

RECREATION ACTION PLAN  
Supplement to the 1982  
Public Use Plan

JUNE, 1987

WELLS HYDROELECTRIC PROJECT  
Public Utility District No.1 of Douglas County,  
Washington

FERC PROJECT NO. 2149

**TABLE OF CONTENTS**

INTRODUCTION . . . . . 1  
WELLS RESERVOIR . . . . . 3  
EXISTING RECREATION OPPORTUNITIES . . . . . 5  
DISTRICT RECREATION ACTIVITIES . . . . . 6  
FINDINGS IN THE 1967 AND 1982 PLANS . . . . . 8  
ACTION PLAN . . . . . 9  
RECREATION ACTION PLAN . . . . . 11  
CONCLUSION . . . . . 13  
APPROVAL LETTERS FROM THE THREE TOWNS  
LETTER FROM NATIONAL PARK SERVICE  
LETTER FROM WASHINGTON STATE PARKS AND RECREATION COMMISSION  
MASTER PLANS  
RESOLUTION AUTHORIZING AGREEMENTS BETWEEN TOWNS AND DISTRICT  
AGREEMENTS WITH THREE TOWNS

## INTRODUCTION

In 1962, the Federal Power Commission issued a license to the Douglas County Public Utility District to build and operate the Wells Hydroelectric Project. As part of the original license the District prepared the "Wells Recreation Plan" to serve as a guide for the coordinated development of recreation facilities for the Project.

In 1982, the District requested an amendment to the license to raise the pool level two feet. As a part of the request, the District prepared a "Public Use Plan" which reviewed the findings of the original recreation plan.

In reviewing the Public Use Plan, the National Park Service and the Washington State Parks and Recreation Commission suggested that the document was deficient in the following areas:

### National Park Service:

"The National Park Service is concerned that the agreement is not adequate for meeting the requirements of full development of all recreation resources of the entire reservoir..."

"There is no evidence ...that measures will be taken to mitigate the impacts on recreation resources outside of Chief Joseph State Park, nor is there any recreation development discussion of any location other than Chief Joseph State Park."

"The agreement is satisfactory respecting the State Park but ignores the rest of the reservoir over the remainder of the license period."

"We further recommend...a clause requiring that the recreation demand study be updated every five years to address the entire reservoir..."

### Washington State Parks and Recreation Commission:

"Parks recommends that in order to comply with FERC Articles 50 and 51:

1. The Licensee revise its action plan to consider the unmet needs and potential recreation resources of the entire reservoir.

2. That project recreation demand, addressing the entire reservoir, be re-evaluated every five years by the Licensee and that action plan implementation be adjusted to respond to the most recent study.

In response to the above recommendations, the District has prepared this 1987 Recreation Action Plan. This plan is the first of an ongoing series of five-year updates of the 1982 Public Use Plan. During the past five years major recreation commitments have been made by the District.

An overview of the Wells region and existing recreation opportunities in the region, along with a brief summary of the findings of the 1967 and 1982 plans, will be helpful as a starting point for this plan.

## WELLS RESERVOIR

### The Region

Wells Reservoir is bordered on the west by the Cascade Mountains, with over 2.8 million acres of U.S. Forest Service holdings; on the north by the Okanogan Highlands and the Colville Indian Reservation; on the east by the high Columbia lava plateau.

Adjacent to the Columbia and Okanogan Rivers there are intensive orchard plantings, irrigated from the rivers. On the high plateau, wheat is the primary crop.

Most of the shoreland is typified by steep slopes rising to benches twenty to forty feet above water level. Exceptions are along the Okanogan River, at Chief Joseph State Park, and the shorelines at Pateros and Brewster, which vary from a few feet to ten feet above water level. The main reservoir is 30 miles long, and it extends up the Methow and Okanogan Rivers.

The area is sparsely populated. The three counties bordering the reservoir encompass over 10,000 square miles and had a combined population in 1978 of 92,000 people. The great majority of those people live in the cities of Wenatchee and East Wenatchee, some 60 miles south of the reservoir. The three towns on Wells reservoir had a combined population of 3,700 in 1978.

The climate is dry and semi-arid, averaging about 10 inches of precipitation a year.

### Access

U.S. Highway 97 borders the reservoir on the west, connecting the region with central California and Oregon, and going on along the Okanogan River to interior British Columbia. The North Cascades Highway begins at Pateros and follows the Methow over the Cascades to the northern Puget Sound area on the Coast.

Roads parallel both sides of the reservoir, with the exception of the east shoreline from Pateros, south to the dam. The Burlington Northern Railroad closely parallels the reservoir on the west side.

### Adjacent Hydroelectric Projects

Chief Joseph Dam, a Corps of Engineers project, is the next dam upstream, about a mile above Bridgeport.

Rocky Reach Dam, built and operated by the Chelan County

Public Utility District, is about forty miles below Wells dam.

### Towns on the Reservoir

Ten miles from the dam, at the mouth of the Methow River, is the town of Pateros. Much of the town was relocated as part of the hydroelectric project. U.S. 97 goes through Pateros, and the North Cascades Highway begins here.

Brewster is about five miles beyond Pateros. U.S. 97 touches Brewster on the north. A bridge crosses the reservoir at Brewster, providing access to the orchard land south of the pool and to Chief Joseph State Park.

Good roads border both sides of the reservoir on up to Bridgeport at the upper reaches of the reservoir, near Chief Joseph Dam. Another bridge crosses the pool at Bridgeport.

## EXISTING RECREATION OPPORTUNITIES

### Near the Reservoir

In the Cascades west of Wells, the U.S. Forest Service provides 160 campgrounds scattered through five national forests.

Alta Lake State Park is two miles above the Methow, near Pateros and Bridgeport State Park is about two miles above Chief Joseph dam on the Chief Joseph pool.

Further away are Lincoln Rock State Park on the Rocky Reach pool, Pearrygin Lake State Park on the Methow, and Lake Chelan State Park on Lake Chelan.

### On the Reservoir

The major regional park site on the reservoir is Chief Joseph State Park, about mid-way between Brewster and Bridgeport on the south side of the river.

The Fort Okanogan Interpretive Center is on the north bank at the mouth of the Okanogan River.

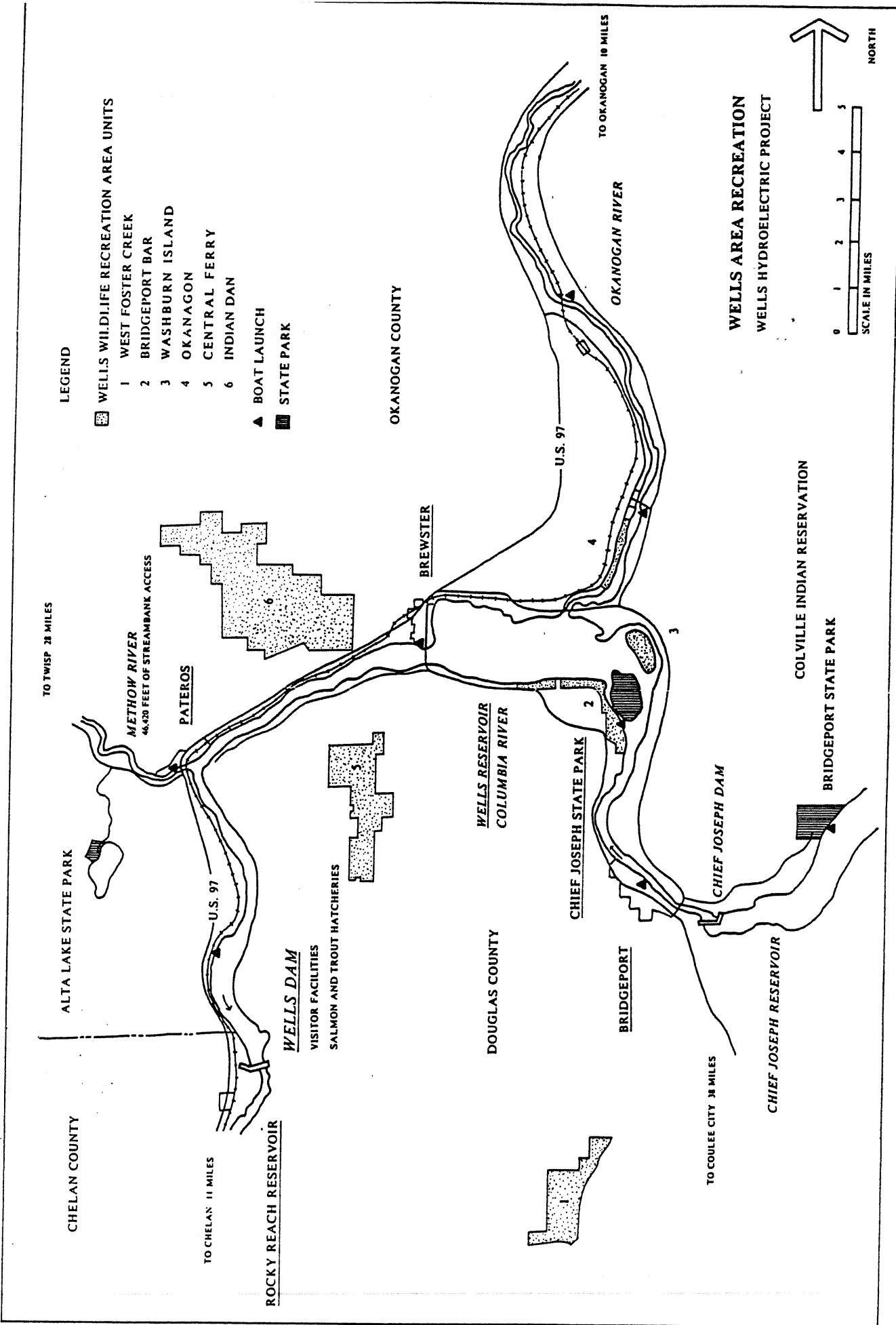
There is a major interpretive center at Wells Dam, and an interpretive sign and overlook at the entrance to the hydro-electric complex.

The Town of Bridgeport has four park areas, with two on the water. There are boat launch ramps, picnic shelters and tables, restrooms, R.V. sites and an outdoor swimming pool.

Brewster has one major park, situated between the reservoir and the high school playfields. There is a multi-purpose slab, swimming pool, picnic shelter and boat launch with dock.

Pateros has three parks along the Methow and one major park on the reservoir. The main park on the reservoir has picnic facilities, horseshoes, and a fishing dock. Parks on the Methow have boat launching, play equipment and tennis courts.

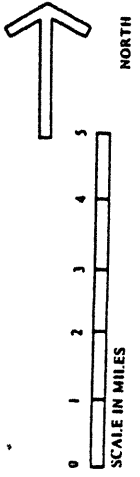
The District has built boat launching facilities at Starr Ranch, about two miles above the dam, and a car top launch area at Monse on the Okanogan River.



**LEGEND**

- WELLS WILDLIFE RECREATION AREA UNITS**
- 1 WEST FOSTER CREEK
  - 2 BRIDGEPORT BAR
  - 3 WASHBURN ISLAND
  - 4 OKANAGON
  - 5 CENTRAL FERRY
  - 6 INDIAN DAN
- ▲ BOAT LAUNCH
  - ▣ STATE PARK

**WELLS AREA RECREATION**  
**WELLS HYDROELECTRIC PROJECT**



TO TWISP 28 MILES

ALTA LAKE STATE PARK

METHOW RIVER  
 46,470 FEET OF STREAMBANK ACCESS

PATEROS

TO CHELAN 11 MILES

ROCKY REACH RESERVOIR

WELLS DAM

VISITOR FACILITIES  
 SALMON AND TROUT HATCHERIES

CHIEF JOSEPH STATE PARK

OKANOGAN COUNTY

BREWSTER

WELLS RESERVOIR  
 COLUMBIA RIVER

DOUGLAS COUNTY

CHIEF JOSEPH STATE PARK

BRIDGEPORT

U.S. 97

TO OKANOGAN 18 MILES

OKANOGAN RIVER

TO COULEE CITY 38 MILES

CHIEF JOSEPH DAM

CHIEF JOSEPH RESERVOIR

COLVILLE INDIAN RESERVATION

BRIDGEPORT STATE PARK



## DISTRICT RECREATION ACTIVITIES

The Public Utility District has been active in recreation development since the beginning of the project.

### Wildlife Habitat

Wells Reservoir is far away from any metropolitan areas. The relative quiet and lack of activity provide ideal conditions for migratory waterfowl to rest and geese to nest. The reservoir is the home of a substantial Bald Eagle population. Boating activity is almost exclusively fishermen.

The District has been active over the years in protecting nesting areas, providing perches for raptors, and replacing riparian vegetation. In cooperation with the Washington Department of Game, the District has provided 5,954 acres of land for use as Wildlife Recreation Areas, along with funds for development of the areas. These areas serve a dual purpose of providing improved conditions for wildlife and expanded recreational opportunities.

Major goose nesting islands are adjacent to Chief Joseph State Park and the geese feed extensively on the park site. Raptor perches are nearby. The sensitivity of the reservoir wildlife will require careful consideration of the potential impact of recreationists that will be attracted by the park development. It may be necessary to provide a substantial buffer between these natural habitats and the active recreation areas.

### Fishing

Wells reservoir is well known for the excellent steelhead fishery that has developed, particularly at the mouth of the Methow. Working through the Department of Game, the District has acquired six areas along the Methow for parking and fisherman access. Also acquired were 46,420 feet of stream-bank access for fishermen and general recreation use on the Methow, and funds were made available to the Game Department for additional streambank easements. From the beginning, the total reservoir shoreline of the Wells Project has been open to the general public.

The District built and provides operations and maintenance funds for a steelhead and trout hatchery at the dam. In addition, the District built and funds the operation of a salmon hatchery.

Since the beginning of the project, the District has emphasized wildlife habitat protection and the development of fishing opportunities on the reservoir.

## State Park

During the initial acquisition phase of the project, the District went beyond normal project boundaries and acquired 493 acres at Bridgeport Bar, which is an island connected to the mainland by a causeway. The State Game Department was given 196 acres on the mainland and the 297 acre island was deeded to the State Parks Commission in 1967. The site is now called Chief Joseph State Park. As a part of the deed, the State Parks agreed to ask the legislature to appropriate at least \$100,000 within five years for the development of a state park on the property, and an additional \$100,000 within the following five year period.

Before the pool was raised, the State Parks spent \$90,000 in the creation of a causeway to the island, and deepening the water channel between the island and the mainland. Although funds have been requested from the legislature, no additional money has been appropriated, and no additional development has occurred.

The preparation of the 1982 Public Use Plan led to an agreement between the District and the State Parks, in an effort by the District to assist in the development of the island. The District agreed in 1983 to give the State Parks \$25,000 per year for the next 30 years, with an initial payment of \$125,000 to cover the first five years.

Although the Park Commission does not plan to begin full development of the park for some time, the state plans to use this initial payment to prepare a master plan for the park and plant trees now so they will be well established when the park is developed.

This agreement between the District and the State Parks has been accepted by the National Park Service as, "satisfactory respecting the State Park" as it relates to the amendment to the license for the two foot pool raise.

## FINDINGS IN THE 1967 AND 1982 PLANS

The 1967 Wells Recreation Plan was prepared as part of the original license requirements. Then in 1982, the District prepared a Public Use Plan as part of the request to raise the pool level two feet.

In general, both the 1967 and 1982 plans suggested a need for:

A major regional, destination type of park providing opportunities for camping, boating, picnicking and swimming. The park would primarily serve people from outside the Wells region.

Water oriented recreation facilities at the three towns on the reservoir; Bridgeport, Brewster and Pateros. These areas would primarily serve the local residents with opportunities for picnicking, swimming, boating and limited camping.

Access to the reservoir for fishing. An excellent steelhead fishery has developed at the mouth of the Methow River, which enters the Columbia at the town of Pateros. The need is for boat launching from trailers and car tops, not only at Pateros, but at convenient locations throughout the reservoir.

Regarding the 1982 plan, Mr. Richard Winters, Associate Regional Director of the Pacific Northwest Region of the National Park Service, stated, "The analysis of the demand, supply, and need for recreation in the project area is well done."

This letter led to a series of meetings between the District, the State Parks and the National Park Service that culminated in the agreement between the State Parks and the District.

A subsequent letter from Charles S. Polityka, Regional Environmental Officer of the Department of the Interior, stated that the report was deficient in that, "There is no evidence in the agreement that measures will be taken to mitigate the impacts on recreation resources outside of Chief Joseph Park, nor is there any recreation development discussion of any location other than Chief Joseph State Park. The agreement is satisfactory respecting the State Park, but ignores the rest of the reservoir over the remainder of the license period."

Response by the District has led to the Recreation Action Plan discussed in the following section.

## ACTION PLAN

### The First Five Years

The first five year period since the 1982 Public Use Plan put in place the agreement between the State Parks and the District. The agreement has provided for the preparation of a Master Plan for Chief Joseph State Park, additional culverts under the causeway, tree planting and irrigation. The state recently selected a consultant for the project.

