures 1 and 2 below show the project area and likely stream reaches impacted by the project.

Figure 1. Pepper Bridge Local Water Plan Project Area

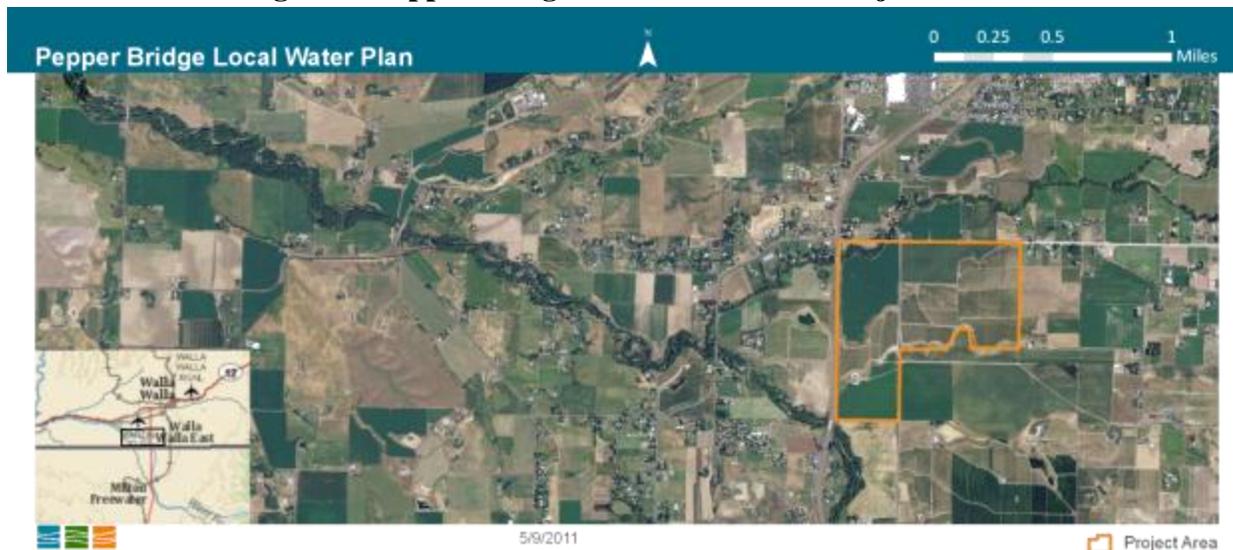
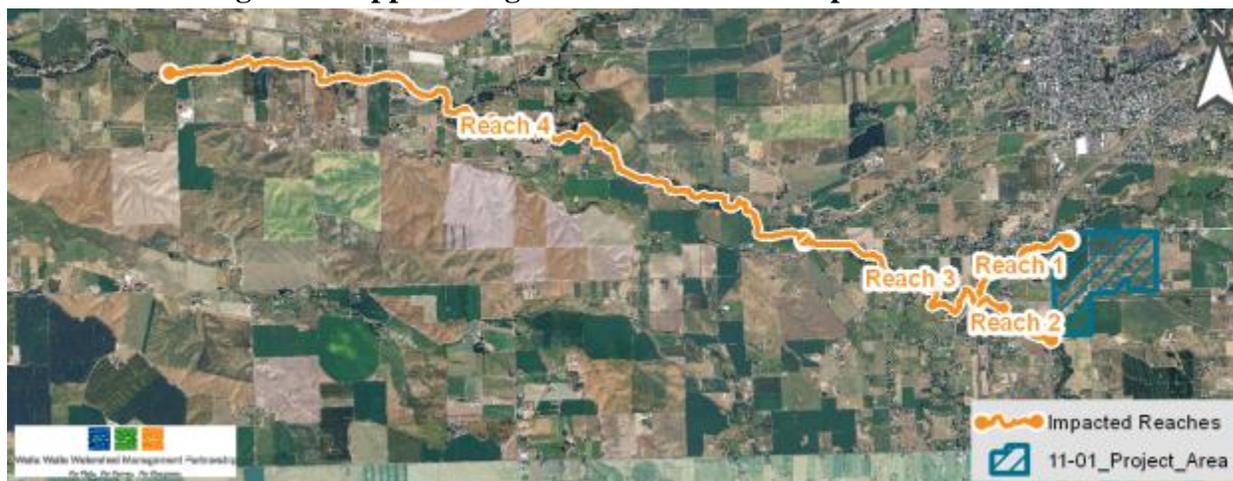


