

Trust Water Right Agreement (SwiftWater Ranch)

This Trust Water Right Agreement ("Agreement") is made and entered into as of the 12th day of April 2011, by and between the Washington State Department of Ecology, State Trust Water Right Program ("Ecology") and SwiftWater Ranch ("SwiftWater").

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

Whereas, SwiftWater is the owner of certain water rights on the Teanaway River as more particularly described and quantified in Exhibit A (the "Water") and presently appurtenant to the land that is legally described in Exhibit A (the "Land"); and

Whereas, SwiftWater submitted Trust Water Right Applications to Ecology, WRTS File Nos. CS4-02255(A)CTCL@2, CS4-02255(B)CTCL@2, and CS4-02255(C)CTCL@2 (collectively, 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 the permitting of new water rights to be used for any lawful purpose 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").

Whereas, subject to the terms of this Agreement and the Application, Ecology 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. **Purpose.** The purpose of this Agreement and the primary reason that SwiftWater is willing to place the Water into the Trust is to provide a senior water right as off-setting mitigation that will allow SwiftWater, or third parties acceptable to SwiftWater, to apply for and receive new ground water withdrawal or surface water diversionary permits within the Yakima River basin, particularly within Upper Kittitas County. These new water rights will be mitigated by way of a permanent designation of such portion of SwiftWater'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.
2. **Closing.** 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 with an escrow agent mutually agreeable to both parties (the "Escrow Agent") 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: (a) mutual execution of all agreements and documents contemplated by or collateral to this Agreement; (b) SwiftWater's deposit of an executed quitclaim deed subject to a condition subsequent in recordable form of the Water to the Trust substantially in the form of Exhibit B 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 SwiftWater; and the expiration of all notice, comment and appeal periods related to the full implementation of this Agreement, the ROE, and the Certificate. SwiftWater shall pay any of the escrow costs, and the parties shall execute appropriate escrow instructions to the Escrow Agent.
 - 2.2. Upon closing the Escrow Agent shall record the Deed with the Kittitas County Auditor and/or such other places as may be appropriate and shall deliver the ROE and Certificate to SwiftWater.
3. **Groundwater Application.** Once this Agreement is executed, Ecology will promptly evaluate the extent to which the Water held in the Yakima Pilot Water Bank will be suitable to mitigate the domestic uses proposed by SwiftWater under Application No. G4-35208 ("Groundwater Application").
 - 3.1 Ecology, pursuant to WAC 173-539A-080, shall timely process the Groundwater Application 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 C which, together with any other proposed mitigation measures, shall offset the impacts of the new withdrawal proposed under the Groundwater Application.
 - 3.2 Ecology shall complete a Water Transfer Working Group ("WTWG") project description and will present it to the WTWG for the Groundwater Application. Ecology may assign some or all of the Water to the Reclamation-Ecology storage and delivery exchange contract in order to provide appropriate mitigation for the Groundwater Application.
 - 3.3 Ecology shall investigate the Groundwater Application and prepare a Report of Examination recommending issuance or denial of a permit based on applicable policy, rules, and law. Ecology's review of the Groundwater Application shall also include the following considerations:
 - 3.3.1 With regard to domestic uses and so long as withdrawals are metered to users; and the subject project is, or will be made, subject to covenants, conditions and restrictions which impose water use restrictions for both inside and outside purposes which will be recorded against the project; and reasonable water use enforcement provisions are provided; and return flows are provided for through an approved septic or other waste treatment facility reasonably designed to infiltrate treated water in the general area from which it is being

withdrawn, the allocation of Trust Water for mitigation shall be at a rate of not more than .392 acre-feet (350 gallons per day on a year round basis) per equivalent residential unit ("ERU"), or such greater amount as required by the Kittitas County Department of Health for serving a residential dwelling.

3.3.2 If issued, Ecology's permit relative to the Groundwater Application 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.

