



Washington State
Department of Transportation
North Central Region - Utilities Office
P.O. Box 98
Wenatchee, WA 98801-0098

Application for General Permit

Permit No. 7839

Applicant - Please print or type all information

Application is Hereby Made For: ☒ General Permit (No Fee)

☐ General Permit \$2.50 (Subject to RCW 47.12.140(2))

Reimb. Acct. _____

Intended Use of State Right of Way is to Construct, Operate, and Maintain a:

A pressurized irrigation pipe system within their existing canal right of way which is also located in and out of
WSDOT R/W between MP 115.23 Rt. to MP 117.22. Work will also include the removal of the Diversion Dam and
current intake located at approx. MP 114.53, 135' Rt. of highway centerline.

on a portion of State Route 2 (at/from) MilePost 114.53 to Mile Post 117.22 in Chelan County,
to begin in the NE 1/4 NW 1/4 Section 14 Township 23 North: Range 19 West/East W.M.
and end in the SW 1/4 NE 1/4 Section 19 Township 23 North: Range 20 West/East W.M.

Fees in the amount of \$ 0 are paid to defray the basic administrative expense incident to the processing of this application according to RCW 47.12.140(2) and amendments. The applicant further promises to pay additional costs incurred by the Department on the behalf of the applicant.

Checks or Money Orders are to be made payable to "Washington State Department of Transportation."

Pioneer Water Users Association

Applicant (Referred to as Grantee)

2817 School St.

Address

Wenatchee

WA

98801

City

State

Zip Code

(509) 662-1005

Telephone

Gunn Ditch Pump Station & Pressure Pipe

Applicant Reference (WO) Number

Applicant Authorized Signature

Print or Type Name

Title

Dated this 28 day of August 2012

Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

The Washington State Department of Transportation referred to as the "Department," hereby grants this Permit subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof: Construction facilities proposed under this application shall begin within one year and must be completed within three years from date of approval.

For Department Use Only

Exhibits Attached

Exhibit A - Special Provisions, Pages 1-3.

Exhibit B - Informational copy of 1951 Relocation Agreement Agreement between the State of Washington and Pioneer Water Users, recorded under County Auditor's file No. 451563, to include 1952 Supplemental Agreement, pages 1-5.

Exhibit C - Right of Way Plan Titled, SR 2, Monitor to Wenatchee, Sheets 1, 2, 5, & 6 of 9 sheets, pages 1-4.

Department Approval

By:

Frank Sblendorio

Frank Sblendorio

Title: NCR Utility Manager

Date:

8/24/12

Expiration Date:

N/A

General Provisions

1. The Grantee, its successors and assigns, agrees to protect the State of Washington, its officers and employees and save them harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Grantee, its assigns, agents, contractors, licensees, employees or any person whomsoever, in connection with Grantee's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit. In case any suit or action is brought against the State of Washington, its officers and employees, arising out of or by reason of any of the above causes, the Grantee, its successors or assigns will, upon notice of such action, defend the same at its sole cost and expense and satisfy any judgment against the State of Washington, its officers, or employees: PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) the State of Washington's agents or employees and (b) the Grantee or Grantee's agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or the Grantee's agents or employees.

The Grantee, and on behalf of its assigns, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licensees, employees or customers in connection with Grantee's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit against the State of Washington, its agents or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Grantee's property by the State of Washington, its agents, contractors or employees.

2. During the progress of the work, such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public; the barriers shall be properly lighted at night.
3. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road.
4. If the work done under this permit interferes in any way with the drainage of the State highway, the Grantee shall wholly and at its own expense make such provision as the Department may direct to take care of said drainage.
5. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
6. ~~All of the work herein contemplated shall be done to the satisfaction of the Department, and all costs incurred by the Department shall be reimbursed by the Grantee.~~ N/A - F.S.
7. ~~The Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued, or their successors and assigns.~~ N/A - F.S.
8. All such changes, reconstruction, or relocation by the Grantee shall be done in such manner as will cause the least interference with any of the Department's work, and the Department shall in no wise be held liable for any damage to the Grantee by reason of any such work by the Department, its agents or representatives, or by the exercise of any rights by the Department upon roads, streets, public places, or structures in question.
9. ~~This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting other permits or franchise rights of like or other nature to other public or private companies or individuals, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.~~ N/A - F.S.
10. ~~The Department may revoke, amend, or cancel this permit or any of the provisions thereof at any time by giving written notice to the Grantee. The Grantee shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation shall be removed by the Department at the expense of the Grantee.~~
11. The party or parties to whom this permit is issued shall maintain at its or their sole expense the structure or object for which this permit is granted, in a condition satisfactory to the Department. F.S.
12. ~~Upon approval of this permit the Grantee shall diligently proceed with the work and comply with all provisions herein.~~ N/A - F.S.
13. ~~This permit is subject to all applicable provisions of RCW 47.32, RCW 47.40 and/or RCW 47.12.140(2) and amendments thereto.~~ N/A - F.S.
14. ~~The Grantee hereby certifies that the facilities described in this permit are in compliance with the Control Zone Guidelines.~~ N/A - F.S.