Figure 2. Pepper Bridge Local Water Plan Impacted Reaches



Part B - Local Water Plan

1. PROCESS

The Pepper Bridge Local Water Plan process information and documentation are available on the Walla Walla Watershed Management Partnership (Partnership) website at <http://www.wallawallawatershed.org/projects/local-water-plans/140-lwp-11-01-pepper-bridge>.

The LWP follows all requirements of Chapter 90.92 RCW and the Partnership adopted guidelines and criteria for filing, review and approval of a local water plan.

- As filed on February 7, 2011, the Pepper Bridge Local Water Plan proposal originally included provisions to change and add points of diversion/withdrawal; add industrial/commercial supply as a purpose of use; and change the manner of use not otherwise authorized in all or portions of Walla Walla River Adjudicated Certificate Numbers 677, 840, and the portion of 700 together with change certificate volume 2 page 791 less change certificate volume 3 page 1087 and less change certificate volume 3 page 1096, and Ground Water Certificate Numbers G3-00569(A), G3-00569(D) and G3-00569(E). The proposal is available at:

http://www.wallawallawatershed.org/downloads/Partnership/LWP/11-01/11-01_LWP-Proposal.pdf.

- Public notice and solicitation of comments by the Walla Walla Watershed Management Partnership was provided through the posting of public notice on the Partnership website from February 7, 2011 to March 9, 2011. Five comments were received, and were considered during development of the final Local Water Plan.

The comments are available at:

http://www.wallawallawatershed.org/downloads/Partnership/LWP/11-01/11-01_Comments.pdf.

The Partnership response to public comments is available at:

http://www.wallawallawatershed.org/downloads/Partnership/LWP/11-01/11-01_Response-Public-Comment.pdf.

- The Water Resource Panel convened three meetings to review the Local Water Plan proposal and comments, which led to modifications and clarifications in the final Local Water Plan and issuance of a Water Resource Panel report on April 20, 2011, available at:
http://www.wallawallawatershed.org/downloads/Partnership/LWP/11-01/11-01_WRP-Report.pdf.
- The Local Water Plan will enhance flows in a critical reach for fish species in life stages to include Steelhead parr, smolts and adults; Spring Chinook smolts and adults; and Bull trout sub-adults and adults. It is not anticipated that implementation of this LWP will create any impairment to existing water rights, including instream flows.
- The Local Water Plan was reviewed under the State Environmental Policy Act (SEPA). A Local Water Plan is subject to a SEPA threshold determination (i.e., an evaluation whether there are likely to be significant adverse environmental impacts) if any one of the following conditions are met.
 - It is a surface water right application for more than 1 cubic feet per second, unless that project is for agricultural irrigation, in which case the threshold is increased to 50 cubic feet per second, so long as that irrigation project will not receive public subsidies;
 - It is a groundwater right application for more than 2,250 gallons per minute;
 - It is an application that, in combination with other water right applications for the same project, collectively exceed the amounts above;

- It is a part of a larger proposal that is subject to SEPA for other reasons (e.g., the need to obtain other permits that are not exempt from SEPA);
- It is part of a series of exempt actions that, together, trigger the need to do a threshold determination, as defined under WAC 197-11-305.

Because this local water plan does not meet any of these conditions, it is categorically exempt from SEPA and a threshold determination is not required.

2. EVALUATION CRITERIA

The parties considered mandatory evaluation criteria under Chapter 90.92 and find the Pepper Bridge Local Water Plan:

- contains, in adequate detail, the required elements outlined in RCW 90.92.080(3);
- substantially enhances instream flow conditions {RCW 90.92.090(2)};
- does not impair existing out-of-stream water rights {RCW 90.92.120(1)(c)};
- flow benefits provided outweigh any impacts on existing instream flow rights {RCW 90.92.120(1)(c)};
- considered public comments/concerns;
- does not exceed total water use which was determined to have been used in the Baseline Water Use Determination;
- is economically sustainable for the duration of the proposed project; and
- meets State Environmental Policy Act (SEPA) requirements.

