

Master Trust Water Agreement

This Agreement is made and entered into this 30th day of December, 2015, by and between the Washington State Department of Ecology (Ecology), and New Suncadia, LLC (Suncadia) (collectively, the "Parties").

RECITALS

A. Ecology administers the Yakima River Basin Trust Water Rights Program, as authorized under Chapter 90.38 RCW and Chapter 90.42 RCW (Trust Water Rights Program).

B. Suncadia is the owner and developer of real property in Kittitas County referred to in this Agreement as the "MPR and Bullfrog UGA properties" and generally depicted on a map attached hereto and incorporated by reference as Exhibit A.

C. Suncadia is the owner of certain water rights in the mainstem of the Yakima River referred to in this Agreement as the "Pautzke Water Rights," as more particularly described in Exhibit B, attached hereto and incorporated by reference.

D. Suncadia retains beneficial interest in certain water rights in the mainstem of the Yakima River referred to in this Agreement as the "Lamb and Anderson Water Rights," as more particularly described in Exhibit C, attached hereto and incorporated by reference.

E. Suncadia is the owner of certain water rights in certain tributaries of the Yakima River referred to in this Agreement as the "Tributary Water Rights," as more particularly described in Exhibit D, attached hereto and incorporated by reference.

F. Suncadia uses the Pautzke Water Rights as the primary water supply for the Suncadia MPR and Bullfrog UGA properties.

G. In Ecology's March 28, 2003, letter modifying the Kittitas County Water Conservancy Board's Records of Decision approving transfer of Suncadia's Pautzke Water Rights (Ecology's 2003 Modification Letter) Ecology incorporated several conditions to ensure that instantaneous diversion or withdrawal rates and annual consumptive amounts were consistent with analyses presented in the Cle Elum Urban Growth Area Environmental Impact Statement (Cle Elum UGA EIS). Annual consumptive amounts were estimated for the prospective water uses associated with the Master Planned Resort, the Cle Elum Urban Growth area, the potential future uses of the lands where Suncadia water rights were formerly appurtenant, and offsite development induced by economic activity expected to result from construction and operation of the resort.

H. Ecology approved the transfer of Suncadia's Tributary Water Rights to instream flows conditioned on offsetting the projected consumptive use for the prospective development of the properties where Suncadia's tributary water rights were formerly appurtenant. The estimates presented in the Cle Elum UGA EIS were included in each Report of Examination for the tributary water rights.

I. After Ecology approved the transfer of the Pautzke Water Rights for Suncadia's MPR and Bullfrog UGA properties, it entered into a water storage contract (Exchange Contract) with the United States Bureau of Reclamation (Reclamation) dated January 29, 2009, that allows Ecology to store trust water rights into Reclamation's Yakima Project in accordance with certain terms and conditions set forth in the Exchange Contract.

J. Suncadia transferred the Lamb and Anderson Water Rights to the Trust Water Rights Program. Ecology administers Suncadia's Lamb and Anderson Water Rights pursuant to a Trust Water Right Agreement between Ecology and Suncadia executed on February 11, 2010, attached hereto as Exhibit E, and incorporated by reference. The Agreement provides that the Lamb and Anderson Water Rights are used to mitigate for conditions included in Ecology's 2003 Modification Letter approving the Pautzke Water Rights changes.

K. Suncadia and Ecology have evaluated the new uses of water from induced offsite development and development of formerly appurtenant properties and concluded it is significantly less than estimated in the Cle Elum UGA EIS. Consequently, this Trust Water Right Agreement reflects the intent of the Parties to account for the amount of water rights needed for the MPR and Bullfrog UGA properties, mitigation obligations for the MPR and Bullfrog UGA properties and the amount remaining for potential third-party use. Furthermore, this Agreement reflects the Parties' intent for Suncadia to primarily rely on its Pautzke Water Rights, Lamb and Anderson Water Rights and a portion of its Big Creek Water Rights for the MPR and Bullfrog UGA properties.

L. Suncadia and Ecology desire to facilitate use of the Tributary Water Rights as mitigation for existing third-party domestic water users and some new domestic water use, to include outdoor irrigation as otherwise allowed, so long as that new use is consistent with the water right change authorizations for the MPR and with the baseline environmental conditions in each tributary as described in the Cle Elum UGA EIS.

M. Suncadia is willing to transfer its Tributary Water Rights to the Trust Water Rights Program, to be used and available for use as provided in this Agreement.

N. Ecology is willing and authorized to hold the water rights in the Trust Water Rights Program for use as provided in this Agreement.

AGREEMENT

In consideration of the foregoing, the mutual covenants and undertakings as hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Suncadia's Mitigation Responsibilities – Suncadia and Ecology agree that the estimated annual consumptive amount in Ecology's 2003 Modification Letter over-estimated the consumptive quantity needed to offset the induced offsite development identified in the Cle Elum UGA EIS and on the properties the Pautzke Water Rights and Tributary Water Rights were formerly appurtenant to.

1.1 *Induced Offsite Development* – Suncadia and Ecology agree that the Cle Elum UGA EIS overestimated the consumptive use associated with the offset induced offsite development. The Cle Elum UGA EIS' analysis estimated that each new residence would require approximately 1.0 acre-feet (AF) of consumptive use annually for a total of 476 AF. Since adoption of WAC 173-539A, mitigation certificates sold by several water banks for approximately 725 residences have typically provided a consumptive quantity of 0.137 AF to offset an average annual use of 350 gpd per household, including outdoor irrigation for domestic purposes as otherwise allowed. **Relying on the same assumptions and requirements as WAC 173-539A, a total of 41.49 AF of consumptive use is sufficient to offset the consumptive use associated with 302.9 residences.**

1.1.1 Ecology and Suncadia agree to continue relying on the Cle Elum UGA EIS's estimate of 302.9 new households in the surrounding area to estimate induced offsite

development caused by the construction of the MPR and Bullfrog UGA properties. Ecology and Suncadia agree that Suncadia's obligation is to mitigate for 41.49 AF of water rights annually.

1.1.2 Suncadia has transferred or pledged to transfer the beneficial interest in approximately 64.08 AF of consumptively used water rights annually to mitigate for induced offsite development from its Lamb and Anderson Water Rights through operation of Suncadia's Water Bank. Ecology agrees to accept such transfers as full satisfaction of Suncadia's induced offsite development mitigation responsibilities described above.

1.2 *Fallowed Land Mitigation for the Pautzke Water Rights*— As of March 28, 2003, the legal authority for the City of Ellensburg to irrigate 81 acres projected to consume 216 acre-ft was not settled. To ensure such use would not be adverse to the Yakima River's Total Water Supply Available (TWSA), Ecology's 2003 Modification Letter provided that until the tributary water rights were transferred to the Trust Water Right Program, 216 acre-feet associated with the prospective Pautzke property would be held back from full use at the MPR and Bullfrog UGA properties. Upon execution of this Agreement, Ecology recognizes that the City of Ellensburg's water right under Court Claim 02085, draft Certificate Number S4-83580-J in *Ecology v. Acquavella*, Yakima County Superior Court Cause No. 77-2-01484-5 is adequate to serve the projected water use at the Pautzke property and not reduce TWSA. Suncadia and Ecology agree that Suncadia will no longer be required to hold back 216 AF to offset the consumptive use associated with development served by the City of Ellensburg at the property the Pautzke water rights were formerly appurtenant.

1.3 *Fallowed Land Mitigation for Suncadia's Tributary Water Rights* – Suncadia and Ecology examined the actual development on each of the formerly appurtenant properties and concluded it was significantly less than anticipated. The actual development of the formerly appurtenant property as of the date of this Agreement is attached hereto as Exhibit F.

1.3.1 Ecology will deem Suncadia's mitigation responsibility to offset development on the land formerly appurtenant to Suncadia's Tributary Water Rights satisfied with the transfer of Suncadia's Tributary Water Rights to the State Trust Water Right Program and the assignment of a total of 25.24 AF of Suncadia's Tributary Water Rights to be held in the State Trust Water Right Program for such property as follows:

1.3.1.1 Big Creek: 3.34 AF annually;

1.3.1.2 Teanaway River: 8.16 AF annually;

1.3.1.3 Swauk Creek: 12.49 AF annually; and

1.3.1.4 First Creek: 1.25 AF annually.

2. Suncadia MPR and Bullfrog UGA Properties Water Rights

2.1 Suncadia will use its Pautzke Water Rights on the MPR and Bullfrog UGA Properties, as provided in Ecology's 2003 Modification Letter and the associated changed Court Claims described in the Pre-Trial Order #17 Notices filed with Yakima County Superior Court.

2.2 Suncadia will use the unobligated portions of the Lamb and Anderson Water Rights as mitigation to offset additional consumptive use on the MPR and Bullfrog UGA Properties, as provided in Provision Number 5 of Ecology's 2003 Modification Letter.

2.2.1 Suncadia and Ecology agree that this agreement will replace the current Trust Water Right Agreement for the Lamb and Anderson Water Rights, dated February 11, 2010.

2.2.2 Ecology will accept unobligated portions of Suncadia's Lamb and Anderson Water Rights as mitigation to offset additional consumptive use on the MPR and Bullfrog UGA Properties. Ecology agrees to amend the Lamb and Anderson Water Rights Trust Water Right Agreement to be consistent with this Agreement, a draft amendment attached hereto as Exhibit G.

2.2.3 Suncadia will submit to Ecology change of use applications for its Pautzke Water Rights to reflect the over-estimated the consumptive quantity needed to offset the induced offsite development identified in the Cle Elum UGA EIS and on the properties the Pautzke Water Rights and Tributary Water Rights were formerly appurtenant to. Ecology will complete its accounting of the mitigation uses associated with the 2003 Modification Letter consistent with this Agreement and will issue superseding water right permits for the Pautzke Water Rights to reflect current consumptive use estimates associated with induced offsite development, as provided in this Agreement. Suncadia will work with one of the Cost Reimbursement Consultants under Ecology's Master contract to provide a draft Report of Examination for Ecology's review.

2.3 Ecology will timely process new mitigated water right permit applications for the MPR and UGA properties relying on the unobligated Lamb and Anderson Water Rights held in the Trust Water Right Program (estimated to be 351.51 acre-feet (AF)) and a portion of Suncadia's Big Creek Water Rights (estimated to be 59.49 AF) (referred to herein as the "New Mitigated Water Right Permit"), draft applications for the New Mitigated Water Right Permit are attached hereto as Exhibit H.

2.4 Except as provided herein, Suncadia's annual Monitoring and Management Plan will be reduced to reporting compliance with the Court's Order Requiring Metering, Measuring and Reporting in *Ecology v. Acquavella*, RCW 90.03.360 and Chapter 173-173 WAC.

3. Suncadia Tributary Water Rights

3.1 Suncadia and Ecology intend to execute additional trust water agreements under which Suncadia will transfer its Tributary Water Rights into the Trust Water Program. Suncadia and Ecology intend to enter into a trust water right agreement for the Big Creek Water Rights relied upon as mitigation for the New Mitigated Water Right Permit, a draft attached hereto as Exhibit I. Suncadia and Ecology intend to enter into a trust water right agreement for the Teanaway River, Swauk Creek and First Creek water rights, a draft attached hereto as Exhibit J. Suncadia and Ecology desire to facilitate use of the tributary water rights as mitigation for existing third-party water users and some new water use so long as that new use is consistent with the water right change authorizations for the MPR and with the baseline environmental conditions in each tributary as described in the Cle Elum UGA EIS. The Parties will continue to work in good faith to specify the suitability of each of the water rights prior to finalizing the trust water right agreement.

3.2 Suncadia and Ecology agree that the use of the Tributary Water Rights will require the installation and maintenance of gaging stations to measure instream flows during low flow periods. Suncadia will fund the installation, maintenance, operation and measurement costs for gaging stations needed on the tributary stream(s) used to mitigate for the New Mitigated Water Right Permit. Suncadia and Ecology agree that the use of the Tributary Water Rights will require the installation and maintenance of gaging stations or otherwise measuring flows during the low flow period. Suncadia may assign the obligation of installing and maintaining gaging stations or measuring instream flows to third parties to the extent the beneficial interest of its Tributary Water Rights are assigned.

4. Bureau of Reclamation Exchange Contract

4.1 Ecology may assign Suncadia's portions of the Trust Water Rights to the USBR-Ecology Exchange Contract to address flow-related impacts caused by Suncadia's use of the Pautzke, Lamb and Anderson Water Rights as provided in this Agreement. Suncadia will pay Ecology the fees charged under the Exchange Contract.

4.2 Ecology will deduct from the amount of water transferred by Suncadia into the trust water program the amount of water necessary to address fish enhancement requirements as outlined in the Bureau of Reclamation Exchange Contract.

5. Implementation

5.1 Suncadia will file any applications necessary to implement this Agreement.

5.2 Suncadia may continue to sell mitigation credits from the Lamb and Anderson Water Rights until full implementation of this Agreement pursuant to the terms of Trust Water Right Agreement for the Lamb and Anderson Water Rights.

6. Ecology's Management of Trust Water Rights

6.1 Ecology agrees to hold Suncadia's Lamb and Anderson Water Rights in trust for Suncadia, consistent with the terms of the Trust Water Right Agreement signed between the Parties on February 11, 2010, as amended.