Special Provisions for Highway Encroachments

Permit No. 7839

Applicable provisions are denoted by (☒)

- ☐ 1. No work provided for herein shall be performed until the Grantee is authorized by the following Department representative:
- ☐ 2. Prior to the beginning of construction, a preconstruction conference shall be held at which the Department and the Grantee and Grantee's engineer, contractor, and inspector shall be present.
- ☒ 3. Should the Grantee choose to perform the work outlined herein with other than its own forces, a representative of the Grantee shall be present at all times unless otherwise agreed to by the Department representative. All contact between the Department and the Grantee's contractor shall be through the representative of the Grantee. Where the Grantee chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the Grantee within the State right of way until said requirement is met. The Grantee, at its own expense, shall adequately police and supervise all work on the above described project by itself, its contractor, subcontractor, agent, and
- ☐ 4. A copy of the permit must be on the job site and protected from the elements at all times during any of the construction authorized by said permit.
- ☐ 5. This permit does not give the Grantee or any agent or contractor of the Grantee any rights to cut, spray, retard, remove, destroy, damage, disfigure or in any way modify the physical condition of any vegetative material located on the highway right of way, except by written permission from the Department or for purposes as described by No. 6 if denoted below. All restoration shall be done to the satisfaction of the Department at the sole expense of the Grantee.
- ☐ 6. If necessary to increase sight distance, brush shall be removed from both sides of the access connection and stumps shall be removed. The indiscriminate cutting of merchantable timber or disfiguring of any feature of scenic value shall not be permitted.
- ☐ 7. The access connection(s) shall be constructed in accordance with the attached
Sufficient length of millimeter (inch) diameter culvert pipe shall be placed in ditch and laid to a true line and grade. The access connection(s) shall be surfaced to the limits as shown on the plan with a 150 millimeter (6 inch) minimum compacted depth of gravel base material and a 80 millimeter (3 inch) compacted depth of crushed surfacing top course. Asphalt paving will not be required. Finished grade of the access connection shall be in accordance with the profile control as shown on the attached plan. Directing of surface water from private property to Department right of way will not be permitted, unless otherwise approved by the
- ☐ 8. The access connection(s) shall be constructed in accordance with the attached
Sufficient length of millimeter (inch) diameter culvert pipe shall be placed in ditch and laid to a true line and grade. The access connection(s) shall be surfaced to the limits as shown on the plan with a 150 millimeter (6 inch) minimum compacted depth of gravel base material, a 80 millimeter (3 inch) minimum compacted depth of crushed surfacing top course, and paved with a 80 millimeter (3 inch) minimum compacted depth of Asphaltic Concrete Class B unless otherwise specified by the Department. Any existing oil mat on shoulder or roadway shall be removed and new pavement laid to a butt joint with existing pavement. Finished grade of new pavement shall be in accordance with the profile control as shown on attached plan. Directing of surface water from private property onto Department right of way will not be permitted, unless otherwise approved by the Department.
- ☐ 9. All buildings and appurtenances shall be so located at a distance from the right of way line of any State Highway that none of the right of way therefore is required for use of the patrons or customers of any such establishment. Grantee shall comply with local building codes. Set-back requirements for the location of buildings in relation to the right of way line are a function of local authorities, and they should be consulted regarding requirements that must be adhered to.

