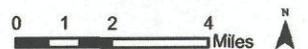




- ★ Sites
- City
- County
- ⚡ Highway

Figure 1
Priest Rapids Shoreline Stabilization Project
Grant County Public Utility District
Chelan, Douglas and Kittitas Counties, WA

This product is for informational purposes and may not be suitable for legal, engineering or surveying purposes. This information or data is provided with the understanding that conclusions drawn from such information are the responsibility of the user.





- Action Area
- Taxlot

Data Sources:
 Action Areas - MB&G
 Imagery - USDA NAIP 2009

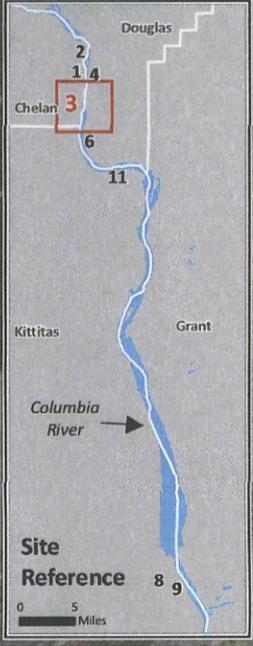
**Exhibit 1a - Sites 1, 2, and 4
 Action Area
 Priest Rapids Shoreline Stabilization Project
 Grant County Public Utility District
 Chelan, Douglas, and Kittitas Counties, WA**

This product is for informational purposes and may not be suitable for legal, engineering or surveying purposes. This information or data is provided with the understanding that conclusions drawn from such information are the responsibility of the user.



0 125 250 500 Feet





- Action Area
- Taxlot

Data Sources:
 Action Areas - MB&G
 Imagery - USDA NAIP 2009

**Exhibit 1b - Site 3
 Action Area
 Priest Rapids Shoreline Stabilization Project
 Grant County Public Utility District
 Chelan, Douglas, and Kittitas Counties, WA**

This product is for informational purposes and may not be suitable for legal, engineering or surveying purposes. This information or data is provided with the understanding that conclusions drawn from such information are the responsibility of the user.



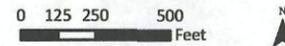


- Action Area
- Taxlot

Data Sources:
 Action Areas - MB&G
 Imagery - USDA NAIP 2009

**Exhibit 1c- Site 6
 Action Area
 Priest Rapids Shoreline Stabilization Project
 Grant County Public Utility District
 Chelan, Douglas, and Kittitas Counties, WA**

This product is for informational purposes and may not be suitable for legal, engineering or surveying purposes. This information or data is provided with the understanding that conclusions drawn from such information are the responsibility of the user.





- Action Area
- Taxlot

Data Sources:
 Action Areas - MB&G
 Imagery - USDA NAIP 2009

Exhibit 1d- Site 11
Action Area
Priest Rapids Shoreline Stabilization Project
Grant County Public Utility District
Chelan, Douglas and Kittitas Counties, WA

This product is for informational purposes and may not be suitable for legal, engineering or surveying purposes. This information or data is provided with the understanding that conclusions drawn from such information are the responsibility of the user.

MB&G

0 125 250 500 Feet N

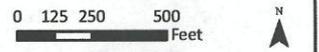


 Action Area

**Exhibit 1e - Sites 8 and 9
Action Area
Priest Rapids Shoreline Stabilization Project
Grant County Public Utility District
Chelan, Douglas and Kittitas Counties, WA**

Data Sources:
Action Areas - MB&G
Imagery - USDA NAIP 2009

This product is for informational purposes and may not be suitable for legal, engineering or surveying purposes. This information or data is provided with the understanding that conclusions drawn from such information are the responsibility of the user.