Because of the two foot pool raise, goose nesting islands adjacent to the state park and elsewhere on the reservoir were raised and riparian vegetation re-established.

Additional rip-rap was placed along the shoreline at Memorial Park in Pateros to control wave erosion.

### The Next five Years: 1987 to 1992

Major parks exist along the banks of the reservoir at all three towns. In addition, there are three recreation areas along the Methow at Pateros.

These parks have served the towns quite well since the project began in 1967. Over the years, though, some of the facilities have been worn out or outdated and need to be refurbished or replaced. New or expanded facilities at some of the parks will add to the public enjoyment. Of particular importance are new restrooms at five of the seven sites.

The pressures of the steelhead fishermen have put additional strain on the Pateros facilities, which are serving not only the local people, but fishermen from out of the area.

The three towns have all recently updated their official Park and Recreation Plans. These plans are based on the analysis of gathered data and public survey response. The results are a prioritized list of needed facilities.

All the plans conform to the SCORP needs for Region 7. The 1978 Statewide Comprehensive Outdoor Recreation Plan was also the basis for the findings of the District's 1982 Public Use Plan, so the town plans and the District plan are completely compatible.

The District has worked with each town in finalizing the list of priorities. With that information, master plans have been prepared for each park. The District has agreed to provide the new facilities, and the towns, as their part of the agreement, will provide ongoing maintenance and operations.

In the event of major damage to any of the facilities the District provides, such as extensive vandalism or storms, the District will work with the towns in making the necessary repairs.

Following this section, the Recreation Action Plan lists the facilities the District will provide at each Town, the estimated cost for the facilities, and the anticipated completion date for the construction. Master Plans are included for each site, and plans and perspectives of the major structures that will be provided.

In addition to the work at the three towns, the District will improve the launch ramp and parking area at Starr boat launch.

The Following Five Years: 1992-1997

The excellent steelhead fishery has been mentioned a number of times in this report. Initially, activity was concentrated at the mouth of the Methow. Now, it is slowly spreading through the length of the reservoir and up the Okanogan River.

It is the District's intention to concentrate on fishing access to the reservoir as the major thrust for the five years following restoration of the town park facilities. A careful assessment of the anticipated growth of the steelhead fishery will guide future decisions for development of additional access to the reservoir.

There is the potential to provide new access facilities, as well as to upgrade existing launch sites. There is a need for additional improvements at Starr boat launch and the two existing launch sites on the Okanogan. There is a strip of land across the Methow from the existing boat launch that can be developed as additional launch facilities.

The overlook at the dam has a parking area and a covered interpretive sign. A new cover can be provided for the sign, and a restroom and picnic facilities would add to the enjoyment of the area by the traveling public.

From 1997 to the End of the License Period

As the need arises, beyond 1997, these and other recreation improvements will be considered by the District.

The District will continue to prepare five year updates of the Public Use Plan throughout the license period.

# RECREATION ACTION PLAN

<u>ITEM</u>	<u>COST '87 DOLLARS</u>	<u>EST. COMP. DATE</u>	<u>DISTRICT CONTRIBUTION</u>
<u>1982-1987</u>			
Chief Joseph State Park	\$125,000		Initial 1983 contribution for park planning and development.
	\$ 25,000		Annual contribution for park development from 1988 through end of license.
<u>1987-1992</u>			
<u>Pateros</u>	\$209,787	1990	
Memorial Park			Restrooms with showers. Picnic shelter with kitchen. Fishing dock. Repair existing fishing dock. Re-roof two existing picnic shelters with metal roofs.
Methow Boat Launch			Remove and replace launch ramp. Finger dock. Small restroom. Fish cleaning station. Crushed rock parking area.
Peninsula Park			Small restroom. Sand beach. Shrubs.
Tennis Courts			Asphalt paving and curbs.
Winter Boat Launch			Launch ramp. Finger dock.
<u>Brewster</u>	\$223,495	1990	
Existing Park			Launch ramp. Finger dock. Moorage dock. Large picnic shelter. Restrooms with showers. Play equipment. Sand beach. Paved parking area and road. Trees. Path.
New Orchard Area			Perimeter fence. Paved road, parking and turnaround. Grass. Trees. Irrigation.
<u>Bridgeport</u>	\$204,540	1990	
Marina Park			Moorage dock. Finger dock. Sand beach. Earthwork, sod, irrigation for east end of park. Play equipment. Remove existing restrooms.

Recreation Action Plan continued.

<u>ITEM</u>	<u>EST. COMP. DATE</u>	<u>DISTRICT CONTRIBUTION</u>
<p>replace with restrooms with showers. Pave parking area. Improve south road. Fence between play equipment and parking. Paved road, parking and turnaround or moorage dock area. Shrubs, trees, irrigation and sod for beach and moorage area. Paved path connecting moorage area, beach, park and road to town.</p>	1990	<p>replace with restrooms with showers. Pave parking area. Improve south road. Fence between play equipment and parking. Paved road, parking and turnaround or moorage dock area. Shrubs, trees, irrigation and sod for beach and moorage area. Paved path connecting moorage area, beach, park and road to town.</p>
<u>Starr Boat Launch</u>	1990	<p>Upgrade existing launch. Improve parking.</p>
<u>1992-1997 Potential Projects</u>		
<u>Starr Boat Launch</u>		<p>Finger dock, landscaping, restrooms.</p>
<u>Methow River Boat Launch</u>		<p>Launch ramp, parking, restrooms.</p>
<u>Okanogan River</u>		<p>Boat launch and parking improvements for two sites on river.</p>
<u>Wells Dam Overlook</u>		<p>Restrooms, picnic shelter, irrigation, interpretive display improvements.</p>

## CONCLUSION

The 1967 and 1982 plans suggested a need for three basic types of recreational opportunities: a major regional park; water oriented recreation facilities at the three towns; and access to the reservoir for fishing.

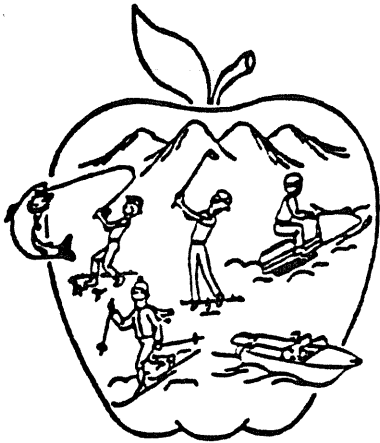
In the first five years since the 1982 plan, the District has made an agreement with the State Parks that satisfies the needs for a major regional park as they relate to the amendment to the license for a two foot pool raise.

The next five years the District will refurbish and add new facilities to the existing town parks at Pateros, Brewster and Bridgeport, and develop a new winter launch ramp at Pateros.

The following five years effort will respond to the need for assessment of fishermen access throughout the reservoir.

Subsequent five year updates to the Public Use Plan will be made throughout the license period.





## TOWN OF PATEROS

113 LAKESHORE DRIVE  
POST OFFICE BOX 8  
PATEROS, WA 98846  
509/923-2571

April 30, 1987

RECEIVED

MAY 1 1987

WFILS ENGINEERING

Douglas County PUD #1  
Attention: Mike Erho  
1151 Valley Mall Parkway  
East Wenatchee, WA 98801

Dear Mike:

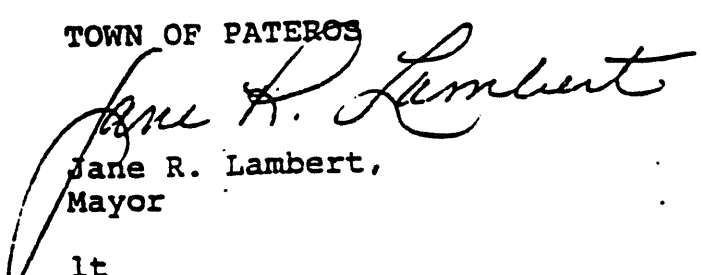
At the April 28 Council meeting which you attended and submitted a site development list of priorities dated 4/21/87 and a preliminary plans for Methow Boat Launch, Peninsula Park and Memorial Park areas (4/28/87) and preliminary design for public restrooms at the Methow Boat Launch and Peninsula Park and picnic shelter with a kitchen and sink unit (4/7/87) which was reviewed, discussed and approved by the Town Council at that time.

We have been advised by Ronald Taylor, project manager of IAC, and he has no problem with one of kitchen unit in Memorial Park being relocated and a new unit installed and reroofing the other two (2) existing shelters.

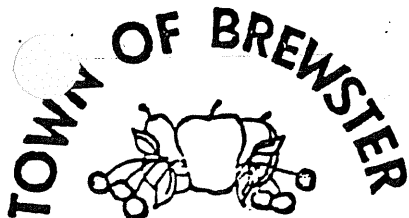
We appreciate your effort to improve the park facilities in Pateros. If we can be of further assistance, contact myself or the City Clerk.

Sincerely,

TOWN OF PATEROS

  
Jane R. Lambert,  
Mayor

lt



P.O. Box 340  
Brewster, WA 98812

RECEIVED

APR 30 1987

WELLS ENGINEERING

EEL ✓

April 24, 1987

Mr. Mike Erho  
1151 Valley Mall Parkway  
East Wenatchee, Washington 98801

Dear Mike,

It is my pleasure to write this letter. I am confirming our approval of the P. U. D.'s park improvement plan.

During the City Council meeting on Wednesday, April 22nd, you and Mr. Robbins presented your plan. The plan was enthusiastically received by all council members. Furthermore, the plan dovetails nicely with Brewster's Comprehensive Park Plan.

Therefore, We thank you for your effort, time, and financial participation and look forward to the completion of this grand project.

Sincerely,

Dan Pariseau,  
Mayor of Brewster,

# Town of Bridgeport

P.O. Box 640

Bridgeport, Washington 98813

Phone (509) 686-4041

April 27, 1987

*MIC*  
✓  
NOTED  
APR 28 1987  
M.W.E.

RECEIVED

APR 28 1987

WELLS ENGINEERING

Douglas County PUD  
Attn: Mike W. Erho  
1151 Valley Mall Parkway  
East Wenatchee, WA 98801

RE: Marina Park

Dear Mr. Erho:

This is to officially inform you that the Town of Bridgeport does approve the proposed plans for the Marina Park dated April 23, 1987 that were presented to us.

Sincerely,



Clifford W. Brown  
Mayor

CWB:plg

P.S. Mike,

In talking with our employees about the changes at the marina, they wondered if we could get a change in the floor plan of the rest rooms. I made a copy and wrote the change in red. The problem is keeping it clean and nice. The wind would not be able to deposit so much trash if the blank wall was on the inside.





United States Department of the Interior

EE  
TAKE  
PROVIDE  
AMERICA

RECEIVED NATIONAL PARK SERVICE

JUN 15 1987 Pacific Northwest Region  
83 South King Street, Suite 212  
Seattle, Washington 98104

IN REPLY REFER TO:

L7619(PNR-RS) WELLS HYDROELECTRIC PROJECT  
FERC No. 2149

NOTED

JUN 12 1987

JUN 15 1987

Mr. Kenneth Pflueger  
Chief Engineer  
Public Utility District No. 1  
of Douglas County  
1151 Valley Mall Parkway  
East Wenatchee, Washington 98801

C. E. Robbins

Dear Mr. Pflueger:

We have reviewed the Recreation Action Plan which is a supplement to the 1982 Public Use Plan for the Wells Hydroelectric Project FERC No. 2149. The Action Plan summarizes the concerns of the National Park Service with the 1982 plan.

During the June 8th telephone conversation, you indicated that the District will update the Action Plan every five years throughout the period of the project license. We understand this commitment was inadvertently omitted from the Plan. With the inclusion of this commitment to a continuing recreation planning process, our previous concerns will be adequately addressed.

The development proposals for the second and third 5-year periods (1987-1992 and 1992-1997) are satisfactory. We are pleased to note that Pateros, Bridgeport, and Brewster also indicated their approval of these plans. In addition to the "approval letters," we recommend that agreements for operation and maintenance with each of the three towns be included as a part of the Action Plan. We understand such agreements have been drafted and will be available soon.

Thank you for the opportunity to review this plan. We appreciate the close consultation by Mr. Erho of your staff and his sensitivity to our concerns. The Recreation Action Plan proposes a cooperative program by the District, working with local government in responding to the recreation needs associated with the project. We feel this supplement to the 1982 Public Use Plan meets the requirements of Article 51 of the Order Amending License.

Sincerely,

Richard L. Winters  
Associate Regional Director  
Recreation Resources and  
Professional Services

RECEIVED

JUN 15 1987



CER  
EEL  
—

AN TVEIN  
Director

WELLS HYDROELECTRIC PROJECT

STATE OF WASHINGTON

WASHINGTON STATE PARKS AND RECREATION COMMISSION

7150 Cleanwater Lane, KY-11 • Olympia, Washington 98504-5711 • (206) 753-5755

June 10, 1987

72-215-0720

Mr. Mike W. Erho  
Public Utility District No. 1 of Douglas County  
1151 Valley Mall Parkway  
East Wenatchee, WA 98801

NOTED

JUN 15 1987

C. E. Robbins

Re: Wells Hydroelectric Project - Recreation Action Plan  
FERC Project #2149

Dear Mr. Erho:

In 1982, the Public Utility District No. 1 of Douglas County requested an amendment to the above noted license to allow for a two foot pool raise. As a part of that request, the utility prepared a "Public Use Plan" which Parks considered to be in noncompliance with FERC articles 50 and 51.

On June 5, 1987, you presented Parks with a draft Recreation Action Plan Supplement to the 1982 Public Use Plan. This supplement was intended to bring the action plan into compliance with FERC articles 50 and 51.

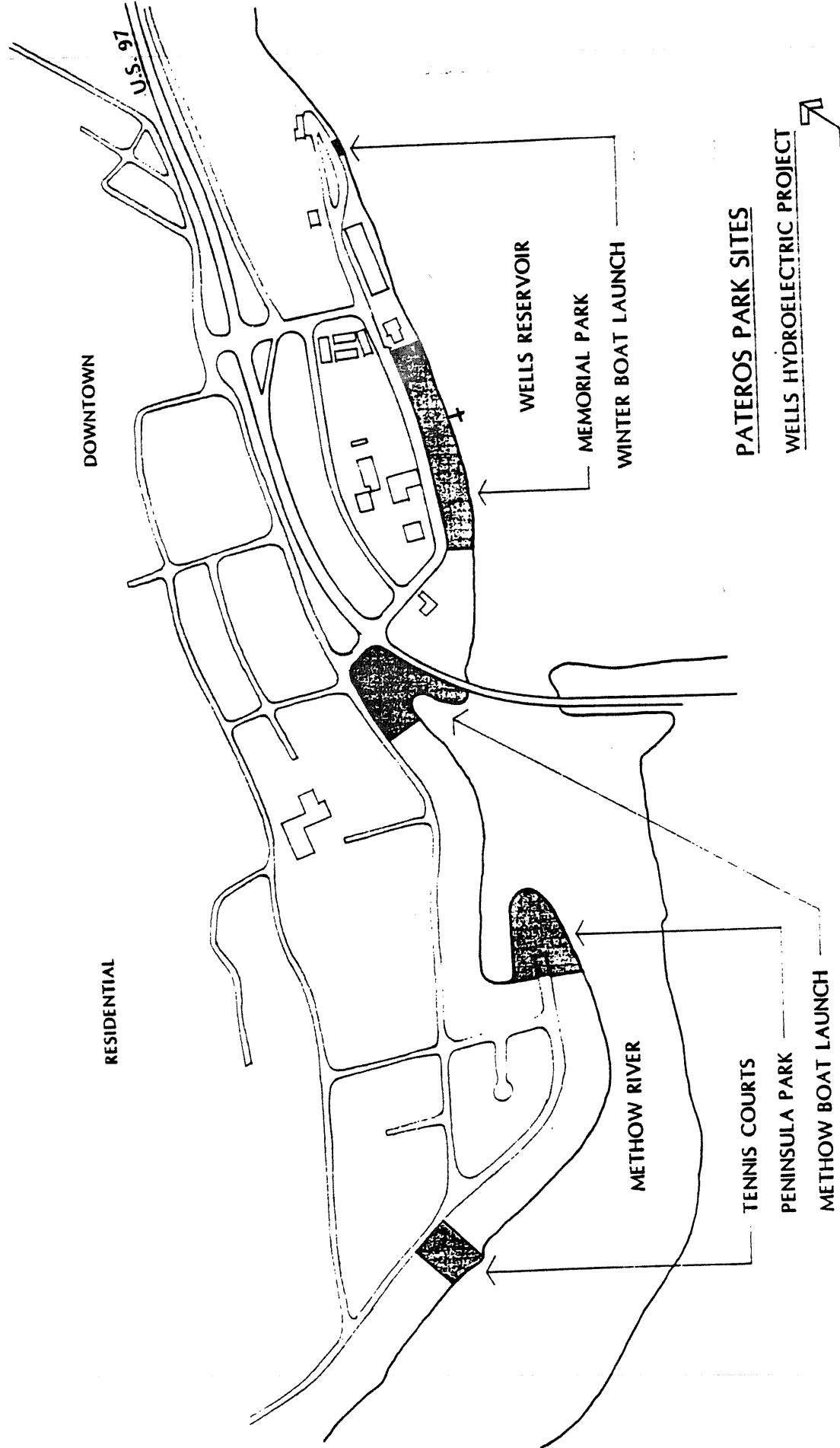
Parks analysis is that with the addition of the draft supplement, the plan will fully meet FERC regulations, guidelines and practice.