The Local Water Plan will enhance flow conditions downstream in Yellowhawk Creek and into the Walla Walla River in fish-critical reaches for life stages to include Steelhead parr, smolts and adults; Spring Chinook smolts and adults, and; Bull trout sub-adults and adults. Downstream enhancement to flow conditions could continue on the Walla Walla River as far downstream as river mile 31 or further, depending on river conditions and diversion patterns. Over the last decade, significant efforts to restore instream flows in the mainstem Walla Walla River have included lease and purchase of water rights, irrigation efficiency projects, shallow aquifer recharge, and agreements by irrigation districts to maintain minimum instream flows in the river. The improvement to instream flows resulting from these efforts has not necessarily been reflected in flow gauge measurements on the lower Walla Walla River, because much of the water has been appropriated by water rights holders entitled to that additional water. But there is evidence of gradual improvement in flows through the corresponding reduction in the number of calls for regulation by water users upstream from the gauge, as these rights are now being fully satisfied by sufficient water instream. The frequency of regulatory action has been reduced in recent years to the point where few, if any, rights are regulated on the Walla Walla River during a normal irrigation season. In addition, the duration of the curtailment for those being shut off has been substantially reduced due to more water flowing in the river. The result of this reduction in regulatory activity is that any additional water placed instream should largely stay instream, rather than be diverted by water rights holders downstream. Going forward, additional contributions to instream flow should also translate to higher flow measurements at the lower river gauge.

3. WATER RIGHTS AND BASELINE DETERMINATION

The Pepper Bridge Local Water Plan relates to Walla Walla River Adjudicated Certificates #677, #840, the portion of #700 together with change certificate volume 2 page 791 less change certificate volume 3 page 1087 and less change certificate volume 3 page 1096; and Groundwater Certificates G3-00569(A), G3-00569(D), and G3-00569(E); see Table 1 and Appendix A.

Table 1. Pepper Bridge LWP Water Rights

Right	Priority	Irr Acres	Pri Acres	Supp Acres	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Pri Ac-ft	Supp Ac-ft	Stock Ac-ft
WWRAC 677	1907	35	35	0	0.692	0.692	0.692	0.462	0.462	0.462	0.346	0.346	0.346	0.692	0.692	0.692	175		
WWRAC 700	1908	6	6	0	0.119	0.119	0.119	0.079	0.079	0.079	0.06	0.06	0.06	0.119	0.119	0.119	30		
WWRAC 840	1926	90	90	0	1.792	1.792	1.792	1.196	1.196	1.196	0.896	0.896	0.896	1.792	1.792	1.792	450		
Surface Total		131	131	0	2.603	2.603	2.603	1.737	1.737	1.737	1.302	1.302	1.302	2.603	2.603	2.603	655	0	0
G3-00569(A)	1971	53.38	0.00	53.38	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0	249	
G3-00569(D)	1971	100.75	57.58	43.17	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	269	201	
G3-00569(E)	1971	96.21	61.76	34.45	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	285	161	2
Basalt Total		250.34	119.34	131.00	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	554	611	2
Total		250.34	250.34	131.00	4.512	4.512	4.512	3.646	3.646	3.646	3.211	3.211	3.211	4.512	4.512	4.512	1209	611	2

The Walla Walla Watershed Management Partnership’s determination of the baseline water use is identified in Table 2, created with input from the Water Resource Panel and consistent with guidelines adopted by the Partnership in consultation with the Water Resource Panel.