3.3.3 If the Water is deemed adequate to fully mitigate the Groundwater Application, then, upon receipt of final approval from Kittitas County of its land use applications for development of the real property that is the intended place and purpose of use of the Groundwater Application, and exhaustion of all applicable appeal periods thereof, SwiftWater shall execute such documentation as necessary to irrevocably and perpetually commit the Water to Trust for purposes of offsetting the Groundwater Application.

3.4 If Ecology intends to issue an ROE for the Groundwater Application, it will publish the draft ROE on its internet site. If the form and substance is acceptable to SwiftWater, SwiftWater shall cause an escrow to be opened for such transaction at the Escrow Agent. 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; the giving of all requisite public notices for actions contemplated by such transaction; Ecology's deposit of the ROE and the new water right permits associated with the Groundwater Application, each in form and content acceptable to SwiftWater; the expiration of all notice, comment and appeal periods related to the full implementation of this Agreement, the ROE, and the new water right permits; and the deposit of all monies, documents and things relevant and necessary to conclude the transaction between SwiftWater and Ecology. SwiftWater may, at any time prior to closing of escrow and without cause or penalty, withdraw the Groundwater Application, limit or withhold any allocation of any portion of the Water to such transaction, or terminate this Agreement, all as further described below.

4. **Uncommitted Trust Water Rights.** With respect to any Water that has not been irrevocably committed to the Trust as mitigation water to offset and allow for the permitting of new water rights, SwiftWater may, at any time and its sole discretion:

4.1 Withdraw from the Trust all of the Water concurrent with cancellation of the Groundwater Application and any permits issued thereunder, and utilize, transfer, sell, or otherwise appropriate the Water consistent with applicable law.

4.2 Withdraw from the Trust that portion of the Water that is not required for mitigation of the Groundwater Application.

- 4.3 Enter into third party agreements for Water in the Trust that is in excess of that required as mitigation for the Groundwater Application, all as consistent with the process set forth in Section 5, below.
- 4.4 Cancel or modify the Groundwater Application and enter into third party agreements for all Water in the Trust, consistent with the process set forth in Section 5, below.
5. **Third Party Sales.** The process for SwiftWater's sale of any uncommitted Water in Trust to third parties, and the corresponding issuance of mitigated permits or water budget neutrality determinations by Ecology, shall be as follows:
 - 5.1 SwiftWater will propose or 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 SwiftWater may elect, SwiftWater or such third party shall make applications to Ecology (or, if appropriate, to a water conservancy board) for a water budget neutrality determination or to appropriate surface or ground water at the desired location and for the intended use and quantities, together with all regularly required supporting information (each, hereinafter a "New Application"). As part of the New Application, Ecology will assist in designating the specific quantity of the Water in Trust as required to offset the consumptive loss associated with the uses described on the New Application.
 - 5.2 Ecology will process the New Application in accordance with applicable law, 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.
 - 5.3 If necessary or appropriate, 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 that SwiftWater or the third party applicant designates would be assigned to the Reclamation-Ecology storage and delivery exchange contract.
 - 5.4 Ecology will investigate the New Application and recommend issuance or denial of a permit or a determination of water budget neutrality based on applicable policy, rules, and law. Ecology's review of New Application shall also include the following considerations:
 - 5.4.1 In order to develop and confirm performance standards as set forth in any respective report of examination or determination of water budget neutrality, Ecology and 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.