6.2 Ecology agrees to hold Suncadia's Tributary Water Rights in trust for Suncadia, or any third parties for which the Water Rights are assigned, consistent with the Trust Water Right Agreements signed by the Parties.

7. General Provisions

7.1 This Agreement may be assigned by Suncadia upon giving written notice to Ecology. This Agreement is binding upon and inures to the benefit of the Parties to the Agreement as well as upon and to the benefit of their respective heirs, personal representatives and other successors in interest.

7.2 In the event of a conflict between this Agreement between Ecology and Suncadia and any other existing agreements between Ecology and Suncadia, and except as explicitly provided herein, this Agreement shall control. The Trust Water Right Agreement between the Parties signed on March 13, 2013, as amended, for Suncadia's First Creek and Big Creek water rights currently used for water banking purposes remains in effect to the extent the Agreement is consistent with this Agreement.

7.3 Except as provided in this Section, if any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect. If a provision hereof is determined to be void or unenforceable by a court of competent jurisdiction and such provision was an essential part of the consideration given to support this Agreement, then this Agreement shall either be reformed by such court to ensure fulfillment of the Parties' purposes herein or be rescinded in its entirety and equity done.

7.4 In no event shall the termination of this Agreement alter or affect any water previously allocated for mitigation through permits granted to new applications.

7.5 The Parties agree to defend the terms of this Agreement, including any measures taken for its implementation.

7.6 Any notice or communication required by this Agreement between the Parties shall be given to the addresses set forth below:

To Ecology: Water Resources Section Manager
Washington Department of Ecology
Central Regional Office
1250 West Alder Street
Union Gap, WA 98903-0009

To New Suncadia, LLC: New Suncadia, LLC
770 Suncadia Trail
Cle Elum, WA 98922

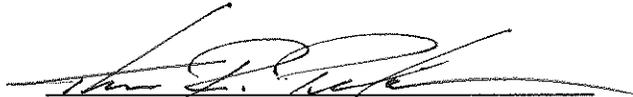
7.7 Amendments to this Agreement must be in writing and signed by an authorized representative of each party.

7.8 If any party fails to exercise its rights under this Agreement, it will not be precluded from subsequent exercise of its rights under this Agreement. A failure to exercise rights will not constitute a waiver of any other rights under this Agreement, unless stated in a letter signed by an authorized representative of the party and attached to the original Agreement.

7.9 This Agreement will be governed and enforced under the laws of the State of Washington. Venue for any action arising under or related to this Agreement shall be in Kittitas County, Washington.

THIS AGREEMENT is effective as of the date first above written.

WASHINGTON DEPARTMENT OF ECOLOGY



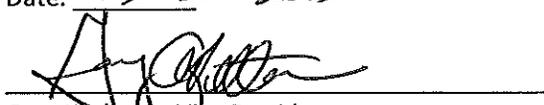
Thomas Perkow,
Acting Section Manager
Water Resources Program, Central Regional Office
Date: 12/31/15

NEW SUNCADIA, LLC

By: Suncadia Operating Member, LLC,
a Delaware limited liability company,
its managing member
By: LDD Suncadia Manager, Inc.,
a Delaware corporation,
its manager



Paul Eisenberg, Senior Vice President
Date: 12-30-2015



Gary Kittleson, Vice President
Date: 12/30/15

EXHIBIT A – MPR and Bullfrog UGA Properties

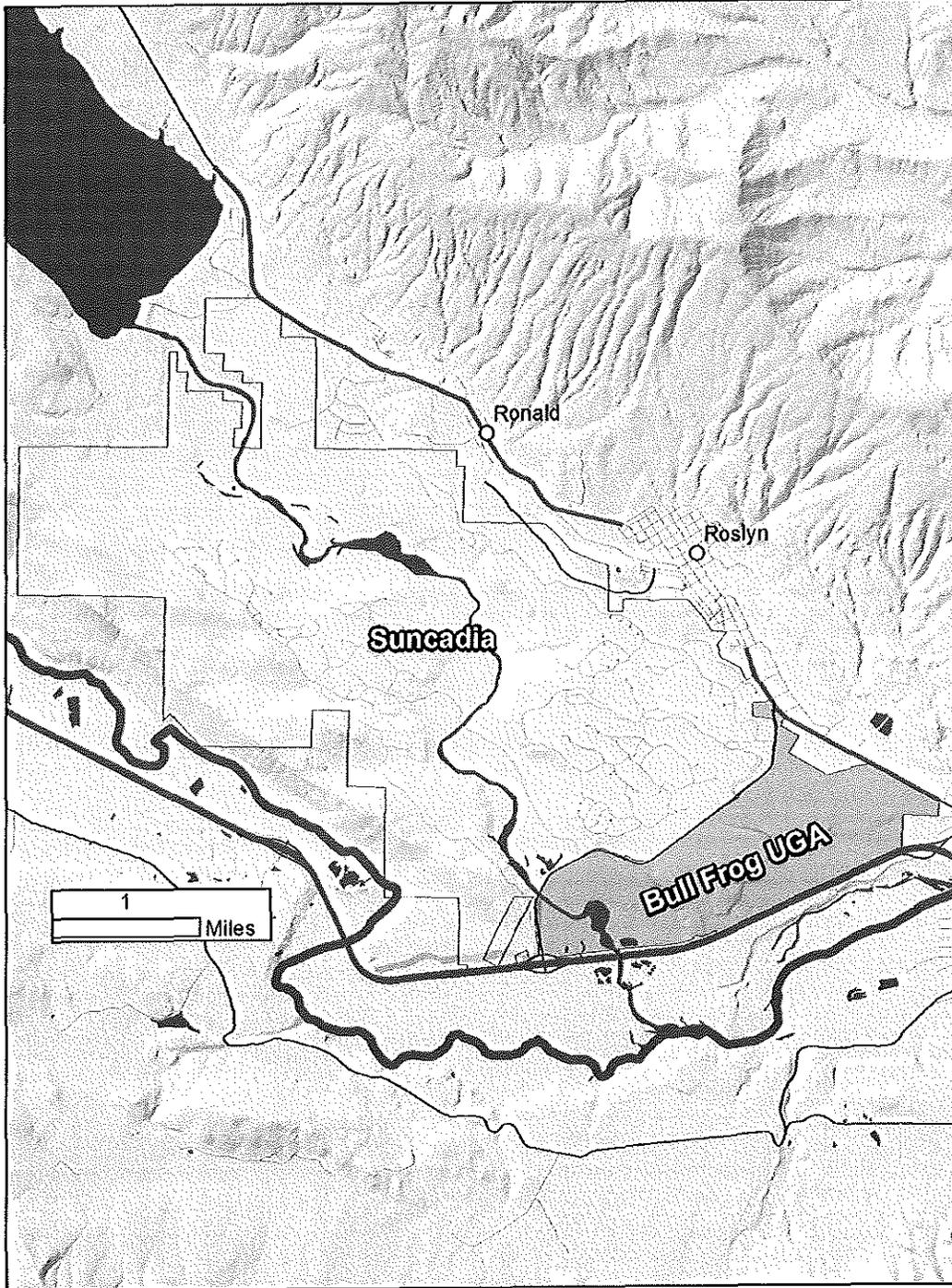


EXHIBIT B – Pautzke Water Rights

Water Rights for MPR

<i>Use Authorization</i>	<i>Qa (acre-feet)</i>	<i>Qa (CU) (acre-feet)</i>
CS4-YRB07CC01724@1/@4	1005.98	392.29
CS4-YRB07CC01724@2/@5	536.3	165.93
CS4-YRB07CC001724@3/@6	929.62	194.49
	2,471.9	750.71

Water Rights for Bullfrog UGA Property

<i>Use Authorization</i>	<i>Qa (acre-feet)</i>	<i>Qa (CU) (acre-feet)</i>
CS4-01724(A)CTCL	283.92	67.51
CS4-01724(B)CTCL ¹	88.94	23.83
CS4-01724(C)CTCL ²	87.98	27.65
	460.84	118.99

¹ CS4-01724(B) was originally authorized for 0.58 cfs, 33.13 AF/CU, 123.64 AF. CS4-01724(B)CTCL@2 resulted in the transfer of 0.09 cfs, 9.3 AF/CU, 34.7 AF to the City of Roslyn, leaving the balance available for Suncadia's use.

² CS4-01724(C)CTCL was originally authorized for 0.50 cfs, 28.56 AF/CU, 90.25 AF during the irrigation season, 0.13 cfs, 2.29 AF outside the irrigation season. Suncadia conveyed 0.029 cfs, 0.91 AF/CU, 4.56 AF of this right to the City of Cle Elum in 2008. The conveyance was a year round conveyance, so it is reflected in total from the Qi in both seasons. For this table, the Qa was distributed evenly over the year, resulting in a 2.47 AF deduction during the irrigation season, and a 2.09 AF deduction outside of the irrigation season.

EXHIBIT C – Mainstem Water Rights

<i>Use Authorization</i>	<i>Qa (acre-feet)</i>	<i>Qa (CU) (acre-feet)</i>
Court Claim 05259: CS4-05259CTCL@2sb7	195	0.627 ³
Court Claim 00626: CS4-00626CTCL@2sb7	392	122.7 ³
Court Claim 00908: CS4-00908CTCL@3sb7	868	228.18
	1,455	351.51

Suncadia Environmental Company, LLC, owns use authorization G4-35630(A) and (B) which relies on CS4-05259CTCL@2sb7 (including the right to use up to an additional 1.918 acre-feet of that right).

³ CS4-05259CTCL@2sb7 was originally authorized for 64.57 AF of consumptive use. 63.943 AF of that water right was sold to third-parties through the water banking process. CS4-00626CTCL@2sb7 has 2.87 AF pledged.

EXHIBIT D – Tributary Water Rights

Tributary Water Rights

<i>Ecology Tracking No.</i>	<i>Court Claim No.</i>	<i>Priority Date</i>	<i>Qa (AF/yr)</i>	<i>Qa (AF/yr) (CU)</i>
Big Creek				
CS4-00755(A)CTCL	755	June 30, 1887	124.42	42.41
CS4-YRB02CC00755@2	755	June 30, 1887	248.85	84.81
			373.27	127.22
Teanaway River				
CS4-02255(A)CTCL	2255	June 30, 1883	113.73	40.60
CS4-YRB03CC02255	2255	June 30, 1883	227.47	81.19
CS4-02255(B)CTCL	2255	June 30, 1883	126.33	45.09
CS4-YRB03CC02255@1	2255	June 30, 1883	252.67	90.18
CS4-02255(C)CTCL	2255	June 30, 1883	7.20	2.57
CS4-YRB03CC02255@2	2255	June 30, 1883	14.40	5.14
CS4-02255(D)CTCL	2255	June 30, 1890	61.20	21.90
CS4-YRB03CC02255@3	2255	June 30, 1890	122.40	43.81
CS4-02255(E)CTCL	2255	June 30, 1898	23.04	8.26
CS4-YRB03CC02255@4	2255	June 30, 1898	46.08	16.49
CS4-02255(F)CTCL	2255	June 30, 1898	7.20	2.58
CS4-YRB03CC02255@5	2255	June 30, 1898	14.40	5.14
			1016.12	362.95
First Creek				
CS4-00648(A)CTCL	648	November 2, 1877	241.97	69.43
CS4-YRB04CC00648	648	November 2, 1877	517.83	148.58
CS4-00648(B)CTCL	648	June 1, 1881	273.43	78.43
CS4-YRB04CC00648@1	648	June 1, 1881	531.77	152.54
			1,565.00	448.98
Swauk Creek				
CS4-01685(C)CTCL	1685	June 30, 1878	50.00	15.94
CS4-YRB04CC01685@1	1685	June 30, 1878	100.00	31.88
CS4-01685(D)CTCL	1685	September 20, 1889	187.50	59.78
CS4-YRB04CC01685	1685	September 20, 1889	375.00	119.54
			712.50	227.14

EXHIBIT E – Trust Water Right Agreement (Lamb and Anderson Water Rights)

Trust Water Right Agreement

This Trust Water Right Agreement is made and entered into as of the 11th day of February, 2010, by and between the Washington State Department of Ecology, State Trust Water Right Program ("Ecology") and Suncadia, LLC. ("Suncadia").

