



DROUGHT RELIEF GRANT APPLICATION

Ecology Use Only

Application Number					
D2015					
Date					

The information provided in this application will be used to determine general eligibility for funding from the Drought Relief Program, and the priority or ranking of the proposal amongst other competing proposals.

Separate application must be made for any needed emergency drought authorization. Before final approval of grant funding, the applicant must submit copies of all required permits and other authorizations needed for the proposal to Ecology for our review.

1. Applicant Name(Public Body): Stemilt Irrigation District			
Address: 1213 Laverne Place	City: Wenatchee	State: WA	Zip: 98801
(a) Authority (State Law): RCW 87.03			
(b) Date Organized: 1926			

2. Contact Person: Kevin Juchmes / Gordy Goodwin		Title: Water Manager / Director Position #5	
Address: 4883 Joe Miller Road	City: Malaga	State: WA	Zip: 98815
Email: sgtwogood1s@aol.com		Phone #: (509) 421-3987 / (509)-663-3620	

<p>3. PROJECT(S) DESCRIPTION</p> <p>Provide a description of the proposed project(s) and a detailed scope of work. Attach additional sheet(s) if necessary. Attach a map (U.S.G.S. Quad or comparable) showing the geographic location of the proposed project(s).</p> <p>This portion of the Stemilt Irrigation District (District) serves 500 acres from two sources. Source One (S1): Stemilt Creek is diverted to fill an existing high reservoir which delivers water via an intertie with the Source Two (S2) pipe to users (gravity flow). Source Two (S2): Columbia River pumps water directly to same users via the same pipe (pressure flow). Normal water delivery is 3.73 gpm per share (1.5 shares per acre). Stemilt Creek is flowing at 25% of its normal rate for this time of year, which has reduced the share rate to 2 gpm (a 46% reduction).</p> <p>The District, in accordance with their drought response, desires to replace 3,000 linear feet of existing, low capacity, 3"-6" diameter, 1970s era pipe with new 8" HDPE.</p> <ol style="list-style-type: none"> 1: (Complete) Purchase 500 gpm of irrigation water, located at the existing reservoir, to increase gravity service to users. 2: Pump the 500 gpm to the existing reservoir via the Lower Stemilt Irrigation District pumps and pipe. Utilize the intertie to service users (gravity flow). 3: (Now) Replace 3,000 linear feet (3"- 6") of low capacity, 40 year old pipe, below the intertie. This replacement is required to increase pipe capacity to accommodate an additional 500 gpm. <p>See attachments for project schedule, map of geographic location, and cost estimate.</p>
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4. DESCRIPTION OF NEED

Describe what would occur without the benefit of the proposed project(s), including: the nature of the actual hardship, both short-term and long-term impacts, the expected loss of normal water supply by percentage, and the estimated potential financial losses. Explain why these circumstances constitute a water supply emergency resulting from natural-caused drought conditions, rather than a pre-existing condition during a normal water year.

The District supports and protects over \$32 million in crops. A reduction in water supply equates to stress on the existing orchards and a decrease in crop production. If the water supply is continually reduced, mature orchards will experience severe distress and will require unplanned replacement, at a great cost to orchardists.

Currently, the District's normal water supply has decreased by 46%, with forecasts to 75% by the end of the growing season. Acres of world famous fruit orchards, 80% cherry and 20% apple, will be in jeopardy. The District has experienced an immediate loss of cherry trees this year and anticipates significant long-term losses.

2015: 1) Loss of quantity, quality, and value of annual crop; 2) Stress damage to existing trees; 3) Increased vulnerability to pests; 4) Shortage of water for frost protection.

Long-Term: 1) Loss of mature fruit trees; 2) Loss of ability to follow scheduled replacement of existing trees with higher value crops.

The drought is causing hardship on multi-generation farms susceptible to financial loss from reduced production. Increased reliance on banks for loans or payment extensions can result.

5. EXPECTED OUTCOME(S)

Describe how the projects would reduce or avoid harm or hardships and any measures planned to assure the capability and reliability of the proposed project(s) to provide an emergency water supply to the applicant.

The project will provide an additional 500 gpm to users during current drought conditions. The users will see an increase from 2.0 gpm to 2.7 gpm per share, a 35% increase in water delivery. When completed, the pipeline replacement project will allow more water on the ground immediately.

6. WATER SHORTAGE RESPONSE ACTIONS ALREADY TAKEN

Describe the measures taken by the applicant to plan for or mitigate the effects of drought (e.g., conservation, irrigation efficiency measures, leakage, elimination of non-essential uses).

- 1) The District's system is 100% metered (at source and users) and is enforcing strict water use limits for all users. All users are currently limited to 2 gpm per share, a 46% reduction from the normal allotment of 3.73 gpm per share.
- 2) District staff are performing thorough maintenance of the existing pipes, pumps, and reservoirs in order to correct failing, leaking, or inefficient components, and identify system opportunities for conservation and increased efficiency.
- 3) A three (3) phase drought response plan has been prepared to proactively deal with current drought conditions.

7. WATER RIGHTS

- (a) Describe whether you have or will be submitting an application for an emergency drought authorization and or have other pending water right applications

N/A.

- (b) List the applicant's legal water rights to divert or withdraw water for use on land within the applicant's legal boundaries, and attach copies.

The District possesses all legal water rights to divert or withdraw water for land use within their legal boundaries. The District is also a part of a Joint Board of Control that allows the transfer of water usage across jurisdictions. See attached documentation.

8. INTERGOVERNMENTAL COORDINATION

Provide a summary of how the applicant has and/or will consult with affected agencies and/or Indian Tribes prior to and during implementation of the proposed project(s). Include a list of the affected agencies and Indian Tribes and a summary of impacts/approvals if known. (Attach an additional sheet if necessary.)

The District maintains a Franchise Agreement with Chelan County for work in their right-of-way. No other agency permits are required.

9. PROJECT(S) SCHEDULE/DURATION

(a) When do you expect to have all the required permitting, approvals, and funding?

The District has secured funding to meet the DOE's 50% match requirement. Right-of-way approval is required. Approval is expected September 11, 2015.

(b) Approximately how long will the proposed project(s) take to complete?

Construction is estimated to be completed in two (2) weeks, ten (10) working days.

(c) Expected project(s) schedule, including start date, completion date, and significant intermediary steps:

Application Submittal: August 28, 2015

Application Approval: September 11, 2015

Right-of-Way Approval: September 11, 2015

Award of Funds: September 14, 2015

Construction Start: September 15, 2015

Construction End: September 29, 2015

Project Close-Out: September 30, 2015

NOTE: Project schedule assumes the following: two (2) weeks for DOE application review, two (2) weeks for Chelan County right-of-way review, and ten (10) days for construction. All dates are contingent upon funding approval. However, the timeline will be accelerated if funding is approved ahead of schedule.

10. PROJECT COMPONENTS

Check appropriate box or boxes and complete estimated cost for proposed activities under this grant.

- (a) Engineering design and report \$ 0
- (b) Project(s) plans and specifications \$ 0
- (c) Purchase of land, rights-of-way, easements \$ 0
- (d) Construction \$ 80,000.00
- (e) Construction engineering \$ 3,000.00
- (f) Education and outreach \$ 0
- (g) Other N/A \$ 0

11. FUND SOURCES	Estimated total project cost		Estimated eligible project cost	
(a) Total estimated project(s) cost	100 %	\$ 83,000.00	100 %	\$ 83,000.00
(b) Total estimated eligible project(s) cost	100 %	\$ 83,000.00	100 %	\$ 83,000.00
(c) Ecology grant share	50 %	\$ 41,500.00	50 %	\$ 41,500.00
(d) Match fund source(s): (specify)	50 %	\$ 41,500.00	50 %	\$ 41,500.00
(e) Match: District Reserves	%	\$	%	\$
(f)	%	\$	%	\$
(g)	%	\$	%	\$

Applicant may be exempt under WAC 173-167-040(3) from the fund match requirement

12. CERTIFICATION

I certify to the best of my knowledge that the information in this application is true, complete, and correct and that I am legally authorized to sign and submit this information on behalf of the applicant.