Table 2. Pepper Bridge LWP Baseline Water Use Determination

Right	Irr Acres	Pri Acres	Supp Acres	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Pri Ac-ft	Supp Ac-ft	Stock Ac-ft
WWRAC 677	35	35	0	0.692	0.692	0.692	0.462	0.462	0.462	0.346	0.346	0.346	0.692	0.692	0.692	128.0		
WWRAC 700	6	6	0	0.119	0.119	0.119	0.079	0.079	0.079	0.06	0.06	0.06	0.119	0.119	0.119	22.0		
WWRAC 840	90	90	0	1.792	1.792	1.792	1.196	1.196	1.196	0.896	0.896	0.896	1.792	1.792	1.792	330.0		
Surface Total	131	131	0	2.603	2.603	2.603	1.737	1.737	1.737	1.302	1.302	1.302	2.603	2.603	2.603	480.0	0.0	0
G3-00569(A)	53.38	0	53.38	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.408	0.0	195.6	
G3-00569(D)	100.75	57.58	43.17	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	0.769	211.9	158.2	
G3-00569(E)	96.21	61.76	34.45	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	0.733	225.1	126.2	2
Basalt Total	250.34	119.34	131.00	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	1.909	437.0	480.0	2
Total	250.34	250.34	131.00	4.512	4.512	4.512	3.646	3.646	3.646	3.211	3.211	3.211	4.512	4.512	4.512	917.0	480.0	2

Water use under the Local Water Plan does not exceed the baseline quantities identified in Table 2. Baseline water remaining instream totals 0.866 cfs from October 1 – April 1 and 29 acre-feet, as illustrated in Table 3.

Table 3. Baseline Water Remaining Instream for Flow Enhancement

Right	Irr Acres	Pri Acres	Supp Acres	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Pri Ac-ft	Supp Ac-ft	Stock Ac-ft
WWRAC 677	2.8	2.8		0.241	0.241	0.241							0.241	0.241	0.241	17		
WWRAC 700		0		0.000	0.000	0.000							0.000	0.000	0.000	0		
WWRAC 840		0		0.625	0.625	0.625							0.625	0.625	0.625	12		
Surface Total	2.8	2.8	0	0.866	0.866	0.866	0.000	0.000	0.000	0.000	0.000	0.000	0.866	0.866	0.866	29	0	0
G3-00569(A)																		
G3-00569(D)																		
G3-00569(E)																		
Basalt Total	0	0.00	0.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0	0
Total	0	0.00	0.00	0.866	0.866	0.866	0.000	0.000	0.000	0.000	0.000	0.000	0.866	0.866	0.866	29	0	0

4. APPROVAL OF PROPOSED FLEXIBILITIES

The parties, under authority of Chapter 90.92 RCW, approve the following flexibilities of use and application of water related to the portions of Walla Walla River Adjudicated Certificate #677, #840, the portion of #700 together with change certificate volume 2 page 791 and less

change certificate volume 3 page 1087 and less change certificate volume 3 page 1096; and Groundwater Certificates G3-00569(A), G3-00569(D), and G3-00569(E) (see Appendix A) as appurtenant to Walla Walla County Parcels #350612220002, #350612120007, and #35061221004 for a term to run through September 30, 2016.

Table 4. Flexibilities in Use and Application of Water

Add POD/POW to WWRAC #677	W ¹ / ₂ NW ¹ / ₄ of Sec. 12, T. 6 N., R. 35 E.W.M.
Add Water Source to WWRAC #677	Hydraulically connected groundwater well
Add Purpose of Use to WWRAC #677	Industrial/Commercial (65 gpm, 15 acre-feet)

(1) **POD/POW:** This would allow the addition of a new point of withdrawal in the W¹/₂ NW¹/₄ of Sec. 12, T. 6 N., R. 35 E.W.M. to WWRAC #677.

(2) **Water Source:** At the additional point of withdrawal, a new water source will be added to WWRAC #677. This is a hydraulically connected groundwater well.

(3) **Purpose of Use:** The new purpose of use will allow for 65 gpm and 15 acre-feet annually of WWRAC #677 to provide industrial/commercial use of water for a winery and tasting room.

The flexibilities approved above will enhance stream flow conditions by leaving in the stream a portion of baseline water use for stream flow enhancement and banking additional water rights on a temporary non-use basis.

Implementation of this LWP will not result in the enlargement of the existing surface water rights. It is not anticipated that implementation of this LWP will create any impairment to existing water rights, including instream flows.