- 5.4.2 With regard to domestic uses and so long as withdrawals are metered to users; and the subject project is, or will be made, subject to covenants, conditions and restrictions which impose water use restrictions for both inside and outside purposes which will be recorded against the project; and reasonable water use enforcement provisions are provided; and return flows are provided for through an approved septic or other waste treatment facility reasonably designed to infiltrate treated water in the general area from which it is being withdrawn, the allocation of Trust Water for mitigation shall be at a rate of not more than .392 acre-feet (350 gallons per day on a year round basis) per equivalent residential unit ("ERU"), or such greater amount as required by the Kittitas County Department of Health for serving a residential dwelling.
- 5.4.3 Ecology's permit or determination of water budget neutrality relative to a New Application 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.
- 5.4.4 If issued, Ecology's permit or determination of water budget neutrality relative to a New Application 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.
- 5.4.5 If all or a portion of the Water is deemed adequate to fully mitigate a New Application, then the third party, upon receipt of final approval from Kittitas County of its land use applications for development of the real property that is the intended place and purpose of use of the New Application, and exhaustion of all applicable appeal periods thereof, the third party applicant (beneficiary of the Water) shall execute such documentation as necessary to irrevocably and perpetually commit the Water to Trust for purposes of offsetting the New Application.
- 5.5 If Ecology intends to issue an ROE for a New Application, it will publish the draft ROE on its internet site. If Ecology intends to issue a determination of water budget neutrality, it shall notify SwiftWater. If the form and substance of the draft ROE or water budget neutrality determination is acceptable to SwiftWater or the third party, SwiftWater or the third party applicant promptly shall cause an escrow to be opened for such transaction at the Escrow Agent. All escrow costs shall be borne by SwiftWater Ranch, or as otherwise set forth in the written escrow instructions or sale agreement between SwiftWater and the third party. SwiftWater and any third party having the right to do so under an agreement with SwiftWater, may, at any time prior to closing of escrow and without cause or penalty, withdraw the New Application or otherwise prevent any allocation of any portion of the Water to such transaction.

6. **Management of Trust Water.** During the Term and in its capacity as a fiduciary, Ecology shall hold and manage the Water in trust pursuant to chapter 90.38 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 for Trust Water Right Application Nos. CS4-02255(A)CTCL@2, CS4-02255(B)CTCL@2, and CS4-02255(C)CTCL@2, and this representation shall also apply to any Water removed from the Trust;
 - 6.2 Shall, in addition to the protections against relinquishment in RCW 90.14.140(2)(h), at all times during the Term manage, maintain, preserve and protect for the benefit of SwiftWater 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, as expeditiously as reasonable, process the Groundwater Application and any New Application where all or a portion 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; and
 - 6.4 Shall not assess or charge SwiftWater any costs or fees for maintaining the Water in the Trust. The foregoing shall not be construed to prohibit Ecology from charging: its regular, published costs and fees for water right applications, transfers and investigations; costs attributable to assignment of a portion of the Water to Ecology's USBR contract for storage and exchange contract; and fees associated with assignment of Water in the Trust to offset impacts associated with the Groundwater Application or any New Application.
7. **Representations and Warranties.** 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 SwiftWater makes the following undertakings, representations and warranties to Ecology:
 - 7.1.1 SwiftWater is a Washington limited liability company authorized and fully able to enter into and perform all its obligations in this Agreement according to its terms.
 - 7.1.2 Upon its full execution, this Agreement is binding upon SwiftWater in accordance with its terms.
 - 7.1.3 SwiftWater shall use its best efforts to fully and timely perform its obligations and actions contemplated by this Agreement.

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

7.2.1 Ecology is a division of the State of Washington duly formed and 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.

8. **Termination; Default.** SwiftWater shall have the right at any time to withdraw the Applications, terminate this Agreement and remove from the Trust any portion of the Water that has not been permanently allocated as mitigation of other water uses as set forth in this Agreement. In such event, Ecology shall promptly execute a Statutory Warranty Deed transferring the Water from the Trust to SwiftWater. 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:

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

8.1.1 SwiftWater shall identify all in-process designation agreements and inform Ecology of their status. SwiftWater 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 permit process will be completed promptly in accordance with applicable policies, rules, and law.

8.1.2 Ecology shall promptly convey to SwiftWater or its designee the portion of the Water not yet irrevocably designated and assigned as mitigation for individual ground water and surface water permits.

8.1.3 Each party shall be responsible for its own costs associated with terminating this Agreement and ending the trust water right relationship in an orderly manner.

8.2 Pursue any other remedy now or hereafter available.

8.3 In no event shall the termination of this Agreement alter or affect any Water previously allocated for mitigation or permits granted relative to any New Application or the Groundwater Application.