Kevin Juchmes
PRINT NAME


SIGNATURE

Water Manager
TITLE

8/28/2015
DATE

13. Send original, including attached sheets, maps, copies of water rights, and other supporting documents, to:

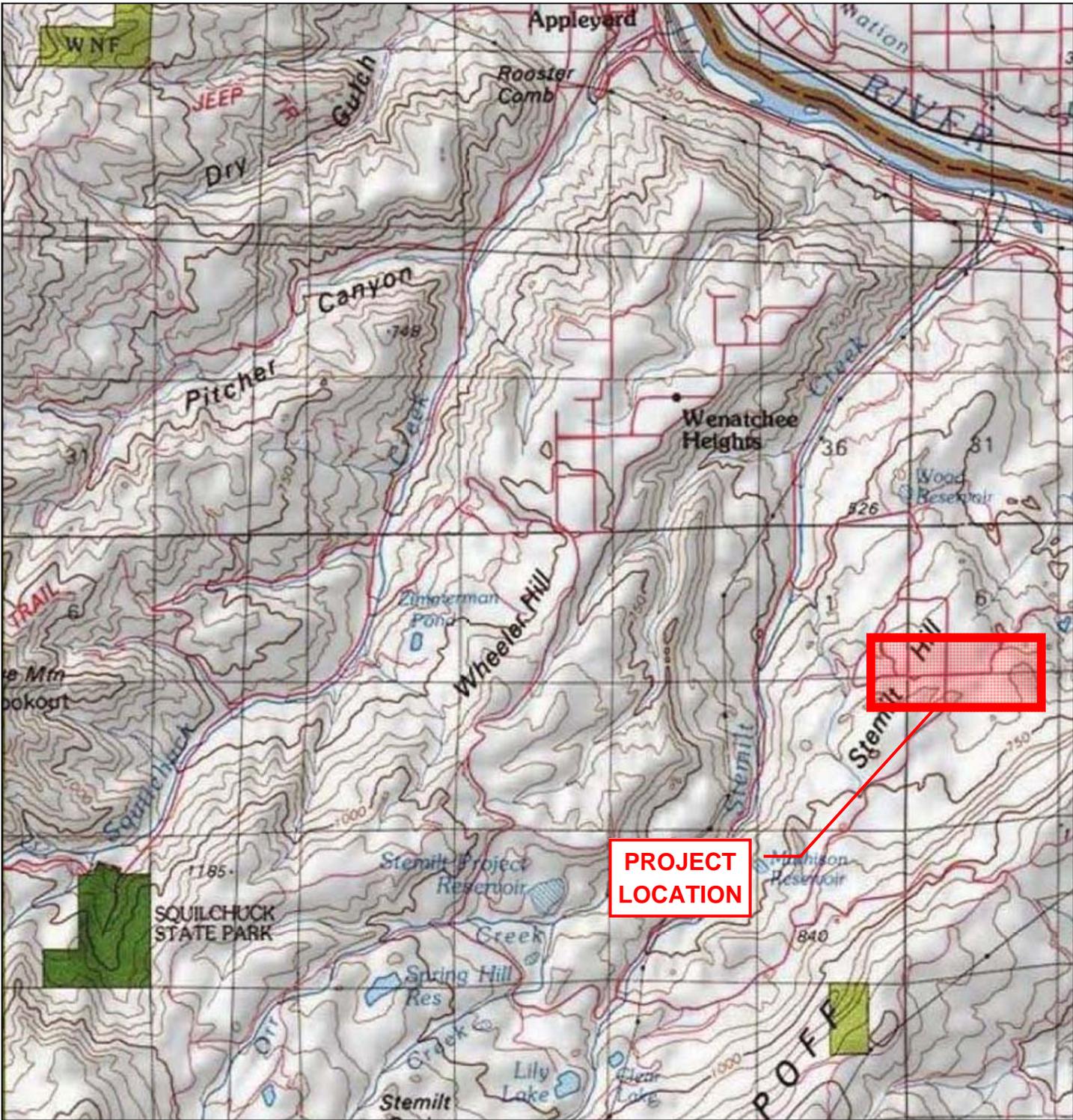
**Department of Ecology
Water Resources Program
PO Box 47600
Olympia, WA 98504-7600
ATTN: Rebecca Inman**



