

# **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-2114<sup>1</sup>.

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<sup>2</sup>. 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 Plan<sup>3</sup> 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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<sup>1</sup> 123 FERC ¶ 61,049 (2008)

<sup>2</sup> 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>

<sup>3</sup> 170 FERC ¶ 62,027 (2020)

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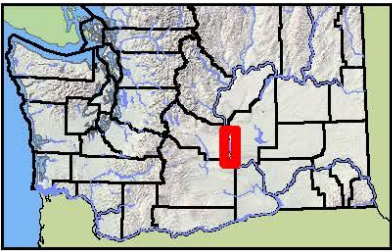
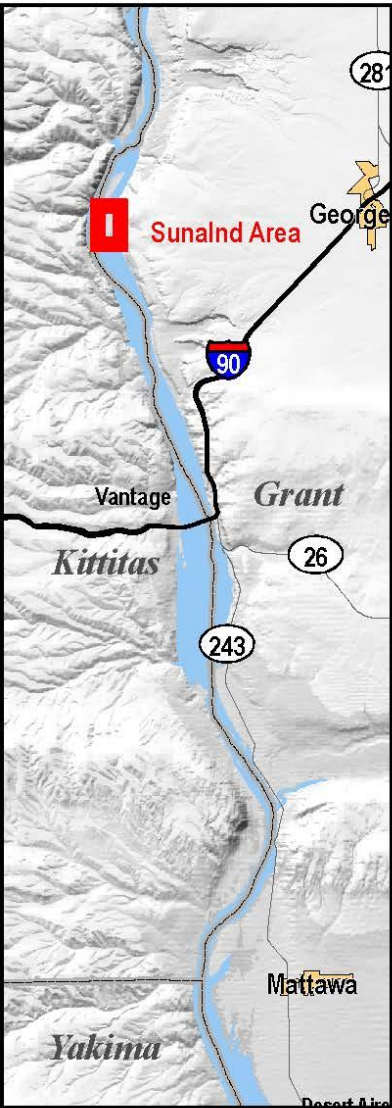
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## **1.0 Introduction and Purpose**

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.



**Sunland Area  
Location Map**

*This map/data was created for informational, planning, reference and guidance purposes only. Grant PUD makes no warranty, expressed or implied related to the accuracy or content of these materials. NR/GIS - 2019*



**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<sup>4</sup>. 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.

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<sup>4</sup> 158 FERC ¶ 61,036, Order Amending Project Boundary, January 19, 2017.

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.





**Sunland Area Access Points**



**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](http://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.

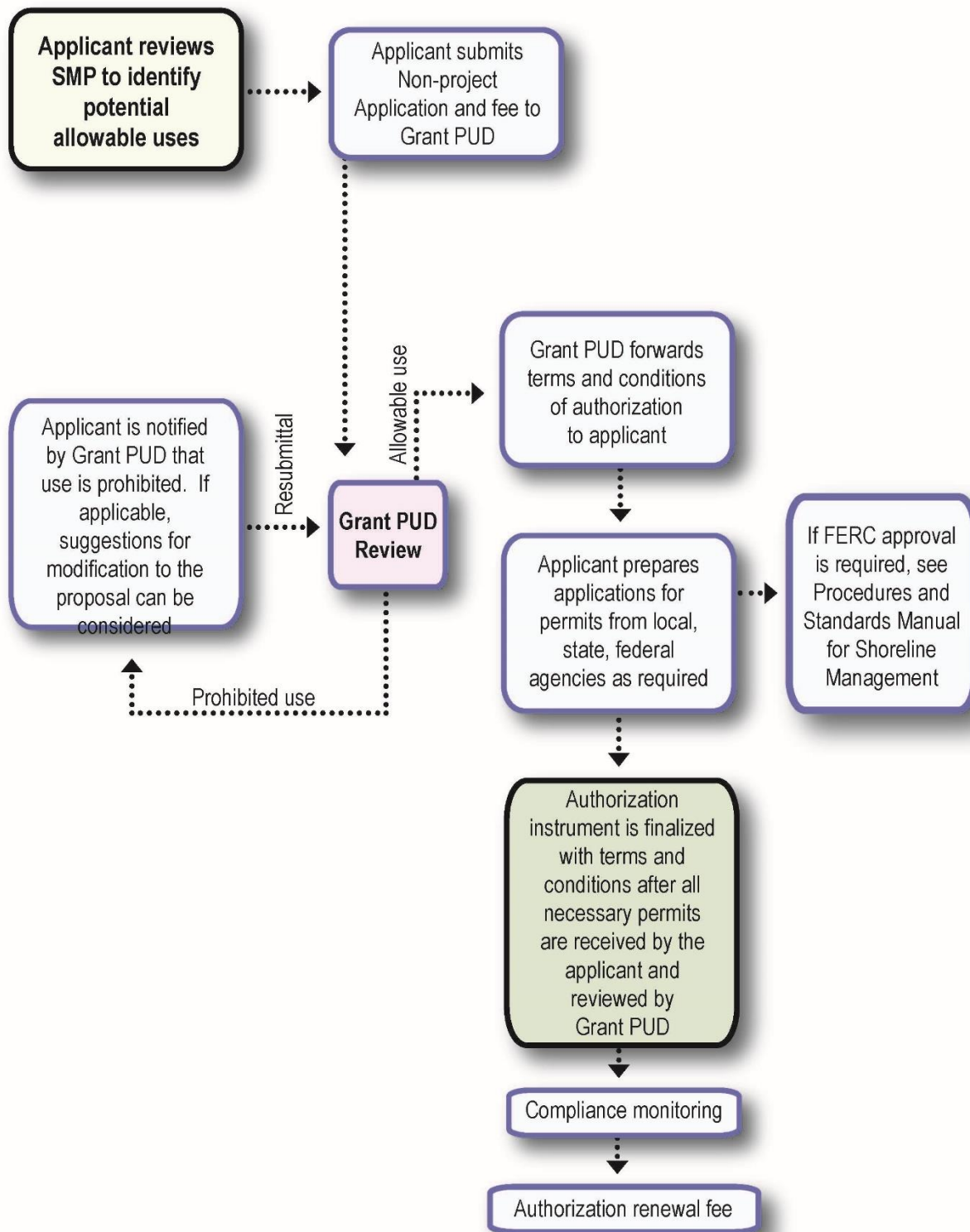
**Table 1 Non-Project uses on Grant PUD fee-owned property by land-use classification**