Attachment A

Summary of Project Site Locations

Project Site	County	Township/Range/ Section/Quarter/ Quarter	Latitude/ Longitude	Tax Lots	Land Owners
Site 1	Chelan	21N/22E/16/SW/SW	47.30626° / -120.08864°	212216330000	Ron Hubbard Ravenwing Ranch LLC 1653 24 th Avenue NE Issaquah, WA 98029
				212221000000 212221000100	Grant County PUD PO Box 878 Ephrata, WA 98823
Site 2	Chelan	21N/22E/16/SW/NW	47.31809° / -120.08966°	212216320000	Ron Hubbard Ravenwing Ranch LLC 1653 24 th Avenue NE Issaquah, WA 98029
Site 3	Chelan	21N/22E/29/SE/NE	47.28139° / -120.09238°	212229410000	WDFW Region 3 District Office 201 North Pearl St. Ellensburg, WA 98926
Site 4	Douglas	21N/22E/16/SW/SE 21N/22E/21/NW/NE	47.30215° / -120.08347°	21221630002 21222120005	Grant County PUD PO Box 878 Ephrata, WA 98823
Site 6	Douglas	20N/22E/9/NW/SW	47.24128° / -120.08670°	20220920003	Grant County PUD PO Box 878 Ephrata, WA 98823
Site 8	Kittitas	16N/23E/28/NW/SW 16N/23E/28/SW/NW	46.84793° / -119.95911°	754833	BLM Wenatchee Field Office 915 Walla Walla Ave Wenatchee, WA 9880
				764833	Grant County PUD PO Box 878 Ephrata, WA 98823
Site 9	Kittitas	16N/23E/28/SW/SW	46.84244° / -119.95620°	774833	Karen Nelson PO Box 702 Maple Valley, WA 98038
Site 11	Kittitas	20N/22E/14/NE/SW	47.22325° / -120.03948°	933433	WDFW Region 3 District Office 201 North Pearl St. Ellensburg, WA 98926

Approximate distance from withdrawal location to nearest Section corner

Project Site	Distance (ft)	North/South	Distance (ft)	East/West	Section corner
Site 1	60	South	300	West	SW corner of Section 16
Site 2	1,900	South	200	West	SW corner of Section 16
Site 3	1,650	South	350	East	SE corner of Section 29
Site 4	1,500	North	1,800	West	NW corner of Section 21
Site 6	1,800	North	600	West	NW corner of Section 9
Site 8	2,500	North	400	West	NW corner of Section 28
Site 9	850	South	1,100	West	SW corner of Section 28
Site 11	1,800	South	1,700	West	SW corner of Section 14

Return Address:

Public Utility District No. 2 of Grant County
P.O. Box 878
Ephrata, WA 98823-0878

LICENSE AGREEMENT

Grantor (Licensor): Ravenwing Ranch, LLC.

Grantee (Licensee): Public Utility District No. 2 of Grant County, Washington, a Washington municipal corporation.

Legal Description (abbreviated): Parcel #212216330000: Gov Lot 7: PT W ½ SWSW, Chelan County, Washington. Parcel #212216320000: Gov Lot 3; PT W ½ NWSW, Chelan County, Washington.

Parties

1.1 **Licensor.** Ravenwing Ranch, LLC.

1.2 **Licensee.** PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON, a Washington municipal corporation and its contractors and/or agents.

Property

2.1 **Licensor's Property.** Licensor is the owner of the following described property located in the County of Grant, Washington:

Those portions of Government Lots Two (2), Three (3) and Seven (7), Section Sixteen (16), Township Twenty-one (21) North, Range Twenty-two (22) E.W.M., Chelan County, Washington, lying Easterly of a line described as follows: beginning at a point on the South line of said Section

1 Sixteen (16), said point being South 86°46'50" East 235.0 feet from the Southwest corner of said
2 Section Sixteen (16); thence along the Project Boundary line of the Wanapum Reservoir North
3 08°16'40" West 1589.75 feet; North 00°12'40" East 702.31 feet; North 47°24'15" East 352.46 feet;
4 North 08°09'35" West 207.86 feet to the intersection of said Project Boundary line with the East-
5 West quarter line of said Section Sixteen (16), said intersection being North 88°54'55" East
6 228.38 feet from the West quarter corner of said Section Sixteen (16); thence continuing along
7 said Project Boundary line North 08°09'35" West 637.70 feet; South 82°17'30" West 136.80 feet
8 to the intersection of said Project Boundary line with the West line of said Section Sixteen (16);
9 thence along said West line North 00°12'40" East 733.94 feet to the line of Ordinary High Water
10 of the Columbia River.

11 The above described parcel of land contains 16.31 acres, more or less.

12 The bearings referred to above are on the Washington Coordinate System, North Zone.

13 The coordinates of the Southwest corner of Section Sixteen (16), Township Twenty-one (21)

14 North, Range Twenty-two (22) E.W.M., Chelan County, Washington, are: X = 2,101,837.20 feet
15 and Y = 719,477.15 feet.

16 Agreement

17 3.1 Grant of License. Licensor hereby grants Licensee a license to ingress/egress
18 over properties described in Paragraph 2.1 herein within two-hundred feet (200') of existing high
19 water ordinary mark. The access to the subject properties will be gained from the Columbia River.