VICINITY MAP

LEGEND

 Pipeline Replacement Project Location

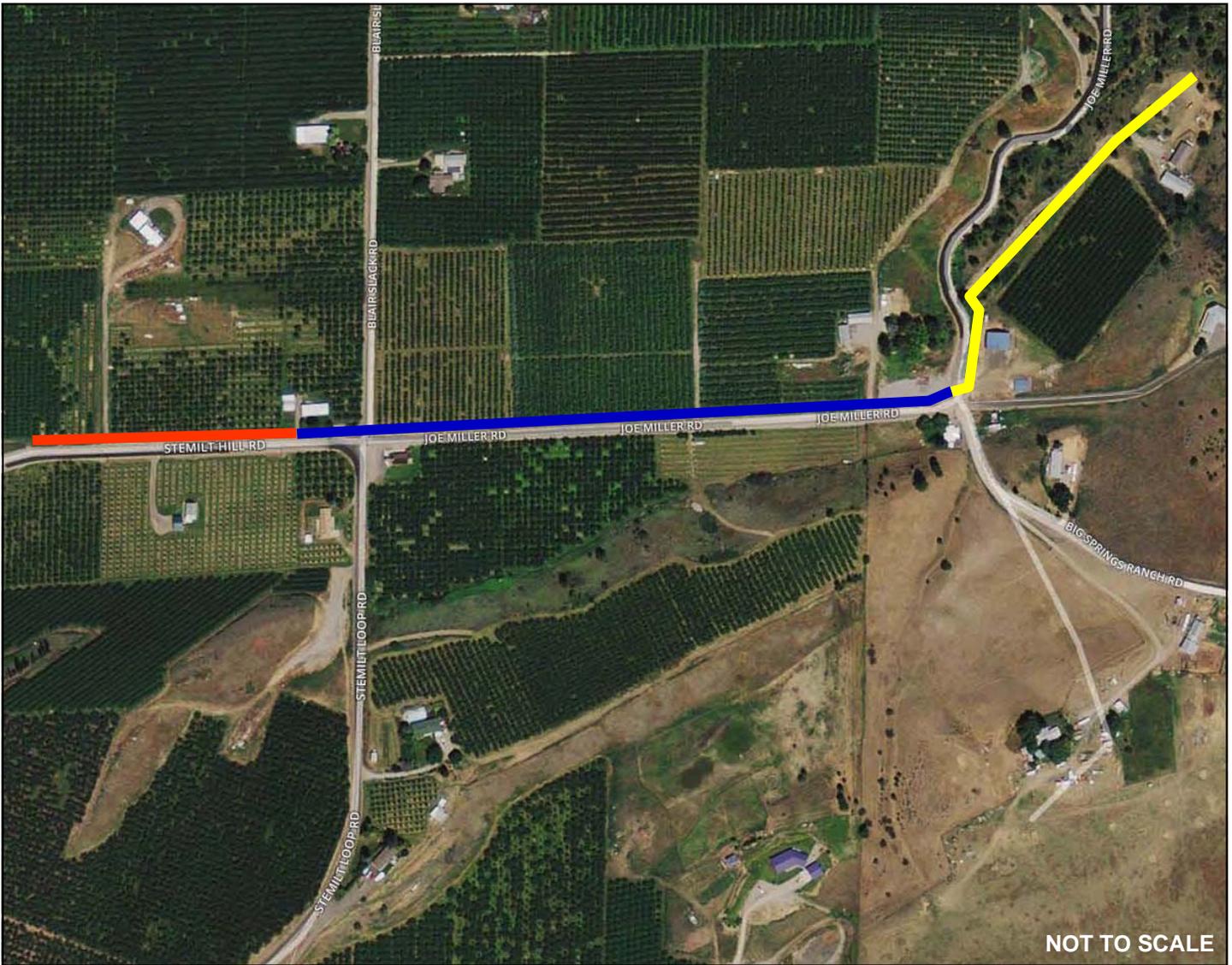


USGS MAP

LEGEND



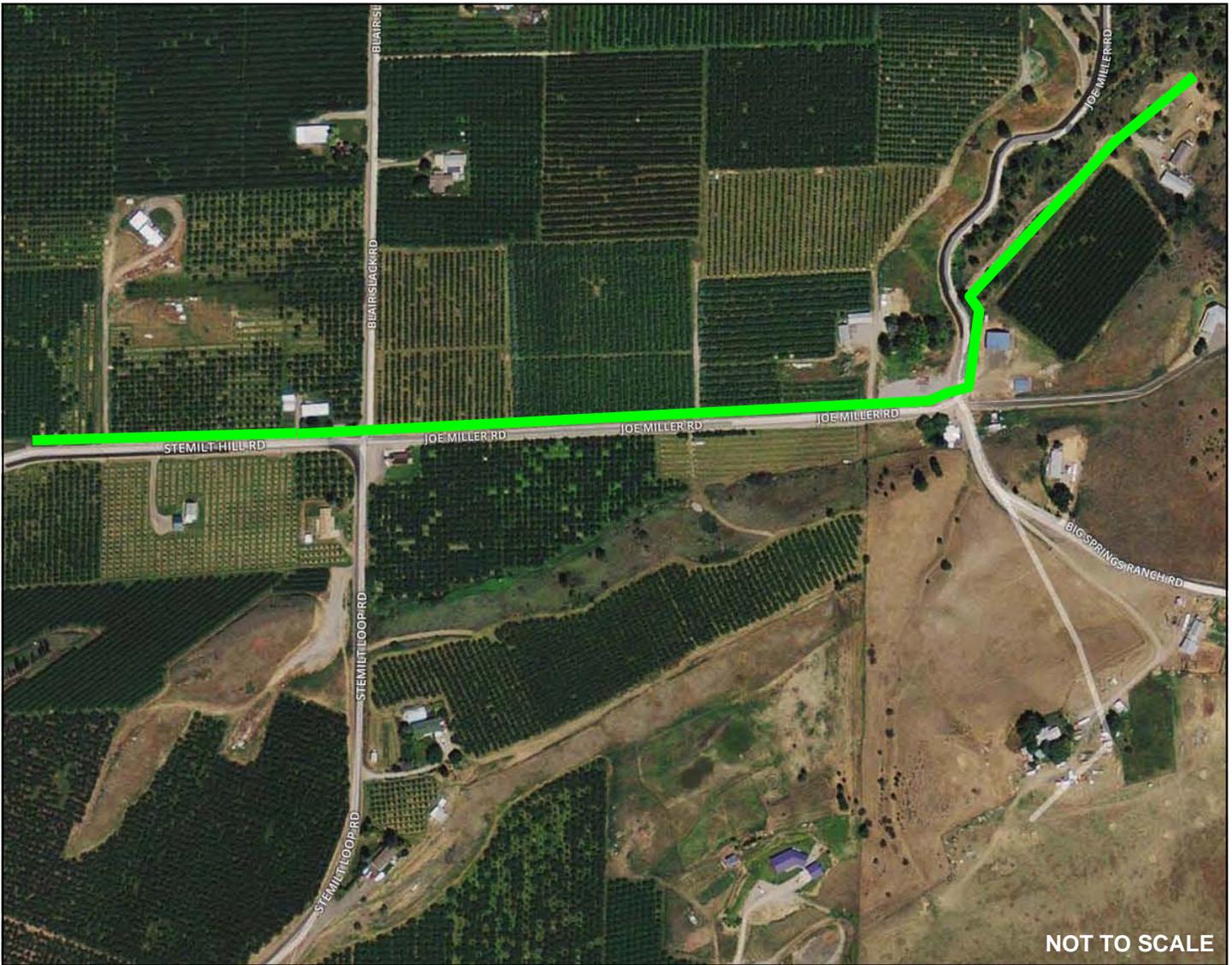
Pipeline Replacement Project Location



EXISTING CONDITIONS

LEGEND

-  Existing 6" diameter PVC pipe (1970s) - 675 LF
-  Existing 4" diameter PVC pipe (1970s) - 1,650 LF
-  Existing 3" diameter PVC pipe (1970s) - 675 LF



PROPOSED IMPROVEMENTS

LEGEND

 New 8" diameter HDPE pipe (2015) - 3,000 LF

CONSTRUCTION COST ESTIMATE

Stemilt Irrigation District - Pipeline Replacement

Description	Cost
MATERIALS	
Connections Parts and Valves	\$ 1,600.00
8" HPDE DR11 Pipe	\$ 35,000.00
Air Vent & Fittings	\$ 4,250.00
Tie In to Existing Valve	\$ 75.00
Miscellaneous	\$ 575.00
<i>Subtotal</i>	<i>\$ 41,500.00</i>
LABOR	
District Personnel	\$ 38,500.00
PROFESSIONAL	
Permitting/Engineering	\$ 3,000.00
TOTAL	\$ 83,000.00



Return Address:

Penny Goehner
Chelan County Public Works
350 Orondo Avenue
Wenatchee, WA 98801

Grantor:	CHELAN COUNTY
Grantees:	Stemilt Irrigation District
Legal Description:	part of Sections 4, 5, 6, 7, Township 21 North, Range 21 East, W.M., and Sections 1, 12 and 13, Township 21 North, Range 20 East, W.M., and Sections 32, 33 and 34, Township 22 North, Range 21 East, W.M.
Assessor's Tax Parcel ID	N/A

RESOLUTION NO. 2004-122

STEMILT IRRIGATION DISTRICT FRANCHISE

A RESOLUTION OF CHELAN COUNTY, WASHINGTON, GRANTING TO THE STEMILT IRRIGATION DISTRICT, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE ROADS AND OTHER PUBLIC RIGHTS OF WAY OF CHELAN COUNTY, FOR CONSTRUCTING, REPAIRING, MAINTAINING, RENEWING AND OPERATING A DOMESTIC AND IRRIGATION WATER DISTRIBUTION SYSTEM, AND ACCESSORIES WITHIN CERTAIN AREAS OF CHELAN COUNTY.

WHEREAS, BE IT RESOLVED BY THE COMMISSIONERS OF CHELAN COUNTY, AS FOLLOWS:

SECTION I Definitions: The following definitions are provided for the sole purpose of proper interpretation and administration of this resolution:

- (1) **Construction or Construct** shall mean constructing, digging, excavating, laying, testing, operating, maintaining, extending, renewing, removing, replacing, and repairing a water distribution system. The functions of meter-reading and water quality sampling, which may occasionally be performed by the Grantee, shall not be deemed construction or maintenance as defined herein, unless said sampling involves the removal or physical disruption of any portion of Grantors improvements and/or facilities or the disruption of traffic. The permit requirements of this franchise shall be triggered only when construction affects traffic flow or impacts the integrity of public property or other franchise rights.



- (2) Consumer shall mean any person, persons, customer, firm, association, municipal corporation, and/or corporation, that uses domestic water, including residential, commercial, and industrial users.
- (3) Distribution System. System. and Lines used either in the singular or plural shall mean and include the water pipes, pipe lines, mains, laterals, conduits, feeders, regulators, meters, fixtures, connections, and all attachments, appurtenances, and appliances necessary and incidental thereto or in any way appertaining to the distribution and use of water, and which are located within Public Properties.
- (4) Maintenance Maintaining or Maintain shall mean constructing, relaying, repairing, replacing, examining, testing, inspecting, removing, digging and excavating, and restoring operations incidental thereto. The functions of meter-reading and water quality sampling, which may occasionally be performed by the Grantee, shall not be deemed construction of maintenance as defined herein, unless said sampling involves the removal or physical disruption of any portion of Grantors improvements and/or facilities or the disruption of traffic. The permit requirements of this franchise shall be triggered only when maintenance affects traffic flow or impacts the integrity of public property of other franchise rights.
- (5) Public Properties shall mean Chelan County's public highway, street, road and alley rights of way within the present and/or any future limits of the Stemilt Irrigation District.
- (6) Director shall mean the Director of the Department of Public Works of Chelan County, or any successor office with responsibility for management of the Public Properties within Chelan County, or his/her designee.

SECTION II Description of Franchise Area:

The District includes the following sections and parts of sections:

Beginning at the East quarter corner of Section 6, Township 21 North, Range 21 East, W.M., thence North to the Northeast corner of said Section 6; thence Easterly to the South quarter corner of Section 32, Township 22, Range 21 East, WM.; thence North to the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 32; thence West to the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 32; thence North to the West quarter corner of said Section 32; thence East to the Southeast corner of the Southwest quarter of the Northwest quarter of said Section 32; thence North to the Northeast corner of said Southwest quarter of the Northwest quarter of said Section 32; thence East to the Southwest corner of Lot 5 of Perry's Fruit Gardens, of Chelan County, Washington; thence North to the Northwest corner of said Lot 5; thence East to the Northeast corner of Lot 6 of Perry's Fruit Gardens, of Chelan County, Washington; thence South to the Southeast corner of said Lot 6; thence East to the Northeast corner of the Southwest quarter of the Northeast quarter of Section 32, Township 32 North, Range 22 East, W.M.; thence South along the East Boundary of the said Southwest quarter of the Northeast quarter of said Section 32 to the Northwest corner of Lot 7 of the Plat of the First Addition to the Malaga Land Company's Orchard



Tracts of Chelan County, Washington; thence along the Westerly, Northerly, and Easterly boundaries of Lot Seven, Eight, Nine, and Ten, of the Plat of the First Addition to the Malaga Land Company's Orchard Tracts of Chelan County, Washington to the North boundary of Lot 1, Block 3 of said Malaga Land Company Orchard Tracts; thence East to the Southwest corner of Lot 9; Block 2 of Malaga Land Company's Orchard Tracts of Chelan County, Washington; thence North along the West boundary of said Lot 9 to where said line intersects the West line of existing county road; thence following the Northerly line of said existing county road in a Northeasterly direction and following said line in the same direction to where said line intersects the West boundary of Lot 3, Block 2, Malaga Land Company's Orchard Tracts, Chelan County, Washington; thence North to the Northwest corner of said Lot 3; thence East to the Northeast corner of Lot 5, Block 2, Malaga Land Company's Orchard Tracts, Chelan County, Washington; thence South to the Northwest corner of the Northeast quarter of the Southeast quarter of Section 33, Township 22 North, Range 21 East, W.M.; thence East to the East quarter corner of Section 34, Township 22 North, Range 21, East, W.M.; thence South to the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 34; thence West to the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 34; thence South to the South quarter corner of said Section 34; thence West to the Southwest corner of said Section 34; thence South to the East quarter corner of Section 4, Township 21 North, Range 21 East, W.M.; thence West to the West quarter corner of said Section 4; thence South to the Southeast corner of Section 5, Township 21 North, Range 21 East, W. M.; thence West to the North Quarter corner of Section 7, Township 21 North, Range 21, East, W.M.; thence South to the Southwest corner of the Northwest quarter of the Northeast quarter of Section 7, Township 21 North, Range 21 East, W.M.; thence East to the Southwest quarter corner of the Southeast quarter of said Northwest quarter of the Northeast quarter of said Section 7; thence North to the Northwest corner of said Southeast quarter; thence East to the Northeast corner of said Southeast quarter; thence South to the Southeast corner of the North half of the North half of the Southwest quarter of the Northeast quarter of said Section 7; thence West to the Southwest corner of said North half of the North half of the Southwest quarter of the Northeast quarter of Section 7; thence South to the South quarter corner of said Section 7; thence West to the Southwest corner of said Section 7; thence South to the Southeast corner of the North half of the Northeast quarter of the Northeast quarter of Section 13, Township 21 North, Range 20 East, W.M.; thence West to the Southwest corner of said North half, of the Northeast quarter of the Northeast quarter of Section 13; thence North to the Northwest corner of said North half of the Northeast quarter of the Northeast quarter of said Section 13; thence West to the Southwest corner of the Southeast quarter of the Southwest quarter of Section 12, Township 21 North, Range 20 East, W.M.; thence North to the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 12; thence East to the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 12; thence North to the Northwest corner of the South half of the Southeast quarter of the Northeast quarter of said Section 12; thence East to the Northeast corner of said South half of the Southeast quarter of the Northwest quarter of said Section 12; thence North 1,780' along the East line of said Section 12; thence West 132 feet; thence North 200 feet to the North line of said Section 12; thence West to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 12, Township 21 North, Range 20 East; thence