<b>GCPUD = Requires GCPUD approval</b> <span style="background-color: #cccccc; display: inline-block; width: 15px; height: 10px; vertical-align: middle;"></span> = <b>Prohibited or restricted</b>	<b>Project Facilities</b>	<b>Public Recreation Development</b>	<b>Resources Management</b>
<b>Use/Activity</b>			
Overnight camping	GCPUD	GCPUD	GCPUD
Signs/fencing/access barriers		GCPUD*	
Formalized trails/access roads		GCPUD*	
Utilities	GCPUD	GCPUD*	GCPUD
Recreational structures/facilities		GCPUD*	
Water intake or pumping facilities		GCPUD*	GCPUD
Boat launches/marinas/docks		GCPUD*	
Mooring buoys		GCPUD*	GCPUD
Concessions and special events	GCPUD	GCPUD	GCPUD
Agricultural use			GCPUD
Vegetation control and/or removal		GCPUD*	
Erosion protection/stabilization		GCPUD*	GCPUD
Landscaping or plantings		GCPUD*	

\*Within the context of an approved Public Recreation Development Plan

#### 4.1 Land-Use Authorization Process and Fees

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



**Figure 3 Land Use Authorization Process**

## **4.2 Development Standards**

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

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

Grant PUD's development standards are contained in Section 8 of the Priest Rapids Project Shoreline Management Procedures and Standards Manual ([www.grantpud.org](http://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](http://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<sup>5</sup> 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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<sup>5</sup> 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.<sup>6</sup> 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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<sup>6</sup> 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](http://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**

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RESOLUTION NO. 8709

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

Recitals

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

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

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

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

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

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

ATTEST:

  
Secretary

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President

  
Vice President

  
Commissioner

\_\_\_\_\_  
Commissioner

**Appendix B**  
**Grant PUD Public Use Rules**

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# Public Use Rules

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

**Overnight camping allowed only in authorized areas.**

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

**Disposing of or burning waste of any kind is prohibited.**

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

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

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

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

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

**For Emergency, call 911**

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

DRAFT

PUBLIC UTILITY 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 5<sup>th</sup> 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, 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 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:

Todd C. Thomas  
Todd C. Thomas  
Sunland HOA President

Permit Grantor:

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

By Sheryl Dotson  
Sheryl Dotson  
Property Services Supervisor

State of WASHINGTON )

County of Grant ) ss.

On this 31<sup>st</sup> 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.



Leslie Affeldt  
NOTARY PUBLIC in and for the State of Washington, residing at Quincy  
My commission expires: 2-1-2020

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

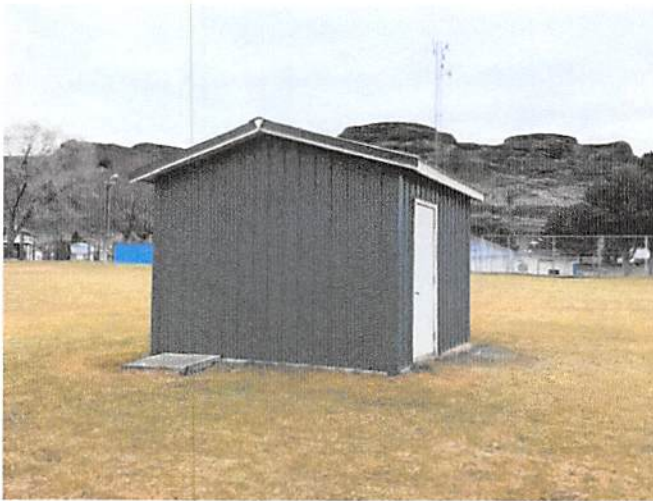
Parcel 15-000-2000



**EXHIBIT "B"**

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).



Looking East



Looking North

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 8<sup>th</sup> 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:

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

  
Sheryl Dotson  
Property Services Supervisor

State of WASHINGTON )  
 ) ss.  
County of Grant

On this 8<sup>th</sup> 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.



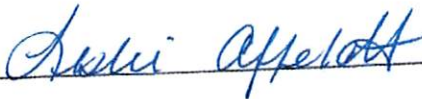
  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Washington, residing at Quincy  
My commission expires: 2-1-2020

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



**Sunland Estates Shoreline Park**  
**Land Use Authorization P-340**

This map/data was created for informational, planning, reference and guidance purposes only. Grant PUD makes no warranty, expressed or implied related to the accuracy or content of these materials. NR GIS-0019



EXHIBIT "B"

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.