20 3.2 Purpose. The purpose of this license is for Licensee to conduct shoreline
21 stabilization measures. The measures include, but not limited to:

- 22 **A)** Utilization of equipment, such as truck, trailer, excavator and other equipment.
23 **B)** Placing materials to include, but not limited to live plantings, wooden stakes, soil and rock
24 fill, boulders, conifer logs soil filled geosynthetic bags, and coir fabric.
25 **C)** Installation and operation of a temporary irrigation system to increase live planting
26 survival.

1 D) Periodic maintenance and monitoring of the shoreline.

2 3.3 Termination of License. This License is valid for so long as Licensor is the owner
3 of that property described in Paragraph 2.1 herein, unless sooner terminated. Licensor reserves
4 the right to terminate this License in the event Licensee abuses the property or if Licensee joins in
5 any activity not permitted in Paragraph 3.2 herein. Licensor may terminate this license at any
6 time upon thirty (30) days written notice.

7 3.4 Service of Notices. All notices shall be in writing. All notices to be given to
8 Licensee may be served on Licensee personally or by sending notice by U. S. Mail, postage
9 prepaid, addressed as follows:

10 **Public Utility District No. 2 of Grant County**
11 **P.O. Box 878**
12 **Ephrata, WA 98823**

13
14 or such other place as Licensee may direct in writing.

15 All notices to be given to Licensor may be served on Licensor personally or by
16 sending notice by U. S. Mail, postage prepaid, addressed as follows:

17 **Ravenwing Ranch, LLC**
18 **1653 24th Avenue NE**
19 **Issaquah, WA 98029**

20 or such other place as Licensor may direct in writing. Notice shall be deemed delivered on the
21 date of delivery if personally delivered or on the date of postmark if mailed. All notice periods
22 shall begin and end on midnight.

23 3.5 Maintenance of Property. Licensee agrees to leave the area in as good a
24 condition as when Licensee entered the property. Licensor is not obligated to maintain, improve
25 or guarantee the continued use of the property.

26 3.6 Release and Indemnity. Licensee does hereby release, indemnify and promise to

1 defend and save harmless Licensor from and against any and all liability, loss, property damage,
2 personal injuries, expense, actions and claims, including costs and reasonable attorney's fees
3 incurred by Licensor in defense thereof, asserted or arising directly or indirectly on account of or
4 out of acts or omissions of Licensee and Licensee's contractors/agents or other parties in the
5 exercise of the rights granted herein.

6 3.7 Attorney Fees. In the event any party employs legal counsel to enforce any
7 covenant of this license, or to pursue any other remedy on default as provided herein, or by law,
8 the substantially prevailing party shall be entitled to recover all reasonable attorneys' fees,
9 appraisal fees, title search fees, other necessary expert witness fees and all other costs and
10 expenses not limited to court action. Such sum shall be included in any judgment or decree
11 entered.

12 3.8 Venue. The venue of any action instituted to enforce this agreement, or any
13 portion thereof, shall be in Grant County, Washington.

14 3.9 Assignment. This license is not assignable.

15 3.10 Entire Agreement. This license agreement contains the entire agreement
16 between the parties hereto, and there are no verbal or other agreements which modify or affect
17 this license agreement.

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"LICENSOR"

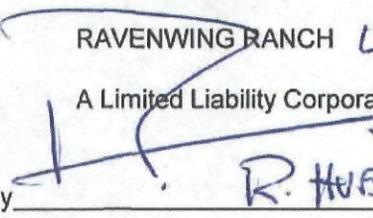
MANAGER / MEMBER

ROB HUBBARD, PRESIDENT

RAVENWING RANCH LLC.

A Limited Liability Corporation

By


R. HUBBARD

Date

June 14, 2010.

"LICENSEE"

PUBLIC UTILITY DISTRICT NO. 2 OF

GRANT COUNTY, WASHINGTON

A Washington Municipal Corporation

By



Date

7-21-10

1 STATE OF WASHINGTON)
2 COUNTY OF _____) ss.

3 I certify that I know or have satisfactory evidence that Igor Shapoda is
4 the person who appeared before me and said person acknowledged that he/she signed this
5 instrument, on oath stated that he/she was authorized to execute the instrument and
6 acknowledged it as the Licensee/Land's Specialist of PUBLIC UTILITY DISTRICT
NO. 2 OF GRANT COUNTY, WASHINGTON, a Washington municipal corporation, to be the free
and voluntary act of such party for the uses and purposes mentioned in the instrument.