South to the Southeast corner of said Northwest quarter; of the Northwest quarter; thence West to the Southwest corner of the Northeast quarter of the Northwest quarter of said Section 12; thence North to the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 12; thence East to the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 12; thence North 250 feet to a point on the East line of the Southwest quarter of the Southeast quarter of Section 1, Township 21 North, Range 20 East, W.M.; thence West parallel to the South line of said Section 1 to a point 270 feet from the West line of said Southwest quarter of the Southeast quarter of said Section 1; thence North parallel to the West line of said Southwest quarter of the Southeast quarter of said Section one to the North line of said Southwest quarter of the Southeast quarter of said Section 1; thence West to the Southwest corner of the Northwest quarter of the Southeast quarter of said Section 1; thence North to the North quarter corner of said Section 1; thence East to the North quarter corner of Section 6, Township 21 North, Range 21 East, W.M.; thence South to the Northwest corner of the Southeast quarter of said Section 6; thence East to the East quarter corner of said Section, which is the **TRUE POINT OF BEGINNING**.

The Stemilt Irrigation District includes all the land within the above described boundaries, except a parcel of land described as follows:

The North half of Government Lots 2 and 3 in Section 4, Township 21 North, Range 21 East, W.M., Chelan County, Washington.

SECTION III Grant of Franchise:

- (A) Chelan County, Washington, a municipal corporation under the Code of the State of Washington, ("County" or "Grantor"), hereby grants and gives unto the Stemilt Irrigation District, a Washington municipal corporation, ("Districts" or "Grantee"), and its successors and assigns, the right, privilege, authority and franchise to construct, or otherwise acquire, and to own, maintain, equip and operate water distribution lines and mains, and all necessary or desirable appurtenances thereto, for the purchase, transmission, and distribution of domestic and irrigation water, including the right to construct, lay, maintain, extend, renew, remove, replace, repair, use, and operate a water distribution system in, under, upon, over, across, and along the present and future Public Properties, within the present and/or any future limits of the franchise area granted by the County, for the purpose of transporting, distributing, selling, and supplying domestic water, for any and all domestic, commercial, and industrial purposes in the franchise area and to its inhabitants, and persons, firms, associations and corporations therein.
- (B) The County, acting through its Director, reserves the right, as the interest of the public may require, to require the installation or construction of new facilities proposed by the District to be constructed outside the paved area of the county road; provided, distribution to all affected parcels of property is substantially comparable. The Director shall give particular preference to the alternate installation location in cases in which the existing improvements to the public right-of-way would be affected by the proposed installation and in which the improvements were completed by the County less than 36 months prior to the District's request, or where the structural integrity of the surface of the roadway, or



inconvenience to the public caused by the proposed installation cannot be mitigated through alternative means. If Public Properties other than county roads within the limit of the District's franchise area form a part of the route of a state highway, the Grantee shall determine the requirements of the State of Washington, and take them into account with respect to the use thereof by the Grantee.

- (C) All water distribution and transmission lines and facilities constructed, operated, maintained across county streets, roads or public places covered by this franchise shall be constructed, operated and maintained in compliance with all applicable laws, codes and regulations of the State governmental agency having jurisdiction thereover.

SECTION IV Term: The rights, privileges, and franchise hereby granted to, and conferred upon the Grantee, unless this franchise becomes terminated as herein provided, extends for a term of Thirty (30) years from the effective date hereof as established by signature of the Board of County Commissioners of Chelan County.

SECTION V Reservation of Police Power: Chelan County, in the granting of this franchise does not waive any rights which it now holds or may hereafter acquire and this franchise shall not be construed so as to deprive Chelan County any powers, rights, or privileges which it now has or may hereafter acquire, including the right of eminent domain, to regulate the use and control of the county roads covered by this franchise, or to go upon any and all county roads and highways for the purpose of constructing and improving the same in such manner as Chelan County, or its representatives may elect. All the rights herein granted shall be subject to and governed by this Resolution; provided, however, that the Board of County Commissioners expressly reserves unto itself all its police power to adopt resolutions necessary to protect the health, safety and welfare of the general public in relation to the rights hereby granted not inconsistent herewith.

SECTION VI Construction on Public Properties:

- (A) **Permits Required:** Except in the case of an emergency pursuant to Section XIV herein, prior to commencing construction or maintenance work on Public Properties, Grantee shall first file with the County detailed plans, specifications and profiles of the intended work as may be prescribed by the Board of County Commissioners and Director, and shall receive an appropriate permit or permits from the County prior to commencing such work. Grantee shall comply with all terms, conditions, standards and insurance coverages as may be required under the terms of the permit. Grantor shall determine each request for a permit within 30-days of a complete and proper application, including the submittal of complete, accurate and adequate plans, specifications and schedules for the proposed construction and/or maintenance.
- (B) **Entry upon Public Properties:** After obtaining the necessary permit from the Director in the manner prescribed herein, the Grantee may enter upon, dig, and excavate in the present and future Public Properties of the County as hereinabove specified, as now laid out or which may hereafter be established or acquired, but only for the purposes consistent with the grant of this franchise. The work will be done in accordance with the



terms of the permits and resolutions of the County regulating the opening and breaking of public properties and rights of way of the County.

- (C) Location of Improvements: In all cases where practicable, the mains and pipes of the Grantee shall be laid to make the water supply of the Grantee available to the consumers of the districts, with any deviation therefore to be with the consent of the Board of County Commissioners. The location of all mains, laterals, and appurtenances, and their depth below the surface of the ground or grade of any Public Properties, shall be determined and fixed by the Director, so long as the location or depth is not inconsistent with applicable regulations of federal or state agencies having jurisdiction over the Grantee.
- (D) Preference in Installations: The County shall have prior and superior right to the use of its roads, streets and alleys and Public Properties for installation and maintenance of its utilities and other governmental purposes, and should a conflict arise with the Grantee's lines, the Grantee shall, at its own expense and cost, conform to the utilities and other government purposes of the County in the event that a reasonably feasible alternative is available. The owners of all utilities, public or private, installed in such Public Properties prior to the installation of the lines and facilities of the Grantee, shall have preference as to the positioning and location of such utilities so installed with respect to the Grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such Public Properties. Grantee shall pay all actual reasonable costs of and expense necessarily incurred by Grantor in the examination, inspection and approval of all plans and specifications for, and all details of construction of, all facilities involved herein as necessary to insure conformity with the integrity of the county roads, traffic flow and other franchisees within the county public property.
- (E) Relocation of Facilities: If the County should pave or otherwise improve Public Properties, including drainage facilities, relocate the same or change the grade thereof, or provide for the relocation of any such street, and such work should require the relocation or moving of any portion of the distribution system of the Grantee, including relocating or readjusting the elevation of its lines and facilities to conform to such new grades as may be established, such work shall be done expeditiously by the Grantee and its successors and assigns at its own cost and expense. All work to be performed by the Grantee under this Section shall be performed as may be required by the terms of this franchise. Grantor shall provide Grantee thirty (30) days notice of such work except that notice will not be required of Grantor under emergency conditions as determined by the Director.
- (F) Construction Standards: All pipelines and appurtenant facilities shall be laid and installed in conformity with the maps and specifications filed with the County, except in instances in which deviation may be allowed thereafter in writing by the Director pursuant to application by the Grantee. All plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction and installation, backfill, erection of temporary structures, erection of permanent structures, and the traffic control mitigation measures as provided by the Manual on Uniform Traffic



Control Devices, or similar standards as may be applicable from time to time. No such construction shall be commenced without the Grantee first securing a permit in writing from the Director. All such work shall be subject to the approval of and shall pass the inspection of the County by and through its Director or other designated official. All such construction shall meet the standards set forth in the Utility Location Guidelines promulgated by the State of Washington, Department of Transportation for protection of utility objects in traffic hazard areas to the extent the Guidelines are applicable.