Whereas, Ecology is the trustee of the Yakima River Basin Trust Water Rights Program as authorized under Chapter 90.38 RCW and Chapter 90.42 RCW (the "Trust"); and

Whereas, Suncadia is the owner of certain water rights in the mainstem of the Yakima River as more particularly described and quantified in Exhibit A (the "Water") and presently appurtenant to the land legally described in Exhibit B (the "Land"), each such exhibit being attached hereto and incorporated herein; and

Whereas, Suncadia submitted Trust Water Right Applications to Ecology, WRTS File Nos. CS4-05259CTCL@2sb7, CS4-00626CTCL@2sb7, and CS4-00908CTCL@3sb7 (the "Applications"), to place the Water into the Trust for the purpose of enhancing in-stream flows and providing mitigation water to offset and allow for new water uses within the Yakima River basin in Kittitas County; and

Whereas, Ecology has accepted the Applications, has completed its examination of the extent and validity of the Water and is prepared to issue its Trust Water Right Report of Examination concerning the extent and validity of the Water (the "ROE") and its trust water certificate (the "Certificate"). The ROE and Certificate document that determination, including quantification of the consumptive quantity associated with the right, and are attached hereto as Exhibit C and incorporated by reference; and

Whereas, subject to the terms of this Agreement and the Applications, Ecology confirms that it is willing, able and authorized to hold the Water in the Trust as provided for herein;

Now, therefore, in consideration of the forgoing, the mutual covenants and undertakings as hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The purpose of this Agreement and the primary reason Suncadia is willing to place the Water into the Trust is to provide a senior water right as off-setting mitigation that will allow Suncadia or third parties to apply for and receive new ground water withdrawal or surface water diversionary permits or water budget neutral determinations within the Yakima River basin, within Kittitas County. These new water rights will be mitigated by way of a permanent designation of such portion of Suncadia's beneficial interest in the Water in Trust as reasonably required to ensure no impairment to TWSA or other water rights; provided that any portion of such mitigation may also be provided by other means.

1.1 This Agreement and the Lamb and Anderson rights described in Exhibit C constitute equivalent mitigation relative to Suncadia's mitigation obligations under the transfer of the Pautzke water rights so long as the Agreement remains in effect and to the extent it is implemented. Ecology and Suncadia

will reflect that equivalence within the Monitoring and Management Plan by making a one acre-foot upward adjustment to the MPR water supply for each acre-foot of water designated by Suncadia and approved by Ecology through permits or water budget neutral determinations to mitigate for off-site induced development under this agreement. The substitution process will be described in the ROEs for the Lamb and Anderson water rights.

2. This Agreement shall be effective upon its mutual execution, and the Trust shall commence upon the close of an escrow established by the parties as hereinafter provided. The term of this Agreement shall then be for so long as any portion of the Water remains in the Trust (the "Term"). The escrow shall be opened upon the mutual execution of this Agreement and its deposit with the Escrow Agent.

2.1 The escrow shall close within thirty (30) days of the occurrence of the last of the following events: mutual execution of all agreements and documents contemplated by or collateral to this Agreement; Suncadia's deposit of an executed quit claim deed in recordable form of the Water to the Trust substantially in the form of Exhibit D attached hereto and incorporated herein (the "Deed"); the giving of all requisite public notices for actions contemplated or referred to herein; the deposit of Ecology's letter accepting the Water into the Trust (the "Acceptance"); the deposit of the ROE and the Certificate, each in form and content acceptable to Suncadia; and the expiration of all notice, comment and appeal periods related to the full implementation of this Agreement, the ROE, and the Certificate. The parties shall execute appropriate escrow instructions to the Escrow Agent, and all escrow costs shall be shared equally by the parties.

2.2 Upon closing the Escrow Agent shall record the Deed and Certificate with the Kittitas County Auditor and/or such other places as may be appropriate and shall deliver the ROE and Certificate to Suncadia.

3. Once this agreement is executed, Suncadia and Ecology may begin the process of designating parties to receive mitigation credit based upon the Water held in the Yakima Pilot Water Bank. Development activities that are eligible for mitigation under this Agreement may include commercial, single-family or multi-family residential development and incidental irrigation occurring within Kittitas County and within the area described in Suncadia's technical report on induced offsite development, prepared in connection with permitting for the Pautzke water right transfers¹, provided such activities occurred or were proposed on or after the date of vesting of the Suncadia Master Planned Resort project. Suncadia may designate a temporary beneficial use for the portion of the water in trust that is not yet assigned as mitigation credit for development activities as provided in this agreement. The process for Suncadia to identify recipients of mitigation credit and for Ecology to issue mitigated permits or water budget neutral determinations is as follows:

¹ March 28, 2003 Amended Modification to Kittitas County Conservancy Board Record of Decision.

3.1 Suncadia may propose or Suncadia may enter into a contract with a third party to provide a portion of the Water in Trust as mitigation on such terms consistent with this Agreement as Suncadia may elect. Suncadia or such third party shall make application to Ecology (or, if appropriate, to a water conservancy board) for a water budget neutral determination or for a permit to appropriate surface or ground water at the desired location and for the intended use and quantities, together with all regularly required supporting information (hereinafter a "New Application" or "New Applications"). As part of the New Application or water budget neutral determination request, such third party shall include documentation, as necessary to conform to WAC 173-539A-050 and in a form prescribed by Suncadia, of a designation by Suncadia of the specific quantity of the Water in Trust as required to offset the consumptive loss associated with the uses described on the application or request.

3.2 Upon receipt of a complete New Application, Ecology, pursuant to WAC 173-539A-080, shall accept and timely process it under RCW 90.03.260-.340 and Chapter 90.44 RCW utilizing such portion of the Water in Trust as reasonably needed under the quantity allocation set out in Exhibit D which, together with any other proposed mitigation measures, shall reasonably offset the impacts of such new withdrawal.

3.3 Ecology will prepare a public notice and send it to the applicant for publication in a newspaper with general circulation in the area as required by RCW 90.03.

3.4 The applicant must publish the notice and ensure that the newspaper transmits an affidavit of publication to Ecology.

3.5 Ecology will complete a Water Transfer Working Group ("WTWG") project description and will present it to the WTWG. Ecology, in consultation with the U.S. Bureau of Reclamation, will determine if some or all of the Water Suncadia designates would be assigned to the Reclamation-Ecology storage and delivery exchange contract.

3.6 Ecology will investigate the New Application or request for a determination of water budget neutrality and prepare a Report of Examination or determination, as appropriate, recommending issuance or denial of a permit or determination, based on applicable policy, rules, and law. Ecology's review of New Applications and water budget neutral requests shall also include the following consideration:

3.6.1 In order to develop and confirm performance standards as set forth in WAC 173-539A or any respective report of examination, Suncadia and/or such third party shall provide information to reasonably show or estimate, as the case maybe, that the consumptive uses of the proposed project, when offset by the mitigation water allocated from the Trust and any other proposed mitigation measures, do not increase the consumptive use of water.

3.7 Ecology's permit relative to the New Application or its water budget neutral determination will specify the conditions and limitations on the use of water in a manner consistent with the Water held in the Yakima Pilot Water Bank as mitigation. Conditions relating to measuring and reporting water use and for reimbursement of any

Ecology costs to administer the Reclamation-Ecology Exchange Contract will also be included in the permit or water budget neutral determination.

4. In the event Ecology prepares to issue an ROE for a New Application, it will publish the draft ROE on its internet site. If the form and substance is acceptable to Suncadia and to the third party applicant, if any, Suncadia shall cause an escrow to be opened for such transaction at the Escrow Agent upon the mutual execution and deposit of the fully executed agreement between Suncadia and the third party applicant, if any, or the deposit of any other documents required for closing. The escrow shall close within thirty (30) days of the occurrence of the last of the following events: mutual execution of all agreements and documents contemplated by or collateral to this Agreement; Suncadia's deposit of an executed document in a form acceptable to Ecology permanently allocating a portion of the then available and unallocated Water in the Trust to the proposed purpose as set forth in the New Application; the giving of all requisite public notices for actions contemplated by such transaction; deposit of the ROE and the new water right permit, each in form and content acceptable to Suncadia and such third party, if any; the expiration of all notice, comment and appeal periods related to the full implementation of this Agreement, the ROE, and the new water right permit; and the deposit of all monies, documents and things relevant and necessary to conclude the transaction between Suncadia and any third party. All escrow costs shall be shared equally between Suncadia and the third party. Suncadia, and any third party having the right to do so under an agreement with Suncadia, may, at any time prior to closing of escrow and without cause, withdraw the New Application or otherwise prevent any allocation of any portion of the Water to such transaction.

5. During the Term and in its capacity as a fiduciary, Ecology shall hold and manage the Water in trust pursuant to chapters 90.38 RCW and 90.42 RCW and this Agreement as a part of the total water supply available ("TWSA") in the Yakima River. Ecology:

5.1 Shall take no position and make no assertions that the quantities and beneficial use of the Water is other than as stated in Exhibits A and D and paragraph 3 above, and this representation shall also apply to any Water removed from the Trust;

5.2 Shall, in addition to the protections against relinquishment in chapters 90.38 RCW and 90.42 RCW, at all times during the Term manage, maintain, preserve and protect for the benefit of Suncadia and its successors, designees and assigns all aspects and attributes of the Water, including, but not limited to, the priority date, the total diversionary right, instantaneous quantity, and annual consumptive quantity from impairment, challenges, claims and relinquishment;

5.3 Shall process all New Applications where portions of the Water is proposed as mitigation and shall take all steps necessary to comply with any restrictions imposed by other agreements to which Ecology may be subject, including, but not limited to memorandums of agreement and groundwater moratoriums or subsequently enacted water right processing rules;

5.4 Shall not assess or charge Suncadia any costs or fees for maintaining the Water in the Trust; provided that Ecology may charge third parties its regular costs and fees for water right applications, transfers and investigations or costs

attributable to assignment of a portion of the Water to Ecology's USBR contract for storage and exchange contract; and

5.5 May, if it concludes following consultation required under section 3.5, assign some or all of a designated portion of the trust water right to the Reclamation-Ecology exchange contract.

6. In keeping with the purpose of this Agreement and as a material part of the consideration for this Agreement upon which its execution is dependent:

6.1 **Suncadia** makes the following undertakings, representations and warranties to Ecology:

6.1.1 **Suncadia** is a Delaware limited liability company duly formed and authorized and fully able to enter into and perform all its obligations in this Agreement according to its terms.

6.1.2 Each individual executing this Agreement on behalf of **Suncadia** is duly authorized to execute and deliver this Agreement.

6.1.3 Upon its full execution, this Agreement is binding upon **Suncadia** in accordance with its terms.

6.1.4 **Suncadia** shall use its best efforts to fully and timely perform its obligations and actions contemplated by this Agreement.

6.2 Ecology makes the following undertakings, representations and warranties to **Suncadia**:

6.2.1 Ecology is authorized and fully able to enter into and perform all its obligations in this Agreement according to its terms.

6.2.2 Each individual executing this Agreement on behalf of Ecology is duly authorized to execute and deliver this Agreement.

6.2.3 Upon its full execution, this Agreement is binding upon Ecology in accordance with its terms.

6.2.4 Ecology shall use its best efforts to fully and timely perform its obligations and actions contemplated by this Agreement, and the obligations and actions under this Agreement shall not be unlawfully withheld.

7. If either party defaults in its obligations under this Agreement; or if this Agreement, or a material portion thereof, be declared illegal or unenforceable; or, either party, through no fault or action by such party, should be incapable or prevented from performing any material obligations or actions, the non-defaulting party in the event of a default or either party in any other event shall have the right to the following:

7.1 As the computation of damages may be difficult, continue this Agreement and bring an action to specifically perform this Agreement.

7.2 Declare the Agreement null and void, whereupon the parties shall cooperate to end the trust water right relationship in an orderly manner as follows:

7.2.1 **Suncadia** shall identify all in-process designation agreements and inform Ecology of their status. **Suncadia** shall not make representations

regarding in-process designations and shall each instance work with Ecology to determine in whether an assignment should be completed. If Ecology agrees, the permit process will be completed promptly in accordance with applicable policies, rules, and law.

7.2.2 Ecology shall promptly convey to Suncadia or its designee the portion of the trust water right not yet designated and assigned as mitigation for individual ground water and surface water permits. If any reserve has been set aside to address uncertainty (see paragraph 3.6) associated with the then-existing mitigated permits, Ecology will retain such reserve until it is either assigned to individual permits or Ecology determines some or all of the reserve is unnecessary. Any reserve not needed shall be promptly conveyed by Ecology to Suncadia.

7.2.3 Each party shall be responsible for their own costs associated with ending the trust water right relationship in an orderly manner.

7.3 Pursue any other remedy now or hereafter available.

7.4 In no event shall the termination of this Agreement alter or affect any Water previously allocated for mitigation through permits granted relative to New Applications and water budget neutral determinations.

8. This Agreement may be assigned by Suncadia upon the giving of written notice to Ecology. This Agreement is binding upon and inures to the benefit of the parties to the Agreement as well as upon and to the benefit of their respective heirs, personal representatives, assigns and other successors in interest.

9. Any notice or communication required by this Agreement between Suncadia and Ecology shall be given to the addresses set forth below:

To Ecology: Water Resources Section Manager
Washington Department of Ecology
Central Regional Office
15 West Yakima Avenue, Suite 200
Yakima, Washington 98902-3452

To Suncadia, LLC: Suncadia, LLC
Attn.: Paul Eisenberg
Senior Vice President
109 S. First Street
P.O. Box 887
Roslyn, Washington 98941
Telephone: (509) 649-3000
Facsimile: (509) 649-3059

With copies to: Mentor Law Group, PLLC
Attn.: Joe Mentor, Jr.
315 Fifth Avenue S., Suite 1000

Seattle Washington 98104
Telephone: (206) 838-7650
Facsimile: (206) 838-7655

10. No provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be unenforceable for any reason outside the control of the parties and subject to the provisions of Paragraph 9.2, the party finding itself unable to enforce the provision may, at its sole discretion, declare this entire Agreement to be null and void.