7 Dated this 21st day of July, 2010.



8 A.M. Gruchalla
9 Typed/Printed Name A.M. Gruchalla
10 NOTARY PUBLIC
11 In and for the State of Washington
12 My appointment expires 8/5/12

1 ACKNOWLEDGEMENT FOR ENTITY:

2 STATE OF WASHINGTON)
3 COUNTY OF King) ss.

Robert Hubbard

4 I certify that I know or have satisfactory evidence that ^ is the person who
5 appeared before me and said person acknowledged that he/she signed this instrument, on oath
6 stated that he/she was authorized to execute the instrument and acknowledged it as the of
to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

7 Dated this 14 day of June, 2010.



8 [Signature]
9 Typed/Printed Name Dianne Rosenquist
10 NOTARY PUBLIC
11 In and for the State of Washington
12 My appointment expires 4/14/2013

After Signature, Return Original To:
Washington Department of Fish & Wildlife
Real Estate Services
600 Capital Way North
Olympia, Washington 98501-1091
Attn: Elyse Kane

Related Agency Control No.: 110014, 110017, 120126
Property Name: Quincy, Colockum, Columbia River sites
County: Chelan, Kittitas, Grant
Grantee: Washington Dept. of Fish & Wildlife
Grantor: Grant County Public Utility District

LAND USE AGREEMENT

THIS LAND USE AGREEMENT IS entered into this 21st day of July, 2010, by and between THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE (hereinafter "WDFW") and Public Utility District No. 2 of Grant County, Washington, a governmental agency, whose address is P.O. Box 878, Ephrata, WA 98823, (hereinafter "Grantee"). WDFW hereby authorizes Grantee to complete river bank and shoreline stabilization on the mid-Columbia River on 3 WDFW sites designed to arrest on-going shoreline erosion from wave and wind action, provide low maintenance and long-term stabilization of the eroding shoreline, prevent looting, and provide long-term protection of archaeological resources as required by FERC license for the Priest Rapids Hydroelectric Project No. 2114-116 which is to subject to the terms and conditions of this Agreement. Said access site is situated in the County of Chelan, Kittitas and Grant State of Washington (hereinafter "the premises"), as more particularly described as follows:

Chelan Co. T21N R22E S29, Kittitas Co. T20N R22 S14, Grant Co. T19N R23E S7
PARCEL NOS. 212229410000 2022140900115 150496000

FOR AND IN CONSIDERATION of the mutual benefits to be derived, WDFW and Grantee mutually covenant and agree as follows:

- 1. Term:** This Agreement is not valid until signed by the authorized representative of WDFW below. The term of this Agreement is July 16, 2010 to Sept. 30, 2014 (initial project completion) July 16, 2010 to April 17, 2052 (maintenance and monitoring).
- 2. Fee:** Permittee shall pay to WDFW a nonrefundable fee of \$500.00 for this permit. The total payment is due in advance.
- 3. Operation and Maintenance:** Grantee, at its sole expense, shall complete and maintain the above described stabilization improvements on the premises in compliance with all applicable federal, state and local laws and regulations and in a condition satisfactory to WDFW. This responsibility includes, but is not limited to: restore and seed and plant all disturbed areas with WDFW approved native erosion-control grasses and native wood tree and shrub species, per WDFW specifications, and provide weed control until established. Grantee should utilize WDFW bio-engineering techniques to the greatest extent possible, per WDFW's integrated Stream Bank Protection Guidelines (ISPG) manual, and per WDFW Hydraulic Project Approval Permit (HPA) Control No. 120298-1 issued June 9, 2010. Grantee's use of the site shall comply with the provisions of the state cultural and archaeological resource laws (RCW 27.44 and 27.53). Before commencing any work at the premises involving disturbance of the ground, Grantee shall provide to WDFW the clearance letter received from the Washington Department of Archaeology and Historic Preservation.