- (G) Supervision of Installations: Notwithstanding any provision herein to the contrary, any excavations and installations by the Grantee in any of the Public Properties within the corporate limits of the County shall be done in accordance with such reasonable rules, regulations, resolutions, and resolutions of general application now enacted or to be enacted by the Board of County Commissioners, relating to excavations in Public Properties of the County, and under the direction and supervision of the Director. Said direction and supervision shall be for the purposes of fulfilling the County's public trustee role in administering the primary use and purpose of public properties, and not for relieving the District of any duty, obligation or responsibility for the competent design, construction, maintenance and operation of its facilities. All of the County's actual reasonable administrative expenses directly related to its administration of public properties under this franchise shall be paid by the Grantee to the County upon invoice.
- (H) Repair of County Facilities: The Grantee shall leave all streets, avenues, roads, alleys, lanes, public places and ways, after laying and installing mains and doing construction work, making repairs to equipment, etc., in as good and safe condition in all respects as is practicable, as they were before the commencement of such work by the Grantee, its agents, or contractors. In case of any damage to said streets, avenues, roads, alleys, lanes, public places and ways, to the pavement, turnouts, gutters, ditches, walks, drain pipes, rails, bridges, trestles, wharves or landings, and other improvements by the Grantee, the Grantee shall immediately repair all damage at its sole cost and expense. The Director may at any time, after giving prior reasonable written notice to Grantee, do, order and have done any and all work considered necessary to restore to a safe condition any such streets, avenues, roads, alleys, lanes, public places and ways, or pavement, turnouts, gutters, ditches, walks, drain pipes, rails, bridges, trestles, wharves or landings left by the Grantee or its agents in a condition dangerous to life or property, and the Grantee, upon demand, shall pay to Chelan County all costs of such construction or repair and of doing such work. In the event of any excavation through a paved public property, Grantee shall restore the paved area to a standard and condition acceptable to the Director as specified in the permit to be issued for the work. Patching methods approved by the Director to repair the excavation and the surface of the paving to as near the standard of the original pavement as is possible may include the use of a thermal in-place asphalt patch or approved equal and/or the full overlay of the paved area for asphalt paved streets, and the replacement of the affected portion of the panel to the nearest existing expansion joints for concrete paved streets.
- (I) Bond: Before undertaking any of the work or improvements authorized by this franchise and in all instances naming the County on the bond as an additional insured party, the



Grantee shall on request by the County, furnish a bond executed by the Grantee and a corporate surety authorized to do a surety business in the State of Washington, in a sum to be set and approved by the Director or other properly authorized County official as sufficient to insure performance of the Grantee's obligations under this franchise, conditioned that the Grantee shall keep and observe all of the covenants, terms and conditions and faithfully perform all of the Grantee's obligations under this franchise; shall correct or replace forthwith, on receipt of notice thereof, any defective work or materials used in the replacement of the county streets or property discovered within a two-year period of the date of the replacement and acceptance of such repaired streets by the County; and shall restore the streets or property within the period of time specified by the Director in the permit issued for such work. Grantee shall require in all contracts it enters for either goods or services or both, warranties of future performance, fitness and merchantability.

- (J) Record of Installations: The Grantee shall at all times keep full and complete plans, plat or plats, specifications, profiles and records showing the exact location, and size of all water mains and lines heretofore laid in the County, and showing the location of all valves, hydrants, blocking, and other service construction; and such plans, plat or plats, profiles, specifications, and records shall be kept current annually by the Grantee to show thereon the exact location of all additional mains and lines hereinafter installed by the Grantee. These records shall be subject to inspection at all reasonable times by the proper officials and agents of the County, and a copy of these plans, plat or plats, profiles, specifications, and records, shall be furnished to the County upon request.

SECTION VII Excavation in Re-Paved Streets: Prior to re-pavement or new construction of Grantor's street, roads and alleys, the Grantee shall extend the Grantee's water distribution facilities through the area of pavement construction or re-paving provided, that if the anticipated revenues to be derived from such extension shall not afford a fair and reasonable return on the cost of providing and rendering service, then the Grantee shall not be required to make such extension.

SECTION VIII Hold Harmless; Insurance:

- (A) Indemnification: The Grantee agrees to hold harmless, indemnify and defend the Grantor, its officers, agents and employees from and against all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Grantee, or damage to property, arising out of any wilfull misconduct or negligent act, error or omission of the Grantee, its officers, agents, subconsultants, or employees in connection with the services required by this resolution, provided, however, that:

The Grantee's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole wilfull misconduct or sole negligence of the Grantor (or county), its agent, officers or employees; and the Grantee's obligations to indemnify, defend and hold harmless for injury, sickness, death or damage caused by or resulting from the concurrent negligence or wilfull conduct of the county and the Grantee, or of



the Grantee and a third party other than an officer, agent or employee of the Grantee shall apply only to the extent of the negligence of wilfull misconduct of the Grantee; and

With respect to the performance of the services required by this agreement and as to claims against the county, its officers, agents and employees, the Grantee expressly waives its immunity under Title 51 of the Revised Code of Washington, the industrial Insurance Act, for injures to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of Grantee and includes any judgement award of cost thereof, including attorney's fees.

This waiver is mutually negotiated by and between the Grantee and the County.

- (B) Insurance: The Grantee shall secure and maintain in force public liability and comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence for personal injury and property damage. The grantee shall secure and maintain in force for three years after the termination of this agreement, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and a \$1,000,000 aggregate for personal injury, \$1,000,000 per occurrence/aggregate for property damage. Said comprehensive general liability policy shall name the county as an additional insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days written notice to the county. Certificates of coverages required herein shall be delivered to the county within fifteen (15) days of execution of this agreement.

SECTION IX Vacation of Right-of-Way: If at any time the County shall vacate any street or right of way or other County property which is then used for utility purposes pursuant to the rights granted by this franchise, the Grantor will, at the written request of the Grantee, in its vacation procedure, reserve an easement for any existing franchise holder.

SECTION X Reference Monuments and Markers: Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads or other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the District's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the Director. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the Director. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments, shall be borne by the Grantee.

SECTION XI Non-exclusive Franchise: This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the County from granting other franchises, easements or licenses of a like nature or franchises, easements or licenses for other public or private utilities under, along, across, over and upon any of the County streets, alleys, or public thoroughfares or



properties subject to this franchise, and shall in no way prevent or prohibit the County from constructing, altering, maintaining or using any of said streets, alleys, draining facilities, irrigation structures or facilities or public places, or affect its jurisdiction over them or any part of them, with full power to make all necessary changes, relocations, repairs, and maintenance as the County may deem fit from time to time.

SECTION XII Binding Effect; Assignment:

- (A) **Binding Effect:** All of the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Grantee, and all privileges as well as all obligations and liabilities of the Grantee shall inure to its successors and assigns equally as if they were specifically mentioned in this franchise wherever the Grantee is so mentioned.
- (B) **Assignment:** The Grantee, and its successors and assigns, may not assign this franchise without the prior written consent of the Board of County Commissioners approving the terms of the assignment. If such consent is given and the franchise is assigned, a copy of the assignment shall be filed with the Chelan County Auditor. Such consent to assign shall not be unreasonably withheld by the County.

SECTION XIII Abandonment of Facilities: In the event Grantee decides to discontinue using and abandons any of its facilities, or the County reasonably determines that Grantee has discontinued using and abandoned any of its facilities, Grantee shall, at its sole cost and as directed by the County render them completely safe. Abandoning facilities in place shall not relieve the Grantee of the obligation and/or costs to remove or alter such facilities in the event the County determines and requests Grantee, in writing, to remove or alter such facilities as is necessary for the installation, operation or maintenance of any County owned utility or for the health and safety of the public, in which case the Grantee shall preform such work in a timely manner at no cost to the County. In the event Grantee does not preform such work within a reasonable time following written notice from the County, the County may do, order, have done, any and all work on such abandoned facilities, and the Grantee, upon demand, shall pay to the County all costs of such work. Grantee shall be responsible for any environmental review required for the abandonment of any facility and payment of any costs of such environmental review.

SECTION XIV Emergency Response Plan: Grantee shall prepare and file with the County an emergency management plan for responding to any spill, breaks or other emergency condition. The plan shall designate responsible officials and emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with the County and make every effort to respond as fast as practical with action to minimize damage and to protect the health and safety of the public.

SECTION XV Dispute Resolution; Remedies and Forfeiture: In the event of the occurrence of any dispute between the County and Grantee arising by reason of this Resolution, or any obligation of either party under this Resolution, that dispute shall be resolved under the terms of this Section which shall be the sole remedy for resolution of any such dispute.