Parks recommends FERC acceptance of the supplement as perfecting the utilities recreation plan submittal and is so notifying FERC by copy of this letter.

Sincerely,

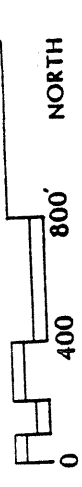
William A. Bush, Chief  
Research and Long Range Planning

cc: Rich Winters, NPS  
Greg Lovelady, IAC  
Kenneth F. Plumb, Secretary FERC



**PATEROS PARK SITES**

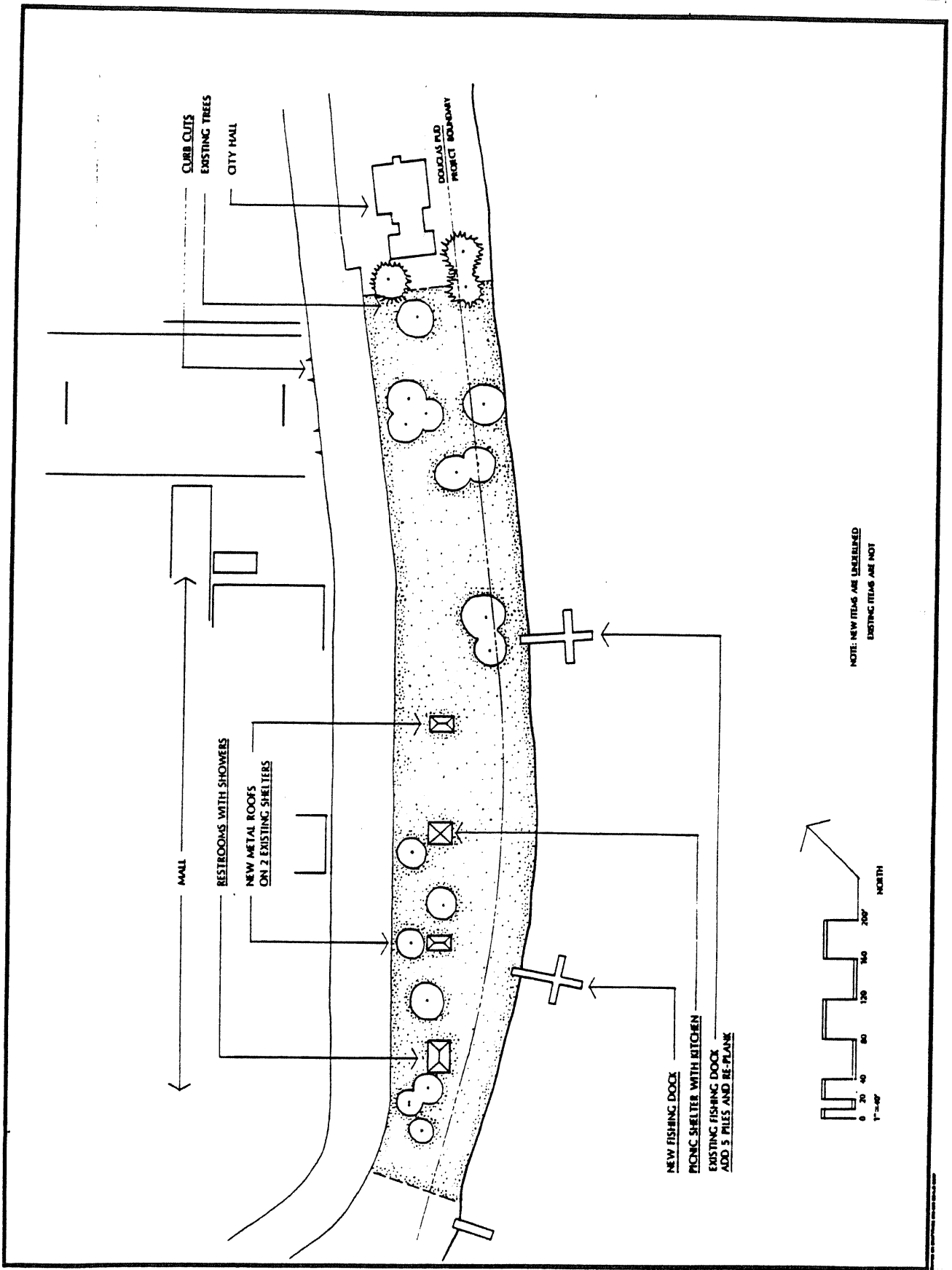
**WELLS HYDROELECTRIC PROJECT**



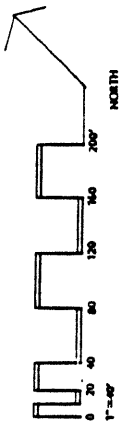
DATE	
BY	
SCALE	
PROJECT NO.	
CLIENT	
DESIGNER	

**MASTER PLAN**  
**MEMORIAL PARK**  
**PATEROS**

PUBLIC UTILITY DISTRICT NO. 1  
 OF DOUGLAS COUNTY, WASHINGTON  
 HELLSTROM ASSOCIATES — LANDSCAPE ARCHITECTS



NOTE: NEW ITEMS ARE UNDERLINED  
 EXISTING ITEMS ARE NOT



NEW FISHING DOCK  
PICNIC SHELTER WITH KITCHEN  
EXISTING FISHING DOCK  
ADD 5 PILES AND RE-PLANK

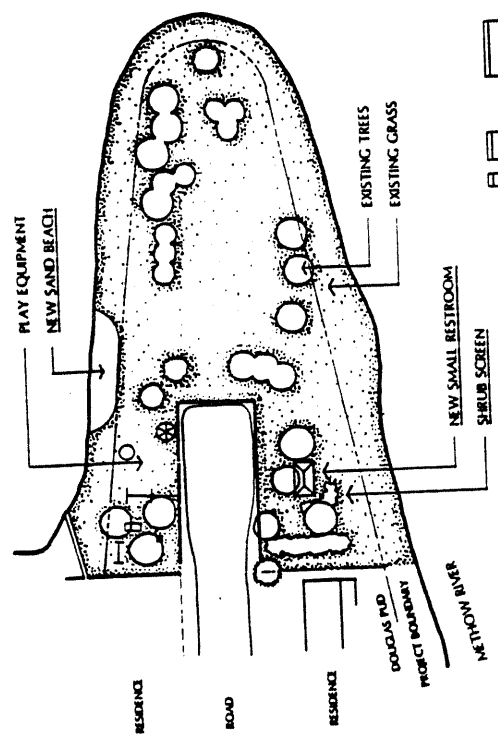
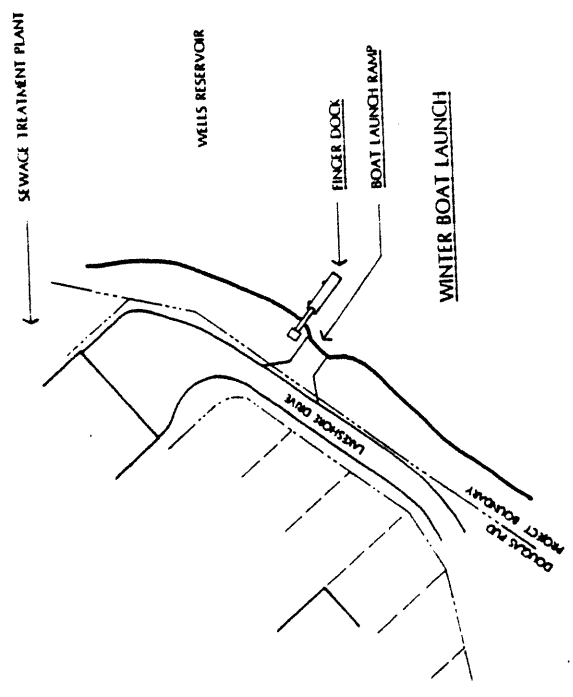
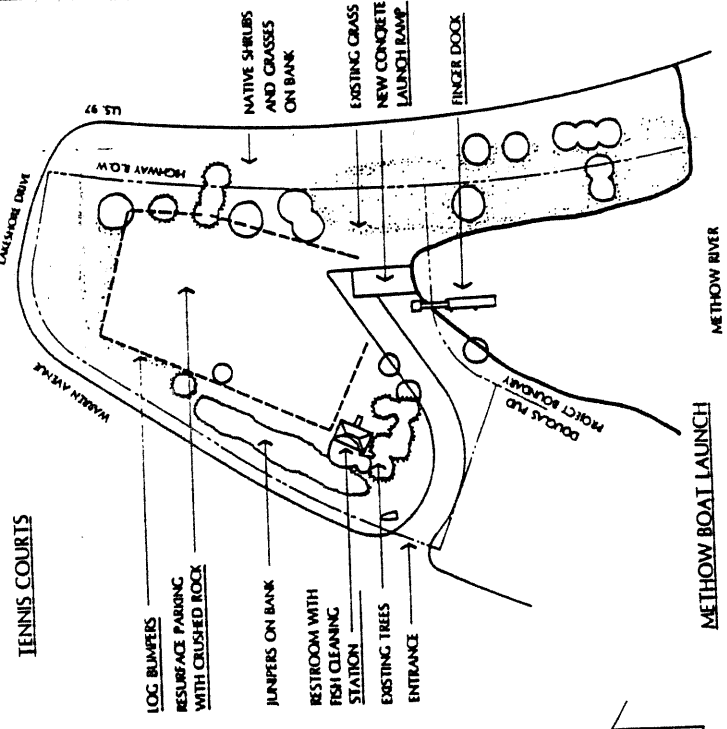
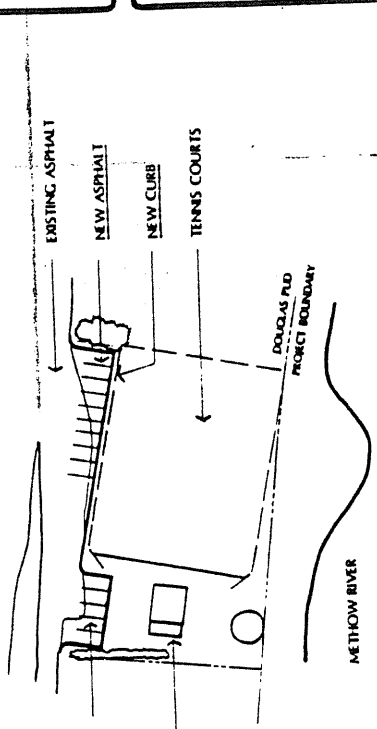
RESTROOMS WITH SHOWERS  
NEW METAL ROOKS  
ON 2 EXISTING SHELTERS

CURB CUTS  
EXISTING TREES  
CITY HALL

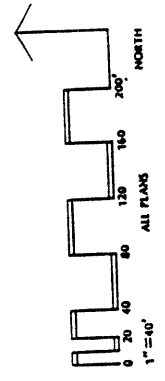
MALL

DOUGLAS PUD  
 PROJECT BOUNDARY

DATE	NO.	DESCRIPTION



NOTE: NEW ITEMS ARE UNDERLINED  
 EXISTING ITEMS ARE NOT



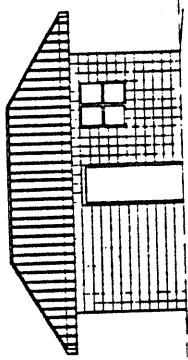


DATE	3/11/97
BY	
CHECKED BY	
SCALE	

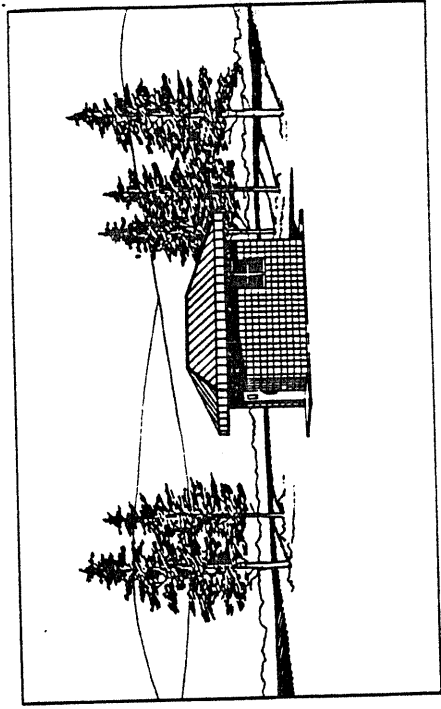
**RESTROOM**  
 PENINSULA AND  
 MICHOW PARK  
 PATEROS

PUBLIC UTILITY DISTRICT NO. 1  
 OF DOUGLAS COUNTY, WASHINGTON  
 HILLSTROM ASSOCIATES — LANDSCAPE ARCHITECTS  
 LEWIS PIERCE — DESIGNER

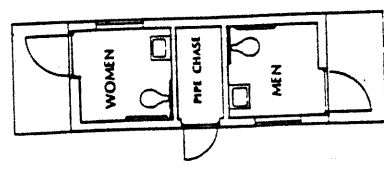
**BUILDING C  
 SMALL RESTROOM**



SIDE ELEVATION

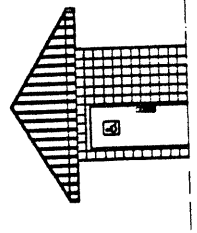
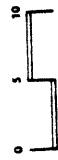


PERSPECTIVE



FLOOR PLAN

SCALE: 1/4"=1'-0"



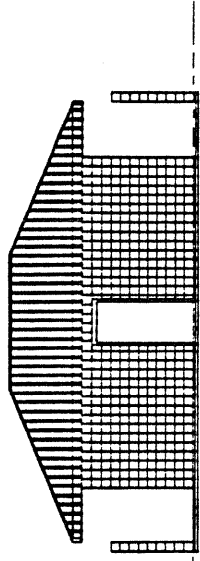
FRONT ELEVATION

DATE	NO.
5.11.87	1
REV.	
BY	
CHKD.	

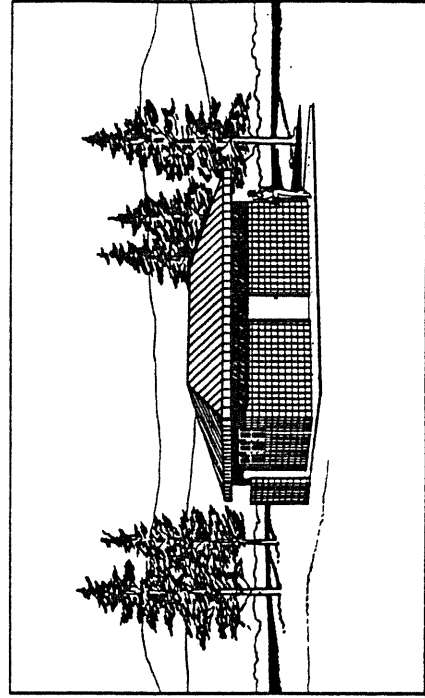
RESTROOM  
MEMORIAL PARK  
PATEROS

PUBLIC UTILITY DISTRICT NO. 1  
OF DOUGLAS COUNTY, WASHINGTON  
MELSTROM ASSOCIATES — LANDSCAPE ARCHITECTS  
LEWIS FICKEN — DESIGNER

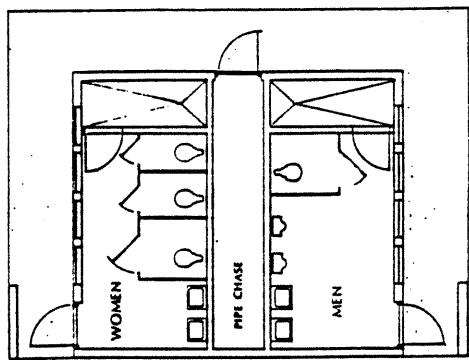
BUILDING B  
RESTROOM  
W/ SHOWERS



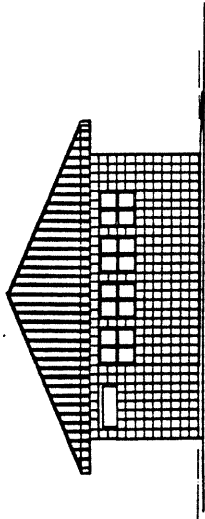
FRONT ELEVATION



PERSPECTIVE



FLOOR PLAN  
SCALE: 1/4"=1'-0"



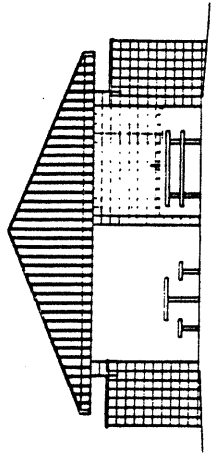
SIDE ELEVATION

DATE	
SCALE	
PROJECT	
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DATE	
BY	
CHECKED	
DATE	
BY	