Grantee shall also provide continued maintenance and monitoring beyond completion of the stabilization improvements on the premises to coincide with FERC requirements and licensing period ending in 2052.
- 4. Compliance with Funding Source Contracts:** Grantee shall maintain the premises and stabilization improvements on the premises for the purpose of resource protection and public recreation in compliance with the provisions of the original funding agreements for the premises, which documents are maintained in the official files of WDFW in Olympia, Washington.
- 5. Limited Rights:** No provision of this Agreement transfers any real property rights from WDFW to Grantee. WDFW permits only those rights and privileges set forth in this Agreement during the term hereof and WDFW retains jurisdiction over its Property in all other respects. This Agreement does not prevent public or WDFW use of the Property. This Agreement does not convey the right to build roads, cut vegetation, or store any materials, vehicles, or equipment on the premises, except as

described above for stabilization project completion, monitoring, and maintenance. Major alterations and improvements to the land and facilities shall be done only with the prior, written approval of WDFW. Grantee is authorized to take immediate action to correct hazards to the public (such as downed or danger trees or damage caused by flood hazards). Neither this Agreement, nor the rights and obligations set forth herein, may be assigned or sublet by Grantee in whole or in part.

6. **No Warranty:** WDFW grants this Agreement without warranty, either express or implied, regarding the suitability or condition of the premises. Grantee shall not hold WDFW liable for any shortage or defect in any part of the premises or on account of theft of, or damage to, the vehicles, equipment, or other property of Grantee, its agents, contractors, or employees.
7. **Liability:** Each party to this Agreement agrees to be responsible for being appropriately self-insured or providing adequate liability insurance related to the responsibilities and activities of itself, and its agents, contractors, and employees, at the premises. To the extent allowed by law, Grantee shall indemnify, defend and hold WDFW harmless from and against any claims of damages by whomsoever made and of any nature whatsoever arising out of or in any manner connected with the acts and omissions of Grantee, and its agents, contractors, and employees, at the premises. Grantee and WDFW shall assist each other in preserving and presenting a defense of limited liability under RCW 4.24.210 by allowing the public to use said property for outdoor recreation without fee.
8. **Property Damage/Fines and Penalties:** Grantee, and its agents, contractors, and employees, shall not use hazardous or toxic substances at the premises, unless said use is in strict compliance with all applicable laws. Grantee shall reimburse WDFW, immediately upon demand, for any and all cleanup costs, fees, fines, and penalties (civil and criminal) imposed on WDFW by any governmental authority, which are related to Grantee's use or misuse of the premises.
9. **Cancellation:** This Agreement may be canceled by WDFW at any time upon ten (10) days' written notice to Grantee in the event Grantee fails or refuses to perform any maintenance or repair required by WDFW or other applicable governmental authority, or in the event Grantee violates any of the provisions of this Agreement. This Agreement may be temporarily suspended in case of emergency in the sole discretion of WDFW.
10. **Surrender of the premises:** Upon cancellation or termination of this Agreement, Grantee shall immediately vacate and deliver up the premises to WDFW in a condition as good as, or better than, that which presently exists, reasonable wear and tear by the elements excepted. Upon the failure or refusal of Grantee to restore the premises to said condition, WDFW may undertake the restoration, and Grantee hereby agrees to reimburse WDFW, immediately upon demand, for the cost of said restoration. Any property of Grantee that remains upon the premises thirty (30) days after termination or cancellation of this Agreement shall become the property of WDFW without further process, or, at WDFW's option, may be removed by WDFW at Grantee's cost.
11. **Venue:** In the event of a lawsuit involving this Agreement, jurisdiction and venue are proper only in the State of Washington, Thurston County Superior Court.
12. **Severability:** If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision, or part thereof.
13. **Entire agreement:** This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective employees or agents, that is not contained in this document is valid, binding, or enforceable.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

Accepted:

Grant County PUD

7/13/10
Date

Kelly Larimer
By: Kelly Larimer, Lands and Recreation Resources Manager

7/20/10
Date
Approved: DVB Date: 7/14/10
Reg. Dir.

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
Jennifer Quan
Jennifer Quan, Lands Division Manager

GRANTOR /

GRANTEE /

CONSIDERED /

480866

A50-009
KITITAS COUNTY AUDITOR
FILED REQUEST OF:

1984 JUL 27 PM 2:27

John Molitor

PERMIT

I, Karen Marie Nelson, hereinafter referred to as the owner, do hereby permit the PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, hereinafter referred to as the District, to restrict public access to and to enter upon the following described property, to wit:

16 Lot 8 (the SW 1/4 of the SW 1/4) of Section 28, Township 28 North, Range 23 East, W.M. in the County of Kittitas, State of Washington

to install facilities for the protection of the cultural and archaeological resources at selected sites along the shoreline of the Priest Rapids Reservoir.

The work will generally include grading, covering or performing other services as necessary to cover exposed or excavated Indian Burial Sites.