The Local Group shall implement the flexibilities in water use in compliance with the Terms and Conditions, Part C of the Local Water Plan, and adhere to the following duties and obligations as a condition of this agreement:

- a. Comply with baseline water use provisions in Table 2;
- b. Allow 0.866 cfs from October 1– April 1 and 29 acre-feet annually, the amount identified in Table 3, to remain instream and not be diverted during the term of the LWP;
- c. Deposit 423 acre-feet of non-baseline water rights from Table 5 into the Partnership water bank on a temporary non-use basis under RCW 90.92.070(2)a;
- d. Water use under this authorization shall continue to be subject to regulation;
- e. The water rights in the LWP, including the water use under the added purpose of industrial/commercial use, shall not be exercised in a manner that would result in injury or detriment to other existing water rights. If injury or detriment to existing water rights occurs during the term of this LWP, as determined by Ecology, the Local Group shall either propose mitigation approved by the Partnership and Ecology, or shall obtain express written approval waiving such injury from the holder(s) of the impaired water right, or shall cease pumping.

- f. Produce an annual report for the period of October 1-September 30, by November 15 of each year beginning in 2011 providing:
 - i) Meter data for water use under the plan, both instantaneous and total, for all participating points of withdrawal reported separately;
 - ii) Daily average flows above and below the boundaries of the plan;
 - iii) Groundwater levels within the boundaries of the plan;
 - iv) Photo documentation of the Local Water Plan; and
 - v) LWP project evaluation.

5. ADDITIONAL ACTIVITIES

The Parties wish to acknowledge the following additional activities to enhance stream flows and ecological functions which meet the intent of a Local Water Plan, but are not binding under RCW 90.92.080(5).

- a. Water conservation of 311 acre-feet
 - i) So long as grapes remain a viable crop, as determined by the Local Group, 311 acre-feet of the basalt baseline water will be conserved in the source.
- b. Use of existing groundwater rights to benefit fish
 - i) Local Group will consider requests to switch sources from surface water use to basalt water use to enhance stream flow conditions during fish critical periods upon request made through the Executive Director of the Partnership, so long as basalt wells are operational;
 - ii) The Partnership will seek funding to offset costs incurred under this subsection.

The Local Group also agrees to deposit the 423 acre-feet of non-baseline water rights (Table 5) in the Partnership water bank on a non-use basis under RCW 90.92.070(2)a. The portions of WWAC #677, the portion of WWAC #700 together with change certificate volume 2 page 791 and less change certificate volume 3 page 1087 and less change certificate volume 3 page 1096, WWAC #840, G3-00569(A), G3-00569(D), and G3-00569(E) banked with the Partnership are accepted on a temporary basis. Because this amount is not part of the baseline, it shall not be considered in evaluating a request for permanent authorization of the Local Water Plan.

Table 5. Portion of Rights not Included in Baseline and Temporarily Banked

Right	Irr Acres	Pri Acres	Supp Acres	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Pri Ac-ft	Supp Ac-ft	Stock Ac-ft
WWRAC 677																47		
WWRAC 700																8		
WWRAC 840																120		
Surface Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	175	0	0
G3-00569(A)																0	53	0
G3-00569(D)																57	43	0
G3-00569(E)																60	34	0
Basalt Total		0.00	0.00	0.00	0	0	0	0	0	0	0	0	0	0	0	117	131	0
Total		0.00	0.00	0.00	0	292	131	0										

Part C - Terms and Conditions

1. REQUIREMENTS OF RCW 90.92

- a. All actions by any of the parties must be consistent with the specific requirements of Chapter 90.92 RCW.

2. PROTECTION OF LOCAL GROUP'S WATER RIGHTS

- a. The water rights in the Local Water Plan as authorized for the uses described in Part B of the Local Water Plan are:
 - i. Not subject to either the approval of Ecology under RCW 90.03.380 through 90.03.390, 90.44.100, and 90.44.105, or a tentative determination of the validity and extent of the water rights;
 - ii. Not subject to loss by forfeiture under RCW 90.14.130 through 90.14.200 during the period of time from when the Local Water Plan is approved to the expiration or nullification of the Local Water Plan as provided in Part B of the Local Water Plan; and
 - iii. Not to be exercised in a manner that would result in injury or detriment to other existing water rights unless express written approval is obtained from the holder of the impaired water right. To allow impacts to existing instream flow rights, the Partnership and Ecology must agree that the flow benefits provided the Local Water Plan outweigh the impacts.
- b. The years during the period of time when the Local Water Plan is operational may not be considered or calculated as a period of time that the water was not applied to use for purposes of RCW 90.14.130 through 90.14.200. Further, the years during this period of time under the rights subject to the Local Water Plan may not be considered or calculated as a period of time that the water was not applied to use and for purposes of future applications to change the water right for additional purposes or acreage under RCW 90.03.380.