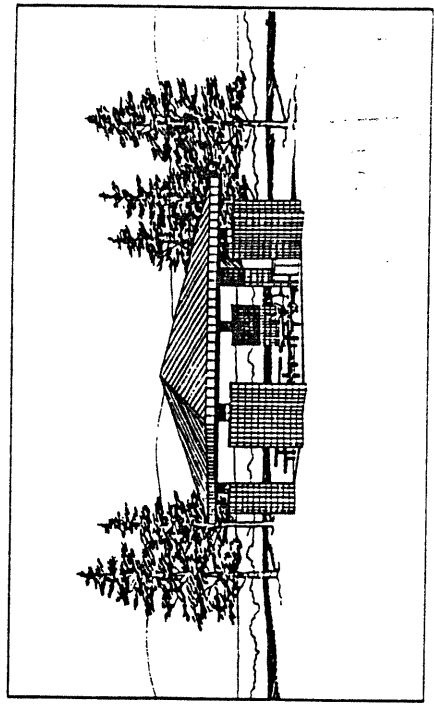
PICNIC SHELTER  
 MEMORIAL PARK  
 PATEROS

PUBLIC UTILITY DISTRICT NO. 1  
 OF DOUGLAS COUNTY, WASHINGTON  
 HELLSTROM ASSOCIATES — LANDSCAPE ARCHITECTS  
 LEWIS FICEM — DESIGNER

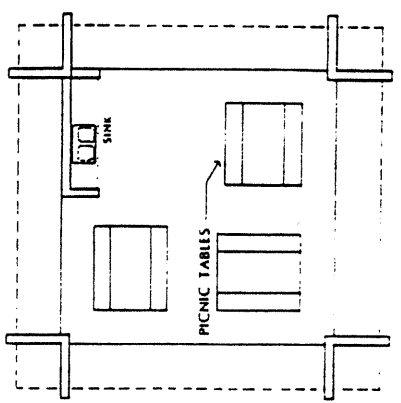
BUILDING D  
 PICNIC SHELTER  
 W/ KITCHEN



FRONT ELEVATION



PERSPECTIVE



FLOOR PLAN

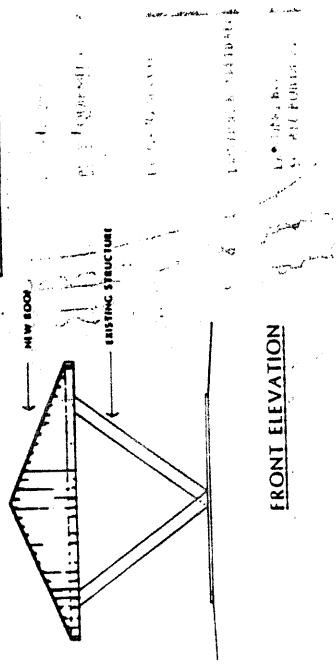


DATE	11/17/87
BY	J. PATEROS
CHECKED	
DATE	

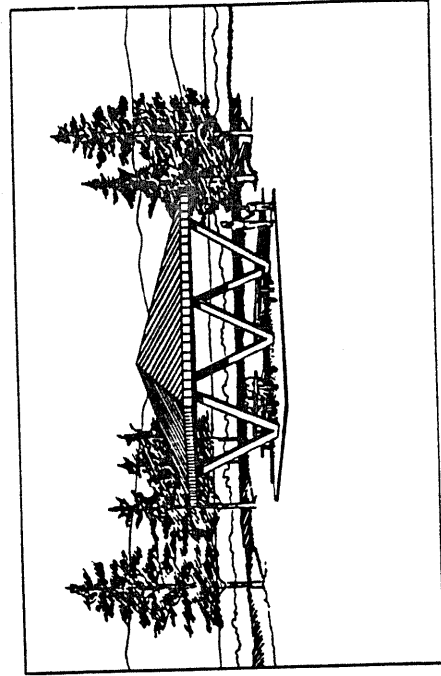
PICNIC SHELTER  
MEMORIAL PARK  
PATEROS

PUBLIC UTILITY DISTRICT NO. 1  
OF DOUGLAS COUNTY, WASHINGTON  
HILLSTROM ASSOCIATES — LANDSCAPE ARCHITECTS  
LEWIS PICKER — DESIGNER

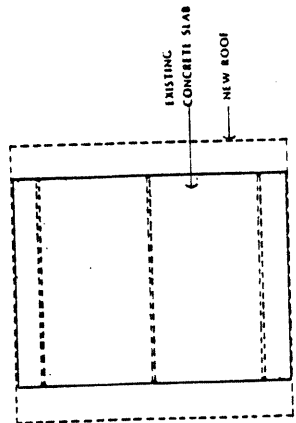
BUILDING F — NEW  
ROOF ON EXISTING  
PICNIC SHELTER



FRONT ELEVATION



PERSPECTIVE



FLOOR PLAN  
SCALE: 1/4"=1'-0"

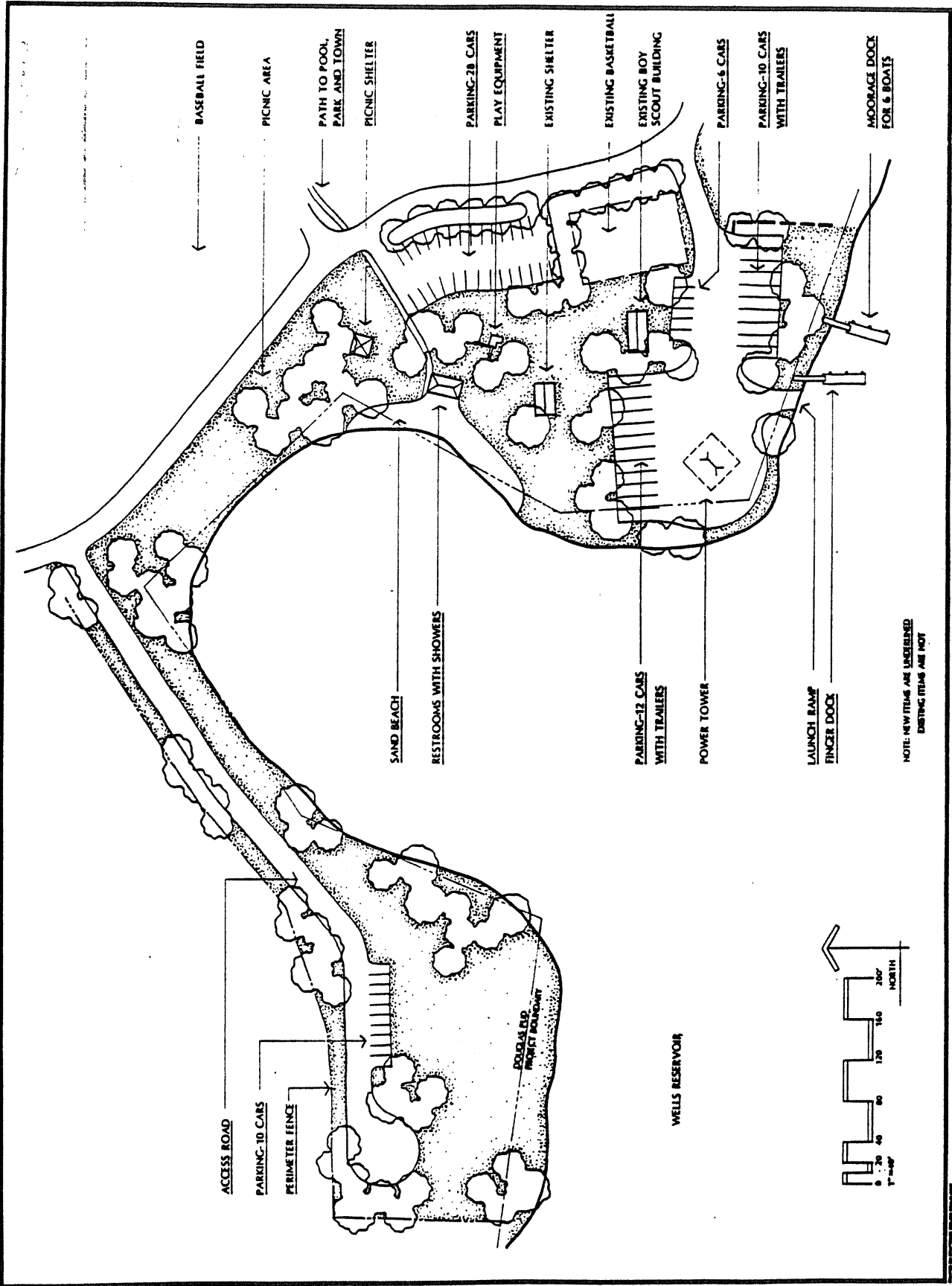




PUBLIC UTILITY DISTRICT NO. 1  
 OF DOUGLAS COUNTY WASHINGTON  
 METSITUM ASSOCIATES — LANDSCAPE ARCHITECTS

MASTER PLAN  
 WATERFRONT PARK  
 BREWSTER

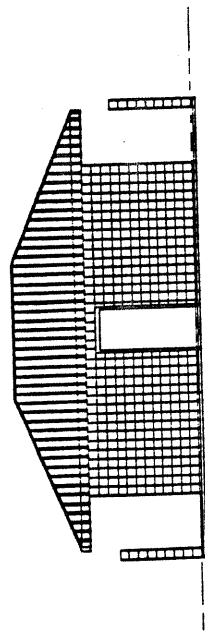
DATE	
BY	
SCALE	1" = 40'
PROJECT NO.	
SHEET NO.	
TOTAL SHEETS	



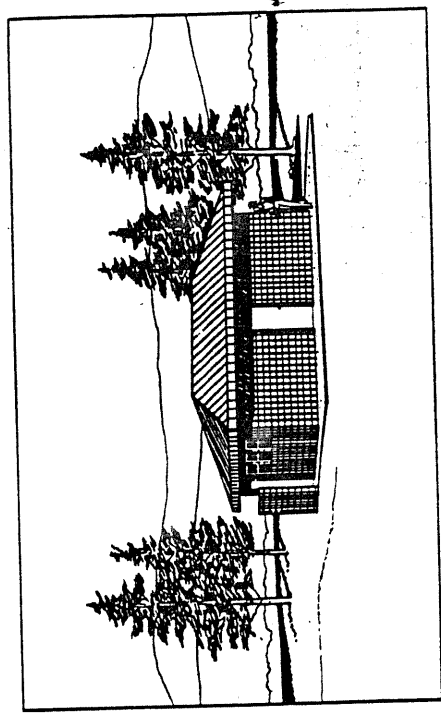
RESTROOM WATERFRONT PARK BREWSTER  
 PUBLIC UTILITY DISTRICT NO. 1  
 OF DOUGLAS COUNTY, WASHINGTON  
 MILLSTROM ASSOCIATES — LANDSCAPE ARCHITECTS  
 LEWIS PITCHER — DESIGNER

DATE	1/11/87
BY	ML
CHECKED BY	
SCALE	

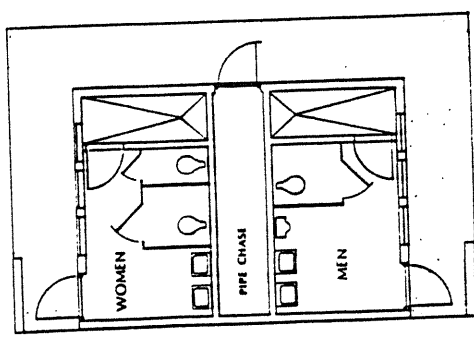
BUILDING A  
 RESTROOM  
 W/ SHOWERS



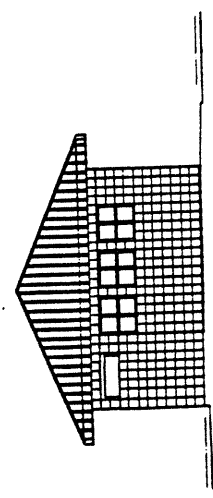
FRONT ELEVATION



PERSPECTIVE



FLOOR PLAN  
 SCALE: 1/4"=1'-0"



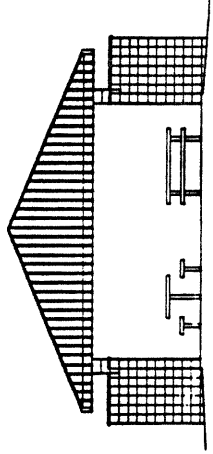
SIDE ELEVATION

DATE	5.11.07
BY	WJL
CHECKED	
APP'D	
SCALE	

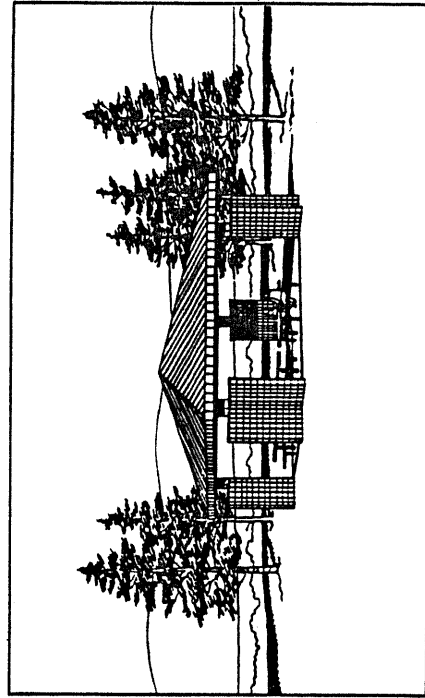
PUBLIC UTILITY DISTRICT NO. 1  
 OF DOUGLAS COUNTY, WASHINGTON  
 HELSTROM ASSOCIATES — LANDSCAPE ARCHITECTS  
 LEWIS PICKER — DESIGNER

PICNIC SHELTER  
 WATERFRONT PARK  
 BREWSTER

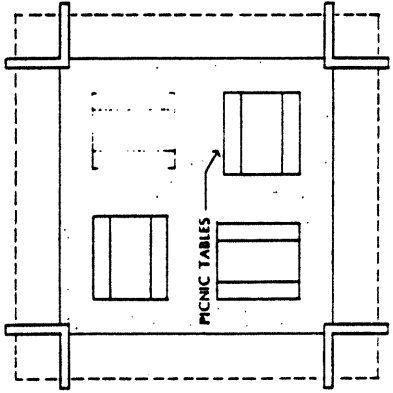
BUILDING E  
 PICNIC SHELTER



FRONT ELEVATION



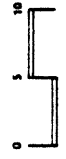
PERSPECTIVE



PICNIC TABLES

FLOOR PLAN

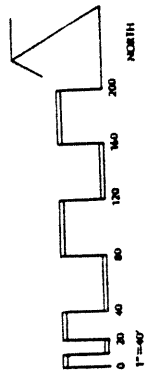
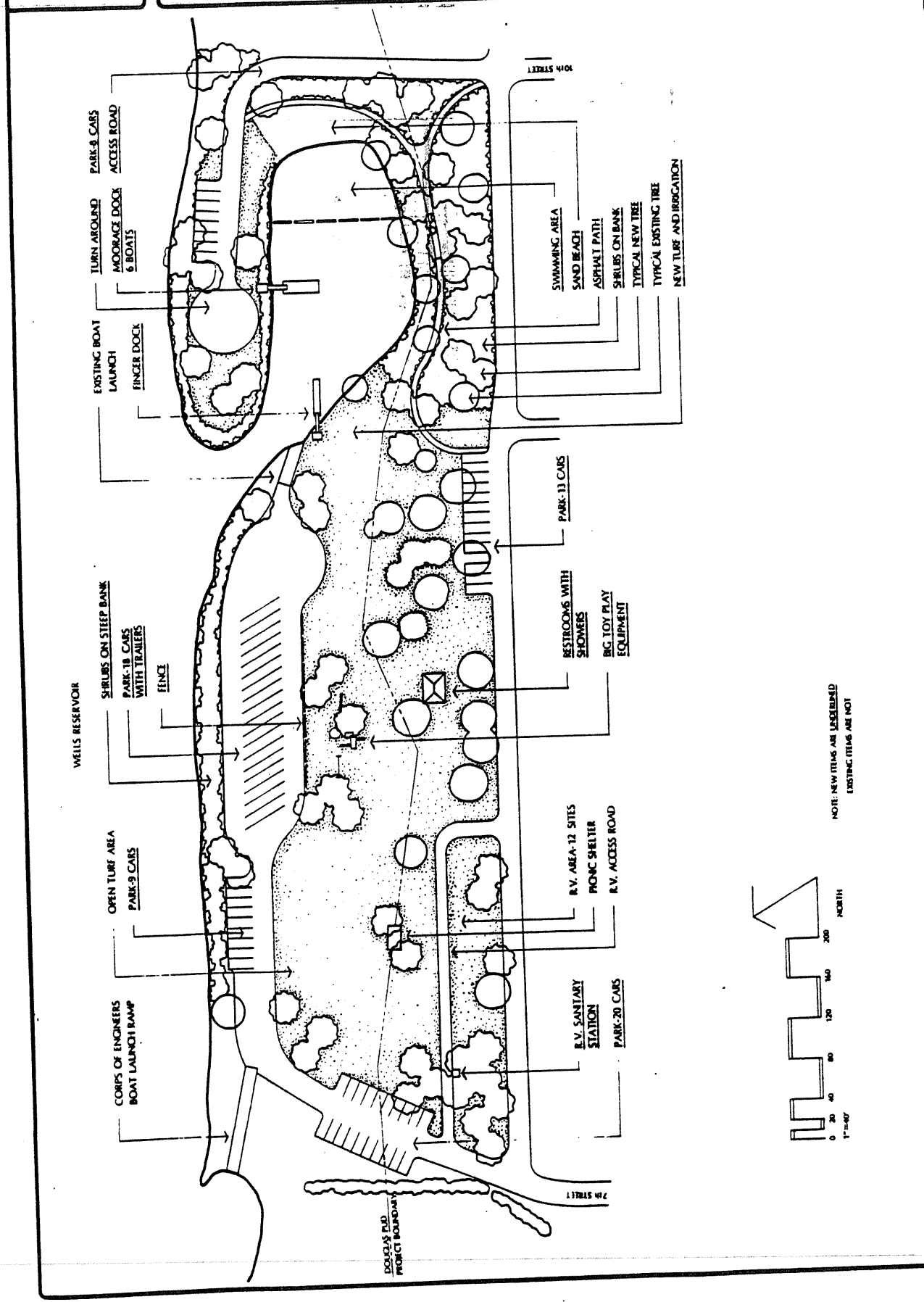
SCALE: 1/4"=1'-0"