- ☐ 10. The Grantee agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the Department's contractor in the performance of his contract.
- ☒ 11. Work within the right of way shall be restricted to between the hours of daylight and , and no work shall be allowed on the right of way Saturday, Sunday, or holidays, unless authorized by the Department. Any lane closures must be submitted for approval in advance of use. The hours of permitted closure may differ from the above noted hours.
- ☐ 12. The shoulders, where disturbed, shall be surfaced with crushed surfacing top course millimeter (inch) minimum compacted depth, or as directed by the Department. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of 5% unless otherwise directed. The restored shoulder must not have any strips or sections less than 0.6 meter (2 feet) wide. The restored shoulder shall be surfaced with
- ☐ 13. The Grantee shall be responsible for constructing and maintaining the access connection(s) and appurtenances between the shoulder line of the highway and the right of way line inclusive of surfacing and drainage. The Department has the right to inspect all installations at the time of construction and at any time afterward and to require that necessary changes and repairs be made. Unsatisfactory work will be corrected by the Department, at the Grantee's expense, or access may be removed at the Grantee's expense. Directing of surface water from private property onto Department right of way will not be permitted.
- ☐ 14. The access connection shall be sufficiently surfaced back an adequate distance from the edge of the pavement to prevent any tracking of material onto the highway. Any tracking of material onto the highway shall be subject to enforcement of Chapter 46.61.655 RCW and shall be immediately cleaned up by the Grantee or the Grantee's agent.
- ☐ 15. Standard highway warning signs designated as "Truck Crossing" sign, plate W11-6, shall be placed and maintained at Grantee's expense on each side of the access connection. Signs shall be in evidence only when access is actually being used. If necessary, flagmen shall be provided. Sufficient parking space shall be provided by the Grantee outside Department right of way so no vehicles will be parked on said right of way.
- ☐ 16. All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by the Department.
- ☒ 17. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross section and condition. All hazards shall be marked by warning signs, barricades, and lights. If necessary, flagmen shall be employed for the purpose of protecting the traveling public. Roadside operations shall be specified by the Department's representative.
- ☒ 18. During the construction and/or maintenance of this facility, the Grantee shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways, (Federal Highway Administration) and Washington modifications thereto. If determined necessary by the Department, the Grantee shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance operations. No lane closures shall be allowed except as approved by the Department representative. Approvals may cause revision of special provisions, including hours of operation.
- ☐ 19. Bond coverage required to ensure proper compliance with all terms and conditions of said permit will be furnished by a Blanket Surety Bond held by the Department at the Olympia Service Center.
- ☐ 20. A surety bond in the amount of \$ written by a surety company authorized to do business in the State of Washington, shall be furnished to ensure compliance with any and all of the terms and conditions of this permit and shall remain in force until all work under this permit has been completed and approved by the Department.
- ☐ 21. Relative to advertising adjacent to all State highways, we wish to call your attention to the Scenic Vistas Act of 1971, Chapter 47.42 RCW and State Transportation Commission ruling Chapter 468-66 WAC. Violation of this section of the statutes will be sufficient cause for cancellation of this permit. On-premise signs are allowed.
- ☒ 22. The Grantee shall notify the Department's representative upon completion of the work under this permit so that a final inspection can be made.
- ☒ 23. The responsibility of the Grantee for proper performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by Department approval of plans, specifications, or work, or by the presence at the work site of Department representatives, or by compliance by the Grantee with any requests or recommendations made by such representatives.
- ☐ 24. All material and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by the Department.

SPECIAL PROVISIONS (continued)

- ☒ 25. The Grantee shall comply with all requirements of applicable state and federal environmental laws, rules, and regulations, including, but not limited to, the State Environmental Policy Act, the National Environmental Policy Act, the federal Clean Water Act, the federal Endangered Species Act, and the National Historic Preservation Act. The Grantee, on behalf of itself and its contractors, officers, officials, employees, and agents, hereby indemnifies, holds harmless, and agrees to defend at its sole cost and expense the STATE, its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from the Grantee's failure to comply with the requirements of any state or federal environmental laws, rules, or regulations.
- ☒ 26. The Grantee shall be responsible to acquire any necessary environmental and/or regulatory permits
- ☒ 27. The Grantee agrees to assume all liability and responsibility associated with the design, construction, maintenance, and operation of the facility.
- ☒ 28. Vehicles, equipment or material shall not be parked or stored within the highway roadway, ditch lines or inside the clear zone.
- ☒ 29. The Grantee shall not undermine or disturb any pavement within the department's right of way.
- ☒ 30. No excavation will be allowed within 5' from the back edge of the guardrail post.
- ☒ 31. Upon completion of construction, the Grantee shall be responsible to bury, or remove from the department's right of way, all rocks not previously existing above the original contour.
- ☒ 32. Prior to the start of construction, the Grantee shall be responsible to implement temporary erosion control methods if it appears that the work may impair water quality or cause erosion to occur. The Grantee is also responsible to protect existing drainage culverts and inlets from filling with silt during the work covered within the department's right of way.
- ☒ 33. The Grantee shall apply Hydraulically Applied Erosion Control Product (HECP), Mulch, Bark or Wood Chips, or Wood Strand Mulch to all vegetated areas disturbed within the department's right of way as the result of its operations until it is appropriate to seed, fertilize and mulch as stated in the provision below. These products shall be applied per Washington Std. Specification 9-14 and /or the Manufacturers Recommendations.
- ☒ 34. The Grantee shall be responsible to seed, fertilize and mulch all vegetated areas disturbed as the result of its operations within the department's right of way. The seed, fertilizer and mulch shall be applied by the methods approved in Section 8-01.3(2) B of the Standard Specifications. Application shall be performed between Oct. 1 and Nov. 15. The Grantee shall submit a mix design to the department for approval.
- ☒ 35. The Utility is responsible to contact the Utility Notification Center at 1-800-424-5555 prior to any excavation. Refer to RCW 19.122 and appropriate WAC codes for legal determinations.
- ☒ 36. No guardrail, guardrail anchor, or concrete barrier shall be removed or adjusted without the department's approval. Prior to the removal of any sign, the sign post location shall be reference in order to reset the sign at the same location and elevation. All signs removed, shall be reinstalled the same day.
- ☒ 37. Construction access for this facility will not be permitted from the shoulders, through traffic roadways, or ramps of SR 2. All construction access will be from the County road or private access.