11. If either party fails to exercise its rights under this Agreement, it will not be precluded from subsequent exercise of its rights under this Agreement. A failure to exercise rights will not constitute a waiver of any other rights under this Agreement, unless stated in a letter signed by an authorized representative of the party and attached to the original Agreement.

12. Amendments to this Agreement must be in writing and signed by an authorized representative of each of the parties.

13. Each party shall protect, defend, indemnify, and hold the other hold harmless from and against their respective acts and omissions.

14. This Agreement will be governed and enforced under the laws of the State of Washington. Venue for any action arising under or related to this Agreement shall be in Kittitas County, Washington.

This Agreement is executed as of the date first above written.

WASHINGTON DEPARTMENT OF
ECOLOGY

SUNCADIA LLC, a Delaware limited
liability company, by Easton Ridge
Investors, LLC, a Delaware limited liability
company, Its Managing Member

By: Mark C Schuppe
Mark Schuppe, Section Manager
Water Resources Program/CRO
Date: 2/11/10

By: Paul Eisenberg
Paul Eisenberg
Senior Vice President
Date: 2/11/2010

By: Gary A. Kittleson
Gary A. Kittleson
Vice President
Date: 2/11/10

Address: 15 West Yakima Avenue,
Suite 200
Yakima, WA 98902-3452

Address: 4244 Bullfrog Road, Suite 1
Cle Elum, WA 98922

EXHIBIT A
(Water Rights)

Claimant Name: Ronald T. Anderson & Robin L. Anderson
(Anderson)

WATER RIGHT DESCRIPTION

Water Right Number: Court Claim 05259

Source: Yakima River

Current Use: Irrigation of 20 acres and Stock Watering

Period of Use: April 1 through October 31

Place of Use: That portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 11 lying
northeasterly of Klein-Cobble Ditch right-of-
way and westerly of a slough that borders the
property, in Section 11, Township 17 N., Range
18 E.W.M.

Point of Diversion: 1500 feet south and 700 feet east from the
northwest corner of Section 3, being within the
NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 3, Township 17 N.,
Range 18 E.W.M. (Klein Cobble Ditch)

Priority Date: October 30, 1884

Annual Quantity: 195 acre-feet per year

Instantaneous Quantity: 0.50 cubic feet per second

Claimant Name: Ronald T. Anderson & Robin L. Anderson
(Anderson)

WATER RIGHT DESCRIPTION

Water Right Number: Court Claim 00626
Source: Yakima River
Current Use: Irrigation of 40 acres
Period of Use: April 1 through October 15
Place of Use: NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 18 N.,
Range 18 E.W.M.
Point of Diversion: 300 feet north and 1200 feet east from the center
of Section 29, being within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$
of Section 29, Township 18 N., Range 18
E.W.M. (Mill Ditch)
Priority Date: May 20, 1885
Annual Quantity: 392 acre-feet per year
Instantaneous Quantity: 1.0 cubic feet per second

Claimant Name: Roberta D. Lamb & Estate of Harold F. Lamb
Randy H. Lamb et al,
Frank C. Lamb
Claudia J. Lamb Lofstrom
Triple L, LLC (Lamb)

WATER RIGHT DESCRIPTION

Water Right Number: Court Claim 00908
Source: Yakima River
Current Use: Irrigation of 70 acres
Period of Use: April 1 through October 15
Place of Use: E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ east of Desmond Road and the
W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 33, Township 18 N.,
Range 18 E.W.M.
Point of Diversion: 300 feet north & 200 feet east of the center of
Section 29, being within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of
Section 29, Township 18 N, Range 18 E.W.M.
(Mill Ditch)
Priority Date: May 20, 1885
Annual Quantity 868.0 acre-feet
Instantaneous Quantity 3.29 cubic feet per second

EXHIBIT B
(Legal Description of Appurtenant Properties)

Legal description of property appurtenant to Water Rights under Court Claim No. 05259:

PARCEL 1:

That portion of the Northwest Quarter of Section 11, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, described as follows:

A tract of land bounded by a line beginning at the Northwest corner of Section 11; thence South 01°11'21" East along the Westerly boundary line of the Northwest Quarter of said section a distance of 460.49 feet to the true point of beginning; thence South 81°39'21" East a distance of 625.82 feet to the center of a slough; thence South 06°13'31" West along the centerline of said slough a distance of 263.12 feet; thence South 05°25'45" East continuing along the centerline of said slough a distance of 79.58 feet to the Northwest corner of Short Plat Number 8-78-12, as recorded in Volume A of Short Plat, page 36, under Auditor's File No. 426794, records of Kittitas County; thence South 08°37'01" East along the centerline of said slough and the Westerly boundary line of the said Short Plat a distance of 318.35 feet to the Southwest corner of said Short Plat; thence South 31°14'41" East continuing along the centerline of said slough a distance of 78.05 feet to the Northernly right of way boundary line of the county road known as Darnman Road; thence North 88°18'22" West along the Northernly right of way boundary line of said county road a distance of 206.50 feet; thence continuing Westerly along the Northernly right of way boundary line of said county road on a 1,939.86 foot radius curve concave to the South an arc distance of 293.54 feet to the Easterly boundary line of an irrigation canal, said chord being South 87°21'30" West a distance of 293.30 feet; thence North 31°56'44" West along the Easterly boundary line of said canal a distance of 218.49 feet; thence North 07°25'31" West, along the Easterly right of way boundary line of said canal a distance of 58.94 feet; thence North 74°10'08" West along the Easterly right of way boundary line of said canal a distance of 119.77 feet to the Westerly boundary line of the Northwest Quarter of said section; thence North 01°11'21" West along the Westerly boundary line of the Northwest quarter of said section a distance of 428.10 feet to the true point of beginning.

PARCEL 2:

That portion of the Northwest Quarter of Section 11, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which is bounded by a line described as follows:

Beginning at the Northwest corner of said Section 11, at which point is the true point of beginning; thence South 89°29'28" East, along the North boundary of said section 693.00 feet; thence South 0°11'28" East, 148.50 feet; thence South 89°29'27" East, 111.60 feet; thence North 88°44'43" East, 51.30 feet; thence South 0°27'28" East, 180.83 feet; thence South 89°29'28" East, 89.40 feet; thence South 0°15'37" East, 210.02 feet; thence North 89°29'28" West, 319.00 feet; thence North 81°30'07" West, 621.65 feet; thence North 1°02'07" East, 460.69 feet to the true point of beginning.

EXCEPT any portion thereof lying easterly of the following described line:
Beginning at a point on the southerly boundary of said parcel which is located at the center of that certain slough described in Parcel 1 hereinabove, running thence northerly along the center of said slough to the northerly boundary of said parcel and the end of said described line.

Legal description of property appurtenant to Water Rights under Court Claim No. 00626:

That portion of Lot 1, as described and/or delineated on Dolarway Short Plat No. 2, City of Ellettsburg Short Plat No. P-90-03, as recorded in Book C of Short Plats, page 77, under Kittitas County Auditor's File No. 535442, which lies within the Northwest Quarter of the Southwest Quarter of Section 34, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington:

Legal description of property appurtenant to Water Rights under Court Claim No. 00908:

Lots 1, 2, 3 and 4 of WEST PARK SHORT PLAT, as described and/or delineated on City of Ellensburg Short Plat No. SP-00-06, as recorded October 31, 2001, in Book I of Short Plats, pages 185 and 186, under Auditor's File No. 200110310024, records of Kittitas County, State of Washington; being a portion of the North Half of Section 33, Township 18 North, Range 18 E.W.M. in the County of Kittitas, State of Washington.

Lots 2, 3 and 4 of TRIPLE L SHORT PLAT, as described and/or delineated on City of Ellensburg Short Plat No. SP-02-01, as recorded February 13, 2002, in Book F of Short Plats, pages 223 and 224, under Auditor's File No. 200202130027, records of Kittitas County, State of Washington; being a portion of the North Half of Section 33, Township 18 North, Range 18 E.W.M. in the County of Kittitas, State of Washington.

EXHIBIT C

(Reports of Examination and trust water right certificates to be attached)

EXHIBIT D
(example of Quit Claim Deed)

Upon Recording Return to:
Mentor Law Group, PLLC
315 Fifth Avenue, Ste 1000
Seattle, Washington 98104

DOCUMENT TITLE:	WATER RIGHT QUIT CLAIM DEED
GRANTOR:	SUNCADIA, LLC
GRANTEES:	WASHINGTON DEPARTMENT OF ECOLOGY
PARTIAL LEGAL DESCRIPTION:	Water Rights appurtenant to land located in Northwest quarter section 11, Township 17 North, Range 18 East W.M.
ASSESSOR'S TAX PARCEL NOS.:	17-18-11020-0024 & 17-18-11020-0025

QUIT CLAIM DEED
(as to Water Rights)

THE GRANTOR, SUNCADIA, L.L.C., a Delaware corporation, for and in consideration of mutual promises in hand paid, conveys and quit claims to WASHINGTON DEPARTMENT OF ECOLOGY, Grantee, all rights, title and interest the Grantor may have in the following described water rights arising under or related to Claim No. 05259 as confirmed in the Conditional Final Order Subbasin No. 7 (Reecer Creek) on October 25, 2001, in State of Washington v. Acquavella, et al, Yakima County Superior Court Cause No. 77-2-01484-5, more fully described in Exhibit A attached hereto and incorporated herein by reference, which water rights are appurtenant to the real property situated in the County of Kittitas, State of Washington, legally described on Exhibit B attached hereto and incorporated herein by reference.

Dated this ____ day of _____, 2010,

SUNCADIA LLC, a Delaware limited liability company, by Easton Ridge Investors, LLC, a Delaware limited liability company, Its Managing Member

By: _____
Paul Eisenberg
Senior Vice President
Date: _____

By: _____
Gary A. Kittleson
Vice President
Date: _____

Address: 4244 Bullfrog Road, Suite 1
Cle Elum, WA 98922

STATE OF WASHINGTON)
)ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that Paul Eisenberg is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument as the authorized agent of Suncadia, LLC and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 2010.

Name:
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission expires: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that Gary Kittleson is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument as the authorized agent of Suncadia, LLC and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 2010.

Name:
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission expires: _____

EXHIBIT A

(Water Rights)

Claimant Name: Ronald T. Anderson & Robin L. Anderson
(Anderson)

WATER RIGHT DESCRIPTION

Water Right Number: Court Claim 05259

Source: Yakima River

Current Use: Irrigation of 20 acres and Stock Watering

Period of Use: April 1 through October 31

Place of Use: That portion of the NW¼NW¼ Section 11 lying
northeasterly of Klein-Cobble Ditch right-of-
way and westerly of a slough that borders the
property, in Section 11, Township 17 N., Range
18 E.W.M.

Point of Diversion: 1500 feet south and 700 feet east from the
northwest corner of Section 3, being within the
NW¼SW¼NW¼ Section 3, Township 17 N.,
Range 18 E.W.M. (Klein Cobble Ditch)

Priority Date: October 30, 1884

Annual Quantity: 195 acre-feet per year

Instantaneous Quantity: 0.50 cubic feet per second

EXHIBIT B

(Legal Description of Appurtenant Property)

PARCEL 1:

That portion of the Northwest Quarter of Section 11, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, described as follows:

A tract of land bounded by a line beginning at the Northwest corner of Section 11; thence South $01^{\circ}11'21''$ East along the Westerly boundary line of the Northwest Quarter of said section a distance of 460.49 feet to the true point of beginning; thence South $81^{\circ}39'21''$ East a distance of 625.82 feet to the center of a slough; thence South $06^{\circ}13'51''$ West along the centerline of said slough a distance of 263.12 feet; thence South $05^{\circ}25'45''$ East continuing along the centerline of said slough a distance of 79.58 feet to the Northwest corner of Short Plat Number S-78-12, as recorded in Volume A of Short Plats, page 36, under Auditor's File No. 426794, records of Kittitas County; thence South $08^{\circ}37'01''$ East along the centerline of said slough and the Westerly boundary line of the said Short Plat a distance of 318.33 feet to the Southwest corner of said Short Plat; thence South $31^{\circ}04'41''$ East continuing along the centerline of said slough a distance of 78.05 feet to the Northernly right of way boundary line of the county road known as Darnman Road; thence North $88^{\circ}18'22''$ West along the Northernly right of way boundary line of said county road a distance of 205.50 feet; thence continuing Westerly along the Northernly right of way boundary line of said county road on a 1,939.86 foot radius curve concave to the South an arc distance of 293.58 feet to the Easterly boundary line of an irrigation canal, said chord being South $87^{\circ}21'30''$ West a distance of 293.30 feet; thence North $31^{\circ}56'44''$ West along the Easterly boundary line of said canal a distance of 218.49 feet; thence North $07^{\circ}25'31''$ West, along the Easterly right of way boundary line of said canal a distance of 98.93 feet; thence North $24^{\circ}30'03''$ West along the Easterly right of way boundary line of said canal a distance of 119.77 feet to the Westerly boundary line of the Northwest Quarter of said section; thence North $01^{\circ}11'21''$ West along the Westerly boundary line of the Northwest quarter of said section a distance of 428.10 feet to the true point of beginning.