DATE	NO.
3.11.87	1
BY	
CHKD	
APP'D	

MASTER PLAN  
MARINA PARK  
BRIDGEPORT

PUBLIC UTILITY DISTRICT NO. 1  
OF DOUGLAS COUNTY WASHINGTON  
HEILSTROM ASSOCIATES - LANDSCAPE ARCHITECTS



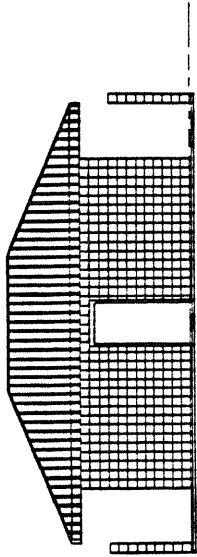
NOTE: NEW ITEMS ARE UNDERLINED  
EXISTING ITEMS ARE NOT



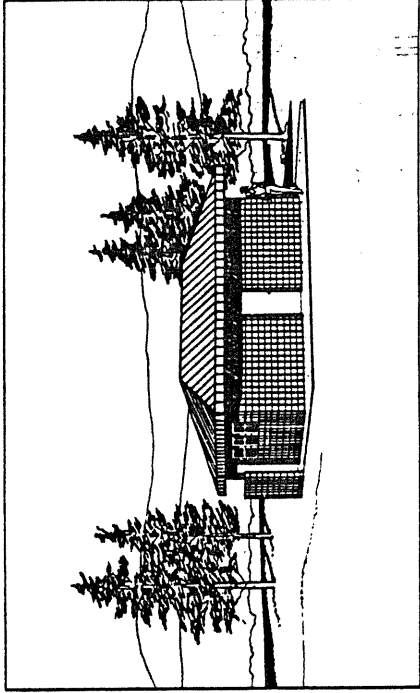
DATE	1/14/87
DESIGNED BY	LEWIS PICKER
CHECKED BY	LEWIS PICKER
DATE	1/14/87
SCALE	AS SHOWN
PROJECT NO.	
DRAWING NO.	

RESTROOM  
 MARINA PARK  
 BRIDGEPORT  
 PUBLIC UTILITY DISTRICT NO. 1  
 OF DOUGLAS COUNTY, WASHINGTON  
 HELLSTROM ASSOCIATES — LANDSCAPE ARCHITECTS  
 LEWIS PICKER — DESIGNER

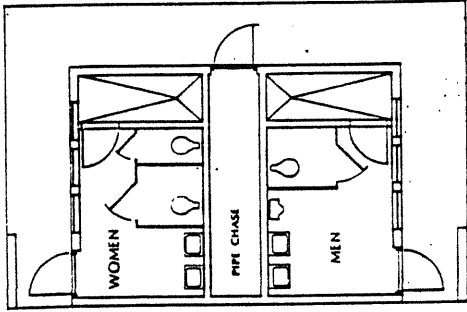
BUILDING A  
 RESTROOM  
 W/ SHOWERS



FRONT ELEVATION

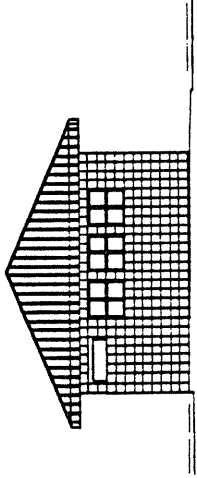


PERSPECTIVE



FLOOR PLAN

SCALE: 1/4"=1'-0"



SIDE ELEVATION

RESOLUTION NO. 87-66

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS BETWEEN THE TOWNS OF BRIDGEPORT, BREWSTER AND PATEROS REGARDING ADDITIONAL RECREATIONAL FACILITIES IN THE WELLS HYDROELECTRIC PROJECT AREA

RECITALS:

1. The District operates the Wells Hydroelectric Project on the Columbia River (Project) under license No. 2149 from the Federal Energy Regulatory Commission (FERC). On September 23, 1982, FERC entered an Order Amending License (major) authorizing the District to raise the water at the forebay of Wells Dam from elevation 779 to 781 feet MSL. Article 51 of this order addresses a study of the need, if any, for providing additional public recreational facilities in connection with the Project.

2. The Towns of Bridgeport, Brewster and Pateros (hereinafter "Towns") have in place certain recreational facilities on or adjacent to Town properties. The District and Towns have had discussions in regard to the feasibility of the District providing additional recreational facilities on these park properties and on adjoining District properties in order to serve the present and future needs of the District. These additional recreational facilities will be reasonably appropriate to accomplish the primary purpose of the District to furnish electric power and energy to the District and the customers thereof.

3. The Towns are more specifically qualified and capable of providing administration, operation and maintenance services for recreational facilities in the area, and intend to provide the administration, operation and maintenance of any

additional facilities constructed and paid for by the District.

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4. It is expected that the monies for the cost of constructing these additional recreational facilities will be available from the Turbine Runner Replacement Fund as set forth in Resolution 86-168 as amended as an Additional Project.

5. Separate agreements between each of the Towns have been negotiated providing for the construction of certain additional recreational facilities at a cost not to exceed the sum of \$250,000 per town provided that FERC enters an order that the construction of the proposed additional recreational facilities will constitute compliance with Article 51 of the Order Amending License (major) dated September 23, 1982. The form of each of these agreements has been approved by the District's attorneys and staff. The duplicate originals of these agreements are attached hereto and have been executed by the Towns.

6. It is in the best interests of the District to execute the agreements between the Towns of Bridgeport, Brewster and Pateros regarding the construction of additional recreational facilities in the Wells Hydroelectric Project area.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Douglas County, Washington, that it is hereby authorized to execute the agreements between the Towns of Bridgeport, Brewster and Pateros regarding the construction of additional recreational facilities in the Wells Hydroelectric Project area at a cost not to exceed the sum of \$250,000 per town.

ADOPTED this 15th day of June, 1987.

Michael Doneen  
MICHAEL DONEEN, President  
T. James Davis  
T. JAMES DAVIS, Vice-President

Howard Prey  
HOWARD PREY, Secretary

AGREEMENT BETWEEN THE TOWN OF PATEROS  
AND PUBLIC UTILITY DISTRICT NO. 1  
OF DOUGLAS COUNTY, WASHINGTON

This Agreement made and entered into this 15<sup>th</sup> day of June, 1987, by and between the Town of Pateros, port, Washington, a Municipal Corporation, (hereafter referred to as "Town"), and Public Utility District No. 1 of Douglas County, Washington, a Municipal Corporation (hereafter referred to as "District").

RECITALS:

1. The District operates the Wells Hydroelectric Project on the Columbia River (hereafter referred to as the "Project"), under License No. 2149 from the Federal Energy Regulatory Commission, (FERC). On September 23, 1982, FERC entered an Order Amending License (major) authorizing the District to raise the water at the forebay of Wells Dam from elevation 779 to 781 feet MSL. Article 51 of the Order Amending License addresses a study of the need, if any, for providing additional public recreational facilities in connection with the Project.

2. The Town has in place certain recreational facilities on Town property. The District and Town have held preliminary discussions in regard to the feasibility of the District providing additional recreational facilities on park property owned by the Town and on adjoining District property in order to meet an increased need for said facilities.

3. The District's FERC license requires that it study and address recreational needs on the Project. The Town is more specifically qualified and capable of providing administration, operation, and maintenance services for recreational facilities in the area, and intends to provide the administration, operation, and maintenance of any additional facilities to be constructed and paid for by the District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein provided, the parties agree as follows:

AGREEMENT

1. Property. The Town represents that it owns the real property described in Exhibit "A", attached hereto, upon which the District will cause to be constructed and placed certain recreational facilities. The Town shall make available to the District, at no cost to the District, its real property described in Exhibit "A" in order that the

District may construct certain facilities thereon. The District owns certain property abutting the Columbia River and contiguous with the Town's real property denoted in Exhibit "A". The District's property is more particularly described in Exhibit "B" attached hereto.

2. Cooperation and Specific Performance. The Town agrees to cooperate with the District and its agents or contractors in order to ensure a timely completion of the facilities. The Town agrees not to delay or impede construction of any recreational facilities and to provide to the District and/or its agents or contractors, a right of entry on the property described in Exhibit "A", in order to construct said facilities. The Town acknowledges and recognizes the contingency set forth in paragraph 5 below. The Town agrees that the subject matter of this agreement is of such special nature that legal damages would not be a just and reasonable substitute for specific performance by the Town of its obligations herein, and that any breach by the Town of the performance of its obligations would make it impossible or impractical for the District to ascertain the legal measure of its damages. The Town specifically agrees that specific performance shall be a remedy available to the District in the event of any breach by the Town of the performance of its obligations set forth herein.

3. Construction and Cost. The District, at its sole expense, shall cause to be constructed certain recreational facilities on the Town property and on the abutting District property, the cost of construction of which shall not exceed the sum of \$250,000, subject to the terms of Paragraphs 4 and 5 below. These facilities are denoted in Exhibits "C" and "D" attached hereto.

4. Permits. The Town shall be solely responsible for obtaining all necessary permits from the appropriate governmental agencies for the construction of the recreational facilities described in Exhibits "C" and "D". The Town shall further act as the lead agency insofar as environmental laws and regulations are concerned. The District shall use its best efforts to work with the Town and assist the Town in preparing the applications for the necessary permits. The Town shall use its best efforts in preparing the applications for the necessary permits and submit them in a timely manner. In the event the Town is unable to secure the necessary permits, the District shall be excused from any further performance under this agreement.

5. FERC Compliance. This entire agreement shall be contingent upon an order from the FERC that the District has complied with the provisions of Article 51 of the Order

Amending License (major) dated September 23, 1982. In the event the FERC does not issue such an order, this entire agreement shall be null and void and the District shall be excused from performance hereunder.

6. Operation, Maintenance and Administration.

The Town hereby specifically agrees that it shall be solely responsible for all the administration, operation and maintenance of the facilities constructed hereunder by the District. This paragraph also applies to facilities such as docks, piers, boat launch ramps, parking facilities and facilities other than riprap and bank protection that are constructed by the District under the terms of this agreement, whether such facilities are on Town property or District property. The Town agrees that it will administer, operate and maintain all the facilities constructed hereunder in a first class manner.

7. Plans and Bidding Documents. The District

has prepared preliminary plans of the proposed additional recreational facilities and reviewed the same with the Town. Upon execution of this agreement, the District shall cause to be prepared "Bidding Documents" which shall consist of plans and specifications for the proposed additional recreational facilities, generally described in Exhibits "C" and "D". The District shall have the sole and exclusive



control of the contents of the Bidding Documents but the District will review said Bidding Documents with the Town. The Town agrees to complete its review of the Bidding Documents in a timely manner so as not to delay or impede progress of the construction of the additional recreational facilities.

8. Costs of Construction. The cost of construction of the additional recreational facilities shall be the total dollar amount paid by the District to the contractor for the construction of the additional recreational facilities.

9. Legal Responsibility. The additional recreational facilities constructed by the District pursuant to this agreement shall be the property of and under the exclusive ownership of the entity that owns the underlying real property as denoted in Exhibits "A" and "B". The Town shall bear the sole risk of loss of or damage to the additional facilities which are located on its property upon completion of the District's construction thereof. The District shall have no responsibility or legal liability whatsoever arising out of the administration, operation or maintenance of the additional recreational facilities to be built on the Town's property.

10. Future Development. Any future additional development and landscaping performed by the Town on the property described in Exhibit "A" shall be in accordance with first class construction and landscaping practices and shall be compatible with all existing facilities and landscaping. Such future facilities shall also be in conformance with land use laws and regulations in existence at that time, and the District shall have absolutely no obligation to design, administer, provide or construct such future facilities or modify or improve the facilities constructed hereunder.

11. Indemnity. The Town hereby releases and agrees to hold harmless, indemnify and defend the District and its officers, agents, employees and contractors from, against and for any and all liabilities, obligations, suits, claims, demands, actions, costs and expenses of any kind which may be imposed upon or asserted against the District by reason of any accident, injury or damage to any person and/or property arising from or in connection with either the removal of the additional recreational facilities or the administration, operation, maintenance or use of the additional recreational facilities, except to the extent such accident, injury or damage arises from the negligence of the District or its officers, agents, employees or contractors.

The Town shall name the District as an additional named insured on any comprehensive general liability policy covering the administration, operation, maintenance or use of the additional recreational facilities, provided that naming the District as an additional named insured does not significantly increase the cost of that insurance. In the event that it does significantly increase the cost of that insurance the Town agrees (1) to provide the District at least thirty (30) days' notice before the District is no longer an additional named insured under that policy and (2) allow the District to bear the cost of it being an additional named insured.

12. Wells Project. All facilities constructed hereunder wherever located shall be subject to the operation and maintenance of the Project as set forth in previous agreements between the Town and the District and existing permits, licenses and easements.

13. No Partnership. This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligations or liability upon any party. Further, no party shall have any right, power or authority to enter into any contract or commitment for or on behalf of, to act as or be an agent or representative of, or otherwise to bind any other party.

14. Notices. All notices to be given pursuant to this agreement shall be addressed to the Mayor of the Town of Pateros, Washington, City Hall, Pateros, Washington 98846, and to the Manager, Douglas County Public Utility District No. 1 of Douglas County, Washington, 1151 Valley Mall Parkway, East Wenatchee, Washington, 98801, or as may from time to time be directed by notice from the other party. Notice shall be deemed to have been given when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited, postage prepaid, in a post office or branch post office of the United States Government.

15. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither the Town's rights or duties under the terms of this agreement shall be delegable or assignable without prior written approval of the District. No delegation of the Town's rights shall relieve the Town of its obligations under this agreement.

16. Law-Venue. The parties hereto agree that this agreement shall be governed by the laws of the State of Washington, and that in the event legal action becomes necessary to enforce any provisions hereof, venue shall be in Douglas County, Washington.

17. Compliance. The parties, in fulfilling their obligations hereunder, shall conform to and comply with all

laws, rules, regulations, conditions or restrictions promulgated by the FERC or any other governmental agency or other governmental entity having jurisdiction over the Project.

18. Non-Waiver. The failure of any party to insist upon or enforce strict performance by the other party of any of the provisions of this agreement or to exercise any rights under this agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions or rights in any other instance.

19. Implementation. Each party shall, upon written request of the other party, take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may be reasonably required for the implementation or continuing performance of this agreement.

20. Time for Performance. The District agrees to complete construction of the additional recreational facilities generally described in Exhibits "C" and "D" within four (4) years of the date of the order from the FERC described in paragraph 5 above.

21. Force Majeure. The District shall be excused from the performance of any of its obligations hereunder as to that portion of the property so affected during any period in which performance is prevented by causes herein termed "force majeure." For purposes of this agreement

"force majeure" shall include, but not be limited to labor disputes, acts of God, extraordinary action of the elements, severe-inclement weather, floods, slides, cave-ins, applications of laws, rules, regulations, requests or orders from governmental bodies or agencies thereof, inability to obtain or delay in obtaining any licenses, permits or other governmental authorizations or permissions that may be required, unavoidable delay in obtaining or inability to obtain necessary materials, facilities and equipment, explosion, fire, damage or destruction to the facilities, the "suspension of operations due to economic causes," as hereinafter defined, and any other cause, whether similar or dissimilar to those specifically enumerated, beyond the reasonable control of the District whether or not the same could have been foreseen or prevented. The phrase "suspension of operations due to economic causes" shall mean the existence of price, cost, market or other economic factors which the District in its sole and exclusive discretion, in good faith determines temporarily renders the commencement or continuation of construction of the additional facilities on the property economically impractical or imprudent. If the District desires to invoke the provisions of this paragraph 21, the District shall do so by giving written notice to the Town of the commencement of and the specific circumstances giving rise to such force majeure. The District shall promptly take all reasonable actions to cure the same. The

period for the performance of the District's obligations with respect to the prevented performance and the term of this agreement shall be extended for the period of such force majeure.