The facilities will include the installation of:

- A. Padlocked Gates; which will be located across roads upon said property. (Keys will be furnished the landowner and/or their designees.)
- B. Warning Signs; which will be installed at various locations.

The District, by acceptance of this permit, agrees to assume all risk of loss, damage or injury to their equipment, personnel or their agents and to indemnify and save the Owner harmless from any and all claims arising in any manner from the presence of the District's equipment, personnel or their agents upon the Owner's property for the purpose(s) set forth herein.

Said permit shall run with the above described land.

This permit shall be for a term of three (3) years from date. Thereafter, it shall be automatically renewed from year to year, unless cancelled by either party. The effective date of cancellation shall be six (6) months from the date either party gives notice of cancellation or at the end of the annual renewal date, whichever is the later date.

TO HAVE AND HOLD said Permit and rights unto the parties, their heirs, executors and assigns.

DATED THIS 27th day of June, 1984.

Ret Same.

Karen M. Nelson
KAREN M. NELSON

OFFICIAL RECORDS

VOL 208 PAGE 460

GRANTOR /
GRANTEE /
COMPARED /

480868

KITTITAS COUNTY AUDITOR
FILED REQUEST OF:

1984 JUL 27 PM 2:27

*John
Molitor*

PERMIT

We, Stockdale, Inc. hereinafter referred to as the owner, do hereby permit the PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, hereinafter referred to as the District, to restrict public access to and to enter upon the following described property, to wit:

All that portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (Lot 2) and of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 16 North, Range 23 East, W.M., in the County of Kittitas, State of Washington, beginning at a point on the East boundary line of said section, 2477 feet North of the Southeast corner of said section; thence North $28^{\circ}17'$ West, 253.2 feet; then North $28^{\circ}49'$ West, 114 feet; thence North $24^{\circ}14'$ West, 219.3 feet; thence North $23^{\circ}12'$ West, 418.5 feet; thence North $25^{\circ}29'$ West, 355.9 feet; thence East 200 feet; thence South $50^{\circ}00'$ East, 500 feet to section line; thence South 908 feet to the point of beginning.

to install facilities for the protection of the cultural and archaeological resources at selected sites along the shoreline of the Priest Rapids Reservoir.

The work will generally include grading, covering or performing other services as necessary to cover exposed or excavated Indian Burial Sites.

The facilities will include the installation of:

- A. Padlocked Gates; which will be located across roads upon said property. (Keys will be furnished the landowner and/or their designees.)
- B. Warning Signs; which will be installed at various locations

The District, by acceptance of this permit, agrees to assume all risk of loss, damage or injury to their equipment, personnel or their agents and to indemnify and save the Owner harmless from any and all claims arising in any manner from the presence of the District's equipment, personnel or their agents upon the Owner's property for the purpose(s) set forth herein.

Said Permit shall run with the above described land.

Ret: Same.

STATE OF WASHINGTON)
County of Grant) ss.

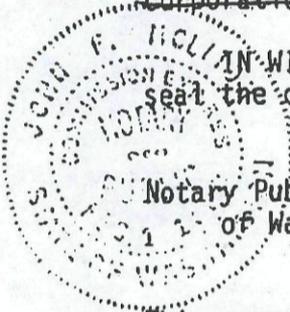
TO HAVE AND HOLD said easement and rights unto the parties, their heirs, executors and assigns forever.

DATED this 17th day of April, 1984.

Wayne T. Stockdale
Wayne Stockdale

Claudia D. Stockdale

On this 17th day of April
A.D., 19 84 before me personally appeared Wayne T. & Claudia D. Stockdale (H & W)
to me known to be the President and Secretary
of the corporation that executed the within and foregoing instrument, and acknowledged the 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 they were authorized to execute said instrument, and that the ~~seal affixed thereto is the corporated seal of said corporation.~~



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State
of Washington, residing at

John F. Hollan
Ephrata

This permit is hereby accepted and its terms agreed to this 18th
day of April, 1984.