451563

EXHIBIT B PAGE 295

A G R E E M E N T

THIS AGREEMENT made and executed this 9th day of August, 1951, by and between the STATE OF WASHINGTON acting through the Department of Highways, and PIONEER WATER USERS ASSOCIATION of Wenatchee, Washington, a Washington Corporation acting through its president and secretary,

W I T N E S S E T H:

WHEREAS, in the construction of the certain improvement of State Road No. 2 known as Monitor to Wenatchee River Bridge Revision, it becomes necessary to install suitable undercrossings and relocations of the existing canal of the Pioneer Water Users Association, such crossings and the work to be done in connection therewith being designated as follows, to-wit:

(1) At engineer's Station 445+50 (approximately) to engineer's Station 449+50 (approximately), a new entrance channel to the irrigation canal shall be provided outside the toe of the embankment slope, said channel to have a minimum width of 40 feet to the same grade as the existing channel, the downstream slope of the excavated channel to be protected by solid rock rip rap, ALSO, the lower embankment of the existing canal rip rapped with solid rock on the river bank side extending from the head gate or entrance point of said existing canal down river to a point 100 feet below said intake.

(2) At engineer's Station 487+40 (approximately), a 54 inch diameter standard reinforced concrete pipe culvert to be provided and installed to carry the water under the highway, said culvert to follow the existing grade and location of the canal.

(3) At engineer's Station 571+00 (approximately) to engineer's Station 593+00 (approximately), the irrigation canal shall be relocated to the Northerly or left side of the centerline of the relocated highway from engineer's Station 571+00 (approximately) to a point approximately opposite engineer's Station

108 481 206

1 581/00 and a crossing of the highway provided at approximately
2 Station 581/80, and thence relocating the irrigation canal to
3 the Southerly or right side of the highway centerline from
4 approximately Station 582/60 to Station 593/00. From Station
5 571/00 to the crossing at 581/80, the canal shall be carried
6 in a reinforced concrete pipe line of 54 inches in diameter
7 and from the end of the pipe line crossing at Station 582/60 to
8 Station 593/00, the canal will be carried in an open concrete
9 lined ditch.

10 (4) At engineer's Station 696/50 (approximately) to Station
11 706/90 (approximately), the existing concrete pipe culvert carry-
12 ing the canal shall be extended under the existing highway and
13 cross the relocated highway at approximately Station 697/25
14 to a point on the Southerly or right side of the relocated
15 highway approximately opposite Station 697/80, said concrete
16 culvert to be thence continued by the construction of a
17 concrete pipe line along the Southerly or right side of the
18 relocated highway from approximately Station 697/80 to Station
19 706/90 and to be at that point connected with the existing
20 pipe line now carrying the canal from this point Southerly.

21 (5) Without changes on present canal, permission is granted
22 to use for highway purposes that portion of the now existing
23 right of way of the canal situated Easterly of a line drawn
24 parallel with and distant 200 feet Westerly of the relocated
25 centerline of said highway between engineer's Station 444/50
26 and 488/50, provided that the now existing canal located
27 thereon will not be altered or changed or damaged, other than
28 as provided in (1) hereof, without first having had the approval
29 of the Pioneer Water Users Association or its authorized repres-
30 entative.
31

*Exemption
for Still
R/W*

L. W. 481 PAGE 287

1 In each of the crossings and relocations, the construction shall be
2 kept at the grade of the existing canal and be of sufficient size to carry
3 the waters to be carried in the canal, and wherever any existing service out-
4 lets are now provided from the existing canal, similar service outlets shall
5 be provided from the relocated canal.