23. Invalid Provision. The invalidity or unenforceability of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Survival. The obligations of the Town under Paragraphs 2, 6, 9, 10, 11, 12, 13, 15, 16, and 17 and all provisions of this agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this agreement shall survive the completion, termination or cancellation of this agreement so long as the District is the licensee of the Project.

IN WITNESS WHEREOF, the said parties have hereunto set their hands on this 15<sup>th</sup> day of June, 1987.

TOWN OF PATEROS,  
WASHINGTON

PUBLIC UTILITY DISTRICT  
NO. 1 OF DOUGLAS COUNTY

By *Jane R. Lambert*  
Mayor

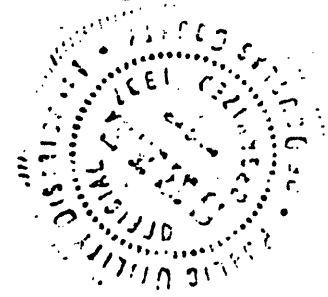
By *Michael Doneen*  
MICHAEL DONEEN, President

By *Edmond Haber*  
Town Council Member

By *T. James Davis*  
T. JAMES DAVIS, Vice  
President

By *Lucille Foster*  
Town Council Member

By *Howard Prey*  
HOWARD PREY, Secretary





STATE OF WASHINGTON )  
 )  
COUNTY OF Chelan ) ss.

I CERTIFY that I know or have satisfactory evidence that John D. Lambert, Rodney A. Baker and Lucille Foster signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor, Town Council Member and Town Council Member, respectively, of the TOWN OF PATEROS, WASHINGTON, Douglas County, Washington, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes mentioned in the instrument, and that the seal affixed is the corporate seal of said municipal corporation.

DATED this 2<sup>nd</sup> day of June, 1987.

Joan J. Miller  
NOTARY PUBLIC for the State of Washington.

My commission expires 11-12-90.

STATE OF WASHINGTON )  
 )  
COUNTY OF DOUGLAS ) ss.

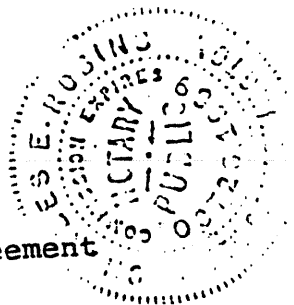
I CERTIFY that I know or have satisfactory evidence that MICHAEL DONEEN, T. JAMES DAVIS and HOWARD PREY signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President, Vice President and Secretary, respectively, of the Commissioners of the PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes mentioned in the instrument, and that the seal affixed is the corporate seal of said municipal corporation.

DATED this 15<sup>th</sup> day of June, 1987.

Charles E. Robins  
NOTARY PUBLIC for the State of Washington.

My commission expires 10-26-89.

Agreement  
A3.



Town of Pateros  
Park Improvements  
Description of affected land

Exhibit A: Town of Pateros lands

Exhibit B: Douglas County P.U.D. lands

Memorial Park

Exhibit A:

All of Block 6, Pateros Replat No. 3, as filed in Vol. G , page 29, records of Okanogan County Auditor, Okanogan, Wa.

Exhibit B:

That portion of Government Lot 5, Section 36, Township 30 North, Range 23 East, W.M., lying between and adjoining the easterly line of Block 6, Pateros Replat No. 3, as filed in Vol. G , page 29, records of Okanogan County Auditor, Okanogan, Wa., and the line of ordinary high water, as shown on sht 7 of 39, Wells Hydroelectric Project, Exhibit "K" Drawings.

Methow River Boat Launch

Exhibit A:

All of Block 9, Pateros Replat No. 4, as filed in Vol. G , page 30, records of Okanogan County Auditor, Okanogan, Wa.

Exhibit B:

No affected lands.

Penninsula Park

Exhibit A:

All of Block 11 and a portion of adjoining Block 16, Pateros Replat No. 4, as filed in Vol. G , page 30, records of Okanogan County Auditor, Okanogan, Wa.

Exhibit B:

No affected lands.

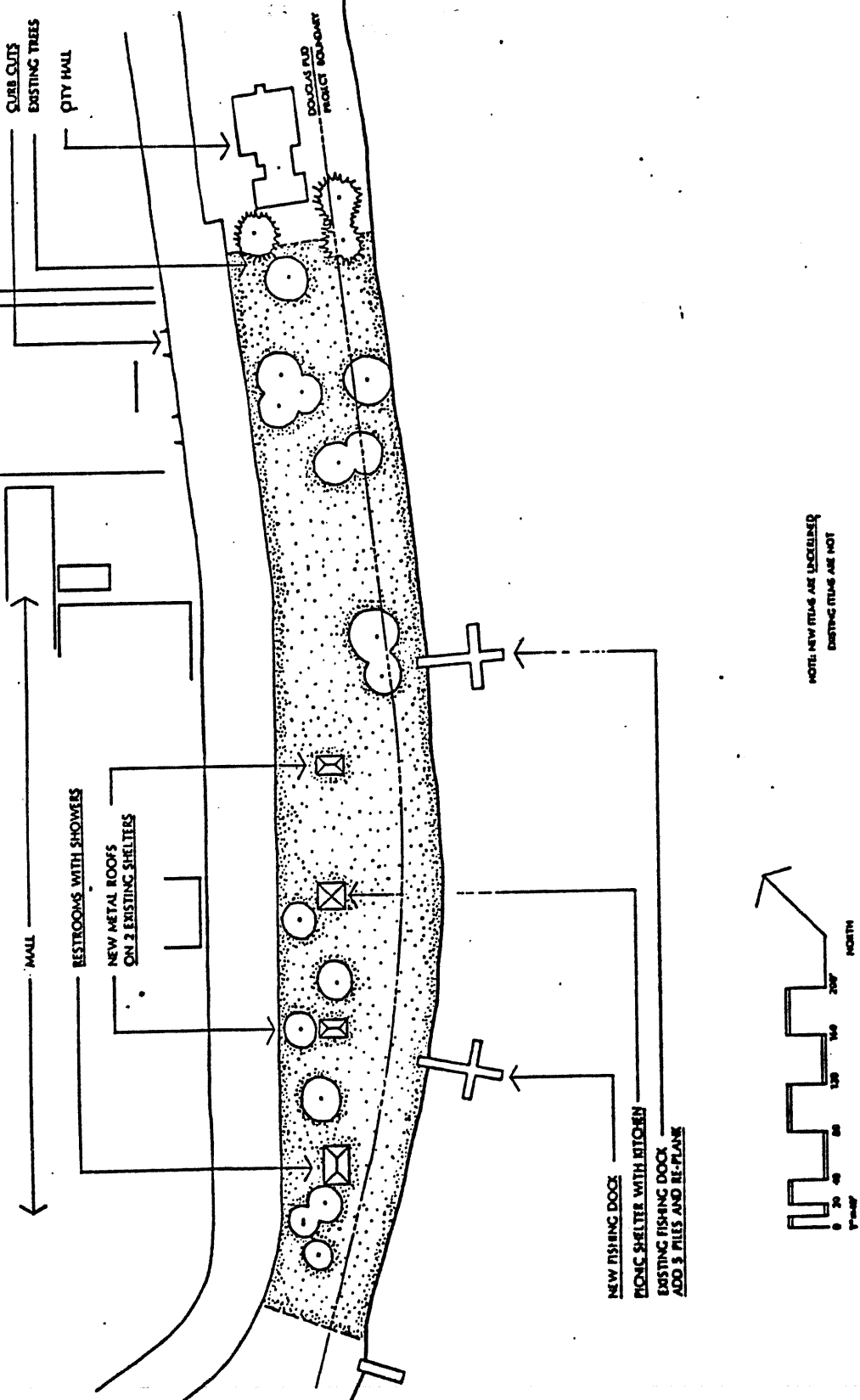
EXHIBIT C  
SITE DEVELOPMENT  
PATEROS PARKS

ITEM

RESTROOMS WITH SHOWERS - MEMORIAL  
PICNIC SHELTER WITH KITCHEN - MEMORIAL  
\*FISHING DOCK - MEMORIAL  
PILING - EXISTING DOCK - MEMORIAL  
RE-ROOF 2 SHELTERS WITH METAL ROOFS - MEMORIAL  
LAUNCH RAMP - METHOW BOAT LAUNCH  
\*FINGER DOCK - METHOW BOAT LAUNCH  
FISH CLEANING STATION - METHOW BOAT LAUNCH  
PARKING AREA - METHOW BOAT LAUNCH  
SMALL RESTROOM - METHOW BOAT LAUNCH  
SMALL RESTROOM - PENINSULA PARK  
SAND BEACH - PENINSULA PARK  
SHRUBS - PENINSULA PARK  
CURBS - TENNIS COURT  
PAYING - TENNIS COURT  
LAUNCH RAMP - WINTER BOAT LAUNCH (N.E. OF MOTEL)  
\*FINGER DOCK - WINTER BOAT LAUNCH (N.E. OF MOTEL)

\*WOOD DOCK

DATE	
SCALE	
SHEET NO.	
TOTAL SHEETS	
PROJECT NO.	
CLIENT	
LOCATION	

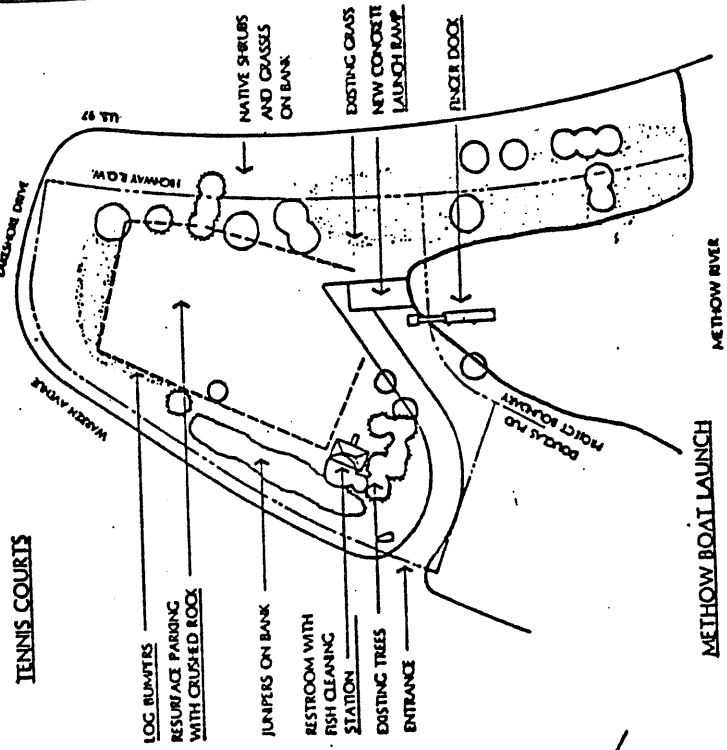
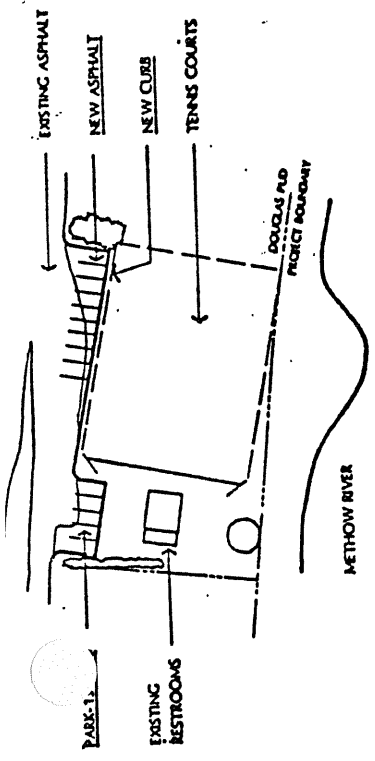


NOTE: NEW PILLS ARE UNDERLINED  
EXISTING PILLS ARE NOT

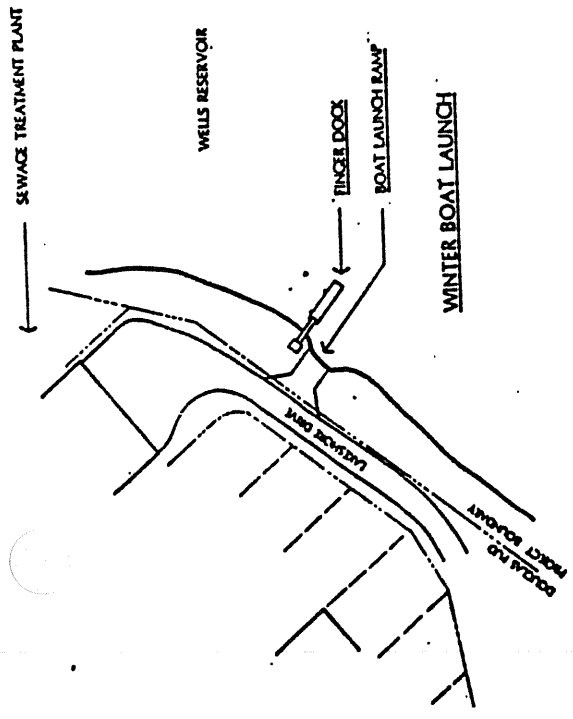
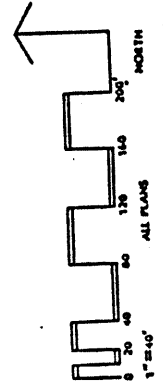
HELISTROM ASSOCIATES  
LANDSCAPE ARCHITECTS

MASTER PLANS  
VARIOUS PARKS  
PATRICK

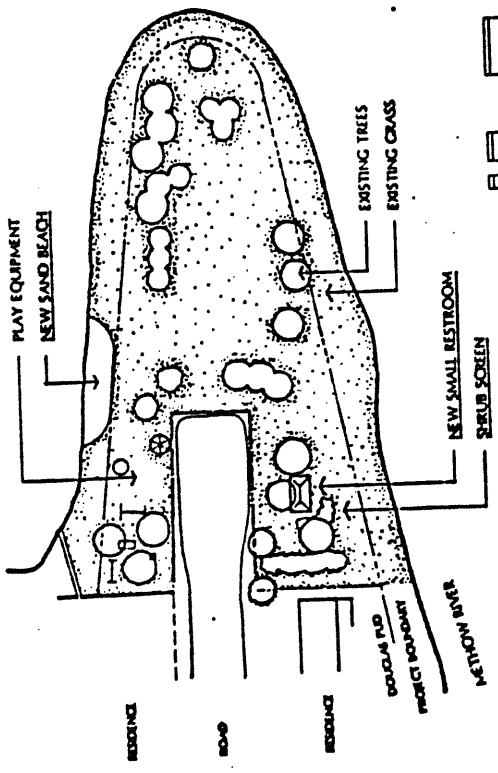
DATE	
BY	
SCALE	
NO.	



NOTE: NEW ITEMS ARE UNDERLINED  
EXISTING ITEMS ARE NOT



WINTER BOAT LAUNCH



PENINSULA PARK

AGREEMENT BETWEEN THE TOWN OF BREWSTER  
AND PUBLIC UTILITY DISTRICT NO. 1  
OF DOUGLAS COUNTY, WASHINGTON

This Agreement made and entered into this 15<sup>th</sup> day  
of June, 1987, by and between the Town of Brewster,  
Washington, a Municipal Corporation, (hereafter referred to  
as "Town"), and Public Utility District No. 1 of Douglas  
County, Washington, a Municipal Corporation (hereafter  
referred to as "District").

RECITALS:

1. The District operates the Wells Hydroelectric  
Project on the Columbia River (hereafter referred to as the  
"Project"), under License No. 2149 from the Federal Energy  
Regulatory Commission, (FERC). On September 23, 1982, FERC  
entered an Order Amending License (major) authorizing the  
District to raise the water at the forebay of Wells Dam from  
elevation 779 to 781 feet MSL. Article 51 of the Order  
Amending License addresses a study of the need, if any, for  
providing additional public recreational facilities in  
connection with the Project.

2. The Town has in place certain recreational facilities on Town property. The District and Town have held preliminary discussions in regard to the feasibility of the District providing additional recreational facilities on park property owned by the Town and on adjoining District property in order to meet an increased need for said facilities.