PARCEL 2:

That portion of the Northwest Quarter of Section 11, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington which is bounded by a line described as follows:

Beginning at the Northwest corner of said Section 11, at which point is the true point of beginning; thence South $89^{\circ}29'28''$ East, along the North boundary of said section 693.00 feet; thence South $0^{\circ}31'28''$ East, 141.50 feet; thence South $89^{\circ}29'27''$ East, 111.60 feet; thence North $88^{\circ}44'43''$ East, 51.30 feet; thence South $0^{\circ}27'28''$ East, 180.83 feet; thence South $89^{\circ}29'28''$ East, 69.40 feet; thence South $0^{\circ}15'37''$ East, 720.02 feet; thence North $89^{\circ}29'28''$ West, 319.00 feet; thence North $81^{\circ}30'07''$ West, 621.65 feet; thence North $1^{\circ}02'07''$ East, 460.69 feet to the true point of beginning.

EXCEPT any portion thereof lying easterly of the following described line:

Beginning at a point on the southerly boundary of said parcel which is located at the center of that certain slough described in Parcel 1 hereinabove, running thence northerly along the center of said slough to the northerly boundary of said parcel and the end of said described line.

EXHIBIT F – Tributary Water Rights Fallowed Lands Development (Detailed Analysis)

Fallowed Lands Development: Detailed Analysis

Big Creek

Report of Examination Assumptions						
Priority Date	Place of Use	Irrigated Acres	Developable ERUs on Appurtenant Property	Total Qa	Assumed per unit (AF/yr)	
June 30, 1887	That part of the W1/2E1/2 of Section 28 lying north of the Kittitas Reclamation District Canal, the NE1/4NW1/4, and NE1/4SE1/4NW1/4 of Section 28, ALL within T. 20N, R. 14 E.W.M.	81.51	4	3.34	0.835	
				3.34		

Actual Development		
Residences	Assumed per unit (AF/yr)	Total Qa
4	0.835	3.34
	0.835	0

Remaining: 0

Teahaway River

Report of Examination Assumptions						
Priority Date	Place of Use	Irrigated Acres	Developable ERUs on Appurtenant Property	Total Qa	Assumed per unit (AF/yr)	
June 30, 1883	Those portions of the following described parcels lying south of East Masterson Road and north of State Route 970: The NE1/4SW1/4, NW1/4SE1/4, W1/2SE1/4NE1/4, and W1/2E1/2SE1/4NE1/4 of Section 26, T. 20N, R. 16 E.W.M.	63	6	6.12	1.02	
June 30, 1883	That portion of the S1/2NW1/4 and N1/2SW1/4 of Section 25, T. 20 N., R. 16 E.W.M. lying southerly of East Masterson Road and northerly of State Highway 970.	70	7	7.14	1.02	
June 30, 1883	That portion of the E1/2E1/2SE1/4NE1/4 of Section 26, T. 20 N., R. 16 E.W.M., lying south of East Masterson Road and northerly of State Highway 970.	4	0	0		
June 30, 1890	That portion of the W1/2SW1/4 of Section 26, T. 20N, R. 16 E.W.M., lying south of the East Masterson Road and north of State Route 970.	34	3	3.06	1.02	
June 30, 1898	That portion of the W1/2NE1/4SE1/4 and W1/2E1/2NE1/4SE1/4 of Section 26, T. 20 N., R. 16 E.W.M., lying south of the East Masterson Road and north of State Route 970.	12.8	1	1.02	1.02	
June 30, 1898	That portion of the E1/2E1/2SE1/4NE1/4 of Section 26, T. 20 N., R. 16 E.W.M., lying south of East Masterson Road and northerly of State Highway 970.	4	0	0		
			17	17.34		

Actual Development		
Residences	Assumed per unit (AF/yr)	Total Qa
3	1.02	3.06
3	1.02	3.06
0	0	0
2	1.02	2.04
0	1.02	0
0	0	0
	4.08	8.16

Remaining 9.18

Swauk Creek and First Creek

Report of Examination Assumptions						
Priority Date	Place of Use	Irrigated Acres	Developable ERUs on Appurtenant Property	Total Qa	Assumed per unit (AF/yr)	
Court Claim 00648: November 2, 1877	The S1/2SE1/4SW1/4, SW1/4SW1/4, W1/2SE1/4 and the S1/2N1/2SE1/4SW1/4, of Section 21, and the N1/2NW1/4 and NW1/4NE1/4 of Section 28, ALL in T. 19N., R. 18 E.W.M.	89.93	9	11.21	1.25	
Court Claim 00648: June 1, 1881	The S1/2N1/2SE1/4SW1/4, SW1/4SW1/4, W1/2SE1/4 and the S1/2SE1/4SW1/4 of Section 21, all in T. 19 N., R. 18 E.W.M.	95.17	10	12.46	1.25	
Court Claim 01685: June 30, 1878	That portion of the SW1/4NE1/4 of Section 28, T. 20 N., R. 17 E.W.M. lying southeast of the county road.	20	2	2.5	1.25	
Court Claim 01685: September 20, 1889	E1/2SW1/4 and that portion of the E1/2NE1/4 lying northwest of Swauk Creek and southeast of the county road all in Section 28, T. 20N, R. 17 E.W.M.	75	8	9.99	1.25	
			29	36.16		

Actual Development		
Residences	Assumed per unit (AF/yr)	Total Qa
1	1.25	1.25
0	1.25	0.00
8 have been constructed; only required to mitigate for 2	1.25	2.50
8	1.25	9.99
	4.99	13.74

Remaining 22.42

Total Remaining: 31.60

**EXHIBIT G – Draft First Amendment to Trust Water Right Agreement for Lamb and Anderson
Water Rights**

FIRST AMENDMENT TO TRUST WATER RIGHT AGREEMENT

That Trust Water Right Agreement (“Agreement”) between the State of Washington, Department of Ecology (“Ecology”) and Suncadia, LLC, later assigned to New Suncadia, LLC (“Suncadia”) (collectively, the “parties”) entered into on February 11, 2010, is hereby amended for a first time (“Amendment”).

RECITALS

- A. On February 11, 2010, the parties entered into the Trust Water Right Agreement (“February 11, 2010, Agreement”).
- B. In the Agreement, Suncadia agreed to convey its water rights under WRTS File Nos. CS4-05259CTCL@2sb7, CS4-00626CTCL@2sb7, and CS4-00908CTCL@3sb7 to the State Trust Water Right Program for the purpose of enhancing instream flows and providing mitigation water to offset and allow for new water uses within the Yakima River basin.
- C. On ____ __, 2015, Ecology and Suncadia entered into another Trust Water Right Agreement that supersedes in part the February 11, 2010, agreement between the parties (herein referred to as the “____ __, 2015, Agreement”).
- D. Pursuant to paragraph 12 of the February 11, 2010, Agreement, the parties herein agree to amend the February 11, 2010, Agreement to be consistent with the ____ __, 2015, Agreement between the parties.

AMENDMENT AGREEMENT

In consideration of the mutual covenants set forth herein, the Parties agree to amend the February 11, 2010, Agreement as follows:

Section 1. – *Section 1.1 is deleted and superseded by the ____ __, 2015, Agreement.*

Section 2. – *Section 2 is deleted and replaced as follows:*

“The parties recognize Suncadia’s transfer of the Water into the Trust. The term of this Agreement shall then be for so long as any portion of the Water remains in the Trust (the “Term”). Ecology shall issue and deliver a Certificate to Suncadia.”

Section 3. – *Section 3 is deleted and replaced as follows:*

“Suncadia may rely on the Water to mitigate for water use on Suncadia’s properties consistent with the Trust Water Right Agreement entered into between Suncadia and Ecology on May __, 2015. Suncadia shall make an application to Ecology for a water right permit to appropriate surface or ground water at the desired location and for the intended use and quantities, together with all regularly required supporting information (hereinafter a “New Application” or “New Applications”). The process for Ecology to review Suncadia’s application is as follows:

3.1 Upon receipt of a complete New Applications, Ecology, shall accept and timely process and utilize such portion of the Water in Trust as required to offset the consumptive loss associated with the uses described in the New Applications.

3.2 Ecology will prepare a public notice and send it to Suncadia for publication in a newspaper with general circulation in the area as required by Chapter 90.03 RCW.

3.3 Suncadia will publish the notice and ensure that the newspaper transmits an affidavit of publication to Ecology.

3.4 Ecology will complete a Water Transfer Working Group ("WTWG") project description and will present it to the WTWG. Ecology, in consultation with the U.S. Bureau of Reclamation, will determine if some or all of the Water Suncadia designates will be assigned to the Reclamation-Ecology storage and delivery exchange contract. Suncadia will pay the costs of assigning a portion of the water for the New Application to the Reclamation-Ecology storage and delivery contract."

3.5 Ecology will investigate the New Applications. Ecology will issue a report of examination (ROE) with conditions consistent with the parties' ____ ____, 2015, Agreement."

Section 4. – Section 4 is deleted.

This Amendment is effective once executed by the parties.

**Washington Department of Ecology
Central Regional Office
Water Resources Program**

**New Suncadia, LLC,
a Delaware limited liability company**

By: Suncadia Operating Member, LLC,
a Delaware limited liability company,
its managing member

By: LDD Suncadia Manager, Inc.,
a Delaware corporation,
its manager

By: _____
Name: Sage Park
Its: Section Manager
Date:

By: _____
Name: Paul Eisenberg
Title: Senior Vice President
Date:

By: _____
Name: Gary Kittleson
Title: Vice President
Date:

EXHIBIT H – Draft Applications for a Water Right Permit (Surface and Groundwater)



Application for a Water Right Permit

For Ecology Use
(Date Stamp)

A NON-REFUNDABLE MINIMUM FEE OF \$50.00 MUST ACCOMPANY THIS APPLICATION FOR THE FOLLOWING:

- GROUND WATER SURFACE WATER PERMANENT
 SHORT TERM TEMPORARY

NO FEE REQUIRED FOR THE FOLLOWING:

- DROUGHT COST REIMBURSEMENT

Follow the attached instructions. Attach additional sheets as necessary.

Section 1. APPLICANT

- I have participated in a pre-application conference with Ecology.

Applicant/Business Name: New Suncadia, LLC		Phone No: 509-649-6370	Other No:
Address: 770 Suncadia Trail			
City: Cle Elum		State: WA	Zip: 98922
Email Address (if available): peisenberg@suncadia.com			

Contact Name (if different from above): Joe Mentor and Jessica Kuchan Mentor Law Group, PLLC		Phone No: 206-838-7650	Other No:
Relationship to Applicant: Attorney			
Address: 315 5 th Ave S., Ste 1000			
City: Seattle		State: WA	Zip: 98104
Email Address (if available): mentor@mentorlaw.com; kuchan@mentorlaw.com			

Legal Land Owner or Part Owner Name of the Proposed Place of Use: Same as applicant		Phone No:	Other No:
Address:			
City:		State:	Zip:
Email Address (if available):			

For Ecology Use	APPLICATION NO: _____ SEPA: Exempt/Not Exempt		
	Fee Paid: _____ Check No: _____ ECY Coding: 001-001-WR1-0285-000011		
Date Returned _____	By _____	Priority Date _____	By _____ WRIA: _____
Pre-application interviewer:			

Section 2. STATEMENT OF INTENT

Do you own the land on which the proposed point of diversion/withdrawal is located? YES NO
 If no, do you have legal authority to make this application for use of another's land? YES NO

Briefly describe the purpose of your proposed project: To rely on water rights transferred into the State Trust Water Right Program to mitigate for a new use of water.

Anticipated length of time to complete your 20 years project: _____

Water Use List all purposes for which water will be applied to a beneficial use and list quantity required for each.

Purpose(s) of Use	Rate (check one box only)		Acre-Feet per Year (AF/YR) (If known)	Period of Use (Continuously or Seasonal)
	<input checked="" type="checkbox"/> Cubic Feet per Second (CFS)	<input type="checkbox"/> Gallons per Minute (GPM)		
Municipal Water Supply	4.851 cfs		411	April 1 to October 15
TOTAL:	4.851 cfs		411	

Short Term/Temporary Water Use

Is this a request for a short term project (less than four months and non-recurring)? YES NO

Is this request for a temporary permit? YES NO

If yes to either question above, indicate the dates that the water will be needed:

FROM: ___/___/___ TO: ___/___/___

Section 3. POINT OF DIVERSION OR WITHDRAWAL

(Complete A or B, and C below)

A.) If Surface Water Source	B.) If Ground Water Source
------------------------------------	-----------------------------------

<input type="checkbox"/> Spring <input type="checkbox"/> Creek <input checked="" type="checkbox"/> River <input type="checkbox"/> Lake <input type="checkbox"/> Other: _____ Source Name: <u>Yakima River and Cle Elum River</u> Tributary to: <u>Columbia River, Yakima River and Cle Elum River</u> Number of proposed diversion points: <u>2</u> Do you have an existing diversion? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> Well(s) <input type="checkbox"/> Other: _____ Well diameter & depth: _____ Number of proposed points of withdrawal: _____ Do you have an existing well? <input type="checkbox"/> YES <input type="checkbox"/> NO If available, attach Water Well Report and pump test. Well Tag ID No. _____
---	--

C.) Point of Diversion/Withdrawal – Legal Description						
Parcel No.	¼	¼	Section	Township	Range	County
(Surface Water Diversions)	SW	SE	27	20N	15E	Kittitas
	SW	SE	30	20N	15E	
Lot(s)	Block(s)		Subdivision			
If known, enter the distances in feet from the point of diversion or withdrawal to the nearest section corner: _____ Feet (<input type="checkbox"/> North/ <input type="checkbox"/> South) and _____ feet (<input type="checkbox"/> East/ <input type="checkbox"/> West) from the (<input type="checkbox"/> NW <input type="checkbox"/> SW <input type="checkbox"/> NE <input type="checkbox"/> SE <input type="checkbox"/> _____) corner of Section _____.						
Parcel No.	¼	¼	Section	Township	Range	County
Lot(s)	Block(s)		Subdivision			
If known, enter the distances in feet from the point of diversion or withdrawal to the nearest section corner: _____ feet (<input type="checkbox"/> North/ <input type="checkbox"/> South) and _____ feet (<input type="checkbox"/> East/ <input type="checkbox"/> West) from the (<input type="checkbox"/> NW <input type="checkbox"/> SW <input type="checkbox"/> NE <input type="checkbox"/> SE <input type="checkbox"/> _____) corner of Section _____.						