- (A) Initial Recourse: Upon request of either party, such dispute shall be first referred to the County Public Works Director and the Grantee's General Manager to have oversight over the administration of this Resolution. Such officers shall meet within Thirty (30) days and make a good faith attempt to mediate a resolution of the dispute.
- (B) Determination by the Board of County Commissioners and the District's Board of Directors: In the event that the parties are unable to mediate a resolution of the dispute under the procedure set forth above within thirty (30) days, then the dispute shall be referred to the Chelan County Board of Commissioners and the Grantee's Board of Directors for resolution of the dispute.
- (C) Dispute Resolution Board: If the dispute has not been resolved pursuant to subparagraphs (A) or (B), then the matter shall, at the request of either party, be referred to a three-member dispute resolution board; one member shall be chosen by each party and the two thus chosen shall select a by mutual agreement a third member. Said board shall decide by majority vote the outcome of any dispute. If either party remains dissatisfied upon conclusion of the dispute resolution board's proceedings, either party is free to pursue any other remedies at law or inequity to which it is entitled.
- (D) Other Remedies: In addition to other remedies provided herein, the Grantor reserves and has the right to pursue any remedy to compel or enforce the Grantee to comply with the terms hereof, and to furnish the service herein called for. The pursuit of any right or remedy by the County shall not prevent the County from thereafter declaring a forfeiture for any reason herein stated after giving the notice required under Subsection (E) below, nor shall the delay of the County in declaring a forfeiture preclude it from thereafter doing so, unless the action of the County shall have prevented, caused, or contributed materially to the failure to perform or do the act or thing complained of. Grantee retains all rights and remedies that otherwise exist at law.
- (E) Forfeiture: In addition to other remedies provided herein, in case of failure on the part of the Grantee, to comply with any of the provisions of this Resolution, or if the Grantee does or causes to be done any act or thing prohibited by, or in violation of the terms of this franchise Resolution, the Grantor shall give fifteen (15) days' written notice of such violation and of its intention to revoke the franchise if such violation is not corrected within such fifteen (15) day period, or such longer period of time as may be provided by the Grantor. Upon expiration of such period and failure of the Grantee to eliminate such violation, the Grantee shall forfeit all rights and privileges granted by this Resolution, and all of its rights thereunder shall cease and terminate. In the event the rights and privileges hereby granted are not diligently exercised in the public interest, and/or in the event the Grantee shall fail for a period of one (1) month to operate its water distribution system, except in case of strikes, lockouts or the destruction of the same by fire or the elements, or for any reasons beyond the control of the Grantee, this franchise shall terminate and all of the rights and privileges granted hereunder shall cease and terminate, without any further action being necessary on the part of the County; Provided, that the Grantee shall have the right temporarily to discontinue distribution of water though the distribution



system or any part thereof for the purpose of making repairs or extensions, and shall not be liable to a forfeiture therefor if such repairs and extensions are made with reasonable diligence. When the Grantee may reasonably do so, it shall give notice of the discontinuance of service either in writing, properly addressed to the consumer, or by notice in the official newspaper of the County or by telephone or other communication approved by the Director.

SECTION XVI Acceptance by Grantee: After the passage and legal publication of this Resolution as provided by law relating to granting of franchises, and if accepted thereafter within thirty (30) days by the Grantee, the Grantee shall indicate such acceptance by its filing with the Chelan County Auditor an Unconditional Written Acceptance thereof, to be executed according to law. The failure of the Grantee to so accept this Resolution within that period of time shall be deemed a rejection thereof by the Grantee, and all rights and privileges herein granted shall, after the expiration of the thirty (30) day period, if not so accepted, absolutely cease and determine unless the period of time shall be extended by the County by proper resolution duly passed for that purpose.

SECTION XVII Severability: If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION XVIII Entire Franchise: This Franchise contains all terms and conditions permitting and authorizing the Grantee's use and occupancy of County road rights of way for domestic and irrigation water service, except as may be modified by subsequent Board of County Commissioner Resolution.

SECTION XIX Effective Date: This Resolution shall be in full force and effect from and after its passage, approval, and legal publication as provided by law, and provided it has been duly accepted by Grantee as hereinabove provided and recorded in the office of the Chelan County Auditor. All costs of publication in connection with this Resolution shall be paid by Grantee.



Approved this 26 day of October, 2004.

Approved as to Form:

Board of County Commissioners

Susan Hinkle

Susan Hinkle, Deputy Prosecuting Attorney

Keith W. Goehner

KEITH GOEHNER, Chairman

Date: 11/04/04

Buell Hawkins

BUELL HAWKINS, Commissioner

ATTEST:

Janet K. Mann

Clerk of the Board



Ron Walter

RON WALTER, Commissioner

Date 10/26/04

UNCONDITIONAL ACCEPTANCE

The undersigned, Stemilt Irrigation District, hereby accepts all the rights and privileges of the above granted franchise subject to all the terms, conditions, and obligations contained therein.

Dated this _____ day of _____, 2004.

Stemilt Irrigation District

Michael L. Mrachek

Michael L. Mrachek, Chairman

Attest:

Secretary

Date executed

Certificate of Water Right #326

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Chelan County, made and entered on the 22nd day of January, 1926, and recorded in Volume 12 of the Superior Court Journal of said County at page 256, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Stemilt Creek a tributary of the Columbia River

LAKE IRRIGATION COMPANY

is entitled to use, subject to the laws of the State of Washington, the waters of said Stemilt Creek for the purpose of irrigation during the period from April 1st to October 1st each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 15.0 second feet for the irrigation of 2000 acres of the lands hereinafter described.

That the date of priority of said water right is 1888; that the decree aforesaid establishes said right in Class Six, which said class includes a total maximum of 15.0 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 23.25 second feet.

That the point of diversion of said water right is as follows:
NE 1/4 NW 1/4 Sec. 1, Twp. 21 N. Rge 20 E. W. M.

Cart 118 Change in P.O.D. (PARTIAL)
CERT 407 IN POU
→ Stemilt I.D.

and cannot be changed except as provided in Section 117, Chapter 117, Session Laws of 1917. That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Chelan County, Washington, to wit: the lands included in said Lake Irrigation Company as described in said decree.

Rights in this class are superior to right of C. B. Knouf in Class 3 of said decree.

Rights in this class, prior to July 1st in each year, are superior to rights in Class 5 of said decree in compliance with a decree in the case of Miller v. Lake Irrigation Co. #4, Records of Chelan County.

STATE OF WASHINGTON, COUNTY OF CHELAN

CERTIFICATE OF SURFACE WATER RIGHT

In accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendment thereto, and the rules and regulations of the Department of Ecology:

THIS IS TO CERTIFY That STEMILT IRRIGATION DISTRICT

of Wenatchee, Washington, has made proof to the satisfaction of the Department of Ecology of a right to the use of the public surface waters of the State of Washington from Unnamed springs (Upper Groff Springs) a tributary of Stemilt Creek, with point of diversion within SENEK

738366

Sec. 23, Twp. 24 N., R. 20 E., W.M. for the purpose(s) of community domestic supply and industrial use under and specifically subject to provisions contained in APPROPRIATIVE Permit No. S3-00050P issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the Department of Ecology and entered of record in Volume 7, at Page 1; that the priority of the right hereby confirmed dates from September 28, 1971; that the quantity of water under the right hereby confirmed, for the aforesaid purposes is limited to an amount actually beneficially used and shall not exceed

0.0278 cubic feet per second; 8.84 acre-feet per year (0.0167 cubic feet per second, 8.42 acre-feet per year, for community domestic supply, during the months of October 1, each year, to April 1 of the following year; and 0.0111 cubic feet per second, 0.42 acre-feet per year, for industrial use, from October 1 to November 30 of each year.)
A description of the lands to which such surface water right is appurtenant is as follows:

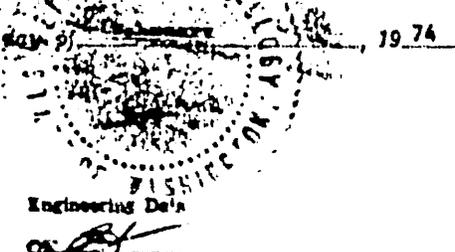
Lands served by Stemilt Irrigation District within: Secs. 1 and 12, T. 21 N., R. 20 E.W.M. and S $\frac{1}{4}$ of Sec. 36, T. 22 N., R. 20 E.W.M., and Secs. 6 and 7, T. 21 N., R. 21 E.W.M.

*Mail to Stemilt Irrig Dist
96 Howard Curtis, Sec.
P.O. Box X340A
Wenatchee*

200 Av
FILED FOR RECORD
State Dept Ecology
1974 MAR 5 PM 2 46
Cent WTR
BOOK 719 PAGE 1413
CHELAN COUNTY AUDITOR
WENATCHEE, WASH. *J*

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380 and 90.03.390. This certificate of surface water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Olympia, Washington, this 8th



JOHN A. BIGGS, Director
Department of Ecology

by *Jerry Bullen*
JERRY BULLEN BOOK 719 PAGE 1413
Assistant Director

Certificate of Water Right # 349-350

Clear Lake - Class 1 of storage rights

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Chelan County, made and entered on the 22nd day of January, 1926, and recorded in Volume 12 of the Superior Court Journal of said County at page 256, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Stemilt Creek a tributary of the Columbia River LAKE IRRIGATION COMPANY

store in Clear Lake reservoir is entitled to, subject to the laws of the State of Washington, the waters of said Stemilt Creek for the purpose of irrigation during the period from April 1st to October 1st each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 100 acre feet per season. Maximum diversion during irrigation season 10 cubic feet per second.