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY

By Charles A. Bass
Title Dir. of Power Production

OFFICIAL RECORDS

After Signature, Return Original To:
Washington Department of Fish & Wildlife
Real Estate Services
600 Capitol Way North
Olympia, Washington 98501-1091
Attn: Elyse Kane

Related Agency Control No.: 110014, 110017, 120126
Property Name: Quincy, Colockum, Columbia River sites
County: Chelan, Kittitas, Grant
Grantor: Washington Dept. of Fish & Wildlife
Grantee: Grant County Public Utility District

LAND USE AGREEMENT

THIS LAND USE AGREEMENT IS entered into this 24th day of July, 2010, by and between THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE (hereinafter "WDFW") and Public Utility District No. 2 of Grant County, Washington, a governmental agency, whose address is P.O. Box 878, Ephrata, WA 98823, (hereinafter "Grantee"). WDFW hereby authorizes Grantee to complete river bank and shoreline stabilization on the mid-Columbia River on 3 WDFW sites designed to arrest on-going shoreline erosion from wave and wind action, provide low maintenance and long-term stabilization of the eroding shoreline, prevent looting, and provide long-term protection of archaeological resources as required by FERC license for the Priest Rapids Hydroelectric Project No. 2114-116 which is to subject to the terms and conditions of this Agreement. Said access site is situated in the County of Chelan, Kittitas and Grant State of Washington (hereinafter "the premises"), as more particularly described as follows:

Chelan Co. T21N R22E S29, Kittitas Co. T20N R22 S14, Grant Co. T19N R23E S7
PARCEL NOS. 212229410000 2022140900115 150496000

FOR AND IN CONSIDERATION of the mutual benefits to be derived, WDFW and Grantee mutually covenant and agree as follows:

- Term:** This Agreement is not valid until signed by the authorized representative of WDFW below. The term of this Agreement is July 16, 2010 to Sept. 30, 2014 (initial project completion)
July 16, 2010 to April 17, 2052 (maintenance and monitoring).
- Fee:** Permittee shall pay to WDFW a nonrefundable fee of \$500.00 for this permit. The total payment is due in advance.
- Operation and Maintenance:** Grantee, at its sole expense, shall complete and maintain the above described stabilization improvements on the premises in compliance with all applicable federal, state and local laws and regulations and in a condition satisfactory to WDFW. This responsibility includes, but is not limited to: restore and seed and plant all disturbed areas with WDFW approved native erosion-control grasses and native wood tree and shrub species, per WDFW specifications, and provide weed control until established. Grantee should utilize WDFW bio-engineering techniques to the greatest extent possible, per WDFW's integrated Stream Bank Protection Guidelines (ISPG) manual, and per WDFW Hydraulic Project Approval Permit (HPA) Control No. 120298-1 issued June 9, 2010. Grantee's use of the site shall comply with the provisions of the state cultural and archaeological resource laws (RCW 27.44 and 27.53). Before commencing any work at the premises involving disturbance of the ground, Grantee shall provide to WDFW the clearance letter received from the Washington Department of Archaeology and Historic Preservation.

Grantee shall also provide continued maintenance and monitoring beyond completion of the stabilization improvements on the premises to coincide with FERC requirements and licensing period ending in 2052.
- Compliance with Funding Source Contracts:** Grantee shall maintain the premises and stabilization improvements on the premises for the purpose of resource protection and public recreation in compliance with the provisions of the original funding agreements for the premises, which documents are maintained in the official files of WDFW in Olympia, Washington.
- Limited Rights:** No provision of this Agreement transfers any real property rights from WDFW to Grantee. WDFW permits only those rights and privileges set forth in this Agreement during the term hereof and WDFW retains jurisdiction over its Property in all other respects. This Agreement does not prevent public or WDFW use of the Property. This Agreement does not convey the right to build roads, cut vegetation, or store any materials, vehicles, or equipment on the premises, except as

described above for stabilization project completion, monitoring, and maintenance. Major alterations and improvements to the land and facilities shall be done only with the prior, written approval of WDFW. Grantee is authorized to take immediate action to correct hazards to the public (such as downed or danger trees or damage caused by flood hazards). Neither this Agreement, nor the rights and obligations set forth herein, may be assigned or sublet by Grantee in whole or in part.