3. PROTECTION OF OTHER WATER RIGHTS EXCLUSIVE OF LOCAL GROUP'S WATER RIGHTS

- a. Nothing in this Local Water Plan authorizes the impairment of existing water rights.
- b. A water right holder who believes the holder's water right has been impaired by any action authorized under this Local Water Plan may request that Ecology review the impairment claim. If Ecology determines that some action under this Local Water Plan is impairing existing rights, Ecology, the Partnership, and the Local Group must amend the Local Water Plan to eliminate the impairment. Any decision by Ecology to alter or not alter the Local Water Plan is appealable to the Pollution Control Hearings Board under RCW 43.21B.230. (RCW 90.92.100)

4. LIMITED USE OF DOCUMENTS

- a. All documents regarding water use submitted to the Partnership by the water users shall not be used by Ecology at any time to determine the validity of the water rights in any future administrative or regulatory action (RCW 90.92.080(3)a), unless authorization for such use is granted by the Local Group. This section will remain in effect after the termination of the Local Water Plan.

5. ACCESS FOR MONITORING

- a. The Local Group shall allow the Partnership and its employees, agents, successors and assigns, at all times during the term of the Local Water Plan access to the lands necessary for the implementing monitoring and compliance terms of the Local Water Plan. Access will be used solely for the purpose of allowing the Partnership and its employees, agents, successors and assigns to:
 - i. Monitor and enforce the terms of the Local Water Plan; and
 - ii. Measure instream flows, return flows, and collect other hydrological data relating to any water body, whether on the surface or underground, affecting or affected by the Local Water Plan.
- b. The Partnership will provide notice to the Local Group no less than 48 hours prior to access to the land. The Local Group is entitled to be present when the Partnership accesses the land, if it so desires. If the Local Group is unable to provide access within 24 hours, it shall provide alternative times acceptable to the Partnership for access within 7 days.
- c. The water source and/or water transmission facilities are not wholly located upon land owned by the Local Group. Approval of a Local Water Plan does not convey to the parties a right of access to, or other right to use, land which the Local Group does not legally possess. Obtaining such a right is a private matter between Local Group and owner of that land.

6. CONTINUATION OF LOCAL WATER PLAN

- a. Upon the expiration of the Local Water Plan that has been operating for five or more years, the Local Group may request that the Partnership and Ecology make the elements of the Local Water Plan, including the water rights deposited to the water bank used for stream flow enhancement for placement in the trust water rights program, permanent authorizations and conditions for use of the water rights. The request will be evaluated based on whether:
 - i. The determination of the baseline water use adequately represents the extent and validity of the donated water rights; and
 - ii. Whether there is injury or detriment to other existing water rights; or
 - iii. The written approval obtained from the holder of an impaired water right is continued or renewed.
- b. If the Partnership and Ecology approve the request under subsection (a) of this section, Ecology shall issue superseding water rights consistent with the management and uses of the water under the Local Water Plan. That portion of the baseline water rights deposited in the water bank for placement in the trust water rights program must be made permanent and transferred in accordance with Chapter 90.42 RCW.

7. TERMINATION

- a. The Local Water Plan expires by its terms, by written withdrawal of any party, or upon agreement by all parties to the contract.

- b. If the Local Group is not in compliance with the terms of the Local Water Plan, the Partnership shall, consistent with the dispute resolution process adopted by the Partnership, seek compliance. If the Partnership revokes the Local Water Plan due to noncompliance, the water users in the Local Water Plan must thereafter exercise the water rights only as the water rights were authorized and conditioned prior to the approval of the Local Water Plan, and all rights and duties that were terms in the Local Water Plan lapse and are not valid or enforceable.
- c. If the Local Water Plan expires and the water management and uses under the local water plan are not granted approval to be permanent, the water users in the Local Water Plan must thereafter exercise the water rights only as the water rights were authorized and conditioned prior to the Local Water Plan, and all rights and duties that were terms in the Local Water Plan lapse and are not valid or enforceable.