That the date of priority of said water right is 1892; that the decree aforesaid establishes said right in Class 1 of the reservoir schedule, which said class includes a total maximum of 460 acre feet; that the possible maximum amount of water which is comprehended in rights prior to this right is as shown by said decree.

That the point of diversion of said water right is as follows:

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917. That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Chelan County, Washington, to wit: Sections 22 and 25, Township 21 N., Range 20 E. W. M.

This class is equal in priority to Class 7 of the main schedule of said decree which includes a total of 1.25 cubic feet per second.

Stemilt Project reservoir

Res-Cert. # 10258

CERTIFICATE RECORD NO. 21 PAGE No. 10258

CERTIFICATE OF SURFACE WATER RIGHT

In accordance with the provisions of Chapter 91, Laws of Washington for 1917 and amendments therein and the rules and regulations of the Department of Water Resources thereunder.

This is to certify that STEMILT IRRIGATION DISTRICT

of Wenatchee, State of Washington, has made store and

proof to the satisfaction of the Department of Water Resources of Washington, of a right to take use of the waters of Stemilt Creek, a tributary of Columbia River, with point or points of diversion within the N1/2NE1/4SW1/4 and the impounding structure within SW1/4NE1/4, ALL in

Sec. 15, Twp. 21 N., R. 20 E., W. M., under and subject to provisions contained in Reservoir Permit No. R-253 appropriation Permit No. 12411 issued by the Department of Water Resources, and

that said right to the use of said waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the Department of Water Resources of Washington and entered of record in Volume 21 at Page 10258, on the 22nd day of March, 1968

that the priority date of the right hereby confirmed is May 31, 1961; that the amount of water under the right hereby confirmed for the following purposes is limited to an amount actually beneficially used and shall not exceed 9.0 cubic feet per second, 150 acre feet per year to be diverted from October 1 to July 1 each, and to be used for the irrigation of 150 acres.

A description of the lands and such right to which the water right is appurtenant, and the place where such water is put to beneficial use, is as follows:

- In T. 21 N., R. 20 E., W. M.:
 - In Sec. 15: That part of the SE1/4NE1/4 and NE1/4SE1/4 lying westerly of county road; the SE1/4NW1/4, the north 1070 feet of the east 1114 feet of the NW1/4SE1/4; and the north 1070 feet of the east 1114 feet of the SW1/4SE1/4; AND
 - In Sec. 16: The NE1/4NE1/4SW1/4; AND
 - In T. 21 N., R. 21 E., W. M.:
 - In Sec. 27: N1/2NW1/4SE1/4; W1/2SW1/4SE1/4; SE1/4SW1/4, Govt. Lot 7, except the NE1/4 thereof and except the west 278 feet of the south 278 feet thereof; S1/2 of Govt. Lot 6, the west 225 feet of the north 1114 feet of NE1/4SW1/4; the east 902 feet of the north 308.4 feet of the NE1/4SW1/4, and that part of the NW1/4 lying southerly, westerly and northerly of the following described line: beginning at a point 1085.0 feet north of the west quarter corner of said section; thence north 34°43' east 483.0 feet; thence north 47°20' east 298.9 feet; thence north 38°12' east 286.7 feet; thence south 4°49' east 538.5 feet; thence south 43°56' east 408.0 feet; thence south 20°38' east 300.3 feet; thence south 11°23' east 293.2 feet thence south 33°3' west 516.2 feet; thence south 03°44' west 810 feet; thence south 30°20' west 227.3 feet; thence south 74°25' west 124 feet; thence south 89°11' west 227.3 feet more or less, to the point of beginning; AND
 - In Sec. 28: SE1/4NW1/4, S1/2 of Govt. Lot 2; and N1/2N1/4 of Govt. Lot 1; AND
 - In T. 22 N., R. 21 E., W. M.:
 - In Sec. 32: The south 165 feet of the east 264 feet of the SE1/4NW1/4; and the NE1/4SW1/4, less the N1/2NW1/4 thereof; AND
 - In Secs. 32 and 33: Lots 7, 8, 9 and 10 of the plat of First Addition to Malaga Land Company's Orchards; AND
 - In Sec. 32: NE1/4SE1/4; and Lots 4 and 5 of Block 2, Lot 4 of Block 3, Lots 1, 3, 5, 6 and 8 of Block 4, and Lots 1 and 2 of Block 7, all in the plat of Malaga Land Company's Orchard Tracts;
- ALL less roads and rights of way

WITNESS the seal and signature of the Assistant Director Division of Water Management, Department of Water Resources affixed this 22nd day of March, 1968

Asst. Director Div. of Water Management Dept. of Water Resources

STATE OF WASHINGTON, COUNTY OF CHELAN

CERTIFICATE OF SURFACE WATER RIGHT

In accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendment thereto, and the rules and regulations of the Department of Ecology:

THIS IS TO CERTIFY That STEMILT IRRIGATION DISTRICT

of Wenatchee, Washington, has made proof to the satisfaction of the Department of Ecology of a right to the use of the public surface waters of the State of Washington from Unnamed springs (Upper Groff Springs) a tributary of Stemilt Creek, with point of diversion within SE 1/4

Sec. 23, Twp. 21 N., R. 20 E., W.M. for the purpose(s) of community domestic supply and industrial use under and specifically subject to provisions contained in APPROPRIATIVE Permit No. S3-00050P issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the Department of Ecology and entered of record in Volume _____ at Page _____; that the priority of the right hereby confirmed dates from September 28, 1971; that the quantity of water under the right hereby confirmed, for the aforesaid purposes is limited to an amount actually beneficially used and shall not exceed

0.0278 cubic feet per second; 8.84 acre-feet per year (0.0167 cubic feet per second, 8.42 acre-feet per year, for community domestic supply, during the months of October 1, each year, to April 1 of the following year; and 0.0111 cubic feet per second, 0.42 acre-feet per year, for industrial use, from October 1 to November 30 of each year.)

A description of the lands to which such surface water right is appurtenant is as follows:

Lands served by Stemilt Irrigation District within: Secs. 1 and 12, T. 21 N., R. 20 E.W.M. and S4 of Sec. 36, T. 22 N., R. 20 E.W.M., and Secs. 6 and 7, T. 21 N., R. 21 E.W.M.

*Mail to Stemilt Irrig Dist
96 Howard Curtis, Sec.
P.O. Box X340A
Wenatchee*

200 Ac
FEE FILED FOR RECORD
State Dept Ecology
1974 MAR 5 PM 2 46
Cent W/R
BOOK 719 PAGE 1413
CHELAN COUNTY AUDITOR
WENATCHEE, WASH.

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380 and 90.03.390. This certificate of surface water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Olympia, Washington, this _____ 8th



Engineering Date

JOHN A. BIGGS, Director
Department of Ecology

by *Jerry Bolles*
JERRY BOLLES BOOK 719 PAGE 1413

738366

Certificate of Water Right #320

Stemilt I.D. holds part - secret. of change # 117

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Chelan County, made and entered on the 22nd day of January, 1926, and recorded in Volume 12 of the Superior Court Journal of said County at page 256, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Stemilt Creek a tributary of the Columbia River

THE WOOD DITCH

is entitled to use, subject to the laws of the State of Washington, the waters of said Stemilt Creek

for the purpose of irrigation during the period from April 1st to October 1st each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 5.0 second feet for the irrigation of the lands included ~~under the Wood Ditch as described in said decree.~~ under the Wood Ditch as described in said decree.

That the date of priority of said water right is 1883; that the decree aforesaid establishes said right in Class Two, which said class includes a total maximum of 5.0 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 5.0 second feet.

That the point of diversion of said water right is as follows: SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 25, Twp. 22 N., Rge 20 E. W. M.

- * CERT 131 CHANGE IN POINT OF DIVERSION
- * Cert. 67 Change in Point of Diversion & Use
- " 12 Change in Point of Diversion
- " 73 Change in Point of Diversion
- " 102 Change in Point of Diversion & Place of use
- " 120 Change in Point of Diversion & Place of use
- " 114 Change in Point of Diversion & Place of use

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Chelan County, Washington, to wit: the lands included under the Wood Ditch as aforesaid.