6 NOW THEREFORE, in view of the benefits accruing to each of the
7 parties hereto, the State of Washington agrees to furnish necessary reinforced
8 concrete pipes and culverts and concrete lined canal as aforesaid, and to in-
9 stall same in a workmanlike manner at its sole cost and expense; the
10 construction shall not be required to be left open for inspection, but in the
11 irrigation season following the relocation work, the parties shall mutually
12 determine that the relocation has been constructed in conformity to this
13 agreement as to grade, capacity and workmanlike construction, and the Pioneer
14 Water Users Association agrees to accept the installation as in full satis-
15 faction of any and all claims of any nature whatsoever, and agrees that when
16 the demonstration has been made that the flow of water is free and unimpeded,
17 it will assume the maintenance and upkeep of its entire canal as so relocated
18 and entirely relieve the State of Washington from any and all obligations on
19 account of the changed method of flow as from the construction existing prior
20 to the installations herein provided, and the Pioneer Water Users Association
21 shall thereafter have the same right to maintain and operate its canal on the
22 relocated highway area as it possessed in connection with its existing canal.

23 The relocation work shall not commence until after the 20 day of
24 Oct, 1951, and shall be completed prior to the 1st day of
25 April, 1952, so the free flow of water to the water users may be
26 preserved at all times during the irrigation season, and any part of the work
27 not completed in said period may be completed in the same period of the next
28 year or in any year thereafter. No interruption of water flow in the canal
29 shall be made for highway construction work during the irrigation season with-
30 out the written consent of the water users first obtained.

31 IN WITNESS of the covenants and agreements hereinbefore recited, the

BOOK 481 PAGE 298

1 parties hereunto have each subscribed their several names in the presence of
2 witnesses who have likewise subscribed.

STATE OF WASHINGTON

Witness:

By

Director of Highways

T. B. OlesPIONEER WATER USERS ASSOCIATION OF
WENATCHEE

By

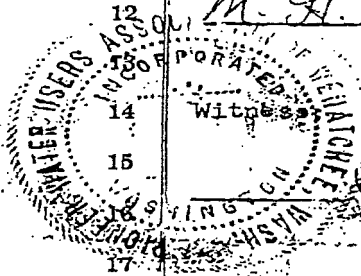
President

Attested:

M. H. Kinnerton

Secretary

Witness:

[Signature]

18
19
20
21
22
23
24
25
26
27
28
29
30
31

SUPPLEMENTAL AGREEMENT

IT IS HEREBY AGREED by and between the STATE OF WASHINGTON, acting through the Department of Highways, and PIONEER WATER USERS ASSOCIATION of Wenatchee, a Washington Corporation, acting through its president and secretary,

THAT WHEREAS, the parties hereto on August 9, 1951 executed an Agreement pertaining to the improvement of State Road No. 2 section between Monitor and Wenatchee River Bridge Revision, which Agreement specified the instruments to be made affecting the Pioneer Water Users Association property,

IT IS NOW MUTUALLY AGREED that the paragraph designated (3) beginning at line 27 of page 1 thereof and continuing to line 9 inclusive, page 2 thereof, is superseded by the following substitute paragraph, viz:

At Engineer's Station 572/35 (approximately) a 48-inch diameter standard reinforced concrete pipe siphon to be constructed to carry the water under the highway, said siphon to follow the existing location of the canal. A drain shall be provided and installed in the bottom of the siphon inlet structure so that the siphon can be drained at the end of the irrigation season.

At Engineer's Station 573/50 (approximately) to Engineer's Station 578/50 (approximately) the existing irrigation canal shall not be disturbed and at Engineer's Station 578/50 (approximately) to Engineer's Station 592/20 (approximately) the irrigation canal shall be located to the southerly or right side of the centerline of the relocated highway and between Engineer's Station 578/50 (approximately) and Engineer's Station 592/20 (approximately) the canal shall be carried in an open concrete lined ditch.

Opposite Engineer's Station 592/50 (approximately) a 48-inch diameter standard reinforced concrete pipe culvert to be provided and installed to carry the water under the service or access road to be constructed at this point, said culvert to follow the existing grade and location of the canal.

DATED this 4th day of March, 1952.

Witness:

STATE OF WASHINGTON

By

W. S. Suggs
Director of Highways

Attested:

PIONEER WATER USERS ASSOCIATION OF
WENATCHEE

By

Thos. R. Sleck
President

M. H. Kammerton
Secretary

Witness:

General Permit 7833
Exhibit B Pg. 5 of 5