6. **No Warranty:** WDFW grants this Agreement without warranty, either express or implied, regarding the suitability or condition of the premises. Grantee shall not hold WDFW liable for any shortage or defect in any part of the premises or on account of theft of, or damage to, the vehicles, equipment, or other property of Grantee, its agents, contractors, or employees.
7. **Liability:** Each party to this Agreement agrees to be responsible for being appropriately self-insured or providing adequate liability insurance related to the responsibilities and activities of itself, and its agents, contractors, and employees, at the premises. To the extent allowed by law, Grantee shall indemnify, defend and hold WDFW harmless from and against any claims of damages by whomsoever made and of any nature whatsoever arising out of or in any manner connected with the acts and omissions of Grantee, and its agents, contractors, and employees, at the premises. Grantee and WDFW shall assist each other in preserving and presenting a defense of limited liability under RCW 4.24.210 by allowing the public to use said property for outdoor recreation without fee.
8. **Property Damage/Fines and Penalties:** Grantee, and its agents, contractors, and employees, shall not use hazardous or toxic substances at the premises, unless said use is in strict compliance with all applicable laws. Grantee shall reimburse WDFW, immediately upon demand, for any and all cleanup costs, fees, fines, and penalties (civil and criminal) imposed on WDFW by any governmental authority, which are related to Grantee's use or misuse of the premises.
9. **Cancellation:** This Agreement may be canceled by WDFW at any time upon ten (10) days' written notice to Grantee in the event Grantee fails or refuses to perform any maintenance or repair required by WDFW or other applicable governmental authority, or in the event Grantee violates any of the provisions of this Agreement. This Agreement may be temporarily suspended in case of emergency in the sole discretion of WDFW.
10. **Surrender of the premises:** Upon cancellation or termination of this Agreement, Grantee shall immediately vacate and deliver up the premises to WDFW in a condition as good as, or better than, that which presently exists, reasonable wear and tear by the elements excepted. Upon the failure or refusal of Grantee to restore the premises to said condition, WDFW may undertake the restoration, and Grantee hereby agrees to reimburse WDFW, immediately upon demand, for the cost of said restoration. Any property of Grantee that remains upon the premises thirty (30) days after termination or cancellation of this Agreement shall become the property of WDFW without further process, or, at WDFW's option, may be removed by WDFW at Grantee's cost.
11. **Venue:** In the event of a lawsuit involving this Agreement, jurisdiction and venue are proper only in the State of Washington, Thurston County Superior Court.
12. **Severability:** If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision, or part thereof.
13. **Entire agreement:** This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective employees or agents, that is not contained in this document is valid, binding, or enforceable.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

Accepted:

Grant County PUD

7/13/10
Date

Kelly Larimer
By: Kelly Larimer, Lands and Recreation Resources Manager

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

7/20/10
Date
Approved: DVB Date: 7/14/10
Reg. Dir.

Jennifer Quan
Jennifer Quan, Lands Division Manager



Grant County
PUBLIC UTILITY DISTRICT
Excellence in Service and Leadership

March 24, 2010

Bill Schurger
US Bureau of Land Management
Wenatchee Field Office
915 Walla Walla Ave
Wenatchee, WA 98801

Dear Mr. Schurger:

The Grant County Public Utility District (Grant PUD) is planning on performing shoreline stabilization measures at 13 sites (aerial photo enclosed) along the mid-Columbia River. The Grant PUD wishes to give you advance notice that the proposal involves one or more sites located on BLM-owned lands included within the Federal Power Act (parcel numbers 150517000 and 754833).

The proposed project is designed to arrest on-going shoreline erosion from wave and wind action, provide low maintenance and long-term stabilization of the eroding shoreline, prevent looting, and provide long-term protection of archaeological resources. Protection of high priority archaeological resources is a requirement of the Federal Energy Regulatory Commission (FERC) license for the Priest Rapids Hydroelectric Project No. 2114-116.

As a courtesy, the Grant PUD is providing you with a copy of the State Environmental Policy Act (SEPA) Checklist for the proposed project, Joint Aquatic Resource Permit Application (JARPA), and the draft engineering plans for the site(s) that are located on above properties. In compliance with the SEPA, Grant PUD will conduct an environmental review of the project and issue a threshold determination that will be made available for public comment. The dates of the comment period (anticipated in April) will be announced in local newspapers and on the Department of Ecology SEPA Register website (<http://apps.ecy.wa.gov/sepa/>). You are encouraged to submit any comments on the proposal and threshold determination to the Grant PUD during the formal comment period.

If you have any questions about the proposal, please direct inquiries to Grant PUD Project Manager Brandon Little at 509-754-2011, ext. 3165 or contact me at 509-989-9085.

Sincerely,

Igor Shaporda, Land Specialist

Encl.: JARPA/SEPA
Draft plans



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707 S.W. WASHINGTON ST.
SUITE 1000
PORTLAND, OR 97205

FIRST CLASS MAIL

Department of Ecology
Cashiering Section
PO Box 47611
Olympia, WA 98504