NOTE: If more than two points of diversion/withdrawal attach additional information on a separate sheet of paper.

Section 4. PLACE OF USE

Attach a copy of the legal description of the property (on which the water will be used) taken from a real estate contract, property deed or title insurance policy, or copy it carefully in the space below.

Area served by New Suncadia, LLC, Suncadia Water Company, LLC and Suncadia Environmental Company, LLC, in accordance with its Comprehensive Water System Plan and any approved amendments thereto beginning:

Sections 11, 13, 14, 15, 23, 24, and 25 of T. 20N, R. 14 E., W.M.

Sections 18, 19, 20, 21, 28, 29, 30, and 31 of T. 20N, R. 15 E., W.M.

¼	¼	Section	Twp.	Range	County	Parcel No.
					Kittitas	

Do you own all the lands on which the proposed place of use is located? YES NO.

If no, do you have legal authority to make this application for use of another's land? YES NO

Provide owner name(s), address, and phone number: _____

Are there any other water rights or claims associated with this property or water system? YES NO

If yes, provide the water right and/or claim numbers: CS4-YRB07CC01724@4, CS4-YRBCC01724@5, CS3-YRB07CC01724@6, also Court Claims 00648, 00755, 01685 and 02255.

Attach a map of your project showing the point of diversion/withdrawal and place of use. If platted property, be sure to include a complete copy of the plat map.

Section 5. WATER SYSTEM DESCRIPTION

Describe your proposed water system (include type and size of devices used to divert or withdraw water from source): Conveyance with be through the existing City of Cle Elum intake facilities and conveyed through the Suncadia's water system, as described in its water system plan.

See attached drawing

Section 6. DOMESTIC WATER SUPPLY SYSTEM INFORMATION

(Complete A or B, and C below)

<p>A.) Domestic Water Systems only</p>	<p>B.) Municipal Water Systems only <i>(defined under RCW 90.03.015)</i></p>
<p>Projected number of connections to be served: _____</p>	<p>Present population to be served water: <u><1,000</u></p>
<p>Type of connections: _____ <i>(e.g., home, recreational cabin)</i></p>	<p>Estimate future population to be served: <u>3,785</u> (20 year projection)</p>
<p>C.) Water System Planning</p>	
<p>Do you have a Water System Plan approved by the Washington State Department of Health, Drinking Water Division? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, date plan was approved <u>05/28/2008</u> Water System Number: <u>AA317E</u></p>	
<p>Name of water system: <u>Suncadia Resort</u></p>	
<p>Are you within the service area of an existing water system? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, explain why you are unable to connect to the system: _____</p>	

Section 7. IRRIGATION/STOCKWATER/OTHER FARM USES

Irrigation

Total number of acres requested to be irrigated under this application = 400 ACRES

NOTE: Outline the area to be irrigated on your attached map.

Stockwater

List number and kind of stock: N/A

Is the proposed project for a dairy farm? YES NO

Other Proposed Farm Uses

Describe all proposed uses: N/A

Family Farm Water Act (RCW 90.66):

Calculate the acreage in which you have a controlling interest, including only:

- Acreage irrigated under water rights acquired after December 8, 1977,
- Acreage proposed to be irrigated under this application, and
- Acreage proposed to be irrigated under other pending application(s).

Is the combined acreage under existing rights greater than 6000 acres? YES NO

Do you have a controlling interest in a Family Farm Development Permit? YES NO

If yes, enter Permit No: _____

Section 8. OTHER WATER USES

Hydropower

Indicate total feet of head N/A and proposed capacity in kilowatts: _____

Describe works: _____

Indicate all uses to which power is to be applied: _____

FERC License No: _____

Mining/Industrial Use

Describe use, method of supplying and utilizing water: N/A _____

Other Use

Section 9. WATER STORAGE

Will you be using a dam, dike, or other structure to retain or store water? YES NO

Are you proposing to store more than 10 acre-feet of water? YES NO

Will the water depth be 10 feet or more? YES NO

If you answered yes to any of the above questions, please describe: _____

NOTE: If you will be storing 10 acre-feet or more of water and/or if the water depth will be 10 feet or more at the deepest point and some portion of the storage will be above grade, you must also complete an Application for Permit to Construct a Reservoir and a Dam Construction Permit and Application.

Section 10. DRIVING DIRECTIONS

Provide detailed driving directions to the project site: From Interstate 90, take exit 80, turn right onto Bullfrog Road and follow signs to Suncadia _____

Site Address: 770 Suncadia Trail Cle Elum, WA 98922



Application for a Water Right Permit

For Ecology Use
(Date Stamp)

A NON-REFUNDABLE MINIMUM FEE OF \$50.00 MUST ACCOMPANY THIS APPLICATION FOR THE FOLLOWING:

- GROUND WATER SURFACE WATER PERMANENT
 SHORT TERM TEMPORARY

NO FEE REQUIRED FOR THE FOLLOWING:

- DROUGHT COST REIMBURSEMENT

Follow the attached instructions. Attach additional sheets as necessary.

Section 1. APPLICANT

I have participated in a pre-application conference with Ecology.

Applicant/Business Name: New Suncadia, LLC	Phone No: 509-649-6370	Other No:
Address: 770 Suncadia Trail		
City: Cle Elum	State: WA	Zip: 98922
Email Address (if available): peisenberg@suncadia.com		

Contact Name (if different from above): Joe Mentor and Jessica Kuchan Mentor Law Group, PLLC	Phone No: 206-838-7650	Other No:
Relationship to Applicant: Attorney		
Address: 315 5 th Ave S., Ste 1000		
City: Seattle	State: WA	Zip: 98104
Email Address (if available): mentor@mentorlaw.com; kuchan@mentorlaw.com		

Legal Land Owner or Part Owner Name of the Proposed Place of Use: Same as applicant	Phone No:	Other No:
Address:		
City:	State:	Zip:
Email Address (if available):		

For Ecology Use	APPLICATION NO: _____ SEPA: Exempt/Not Exempt
	Fee Paid: _____ Check No: _____ ECY Coding: 001-001-WR1-0285-000011
Date Returned _____	By _____ Priority Date _____
By _____ WRIA: _____	
Pre-application interviewer: _____	

Section 2. STATEMENT OF INTENT

Do you own the land on which the proposed point of diversion/withdrawal is located? YES NO
 If no, do you have legal authority to make this application for use of another's land? YES NO

Briefly describe the purpose of your proposed project: To obtain a non-additive groundwater right to supplement surface water rights.

Anticipated length of time to complete your project: 20 years

Water Use List all purposes for which water will be applied to a beneficial use and list quantity required for each.

Purpose(s) of Use	Rate (check one box only)		Acre-Feet per Year (AF/YR) (If known)	Period of Use (Continuously or Seasonal)
	<input checked="" type="checkbox"/> Cubic Feet per Second (CFS)	<input checked="" type="checkbox"/> Gallons per Minute (GPM)		
Municipal Water Supply	2,177 gpm		411	April 1 to October 15
TOTAL:	2,177 gpm		411	

Short Term/Temporary Water Use

Is this a request for a short term project (less than four months and non-recurring)? YES NO

Is this request for a temporary permit? YES NO

If yes to either question above, indicate the dates that the water will be needed:

FROM: ___/___/___ TO: ___/___/___

Section 3. POINT OF DIVERSION OR WITHDRAWAL

(Complete A or B, and C below)

A.) If Surface Water Source	B.) If Ground Water Source
<input type="checkbox"/> Spring <input type="checkbox"/> Creek <input type="checkbox"/> River <input type="checkbox"/> Lake <input type="checkbox"/> Other: _____ Source Name: _____ Tributary to: _____ Number of proposed diversion points: _____ Do you have an existing diversion? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> Well(s) <input type="checkbox"/> Other: _____ _____ Well diameter & depth: TBD Number of proposed points of withdrawal: 6 Do you have an existing well? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If available, attach Water Well Report and pump test. Well Tag ID No. TBD

C.) Point of Diversion/Withdrawal – Legal Description						
Parcel No.	¼	¼	Section	Township	Range	County
Lot(s)	Block(s)		Subdivision			
If known, enter the distances in feet from the point of diversion or withdrawal to the nearest section corner: _____ Feet (<input type="checkbox"/> North/ <input type="checkbox"/> South) and _____ feet (<input type="checkbox"/> East/ <input type="checkbox"/> West) from the (<input type="checkbox"/> NW <input type="checkbox"/> SW <input type="checkbox"/> NE <input type="checkbox"/> SE <input type="checkbox"/> _____) corner of Section _____.						
Parcel No.	¼	¼	Section	Township	Range	County
	E1/2 NW	SW NE	11 14	20N 20N	14E 14E	Kittitas
Lot(s)	Block(s)		Subdivision			
If known, enter the distances in feet from the point of diversion or withdrawal to the nearest section corner: _____ feet (<input type="checkbox"/> North/ <input type="checkbox"/> South) and _____ feet (<input type="checkbox"/> East/ <input type="checkbox"/> West) from the (<input type="checkbox"/> NW <input type="checkbox"/> SW <input type="checkbox"/> NE <input type="checkbox"/> SE <input type="checkbox"/> _____) corner of Section _____.						

NOTE: If more than two points of diversion/withdrawal attach additional information on a separate sheet of paper.

Section 4. PLACE OF USE

Attach a copy of the legal description of the property (on which the water will be used) taken from a real estate contract, property deed or title insurance policy, or copy it carefully in the space below.

Area served by New Suncadia, LLC, Suncadia Water Company, LLC and Suncadia Environmental Company, LLC, in accordance with its Comprehensive Water System Plan and any approved amendments thereto beginning:						
Sections 11, 13, 14, 15, 23, 24, and 25 of T. 20N, R. 14 E., W.M.						
Sections 18, 19, 20, 21, 28, 29, 30, and 31 of T. 20N, R. 15 E., W.M.						
¼	¼	Section	Twp.	Range	County	Parcel No.
					Kittitas	

Do you own all the lands on which the proposed place of use is located? YES NO.

If no, do you have legal authority to make this application for use of another's land? YES NO

Provide owner name(s), address, and phone number: _____

Are there any other water rights or claims associated with this property or water system? YES NO

If yes, provide the water right and/or claim numbers: CS4-YRB07CC01724@4, CS4-YRBCC01724@5, CS3-YRB07CC01724@6, also Court Claims 00648, 00755, 01685 and 02255.

Attach a map of your project showing the point of diversion/withdrawal and place of use. If platted property, be sure to include a complete copy of the plat map.

Section 5. WATER SYSTEM DESCRIPTION

Describe your proposed water system (include type and size of devices used to divert or withdraw water from source): Conveyance with be through the Suncadia's water system, as described in its water system plan.

See attached drawing

Section 6. DOMESTIC WATER SUPPLY SYSTEM INFORMATION

(Complete A or B, and C below)

<p>A.) Domestic Water Systems only</p>	<p>B.) Municipal Water Systems only <i>(defined under RCW 90.03.015)</i></p>
<p>Projected number of connections to be served: _____</p> <p>Type of connections: _____ <i>(e.g., home, recreational cabin)</i></p>	<p>Present population to be served water: <u><1,000</u> _____</p> <p>Estimate future population to be served: <u>3,785</u> _____ (20 year projection)</p>
<p>C.) Water System Planning</p>	
<p>Do you have a Water System Plan approved by the Washington State Department of Health, Drinking Water Division? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, date plan was approved <u>05/28/2008</u> Water System Number: <u>AA317E</u></p>	
<p>Name of water system: <u>Suncadia Resort</u></p>	
<p>Are you within the service area of an existing water system? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, explain why you are unable to connect to the system: _____</p>	

Section 8. OTHER WATER USES

Hydropower

Indicate total feet of head N/A and proposed capacity in kilowatts: _____

Describe works: _____

Indicate all uses to which power is to be applied: _____

FERC License No: _____

Mining/Industrial Use

Describe use, method of supplying and utilizing water: N/A

Other Use

Section 9. WATER STORAGE

Will you be using a dam, dike, or other structure to retain or store water? YES NO

Are you proposing to store more than 10 acre-feet of water? YES NO

Will the water depth be 10 feet or more? YES NO

If you answered yes to any of the above questions, please describe: _____

NOTE: If you will be storing 10 acre-feet or more of water and/or if the water depth will be 10 feet or more at the deepest point and some portion of the storage will be above grade, you must also complete an Application for Permit to Construct a Reservoir and a Dam Construction Permit and Application.