3. The District's FERC license requires that it study and address recreational needs on the Project. The Town is more specifically qualified and capable of providing administration, operation, and maintenance services for recreational facilities in the area, and intends to provide the administration, operation, and maintenance of any additional facilities to be constructed and paid for by the District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein provided, the parties agree as follows:

AGREEMENT

1. Property. The Town represents that it owns the real property described in Exhibit "A", attached hereto, upon which the District will cause to be constructed and placed certain recreational facilities. The Town shall make available to the District, at no cost to the District, its real property described in Exhibit "A" in order that the

District may construct certain facilities thereon. The District owns certain property abutting the Columbia River and contiguous with the Town's real property denoted in Exhibit "A". The District's property is more particularly described in Exhibit "B" attached hereto.

2. Cooperation and Specific Performance. The Town agrees to cooperate with the District and its agents or contractors in order to ensure a timely completion of the facilities. The Town agrees not to delay or impede construction of any recreational facilities and to provide to the District and/or its agents or contractors, a right of entry on the property described in Exhibit "A", in order to construct said facilities. The Town acknowledges and recognizes the contingency set forth in paragraph 5 below. The Town agrees that the subject matter of this agreement is of such special nature that legal damages would not be a just and reasonable substitute for specific performance by the Town of its obligations herein, and that any breach by the Town of the performance of its obligations would make it impossible or impractical for the District to ascertain the legal measure of its damages. The Town specifically agrees that specific performance shall be a remedy available to the District in the event of any breach by the Town of the performance of its obligations set forth herein.



3. Construction and Cost. The District, at its sole expense, shall cause to be constructed certain recreational facilities on the Town property and on the abutting District property, the cost of construction of which shall not exceed the sum of \$250,000, subject to the terms of Paragraphs 4 and 5 below. These facilities are denoted in Exhibits "C" and "D" attached hereto.

4. Permits. The Town shall be solely responsible for obtaining all necessary permits from the appropriate governmental agencies for the construction of the recreational facilities described in Exhibits "C" and "D". The Town shall further act as the lead agency insofar as environmental laws and regulations are concerned. The District shall use its best efforts to work with the Town and assist the Town in preparing the applications for the necessary permits. The Town shall use its best efforts in preparing the applications for the necessary permits and submit them in a timely manner. In the event the Town is unable to secure the necessary permits, the District shall be excused from any further performance under this agreement.

5. FERC Compliance. This entire agreement shall be contingent upon an order from the FERC that the District has complied with the provisions of Article 51 of the Order

Amending License (major) dated September 23, 1982. In the event the FERC does not issue such an order, this entire agreement shall be null and void and the District shall be excused from performance hereunder.

6. Operation, Maintenance and Administration.

The Town hereby specifically agrees that it shall be solely responsible for all the administration, operation and maintenance of the facilities constructed hereunder by the District. This paragraph also applies to facilities such as docks, piers, boat launch ramps, parking facilities and facilities other than riprap and bank protection that are constructed by the District under the terms of this agreement, whether such facilities are on Town property or District property. The Town agrees that it will administer, operate and maintain all the facilities constructed hereunder in a first class manner.

7. Plans and Bidding Documents. The District has prepared preliminary plans of the proposed additional recreational facilities and reviewed the same with the Town. Upon execution of this agreement, the District shall cause to be prepared "Bidding Documents" which shall consist of plans and specifications for the proposed additional recreational facilities, generally described in Exhibits "C" and "D". The District shall have the sole and exclusive

control of the contents of the Bidding Documents but the District will review said Bidding Documents with the Town. The Town agrees to complete its review of the Bidding Documents in a timely manner so as not to delay or impede progress of the construction of the additional recreational facilities.

8. Costs of Construction. The cost of construction of the additional recreational facilities shall be the total dollar amount paid by the District to the contractor for the construction of the additional recreational facilities.

9. Legal Responsibility. The additional recreational facilities constructed by the District pursuant to this agreement shall be the property of and under the exclusive ownership of the entity that owns the underlying real property as denoted in Exhibits "A" and "B". The Town shall bear the sole risk of loss of or damage to the additional facilities which are located on its property upon completion of the District's construction thereof. The District shall have no responsibility or legal liability whatsoever arising out of the administration, operation or maintenance of the additional recreational facilities to be built on the Town's property.

10. Future Development. Any future additional development and landscaping performed by the Town on the property described in Exhibit "A" shall be in accordance with first class construction and landscaping practices and shall be compatible with all existing facilities and landscaping. Such future facilities shall also be in conformance with land use laws and regulations in existence at that time, and the District shall have absolutely no obligation to design, administer, provide or construct such future facilities or modify or improve the facilities constructed hereunder.

11. Indemnity. The Town hereby releases and agrees to hold harmless, indemnify and defend the District and its officers, agents, employees and contractors from, against and for any and all liabilities, obligations, suits, claims, demands, actions, costs and expenses of any kind which may be imposed upon or asserted against the District by reason of any accident, injury or damage to any person and/or property arising from or in connection with either the removal of the additional recreational facilities or the administration, operation, maintenance or use of the additional recreational facilities, except to the extent such accident, injury or damage arises from the negligence of the District or its officers, agents, employees or contractors.

The Town shall name the District as an additional named insured on any comprehensive general liability policy covering the administration, operation, maintenance or use of the additional recreational facilities, provided that naming the District as an additional named insured does not significantly increase the cost of that insurance. In the event that it does significantly increase the cost of that insurance the Town agrees to (1) provide the District at least thirty (30) days' notice before the District is no longer an additional named insured under that policy and (2) allow the District to bear the cost of it being an additional named insured.

12. Wells Project. All facilities constructed hereunder wherever located shall be subject to the operation and maintenance of the Project as set forth in previous agreements between the Town and the District and existing permits, licenses and easements.

13. No Partnership. This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligations or liability upon any party. Further, no party shall have any right, power or authority to enter into any contract or commitment for or on behalf of, to act as or be an agent or representative of, or otherwise to bind any other party.

14. Notices. All notices to be given pursuant to this agreement shall be addressed to the Mayor of the Town of Brewster, Washington, City Hall, Brewster, Washington 98812, and to the Manager, Douglas County Public Utility District No. 1 of Douglas County, Washington, 1151 Valley Mall Parkway, East Wenatchee, Washington, 98801, or as may from time to time be directed by notice from the other party. Notice shall be deemed to have been given when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited, postage prepaid, in a post office or branch post office of the United States Government.

15. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither the Town's rights or duties under the terms of this agreement shall be delegable or assignable without prior written approval of the District. No delegation of the Town's rights shall relieve the Town of its obligations under this agreement.

16. Law-Venue. The parties hereto agree that this agreement shall be governed by the laws of the State of Washington, and that in the event legal action becomes necessary to enforce any provisions hereof, venue shall be in Douglas County, Washington.

17. Compliance. The parties, in fulfilling their obligations hereunder, shall conform to and comply with all

laws, rules, regulations, conditions or restrictions promulgated by the FERC or any other governmental agency or other governmental entity having jurisdiction over the Project.

18. Non-Waiver. The failure of any party to insist upon or enforce strict performance by the other party of any of the provisions of this agreement or to exercise any rights under this agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions or rights in any other instance.

19. Implementation. Each party shall, upon written request of the other party, take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may be reasonably required for the implementation or continuing performance of this agreement.

20. Time for Performance. The District agrees to complete construction of the additional recreational facilities generally described in Exhibits "C" and "D" within four (4) years of the date of the order from the FERC described in paragraph 5 above.

21. Force Majeure. The District shall be excused from the performance of any of its obligations hereunder as to that portion of the property so affected during any period in which performance is prevented by causes herein termed "force majeure." For purposes of this agreement

"force majeure" shall include, but not be limited to labor disputes, acts of God, extraordinary action of the elements, severe inclement weather, floods, slides, cave-ins, applications of laws, rules, regulations, requests or orders from governmental bodies or agencies thereof, inability to obtain or delay in obtaining any licenses, permits or other governmental authorizations or permissions that may be required, unavoidable delay in obtaining or inability to obtain necessary materials, facilities and equipment, explosion, fire, damage or destruction to the facilities, the "suspension of operations due to economic causes," as hereinafter defined, and any other cause, whether similar or dissimilar to those specifically enumerated, beyond the reasonable control of the District whether or not the same could have been foreseen or prevented. The phrase "suspension of operations due to economic causes" shall mean the existence of price, cost, market or other economic factors which the District in its sole and exclusive discretion, in good faith determines temporarily renders the commencement or continuation of construction of the additional facilities on the property economically impractical or imprudent. If the District desires to invoke the provisions of this paragraph 21, the District shall do so by giving written notice to the Town of the commencement of and the specific circumstances giving rise to such force majeure. The District shall promptly take all reasonable actions to cure the same. The



period for the performance of the District's obligations with respect to the prevented performance and the term of this agreement shall be extended for the period of such force majeure.

22. Invalid Provision. The invalidity or unenforceability of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Survival. The obligations of the Town under Paragraphs 2, 6, 9, 10, 11, 12, 13, 15, 16, and 17 and all provisions of this agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this agreement shall survive the completion, termination or cancellation of this agreement so long as the District is the licensee of the Project.

IN WITNESS WHEREOF, the said parties have hereunto  
set their hands on this 5<sup>th</sup> day of June, 1987.

TOWN OF BREWSTER,  
WASHINGTON

PUBLIC UTILITY DISTRICT  
NO. 1 OF DOUGLAS COUNTY

By [Signature]  
Mayor

By Michael Doneen  
MICHAEL DONEEN, President

By Vern Westerdahl  
Town Council Member

By T. James Davis  
T. JAMES DAVIS, Vice  
President

By [Signature]  
Town Council Member

By Howard Prey  
HOWARD PREY, Secretary



STATE OF WASHINGTON )  
COUNTY OF OKANOGAN ) ss.

I CERTIFY that I know or have satisfactory evidence that Dan Pariseau, Vernon Westerdahl and Robert Foteley signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor, Town Council Member and Town Council Member, respectively, of the TOWN OF BREWSTER, WASHINGTON, Douglas County, Washington, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes mentioned in the instrument, and that the seal affixed is the corporate seal of said municipal corporation.

DATED this 10<sup>th</sup> day of June, 1987.

Janet Olson  
NOTARY PUBLIC for the State of Washington.

My commission expires 1990.

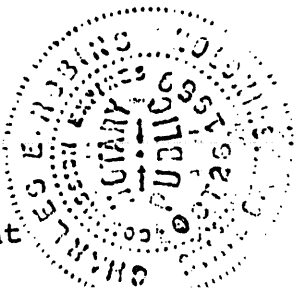
STATE OF WASHINGTON )  
COUNTY OF DOUGLAS ) ss.

I CERTIFY that I know or have satisfactory evidence that MICHAEL DONEEN, T. JAMES DAVIS and HOWARD PREY signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President, Vice President and Secretary, respectively, of the Commissioners of the PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes mentioned in the instrument, and that the seal affixed is the corporate seal of said municipal corporation.

DATED this 15<sup>th</sup> day of June, 1987.

Charles E. Robins  
NOTARY PUBLIC for the State of Washington.

My commission expires 10-26-89.



**Town of Brewster  
Park Improvements  
Description of Affected Lands**

Exhibit A: Town of Brewster Lands  
Exhibit B: Douglas County PUD Lands

Brewster City Park

Exhibit A:

Parcel 1: A parcel of land lying in the Southeast quarter of the Southwest quarter of Section 14 and Government Lot 2 of Section 23, all in Township 30 North, Range 24 East of the Willamette Meridian, Okanogan County, Washington, more particularly described as follows:

Beginning at the Southwest corner of said Section 14 (a found brass cap monument) from which the Government Meander corner common to Section 22 and 23, said Township and Range, (a found brass cap monument) bears S 01 11'58"E, 977.99 feet; thence N 83 37'51"E, 2035.17 feet to a point on the Southerly right-of-way line for the relocated 115 KV Bonneville Power Administration Transmission Line, and the TRUE POINT OF BEGINNING: thence S 71 51'38"E, 653.14 feet along said Southerly right-of-way line to the East line of said Government Lot 2; thence N 00 07'38"W, 25.37 feet along said East line to the quarter corner common to said Sections 14 and 23; thence N 00 53'52"W, 615.23 feet along the North-South quarter line of said Section 14; thence S 04 23'01"W, 11.15 feet; thence S 56 33'21"W, 242.36 feet; thence S 49 40'08"W, 127.70 feet; thence S 69 43'52"W, 134.98 feet; thence S 88 41'09"W, 176.14 feet; thence S 02 49'06"W, 159.24 feet to the TRUE POINT OF BEGINNING.

Said Parcel comprises 4.92 acres.

SUBJECT TO: Relocated 115KV Bonneville Power Administration Transmission Line right-of-way and access road.

Parcel 2: That portion of the Southwest quarter of the Southeast quarter of Section 14, Township 30 North, Range 24 East, Willamette Meridian, lying South and West of existing Seventh Street.

Parcel 3: That portion of Lots 10 and 11, Park Addition to the Town of Brewster, as filed in Vol. F of Plats, page 4, Records of the Auditor of Okanogan County, Okanogan, Wa., lying above the Douglas County PUD No. 1, Wells Hydroelectric Project, Project Boundary.

**Exhibit B:**

All of Lots 12, 13, 14 and that portion of Lots 10 and 11, Park Addition to the Town of Brewster, as filed in Vol. F of Plats, page 4, Records of the Auditor of Okanogan County, Okanogan, Wash., lying below the Douglas County PUD No.1, Wells Hydroelectric Project, Project Boundary.

# EXHIBIT C

## SITE DEVELOPMENT WATERFRONT PARK - BREWSTER

### ITEM

#### LISTED PRIORITIES

REMOVE DOCK  
REMOVE BOAT LAUNCH RAMP  
NEW BOAT LAUNCH  
FINGER DOCK  
MOORAGE DOCKS - 6 BOATS  
LARGE PICNIC SHELTER  
RESTROOMS WITH SHOWER  
SAND BEACH  
TREES  
PLAY EQUIPMENT  
PARKING AREA - ASPHALT  
ROAD - ASPHALT  
CURB  
PATH

#### NEW ORCHARD AREA

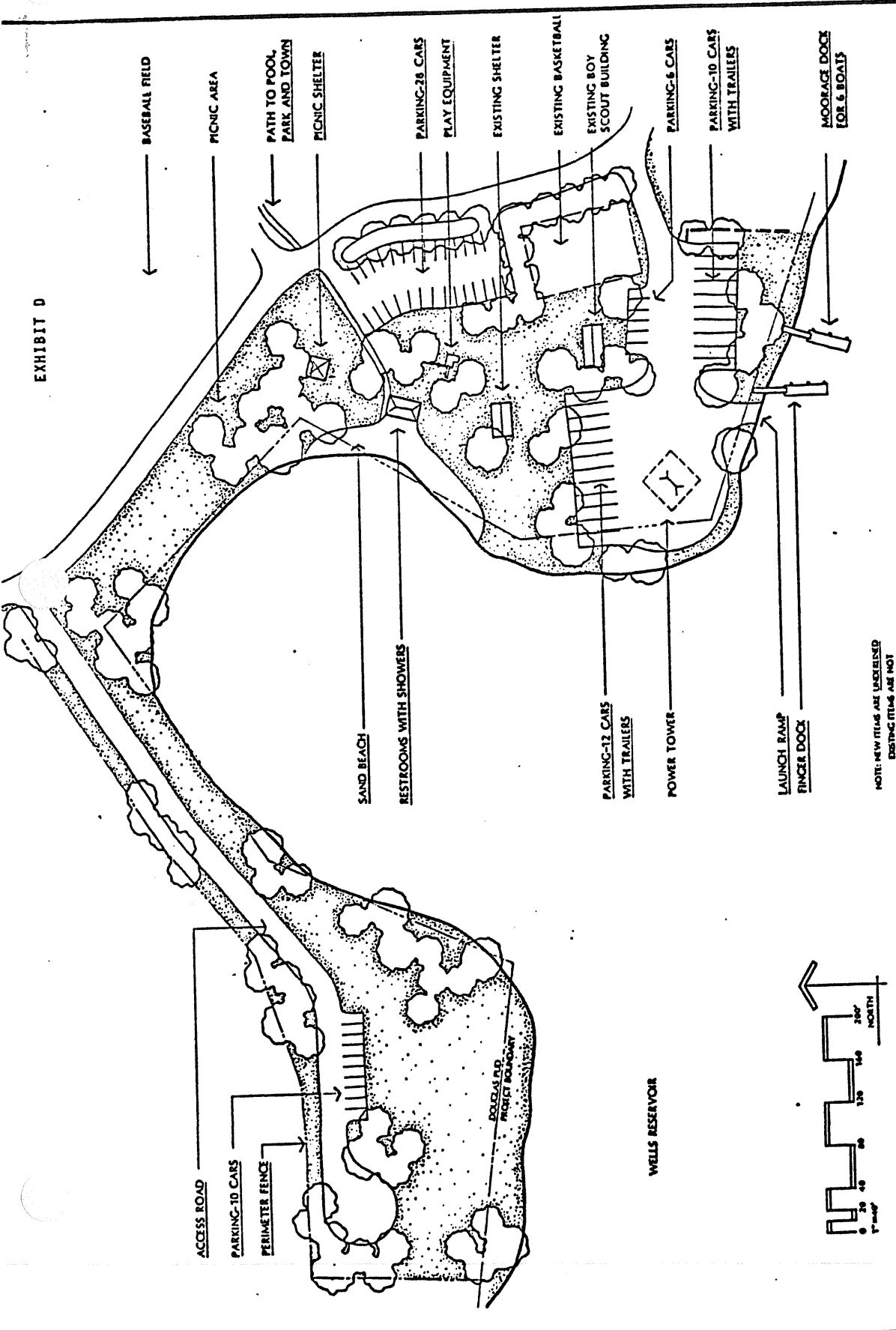
FENCE  
ROAD - ASPHALT  
PARKING - 10 CARS ASPHALT  
TURNAROUND - ASPHALT  
SOD - 56580 SF  
IRRIGATION - 56580 SF  
TREES - 60

HILLSTROM ASSOCIATES  
LANDSCAPE ARCHITECTS

MASTER PLAN  
WATERFRONT PARK  
DREWSTER

DATE	
PROJECT NO.	
SCALE	
SHEET NO.	
TOTAL SHEETS	

EXHIBIT D



NOTE: NEW ITEMS ARE HATCHED  
EXISTING ITEMS ARE NOT

AGREEMENT BETWEEN THE TOWN OF BRIDGEPORT  
AND PUBLIC UTILITY DISTRICT NO. 1  
OF DOUGLAS COUNTY, WASHINGTON

This Agreement made and entered into this 15<sup>th</sup> day  
of June, 1987, by and between the Town of Bridge-  
port, Washington, a Municipal Corporation, (hereafter  
referred to as "Town"), and Public Utility District No. 1 of  
Douglas County, Washington, a Municipal Corporation (here-  
after referred to as "District").