- * 854
- * 853
- * 129 change PoD & PoU
- * 117 change PoD & PoU
- * 101 change PoD & PoU
- * 95 change PoD & PoU
- * 65 change PoD & PoU
- * 204 change PoD & PoU
- * 103 change PoD & PoU
- * 1-3-11 change PoD & PoU

Stemilt Project Reservoir
maybe filled until July 1
P. No. 249-0111-67

Res. Cert. # 10166

CERTIFICATE RECORD No. 21, PAGE No. 1/166

STATE OF WASHINGTON, COUNTY OF Chelan

CERTIFICATE OF SURFACE WATER RIGHT

In accordance with the provisions of Chapter 91A, Laws of Washington for 1951 and amendments thereto, and the rules and regulations of the Department of Water Resources, hereinafter:

This is to certify that **STEMILT PROJECT, INC.**
of **Wenatchee** State of **Washington**, has made
known to the satisfaction of the Department of Water Resources of Washington, of a right to ~~use~~ ^{store and}
of the waters of **Stemilt Creek**, a tributary of **Columbia River**
with point ~~of~~ ^{of} diversion within the **N1/4SW1/4** and the impounding structure within **SW1/4**, All in
Sec. 15, Twp. 21 N., R. 20 E., W. M., under and subject to provisions contained in
Reservoir Permit No. R-755 and
appropriation Permit No. 12411 issued by the Department of Water Resources, and
that said right to the use of said waters has been perfected in accordance with the laws of Washington,
and is hereby confirmed by the Department of Water Resources of Washington and entered of
record in Volume 21, at Page 1/166, on the 29th day of **December**, 19 **67**
that the priority date of the right hereby confirmed is **May 31, 1961**; that the
amount of water under the right hereby confirmed, for the following purposes is limited to an amount
annually beneficial ~~used~~ ^{used} and shall not exceed **14.0 cubic feet per second; 350 acre-feet per year,**
to be diverted for storage from **October 1 to July 1 each year,** and to be used for the
irrigation of **350 acres.**

A description of the lands under such right to which the water right is appurtenant, and the place where such water is put to beneficial use, is as follows:

Gordon L. Connock, Paul E. Connock, G.W. Nash and E.M. Robinson property:

In T. 21 N., R. 20 E.W.M.:
W1/2SW1/4 of Sec. 1; AND E1/4 and SW1/4SW1/4 and NW1/4SW1/4 of Sec. 2; AND SE1/4SW1/4 of Sec. 11; AND
that part of E1/2SW1/4 of Sec. 14 lying southerly of the main channel of Stemilt Creek.

Albert E. Koss property:

That part of the NW1/4 of Sec. 30, T. 22 N., R. 21 E.W.M. lying westerly the center
of Stemilt Creek and easterly of the following-described line: begins at the north
quarter corner of said section; thence west, along the north line of said section
799.2 feet thence turning an angle 72°38' left, 706.0 feet thence turning an angle
4°30' left, 454.0 feet, thence turning an angle 23°41' right, 360.0 feet thence turning
an angle 2°57' right, to the east-west center line of said section

Methleen and Methleen Orchards property:

In T. 21 N., R. 21 E.W.M.: N1/4NW1/4 of Sec. 6, AND
In T. 22 N., R. 21 E.W.M.: Gov't. Lot 4 of Sec. 31; AND
In T. 22 N., R. 20 E.W.M.: That part of SW1/4 of Sec. 36 lying easterly of county road, AND
In T. 21 N., R. 20 E.W.M.: E1/4SW1/4 of Sec. 1

Chelan Orchards property:

In T. 21 N., R. 20 E.W.M.:
That part of SW1/4 of Sec. 14 lying southerly of Stemilt Creek, between a point about

Certificate of Water Right # 319.

Stemilt I.D. holds part - see cert. of change # 117

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington . . .
Chelan County, made and entered on the 22nd day of
January, 1926, and recorded in Volume 12 of the Superior Court
Journal of said County at page 256, from which decree no appeal was taken, and which decree
determined the rights of all known claimants to the use of the waters of
STEMILT CREEK a tributary of the Columbia River
THE LOCKWOOD RIGHT

is entitled to use, subject to the laws of the State of Washington, the waters of said
Stemilt Creek
for the purpose of irrigation during the period from April 1st
to October 1st each year and for the purpose of stock and domestic
use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which
is reasonably and actually necessary for the purpose aforesaid and shall not exceed
5.0 second feet for the irrigation of the lands included ~~now or~~
~~the lands now or hereafter described.~~ in said Lockwood Right as shown by said decree.

That the date of priority of said water right is 1883; that
the decree aforesaid establishes said right in Class One, which said class
includes a total maximum of 5.0 second feet; that the possible
maximum amount of water which is comprehended in rights prior to this right is
None second feet.

That the point of diversion of said water right is as follows:
SE 1/4 of SE 1/4 of Sec. 25, Twp. 22 N., Rge 20 E. 7. N.

- Cert. 63 Change in Point of Diversion SW 1/4 23/21/20
- Cert 117 Change in Point of Diversion & Place of Use 21 3/4 SE 1/4 20
- Cert 121 Change in Point of Diversion & Place of Use NW 1/4 22/27/00 SW 1/4 19/21/20
- Cert 120 Change in Point of Diversion & Place of Use
- Cert 166 Change in Point of Diversion & Place of Use 0 129 SE 1/4 21/20

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following
described real property situated in Chelan County, Washington, to wit:
The lands included in said Lockwood Right as shown by said decree.

- Cert. 1123 - Change Place of Use of Water
- Cert. 1135 Change Place of Use of Water

CERT. C. NO 1-4-133 GLEN STEINBACH "1976"

file

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PERMIT

TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

- Surface Water** (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water** (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
January 14, 1980	S4-26539	S4-26539P	

NAME			
STEMILT IRRIGATION DISTRICT			
ADDRESS (STREET)	(CITY)	(STATE)	(ZIP CODE)
Route 1 Box K343B	Wenatchee	Washington	98801

The applicant is, pursuant to the Report of Examination which has been accepted by the applicant, hereby granted a permit to appropriate the following described public waters of the State of Washington, subject to existing rights and to the limitations and provisions set out herein.

PUBLIC WATER TO BE APPROPRIATED

SOURCE		
Columbia River		
TRIBUTARY OF (IF SURFACE WATERS)		
Pacific Ocean		
MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE	MAXIMUM ACRE-FEET PER YEAR
7.0		2000
QUANTITY, TYPE OF USE, PERIOD OF USE		
to be used from April 1 to October 31 for the irrigation of 500 acres		

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION—WITHDRAWAL
1400 feet west and 1000 feet north from the southeast corner of Section 19

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE, (E. OR W.) W.M.	W.R.I.A.	COUNTY
SW 4 SE 1/4 (Gov't Lot 7)	19	22	21 E.	40	Chelan

RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

Lands within the Stemilt Irrigation District boundaries lying E of the W line of Sec. 5, T. 22 N., R. 21 E.W.M.

DESCRIPTION OF PROPOSED WORKS

See Report of Examination.

DEVELOPMENT SCHEDULE

BEGIN PROJECT BY THIS DATE:	COMPLETE PROJECT BY THIS DATE:	WATER PUT TO FULL USE BY THIS DATE:
October 1, 1982	October 1, 1983	October 1, 1984

PROVISIONS

Diversion of water under this authorization shall be contingent upon the permittee's utilization of up-to-date water conservation practices, maintenance of efficient water delivery systems consistent with established regulation requirements and facility capabilities, and shall be subject to regulation when the flow of the Columbia River falls below the minimum instream flows set forth in the following tables:

MINIMUM INSTANTANEOUS DAILY FLOWS - COLUMBIA RIVER PROJECTS
(1000 cubic feet per second)

	Rock Island Dam	Priest Rapids Dam
January	10	50
February	10	50
March	10	50
April 1-15	20	50
16-25	30	50
26-30	50	50
May	50	50
June 1-15	50	50
16-30	20	50
July 1-15	20	50
16-31	50	50
August	50	50
September	20	36
October 1-15	20	36
16-31	20	50
November	10	50
December	10	50

Continued:

This permit shall be subject to cancellation should the permittee fail to comply with the above development schedule and/or fail to give notice to the Department of Ecology on forms provided by that Department documenting such compliance.

Given under my hand and the seal of this office at Yakima, Washington, this.....26th day
of February....., 1982.....

Department of Ecology

by Russell K. Taylor

RUSSELL K. TAYLOR, REGIONAL MANAGER

ENGINEERING DATA

OK M. Wilson

CERTIFICATE RECORD No. 2, Page No. 415

STATE OF WASHINGTON, COUNTY OF Coleman

CERTIFICATE OF WATER RIGHT

(For rights perfected under original, enlargement or secondary permits)
(In accordance with the provisions of Chapter 117, Laws of Washington for 1917, and the regulations of the State Hydraulic Engineer thereunder.)

This is to certify, that Stamilt Irrigation District of Wenatchee State of Washington, has made proof to the satisfaction of the State Supervisor of Hydraulics of Washington, of a right to the use of the waters of Columbia River a tributary of _____, for the purposes of irrigation, stock and domestic use under appropriated Permit No. 1438, of the State Supervisor of Hydraulics, and that said right to the use of said waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the State Supervisor of Hydraulics of Washington and entered of record in Volume 2, at Page 415, on the 21st day of June, 1930; that the right hereby confirmed dates from July 3rd, 1929; that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 5.0 cubic feet per second.

A description of the lands under such right, and to which the water hereby confirmed is appurtenant, or if for other purposes, the place where such water is put to beneficial use, is as follows:

PLACE OF USE			LEGAL SUBDIVISION	No. Acres Described to Permit	No. Acres Actually Irrigated
Section	Township	Range			
			<u>all lands to be benefited</u>	<u>504</u>	<u>504</u>
			<u>Stamilt Irrigation District,</u>		
			<u>Coleman County, Washington</u>		

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in Section 39, Chapter 117, Session Laws 1917.

WITNESS the seal and signature of the State Supervisor of Hydraulics affixed this 21st day of June, 1930.

Chas. G. Mitchell
State Supervisor of Hydraulics

ENGINEERING DATA
[Signature]