Section 10. DRIVING DIRECTIONS

Provide detailed driving directions to the project site: From Interstate 90, take exit 80, turn right onto Bullfrog Road and follow signs to Suncadia

Site Address: 770 Suncadia Trail Cle Elum, WA 98922

Section 11. REQUIRED SIGNATURES

I certify that the information provided in this application is true and accurate to the best of my knowledge. I understand that in order to process my application, I grant staff from the Department of Ecology access to the site for inspection and monitoring purposes. Even though the employees of the Department of Ecology may have assisted me in the preparation of the above application, all responsibility for the accuracy of the information rests with me, the applicant.

 Print Name
 (Applicant or authorized representative)

 Signature

 Date

 Print Name
 (Legal Owner or Part Owner Place of Use)

 Signature

 Date

 Print Name
 (Legal Owner or Part Owner Place of Use)

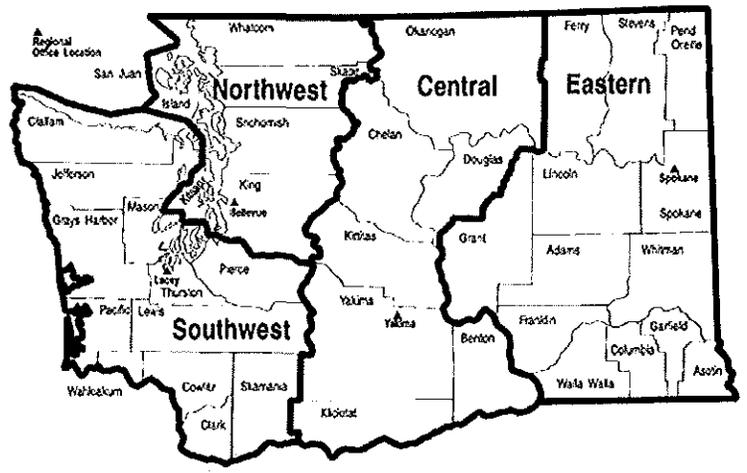
 Signature

 Date

Please check the region in which the project is located:

<p>*Submit your application to: DEPARTMENT OF ECOLOGY CASHIERING SECTION PO BOX 47611 OLYMPIA, WA 98504-7611</p>	<input checked="" type="checkbox"/> Central Regional Office 15 W Yakima Avenue, Suite 200 Yakima, WA 98902-3463 (509) 575-2490	<input type="checkbox"/> Eastern Regional Office 4601 N. Monroe Street Spokane, WA 99205-1265 (509) 329-3400
	<input type="checkbox"/> Northwest Regional Office 3190 – 160 th Avenue SE Bellevue, WA 98008-5452 (425) 649-7000	<input type="checkbox"/> Southwest Regional Office PO Box 47775 Olympia, WA 98504-7775 (360) 407-6300

If you have questions about your application, contact the Water Resources program at the regional office in which your project is located.



**EXHIBIT I – Draft Trust Water Right Agreement
(Big Creek Water Rights for New Mitigated Water Right Permits)**

**Trust Water Right Agreement
between Washington Department of Ecology
and New Suncadia, LLC**

(Big Creek)

DRAFT

This Trust Water Right Agreement is made and entered into as of the ____ day of _____, 2015, by and between the Washington State Department of Ecology, State Trust Water Right Program (“Ecology”) and New Suncadia, LLC (“Suncadia”).

RECITALS

A. Ecology is the trustee of the Yakima River Basin Trust Water Rights Program (“Trust Water Rights Program”) as authorized under Chapter 90.38 RCW and Chapter 90.42 RCW.

B. Suncadia is the owner and developer of real property in Kittitas County referred to in this Agreement as the “MPR and Bullfrog UGA properties.”

C. Suncadia is the owner of certain water rights from Big Creek more particularly described and quantified in Exhibit A (“Water Rights”) such exhibit being attached hereto and incorporated herein.

D. Suncadia’s Water Rights arise from Water Right Claim Number 00755, subject of a Conditional Final Order in Washington v. Acquavella, et al., Yakima County Superior Court Cause No. 77-2-01484-5.

E. Ecology issued reports of examination to transfer the purpose of use of the water rights to instream flows and transfer the water rights into the State Trust Water Right Program to offset the new use of water by Suncadia and third parties within the Yakima River basin.

F. Ecology and Suncadia executed a Trust Water Right Agreement, dated _____, 2015, detailing the roles and responsibilities of the parties.

G. Suncadia filed applications, Water Rights Tracking No. S4-35803 and G4-35804, for a new water right permit relying on the Water Rights, and other water rights owned by Suncadia as mitigation for the new use (“New Mitigated Water Right Permits”).

H. Suncadia wishes to place its Big Creek Water Rights into the Trust Water Right Program as mitigation for the New Mitigated Water Right Permits, mitigate for water uses established on the formerly appurtenant property as specified in the _____, 2015 Trust Water Right Agreement, and mitigate for third parties.

I. Subject to the terms of this Agreement and the Application, Ecology confirms that it is willing, able and authorized to hold the Water into the Trust Water Rights Program ("Water in Trust") as provided for herein.

J. Ecology and Suncadia desire to complete the process to convey the water right described in change authorization CS4-0755(A)CTCL and CS4-YRB02CC00755@2 dated May 10, 2002 to the Trust Water right Program.

AGREEMENT

Now, therefore, in consideration of the forgoing, the mutual covenants and undertakings as hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The purpose of this Agreement and the primary reason Suncadia is willing to place the Water into the Trust is to provide a senior water right as off-setting mitigation that will allow Suncadia to apply for and receive new groundwater withdrawal and surface water diversionary permits for the MPR and Bullfrog UGA properties, mitigate for water uses established on the formerly appurtenant property as specified in the ____, 2015 Trust Water Right Agreement, and mitigate for third parties. These new water rights will be mitigated by way of a permanent designation of such portion of Suncadia's beneficial interest in the Water in Trust as reasonably required to ensure no impairment to TWSA or other water right.

2. Within 30 days of the close of any appeal periods and no pending appeals, Suncadia shall grant, execute, record and deliver quit claim deeds for each of the Water Rights to Ecology. The term of this Agreement shall then be for so long as any portion of the Water remains in the Trust (the "Term").

3. Suncadia, or its assigns, shall monitor and measure streamflow for Big Creek by installing, operating and maintaining a gage.

4. Ecology shall hold and manage the Water in Trust pursuant to chapters 90.38 RCW and 90.42 RCW and this Agreement as a part of the total water supply available ("TWSA") in the Yakima River. Ecology:

4.1 Shall take no position and make no assertions that the quantities and beneficial use of the Water is other than as stated in Exhibit A.

4.2 Shall, in addition to the protections against relinquishment in chapters 90.38 RCW and 90.42 RCW, at all times during the Term manage, maintain, preserve and protect for the benefit of Suncadia and its successors, designees and assigns all aspects and attributes of the Water, including, but not limited to, the priority date, the total diversionary right, instantaneous quantity, and annual consumptive quantity from impairment, challenges, claims and relinquishment.

4.3 Except as provided herein or agreed to by the parties in a separate agreement, Ecology shall not assess or charge Suncadia any costs or fees for maintaining the Water in Trust.

5. In keeping with the purpose of this Agreement and as a material part of the consideration for this Agreement upon which its execution is dependent:

5.1 Suncadia makes the following undertakings, representations and warranties to Ecology:

5.1.1 New Suncadia, LLC is a Delaware limited liability company; owner of the Water listed in Exhibit A, and duly authorized to enter into this Agreement.

5.1.2 Each individual executing this Agreement on behalf of Suncadia is duly authorized to execute and deliver this Agreement.

5.1.3 Upon its full execution, this Agreement is binding upon Suncadia in accordance with its terms.

5.1.4 Suncadia shall use best efforts to fully and timely perform the obligations and actions contemplated by this Agreement.

5.2 Ecology makes the following undertakings, representations and warranties to Suncadia:

5.2.1 Ecology is authorized and fully able to enter into and perform all its obligations in this Agreement according to its terms.

5.2.2 Each individual executing this Agreement on behalf of Ecology is duly authorized to execute and deliver this Agreement.

5.2.3 Upon its full execution, this Agreement is binding upon Ecology in accordance with its terms.

5.2.4 Ecology shall use its best efforts to fully and timely perform its obligations and actions contemplated by this Agreement, and the obligations and actions under this Agreement shall not be unlawfully withheld.

6. Except as provided in this Section, if any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect. If a provision hereof is determined to be void or unenforceable by a court of competent jurisdiction and such provision was an essential part of the consideration given to support this Agreement, then this instrument shall either be reformed by such court to ensure fulfillment of the parties' purposes herein or be rescinded in its entirety and equity done. In no event shall the termination of this Agreement alter or affect any Water previously allocated for mitigation through permits granted relative to New Applications and water budget neutral determinations.

6.4 Each party shall be responsible for their own costs associated with ending the trust water right relationship in an orderly manner.

7. This Agreement may be assigned in whole or in part by Suncadia upon the giving of written notice to Ecology. This Agreement is binding upon and inures to the benefit of the parties to the Agreement as well as upon and to the benefit of their respective heirs, personal representatives, assigns and other successors in interest.

8. Any notice or communication required by this Agreement between Suncadia and Ecology shall be given to the addresses set forth below:

To Ecology: Water Resources Section Manager
Washington Department of Ecology
Central Regional Office
1250 West Alder Street
Union Gap, WA 98903-0009

To New Suncadia, LLC 770 Suncadia Trail
Cle Elum, WA 98922

With copies to: Mentor Law Group, PLLC
Attn.: Joe Mentor, Jr.
315 Fifth Avenue S., Suite 1000
Seattle Washington 98104
Telephone: (206) 838-7650
Facsimile: (206) 838-7655

10. If any party fails to exercise its rights under this Agreement, it will not be precluded from subsequent exercise of its rights under this Agreement. A failure to exercise rights will not constitute a waiver of any other rights under this Agreement, unless stated in a letter signed by an authorized representative of the party and attached to the original Agreement.

11. Amendments to this Agreement shall be in writing and signed by an authorized representative of each of the parties.

12. The parties agree to defend the terms of this Agreement, including any measures taken for its implementation.

13. This Agreement will be governed and enforced under the laws of the State of Washington. Venue for any action arising under or related to this Agreement shall be in Kittitas County, Washington.

This Agreement is executed as of the date first above written.

Signatures on the following page.

WASHINGTON DEPARTMENT OF ECOLOGY

By: _____
Tom Loranger
Manager
Water Resources Program
Date: _____

NEW SUNCADIA, LLC,
a Delaware limited liability company

By: Suncadia Operating Member, LLC
a Delaware limited liability company,
its managing member

By: LDD Suncadia Manager, Inc.,
a Delaware corporation,
its manager

By: _____
Paul Eisenberg,
Senior Vice President
Date: _____

By: _____
Gary Kittleson
Vice President
Date: _____

EXHIBIT A
(Suncadia's Water Rights subject to this Agreement)

Water Right Authorization: CS4-YRB02CC00755@2
CS4-YRN02CC00755@2

Source: Big Creek

Current Use: Instream Flows for Mitigation Purposes

Period of Use: May 1 to August 31

Place of Use: Within Big Creek downstream from the existing point of diversion and Yakima River downstream of confluence with Big Creek.

Points of Diversion: Existing diversion is located 1100 feet north and 750 feet east from the south quarter corner of Section 29, within SW1/4SE1/4 of Section 29, T. 20N, R. 14 E.W.M.

Priority Date: June 30, 1887

Annual Quantity: 127.22 AF/yr
(Consumptive Use)

Instantaneous Quantity:
(Cubic feet per second)

**EXHIBIT J – Draft Trust Water Right Agreement
(Big Creek, Teanaway River, Swauk Creek and First Creek Water Rights)**

**Trust Water Right Agreement
between Washington Department of Ecology
and New Suncadia, LLC**

Teanaway River, Swauk Creek and First Creek Water Rights

DRAFT

This Trust Water Right Agreement is made and entered into as of the ___ day of _____, 2015, by and between the Washington State Department of Ecology, State Trust Water Right Program ("Ecology") and New Suncadia, LLC ("Suncadia").

RECITALS

A. Ecology is the trustee of the Yakima River Basin Trust Water Rights Program ("Trust Water Rights Program") as authorized under Chapter 90.38 RCW and Chapter 90.42 RCW.

B. Suncadia is the owner and developer of real property in Kittitas County referred to in this Agreement as the "MPR and Bullfrog UGA properties."

C. Suncadia is the owner of certain water rights from the Teanaway River, Swauk Creek and First Creek, more particularly described and quantified in Exhibit A ("Water Rights") such exhibit being attached hereto and incorporated herein.

D. Suncadia's Water Rights arise from Court Claim Numbers 02255, 01685, 00648, and are subject of a Conditional Final Order in Washington v. Acquavella, et al., Yakima County Superior Court Cause No. 77-2-01484-5.