8. DISPUTE RESOLUTION

- a. Parties agree to utilize, to the extent applicable, the Dispute Resolution process identified in the “Partnership’s Guidelines and Criteria for the Implementation of RCW 90.92” current revision.

9. ADDITIONAL PROVISIONS

- a. An approved data-logging measuring device shall be installed and maintained for each source authorized by this Local Water Plan in accordance with the rule "Requirements for Measuring and Reporting Water Use", WAC 173-173 <http://www.ecy.wa.gov/programs/wr/measuring/measuringhome.html>.
- b. Use of water under this authorization shall be contingent upon the water right holder's maintenance of efficient water delivery systems and use of up-to-date water conservation practices consistent with established regulation requirements and facility capabilities.

10. ENTIRE AGREEMENT; MODIFICATIONS; CONSTRUCTION

- a. This Local Water Plan constitutes the entire agreement of the Local Group, the Partnership and Ecology with respect to the Local Water Plan.
- b. This Local Water Plan shall not be modified or amended except by a written instrument signed by all parties.
- c. This Local Water Plan will be governed by and construed under the laws of the state of Washington. The captions and paragraph titles used in this Local Water Plan are for reference only and will not be used in the interpretation of this Local Water Plan or any related document. If any provision of this Local Water Plan is determined to be illegal, void, or unenforceable, such determination will not affect any other provision of this Local Water Plan and all such other provisions will remain in full force and effect.

11. NOTICE AND CONTACTS

- a. The names, addresses, telephone, and fax numbers of the parties to this Local Water Plan for use in written communication and notice between the parties are as follows:

Local Group:	Partnership:
Pepper Bridge Land Company 1545 Gray Lynn Drive	Walla Walla Watershed Management Partnership 500 Tausick Way

Walla Walla, WA 99362
Attn: Robert Rupar
Tel: 509-529-6191
Email: ruparb@wwics.com

Walla Walla, WA 99362
Attn: Cathy Schaeffer
Tel: 509-524-5216
Fax: 509-524-5209
Email: cathy.schaeffer@wwcc.edu

Ecology:

WA State Department of Ecology
PO Box 47600
Olympia, WA 98504
Attn: Hedia Adelsman
Tel: 360-407-6222
Fax: 360-407-6989
Email: hade461@ecy.wa.gov

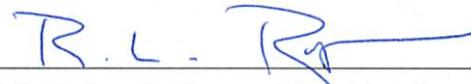
Part D - Local Water Plan Approval

1. APPROVAL SIGNATURES

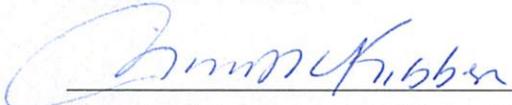
- a. The Local Water Plan is a contract among the Partnership Board, Director of WA State Department of Ecology, and by all participating water users constituting the Local Group; by signing below all parties agree to abide by all terms and conditions of the Local Water Plan.
- b. The individuals signing below have the authority to execute this Local Water Plan on behalf of their respective Local Group and bind the Local Group, its successors and assigns to the terms of the Local Water Plan. By Resolution attached hereto, the Partnership Board has approved the execution of this Local Water Plan by the Executive Director.



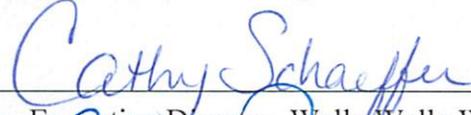
Pepper Bridge Land Company LLC; Robert L. Rupar, Managing Member
Date 5/11/11



Homeward Bound, LP; Robert L. Rupar, Managing Partner
Date 5/11/11



Sequel, LLC; Norm McKibben, Manager
Date 5/11/11



Cathy Schaeffer, Executive Director, Walla Walla Watershed Management Partnership
Date 5/10/2011



Ted Sturdevant, Director, WA State Department of Ecology
Date 5-16-11

Appendix A

Document	Note	Appendix
Current Water Use Authorizations	Authorizations involved in the Pepper Bridge Local Water Plan.	A
http://www.wallawallawatershed.org/downloads/Partnership/LWP/11-01/11-01_Water-Rights.pdf		