9. **Assignment.** This Agreement may be assigned by SwiftWater 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. **Notices.** Any notice or communication required by this Agreement between SwiftWater 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 SwiftWater Ranch:
Attn. David Gleason
6152 NE 3rd Court
Renton, Washington 98059

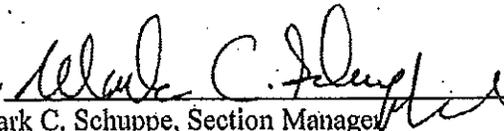
With copy to:
Shallbetter Law
3201 Airport Road
Cle Elum, WA 98922
(509) 674-3836

11. **Severability.** 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 8.1, the party finding itself unable to enforce the provision may, at its sole discretion, declare this entire Agreement to be null and void.
12. **Waiver.** 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.
13. **Amendments.** Amendments to this Agreement must be in writing and signed by an authorized representative of each of the parties.

14. **Reciprocal Indemnification.** Each party shall protect, defend, indemnify, and hold the other hold harmless from and against their respective acts and omissions and for all third party claims arising out of or related to this Agreement.
15. **Applicable Law.** 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 STATE DEPARTMENT OF ECOLOGY

By 
Mark C. Schuppe, Section Manager
Water Resources Program, CRO

SWIFTWATER RANCH, LLC
A Washington Limited Liability Company

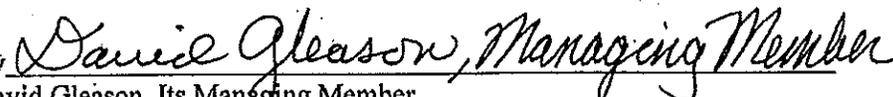
By 
David Gleason, Its Managing Member

EXHIBIT A
Water Rights 02255(A), 02255(B), and 02255(C)
and Land to Which Water Rights are Appurtenant

2255 (A) "Renee Lynn Peare Irrevocable Trust": 0.286 cfs, 25.77 AFY for irrigation of 14.32 acres and 0.016 AFY for stock water between May 1 and September 15 in that portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, T. 20 N., R. 16 E.W.M., lying south of State Route 970 coincident with parcel 5 as described and/or delineated on that certain survey as recorded October 16, 2001 in Book 26 of Surveys, pages 206 and 207, under Auditor's File No. 200110160025, records of Kittitas County, State of WA, being a portion of the SW $\frac{1}{4}$ of Section 26 and a portion of the NW $\frac{1}{4}$ of Section 35, all in T. 20 N., R. 16 E.W.M., in Kittitas County.

2255 (B) "Kerri Farnum Irrevocable Trust": 0.04 cfs, 3.60 AFY for the irrigation of 2 acres from May 1 to September 15 in that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, T. 20 N., R. 16 E.W.M., lying northeasterly of the Teanaway River and northerly of a pond located on the property coincident with Parcels 3 and 4 as described and/or delineated on that certain Survey as recorded October 16, 2001, in Book 26 of Surveys, pages 206 and 207, under Auditor's File No. 200110160025, records of Kittitas County, State of WA, being a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35, all in T. 20 N., R. 16 E.W.M., in Kittitas County.

2255 (C) "Renee Lynn Peare Irrevocable Trust": 0.034 cfs, 3.02 AFY for irrigation of 1.68 acres from May 1 to September 15 in that portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, T. 20 N., R. 16 E.W.M lying south of State Route 970 coincident with parcels 3 and 4 as described and/or delineated on that certain survey as recorded October 16, 2001 in Book 26 of Surveys, pages 206 and 207, under Auditor's File No. 200110160025, records of Kittitas County, Sate of WA; being that portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35, all in T. 20 N., R. 16 E.W.M., in Kittitas County.