E. Ecology issued reports of examination to transfer the purpose of use of the water rights to instream flows and ultimately transfer the water rights into the State Trust Water Right Program to offset the new use of water by Suncadia under the water management plan and third parties within the Yakima River basin.

F. Ecology and Suncadia executed a Trust Water Right Agreement, dated XXXX ___, 2015, detailing the roles and responsibilities of the parties.

G. Ecology and Suncadia desire to complete the process to convey the water rights described in Exhibit A to Ecology's Trust Water Right Program.

H. Subject to the terms of this Agreement, Ecology confirms that it is willing, able and authorized to hold the Water Rights in the Trust Water Rights Program ("Water in Trust") as provided for herein.

AGREEMENT

Now, therefore, in consideration of the forgoing, the mutual covenants and undertakings as hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The purpose of this Agreement and the primary reason Suncadia is willing to place the Water into the Trust is to fulfill conditions of water right changes CS4-01724(A)CTCL, CS4-01724(B)CTCL, CS4-01724(C)CTCL, CS4-YRB07CC01724@1, CS4-YRB07CC01724@2, and CS4-YRB07CC01724@3, CS4-YRB07CC01724@4, CS4-YRB07CC01724@5, and CS4-YRB07CC01724@6 which provide MPR and Bullfrog UGA properties' base water supply.

2. Suncadia and Ecology agree the Water Rights referenced in Exhibit A can provide senior water right as off-setting mitigation for certain new or existing water uses in accordance with the uses described below. The Water Rights may be used by Suncadia or third parties for new and existing water uses. Suncadia or third parties may apply to Ecology to receive approval for new ground water withdrawal, surface water diversionary permits, or water budget neutral determinations within the Yakima River basin. If Ecology determines the Water Rights adequately offset impacts to the Yakima River's Total Water Supply Available (TWSA) as well as any local impairment concerns, Ecology will issue new water right permits or water budget neutral determinations. These new water rights will be mitigated by way of a permanent designation of such portion of Suncadia or a third party's beneficial interest in the Water in Trust as reasonably required to ensure no impairment to TWSA or other water rights; provided that any portion of such mitigation may also be provided by other means.

3. Within 30 days of executing this Agreement and the close of any appeal periods and no pending appeals, Suncadia shall grant, execute, record and deliver quit claim deeds for each of the Water Rights to Ecology therefore placing the Water in Trust. The term of this Agreement shall then be for so long as any portion of the Water Rights remain in the Trust (the "Term").

4. Following the recording of the quit claim deeds, Suncadia and Ecology may begin the process of designating parties to receive mitigation credit based upon the Water in Trust. Suncadia may designate a temporary beneficial use for the portion of the Water in Trust that is not yet assigned as mitigation credit for development activities as provided in this agreement. The process for Suncadia to identify recipients of mitigation credit and for Ecology to issue mitigated permits or water budget neutral determinations is as follows:

4.1 Suncadia may propose or Suncadia may enter into a contract with a third party to provide a portion of the Water in Trust as mitigation on such terms consistent with this Agreement as Suncadia may elect. Suncadia or such third party shall make to Ecology (or, if appropriate, to a water conservancy board) a request for determination of water budget neutrality or application for water right permit mitigated by the Water in Trust to appropriate surface or ground water at the desired location and for the intended use and quantities, together with all regularly required supporting information.

4.2 Upon receipt of a complete request for determination of water budget neutrality or application for water right permit, Ecology shall accept and timely process it under RCW 90.03.260-.340 and Chapter 90.44 RCW utilizing such portion of the Water in Trust together with any other proposed mitigation measures, shall reasonably offset the impacts of such new withdrawal.

5. Suncadia, or its assigns, shall monitor and measure streamflow for any tributary to the extent the Water in Trust from the tributary are used to mitigate for new consumptive purposes by installing, operating and maintaining gages. The obligation to monitor and measure streamflow and all of its related costs shall be fully assignable to third parties relying on Water in Trust from the tributaries.

6. During the Term and in its capacity as a fiduciary, Ecology shall hold and manage the Water in Trust pursuant to chapters 90.38 RCW and 90.42 RCW and this Agreement as a part of the total water supply available ("TWSA") in the Yakima River. Ecology:

6.1 Shall take no position and make no assertions that the quantities and beneficial use of the Water is other than as stated in the reports of examination referenced in Exhibit A.

6.2 Shall, in addition to the protections against relinquishment in chapters 90.38 RCW and 90.42 RCW, at all times during the Term manage, maintain, preserve and protect for the benefit of Suncadia and its successors, designees and assigns all aspects and attributes of the Water, including, but not limited to, the priority date, the total diversionary right, instantaneous quantity, and annual consumptive quantity from impairment, challenges, claims and relinquishment;

6.3 Shall process all requests for determination of water budget neutrality or applications for water right permit where portions of the Water in Trust is proposed as mitigation and shall take all steps necessary to comply with any restrictions imposed by other agreements to which Ecology may be subject, including, but not limited to memorandums of agreement and groundwater moratoriums or subsequently enacted water right processing rules;

6.4 Shall not assess or charge Suncadia any costs or fees for maintaining the Water in Trust; provided that Ecology may charge third parties its regular costs and fees for water right applications, assignments, transfers and investigations or costs attributable to processing new water right applications or water budget neutral determinations as provided under this agreement.

7. In keeping with the purpose of this Agreement and as a material part of the consideration for this Agreement upon which its execution is dependent:

7.1 Suncadia makes the following undertakings, representations and warranties to Ecology:

7.1.1 New Suncadia, LLC is a Delaware limited liability company; owner of the Water Right listed in Exhibit A, and duly authorized to enter into this Agreement.

7.1.2 Each individual executing this Agreement on behalf of Ecology is duly authorized to execute and deliver this Agreement.

7.1.3 Upon its full execution, this Agreement is binding upon Suncadia in accordance with its terms.

7.1.4 Suncadia shall use best efforts to fully and timely perform the obligations and actions contemplated by this Agreement.

7.2 Ecology makes the following undertakings, representations and warranties to Suncadia:

7.2.1 Ecology is authorized and fully able to enter into and perform all its obligations in this Agreement according to its terms.

7.2.2 Each individual executing this Agreement on behalf of Ecology is duly authorized to execute and deliver this Agreement.

7.2.3 Upon its full execution, this Agreement is binding upon Ecology in accordance with its terms.

7.2.4 Ecology shall use its best efforts to fully and timely perform its obligations and actions contemplated by this Agreement, and the obligations and actions under this Agreement shall not be unlawfully withheld.

8. Except as provided in this Section, if any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect. If a provision hereof is determined to be void or unenforceable by a court of competent jurisdiction and such provision was an essential part of the consideration given to support this Agreement, then this instrument shall either be reformed by such court to ensure fulfillment of the parties' purposes herein or be rescinded in its entirety and equity done, including the following: 8.1 Suncadia shall identify all in-process designation agreements and inform Ecology of their status. Suncadia shall not make representations regarding in-process designations and shall in each instance work with Ecology to determine whether an assignment should be completed. If Ecology agrees, the request for determination of water budget neutrality, applications for water right permit or assignment requests will be completed promptly in accordance with applicable policies, rules, and law.

8.2 Ecology shall promptly convey to Suncadia or designee the portion of the Water in Trust not yet designated and assigned as mitigation for individual ground water and surface water permits. If any reserve has been set aside to address uncertainty associated with the then-existing mitigated permits, Ecology will retain such reserve until it is either assigned to individual permits or Ecology determines some or all of the reserve

is unnecessary. Any reserve not needed shall be promptly conveyed by Ecology to Suncadia.

8.3 Each party shall be responsible for their own costs associated with ending the trust water right relationship in an orderly manner.

8.3 Pursue any other remedy now or hereafter available.

8.4 In no event shall the termination of this Agreement alter or affect any Water in Trust previously allocated for mitigation through permits granted relative to New Applications and water budget neutral determinations.

9. This Agreement may be assigned in whole or in part by Suncadia upon the giving of written notice to Ecology. This Agreement is binding upon and inures to the benefit of the parties to the Agreement as well as upon and to the benefit of their respective heirs, personal representatives, assigns and other successors in interest.

10. Any notice or communication required by this Agreement between Suncadia and Ecology shall be given to the addresses set forth below:

To Ecology: Water Resources Section Manager
Washington Department of Ecology
Central Regional Office
1250 West Alder St
Union Gap, WA 98903-0009

To New Suncadia, LLC 770 Suncadia Trail
Cle Elum, WA 98922

With copies to: Mentor Law Group, PLLC
Attn.: Joe Mentor, Jr.
315 Fifth Avenue S., Suite 1000
Seattle Washington 98104
Telephone: (206) 838-7650
Facsimile: (206) 838-7655

11. If any party fails to exercise its rights under this Agreement, it will not be precluded from subsequent exercise of its rights under this Agreement. A failure to exercise rights will not constitute a waiver of any other rights under this Agreement, unless stated in a letter signed by an authorized representative of the party and attached to the original Agreement.

12. Amendments to this Agreement shall be in writing and signed by an authorized representative of each of the parties.

13. The parties agree to defend the terms of this Agreement, including any measures taken for its implementation.

14. This Agreement will be governed and enforced under the laws of the State of Washington. Venue for any action arising under or related to this Agreement shall be in Kittitas County, Washington.

Signatures on the following page

This Agreement is executed as of the date first above written.

WASHINGTON DEPARTMENT OF ECOLOGY

By: _____
Tom Loranger
Manager
Water Resources Program
Date: _____

NEW SUNCADIA, LLC,
a Delaware limited liability company

By: Suncadia Operating Member, LLC
a Delaware limited liability company,
its managing member

By: _____
Paul Eisenberg,
Senior Vice President
Date: _____

By: LDD Suncadia Manager, Inc.,
a Delaware corporation,
its manager

By: _____
Gary Kittleson
Vice President
Date: _____

EXHIBIT A
(Water Rights subject to this Agreement)

Table 1 - Tributary Applications for Change								
Application No.	Court Claim No.	Claimant Name	Priority Date	Source	Qi (cfs)	Qa (AF/yr)	Irrigated Acres	Period of Use
CS4-00648(A)CTCL	00648	FCWUA	Nov 2, 1877	First Creek	0.78	112.1	23.42	April 1-Oct 15
CS4-YRB04CC00648	00648	FCWUA	Nov 2, 1877	First Creek	1.56	239.9	46.48	April 1-Oct 15
CS4-00648(B)CTCL	00648	FCWUA	June 1, 1881	First Creek	1.82	278.83	54.65	April 1-Oct 15
CS4-YRB04CC00648@1	00648	FCWUA	June 1, 1881	First Creek	3.64	542.27	108.45	April 1-Oct 15
<i>First Creek Subtotal:</i>					7.8	1,173.1	233	
CS4-01685(C)CTCL	01685	Hartman	June 30, 1878	Swauk Creek	0.28	50	6.67	April 1-Oct 15
CS4-YRB04CC01685@1	01685	Hartman	June 30, 1878	Swauk Creek	0.57	100	13.33	April 1-Oct 15
CS4-01685(D)CTCL	01685	Hartman	Sept 20, 1889	Swauk Creek	1.07	187.5	25	April 1-Oct 15
CS4-YRB04CC01685	01685	Hartman	Sept 20, 1889	Swauk Creek	2.13	375	50	April 1-Oct 15
<i>Swauk Creek Subtotal:</i>					4.05	712.5	95	
CS4-02255 (A) CTCL	02255	Walker	June 30, 1883	Teanaway River	0.42	113.73	21	May 1-Sept 15
CS4-YRB03CC02255	02255	Walker	June 30, 1883	Teanaway River	0.84	227.47	42.0	May 1-Sept 15
CS4-02255(B)CTCL	02255	Walker	June 30, 1883	Teanaway River	0.47	126.33	23.33	May 1-Sept 15
CS4-YRB03CC02255@1	02255	Walker	June 30, 1883	Teanaway River	0.93	252.67	46.67	May 1-Sept 15
CS4-02255(C)CTCL	02255	Walker	June 30, 1883	Teanaway River	0.03	7.2	1.33	May 1-Sept 15
YRB03CC02255@2	02255	Walker	June 30, 1883	Teanaway River	0.05	14.4	2.67	May 1-Sept 15
CS4-02255(D)CTCL	02255	Walker	June 30, 1890	Teanaway River	0.23	61.2	11.33	May 1-Sept 15
CS4-YRB03CC02255@3	02255	Walker	June 30, 1890	Teanaway River	0.45	122.4	22.67	May 1-Sept 15
CS4-02255(E)CTCL	02255	Walker	June 30, 1898	Teanaway River	0.09	23.04	4.27	May 1-Sept 15
CS4-YRB03CC02255@4	02255	Walker	June 30, 1898	Teanaway River	0.17	46.08	8.53	May 1-Sept 15
CS4-02255(F)CTCL	02255	Walker	June 30, 1898	Teanaway River	0.03	7.2	1.33	May 1-Sept 15
CS4-YRB03CC02255@5	02255	Walker	June 30, 1898	Teanaway River	0.05	14.4	2.67	May 1-Sept 15
<i>Teanaway River Subtotal:</i>					3.76	1,016.12	187.8	