**EXHIBIT B
FORM OF DEED**

Upon Recording Return to:

Traci Shallbetter
Shallbetter Law
3201 Airport Road
Cle Elum, WA 98922

DOCUMENT TITLE: WATER RIGHT QUITCLAIM DEED

GRANTOR: SWIFTWATER RANCH, LLC
 A Washington Limited Liability Company

GRANTEE: Washington State Department of Ecology
 State Trust Water Right Program

LEGAL DESCRIPTION OF PROPERTY ASSOCIATED WITH WATER RIGHTS:

Claim No. 2255(A): Portion of the SW ¼ SW ¼ of Sec. 26, T20N, R16E., W.M. lying south of SR970, coincident with Parcel 5, as delineated on the Survey recorded in Book 26 of Surveys, pages 206-207, Auditor's File No. 200110160025, records of Kittitas County, Washington, being a portion of the SW¼ of Section 26 and the NW¼ of Section 35, all in T20N, R 16E., W.M., Kittitas County, Washington.

Claim No. 2255(B): Portion of the N½ NE¼ NE¼ of Section 34, T20N, R16E, W.M., lying northeasterly of the Teanaway River and northerly of a pond located on the property, coincident with Parcels 3 and 4 as described on that certain Survey recorded in Book 26 of Surveys, pages 206 and 207, under Auditor's File No. 200110160025, records of Kittitas County, State of Washington, being a portion of the SW ¼ SW ¼ of Section 26, SE ¼ SE ¼ of Section 27, the NE ¼ NE ¼ of Section 34, and the NW¼NW¼ of Section 35, all in T20N, R16E.W.M. in the County of Kittitas, State of WA.

Claim No. 2255(C): Portion of the SW ¼ SW ¼ of Section 26, T20N, R16E, W.M., lying south of SR 970, coincident with Parcels 3 and 4 as described on that Survey recorded in Book 26 of Surveys, pages 206 and 207, under Auditor's File No. 200110160025, records of Kittitas County, State of Washington, being a portion of the SW ¼ SW ¼ of Section 26, the SE ¼ SE ¼ of Section 27, the NE¼ NE¼ of Section 34, and the NW¼ NW¼ of Section 35, all in T20N, R16E., W.M., in the County of Kittitas, Washington.

ASSESSOR'S TAX PARCEL NOS.:

20-16-26060-0001	20-16-26060-0002
20-16-26060-0003	20-16-26060-0004
20-16-26060-0005	20-16-26060-0006
20-16-26060-0007	20-16-26060-0008
20-16-35050-0008	20-16-35050-0007
20-16-35050-0005	20-16-35050-0003
20-16-35050-0004	20-16-35050-0001

EXHIBIT C
CONSUMPTIVE QUANTITIES
ASSOCIATED WITH Water Rights 02255(A), 02255(B), and 02255(C)

02255(A): 24.20 AFY
02255(B): 3.38 AFY
02255(C): 2.84 AFY

**EXHIBIT D
QUANTITY ALLOCATIONS FOR MITIGATION WATER**

Consumptive Water Use Calculator

Percentage of Water Consumed by Type	% Consumed
Water Use	36%
In-house Use with a On-site Septic System	30%
In-house Use Hooked up to a Sanitary Septic System	20%
Outdoor Use (Irrigation)	9%

How Much Water Do I need?	Number of Connections	Amount of water per Connection (gallons per day)
In-house Use with a On-site Septic System	1	350
In-house Use Hooked up to a Sanitary Septic System	0	350

Outdoor Use	Number of Square Feet	Number of Acres	Amount of Water per Acre (ac-ft)
Irrigation	21,730	0.500	1.85

* This value is based on an irrigation requirement for pasture/for in the Clatsop County area and an irrigation efficiency of 80% consistent with WAC 173-539A.

TOTAL CONSUMED	TOTAL USE
Consumptive Water Use (ac-ft)	Water Use (ac-ft)
0.115	0.392
0.000	0.000
Consumptive Water Use (ac-ft)	Water Use (ac-ft)
0.949	0.543
Total Consumptive Water Use (ac-ft)	Total Water Use (ac-ft)
0.967	1.335

The total consumptive water use is based on the assumptions in WAC 173-539A.

Total water use is the quantity of water required for the project.