RECITALS:

1. The District operates the Wells Hydroelectric  
Project on the Columbia River (hereafter referred to as the  
"Project"), under License No. 2149 from the Federal Energy  
Regulatory Commission, (FERC). On September 23, 1982, FERC  
entered an Order Amending License (major) authorizing the  
District to raise the water at the forebay of Wells Dam from  
elevation 779 to 781 feet MSL. Article 51 of the Order  
Amending License addresses a study of the need, if any, for  
providing additional public recreational facilities in  
connection with the Project.



2. The Town has in place certain recreational facilities on or adjacent to Town property. The District and Town have held preliminary discussions in regard to the feasibility of the District providing additional recreational facilities on this park property and on adjoining District property in order to meet an increased need for said facilities.

3. The District's FERC license requires that it study and address recreational needs on the Project. The Town is more specifically qualified and capable of providing administration, operation, and maintenance services for recreational facilities in the area, and intends to provide the administration, operation, and maintenance of any additional facilities to be constructed and paid for by the District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein provided, the parties agree as follows:

AGREEMENT

1. Property. The Town represents that it owns or has the right to use the real property described in Exhibit "A", attached hereto, upon which the District will cause to be constructed and placed certain recreational facilities. The Town shall make available to the District,

at no cost to the District, the real property described in Exhibit "A" in order that the District may construct certain facilities thereon. The District owns certain property abutting the Columbia River and contiguous with the Town's real property denoted in Exhibit "A". The District's property is more particularly described in Exhibit "B" attached hereto.

2. Cooperation and Specific Performance. The Town agrees to cooperate with the District and its agents or contractors in order to ensure a timely completion of the facilities. The Town agrees not to delay or impede construction of any recreational facilities and to provide to the District and/or its agents or contractors, a right of entry on the property described in Exhibit "A", in order to construct said facilities. The Town acknowledges and recognizes the contingency set forth in paragraph 5 below. The Town agrees that the subject matter of this agreement is of such special nature that legal damages would not be a just and reasonable substitute for specific performance by the Town of its obligations herein, and that any breach by the Town of the performance of its obligations would make it impossible or impractical for the District to ascertain the legal measure of its damages. The Town specifically agrees that specific performance shall be a remedy available to the

District in the event of any breach by the Town of the performance of its obligations set forth herein.

3. Construction and Cost. The District, at its sole expense, shall cause to be constructed certain recreational facilities on the property described in Exhibits A and B, the cost of construction of which shall not exceed the sum of \$250,000, subject to the terms of Paragraphs 4 and 5 below. These facilities are denoted in Exhibits "C" and "D" attached hereto.

4. Permits. The Town shall be solely responsible for obtaining all necessary permits and easements from the appropriate governmental agencies for the construction of the recreational facilities described in Exhibits "C" and "D". The Town shall further act as the lead agency insofar as environmental laws and regulations are concerned. The District shall use its best efforts to work with the Town and assist the Town in preparing the applications for the necessary permits and obtaining the necessary easements. The Town shall use its best efforts to obtain the necessary easements, prepare the applications for the necessary permits, and submit the applications in a timely manner. In the event the Town is unable to secure the necessary permits and easements, the District shall be excused from any further performance under this agreement.

5. FERC Compliance. This entire agreement shall be contingent upon an order from the FERC that the District has complied with the provisions of Article 51 of the Order Amending License (major) dated September 23, 1982. In the event the FERC does not issue such an order, this entire agreement shall be null and void and the District shall be excused from performance hereunder.

6. Operation, Maintenance and Administration. The Town hereby specifically agrees that it shall be solely responsible for all the administration, operation and maintenance of the facilities constructed hereunder by the District. This paragraph also applies to facilities such as docks, piers, boat launch ramps, parking facilities and facilities other than riprap and bank protection that are constructed by the District under the terms of this agreement, whether such facilities are the property described in Exhibit A or the property described in Exhibit B. The Town agrees that it will administer, operate and maintain all the facilities constructed hereunder in a first class manner.

7. Plans and Bidding Documents. The District has prepared preliminary plans of the proposed additional recreational facilities and reviewed the same with the Town. Upon execution of this agreement, the District shall cause to be prepared "Bidding Documents" which shall consist of

plans and specifications for the proposed additional recreational facilities, generally described in Exhibits "C" and "D". The District shall have the sole and exclusive control of the contents of the Bidding Documents but the District will review said Bidding Documents with the Town. The Town agrees to complete its review of the Bidding Documents in a timely manner so as not to delay or impede progress of the construction of the additional recreational facilities.

8. Costs of Construction. The cost of construction of the additional recreational facilities shall be the total dollar amount paid by the District to the contractor for the construction of the additional recreational facilities.

9. Legal Responsibility. The additional recreational facilities constructed by the District pursuant to this agreement shall be the property of and under the exclusive ownership of the entity that owns the underlying real property as denoted in Exhibits "A" and "B". The Town shall bear the sole risk of loss of or damage to the additional facilities which are located on the property described in Exhibit A upon completion of the District's construction thereof. The District shall have no responsibility or legal liability whatsoever arising out of

the administration, operation or maintenance of the additional recreational facilities to be built on the property described in Exhibit A.

10. Future Development. Any future additional development and landscaping performed by the Town on the property described in Exhibit "A" shall be in accordance with first class construction and landscaping practices and shall be compatible with all existing facilities and landscaping. Such future facilities shall also be in conformance with land use laws and regulations in existence at that time, and the District shall have absolutely no obligation to design, administer, provide or construct such future facilities or modify or improve the facilities constructed hereunder.

11. Indemnity. The Town hereby releases and agrees to hold harmless, indemnify and defend the District and its officers, agents, employees and contractors from, against and for any and all liabilities, obligations, suits, claims, demands, actions, costs and expenses of any kind which may be imposed upon or asserted against the District by reason of any accident, injury or damage to any person and/or property arising from or in connection with either the removal of the additional recreational facilities or the administration, operation, maintenance or use of the additional recreational facilities, except to the extent such

accident, injury or damage arises from the negligence of the District or its officers, agents, employees or contractors. The Town shall name the District as an additional named insured on any comprehensive general liability policy covering the administration, operation, maintenance or use of the additional recreational facilities, provided that naming the District as an additional named insured does not significantly increase the cost of that insurance. In the event that it does significantly increase the cost of that insurance the Town agrees (1) to provide the District at least thirty (30) days' notice before the District is no longer an additional named insured under that policy and (2) allow the District to bear the cost of it being an additional named insured.

12. Wells Project. All facilities constructed hereunder wherever located shall be subject to the operation and maintenance of the Project as set forth in previous agreements between the Town and the District and existing permits, licenses and easements.

13. No Partnership. This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligations or liability upon any party. Further, no party shall have any right, power or authority

to enter into any contract or commitment for or on behalf of, to act as or be an agent or representative of, or otherwise to bind any other party.

14. Notices. All notices to be given pursuant to this agreement shall be addressed to the Mayor of the Town of Bridgeport, Washington, City Hall, Bridgeport, Washington 98813, and to the Manager, Douglas County Public Utility District No. 1 of Douglas County, Washington, 1151 Valley Mall Parkway, East Wenatchee, Washington, 98801, or as may from time to time be directed by notice from the other party. Notice shall be deemed to have been given when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited, postage prepaid, in a post office or branch post office of the United States Government.

15. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither the Town's rights or duties under the terms of this agreement shall be delegable or assignable without prior written approval of the District. No delegation of the Town's rights shall relieve the Town of its obligations under this agreement.

16. Law-Venue. The parties hereto agree that this agreement shall be governed by the laws of the State of



Washington, and that in the event legal action becomes necessary to enforce any provisions hereof, venue shall be in Douglas County, Washington.

17. Compliance. The parties, in fulfilling their obligations hereunder, shall conform to and comply with all laws, rules, regulations, conditions or restrictions promulgated by the FERC or any other governmental agency or other governmental entity having jurisdiction over the Project.

18. Non-Waiver. The failure of any party to insist upon or enforce strict performance by the other party of any of the provisions of this agreement or to exercise any rights under this agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions or rights in any other instance.

19. Implementation. Each party shall, upon written request of the other party, take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may be reasonably required for the implementation or continuing performance of this agreement.

20. Time for Performance. The District agrees to complete construction of the additional recreational facilities generally described in Exhibits "C" and "D" within

four (4) years of the date of the order from the FERC described in paragraph 5 above.

21. Force Majeure. The District shall be excused from the performance of any of its obligations hereunder as to that portion of the property so affected during any period in which performance is prevented by causes herein termed "force majeure." For purposes of this agreement "force majeure" shall include, but not be limited to labor disputes, acts of God, extraordinary action of the elements, severe inclement weather, floods, slides, cave-ins, applications of laws, rules, regulations, requests or orders from governmental bodies or agencies thereof, inability to obtain or delay in obtaining any licenses, permits or other governmental authorizations or permissions that may be required, unavoidable delay in obtaining or inability to obtain necessary materials, facilities and equipment, explosion, fire, damage or destruction to the facilities, the "suspension of operations due to economic causes," as hereinafter defined, and any other cause, whether similar or dissimilar to those specifically enumerated, beyond the reasonable control of the District whether or not the same could have been foreseen or prevented. The phrase "suspension of operations due to economic causes" shall mean the existence of price, cost, market or other economic factors which the

District in its sole and exclusive discretion, in good faith determines temporarily renders the commencement or continuation of construction of the additional facilities on the property economically impractical or imprudent. If the District desires to invoke the provisions of this paragraph 21, the District shall do so by giving written notice to the Town of the commencement of and the specific circumstances giving rise to such force majeure. The District shall promptly take all reasonable actions to cure the same. The period for the performance of the District's obligations with respect to the prevented performance and the term of this agreement shall be extended for the period of such force majeure.

23. Invalid Provision. The invalidity or unenforceability of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Survival. The obligations of the Town under ~~Paragraphs 2, 6, 9, 10, 11, 12, 13, 15, 16, and 17 and all provisions of this agreement~~ which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this agreement shall survive the completion, termination or cancellation of this

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MS  
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agreement so long as the District is the licensee of the Project.

IN WITNESS WHEREOF, the said parties have hereunto set their hands on this 15<sup>th</sup> day of June, 1987.

TOWN OF BRIDGEPORT,  
WASHINGTON

PUBLIC UTILITY DISTRICT  
NO. 1 OF DOUGLAS COUNTY

By *[Signature]*  
Mayor

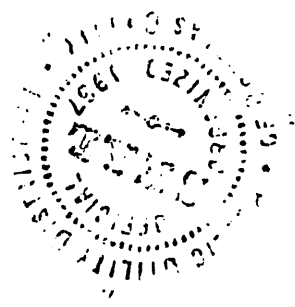
By *[Signature]*  
MICHAEL DONEEN, President

By *[Signature]*  
Town Council Member

By *[Signature]*  
T. JAMES DAVIS, Vice  
President

By *[Signature]*  
Town Council Member

By *[Signature]*  
HOWARD PREY, Secretary



STATE OF WASHINGTON )  
COUNTY OF Douglas )

ss.

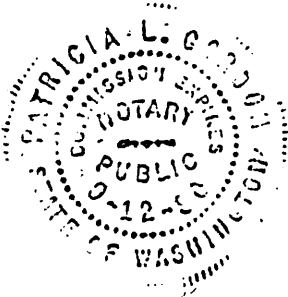
I CERTIFY that I know or have satisfactory evidence that CLIFFORD W BROWN, R.W. HAITERMAN and MARY L. ZACCANTI signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor, Town Council Member and Town Council Member, respectively, of the TOWN OF BRIDGEPORT, WASHINGTON, Douglas County, Washington, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes mentioned in the instrument, and that the seal affixed is the corporate seal of said municipal corporation.

DATED this 10<sup>th</sup> day of June, 1987.

Patricia S. Gordon

NOTARY PUBLIC for the State of Washington.

My commission expires 09-12-90.



STATE OF WASHINGTON )  
COUNTY OF DOUGLAS )

ss.

I CERTIFY that I know or have satisfactory evidence that MICHAEL DONEEN, T. JAMES DAVIS and HOWARD PREY signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President, Vice President and Secretary, respectively, of the Commissioners of the PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes mentioned in the instrument, and that the seal affixed is the corporate seal of said municipal corporation.

DATED this 15<sup>th</sup> day of June, 1987.

Charles C. Robins

NOTARY PUBLIC for the State of Washington.

My commission expires 10-26-89.



EXHIBIT A

Town of Bridgeport

Park Improvement

Description of Affected Lands

Town of Bridgeport Lands and U. S. Army Corps of Engineers Lands

Marina Park

Town of Bridgeport

That portion of Blocks J, K, L and adjoining vacated 8th and 9th Streets, Riverside Addition to Bridgeport, Wa., as filed in Vol. A of Plats, page 261, records of Douglas County Auditor, Waterville, WA., lying above the project boundary of Douglas County P.U.D. No. 1, Wells Hydroelectric Project, as shown on sht 27 of 39, Wells Hydroelectric Project, Exhibit "K" Drawings; except Lots 9, 10, 11 and 12 of Block L and vacated portion of 7th Street lying above the project boundary of Douglas County P.U.D. No. 1, Wells Hydroelectric Project.

U. S. Army Corps of Engineers

Lots 9, 10, 11 and 12 of Block L and vacated portion of 7th Street, Riverside Addition to Bridgeport, WA., as filed in Vol. A of Plats, page 261, records of Douglas County Auditor, Waterville, WA., lying above and below the project boundary of Douglas County P.U.D. No. 1, Wells Hydroelectric Project.

EXHIBIT B

TOWN OF BRIDGEPORT

Park Improvement

Description of Affected Lands

Douglas County P.U.D. Lands

Marina Park

That portion of Blocks J, K. L and adjoining vacated 8th and 9th Streets, Riverside Addition to Bridgeport, WA., as filed in Vol. A of Plats, page 261, records of Douglas County Auditor, Waterville, Wa., lying below the project boundary of Douglas County P.U.D. No. 1, Wells Hydroelectric Project, and above the line of ordinary high water as shown on sht 27 of 39, Wells Hydroelectric Project, Exhibit "K" Drawings; except Lots 9, 10, 11 and 12 of Block L and vacated portions of 7th Street lying below the project boundary of Douglas County P.U.D. No. 1, Wells Hydroelectric Project.

EXHIBIT C  
SITE DEVELOPMENT  
WATERFRONT PARK - BRIDGEPORT

ITEM

\*MOORAGE DOCK - 6 BOATS

\*FINGER DOCK

PATH TO ROAD - 420' X 6' - OIL SURFACE

SAND BEACH

SHRUBS ON BANK - 1620

TREES

SOD - 19200 SF

IRRIGATION - 59700 SF

EARTHWORK

FENCE

PLAY EQUIPMENT

REMOVE RESTROOMS

RESTROOMS WITH SHOWERS

PARKING AREA - CRUSHED ROCK BASE  
AND OIL SURFACE

ROADS - CRUSHED ROCK BASE  
AND OIL SURFACE

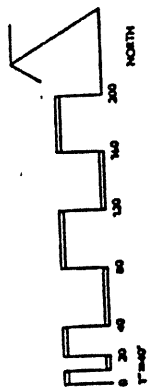
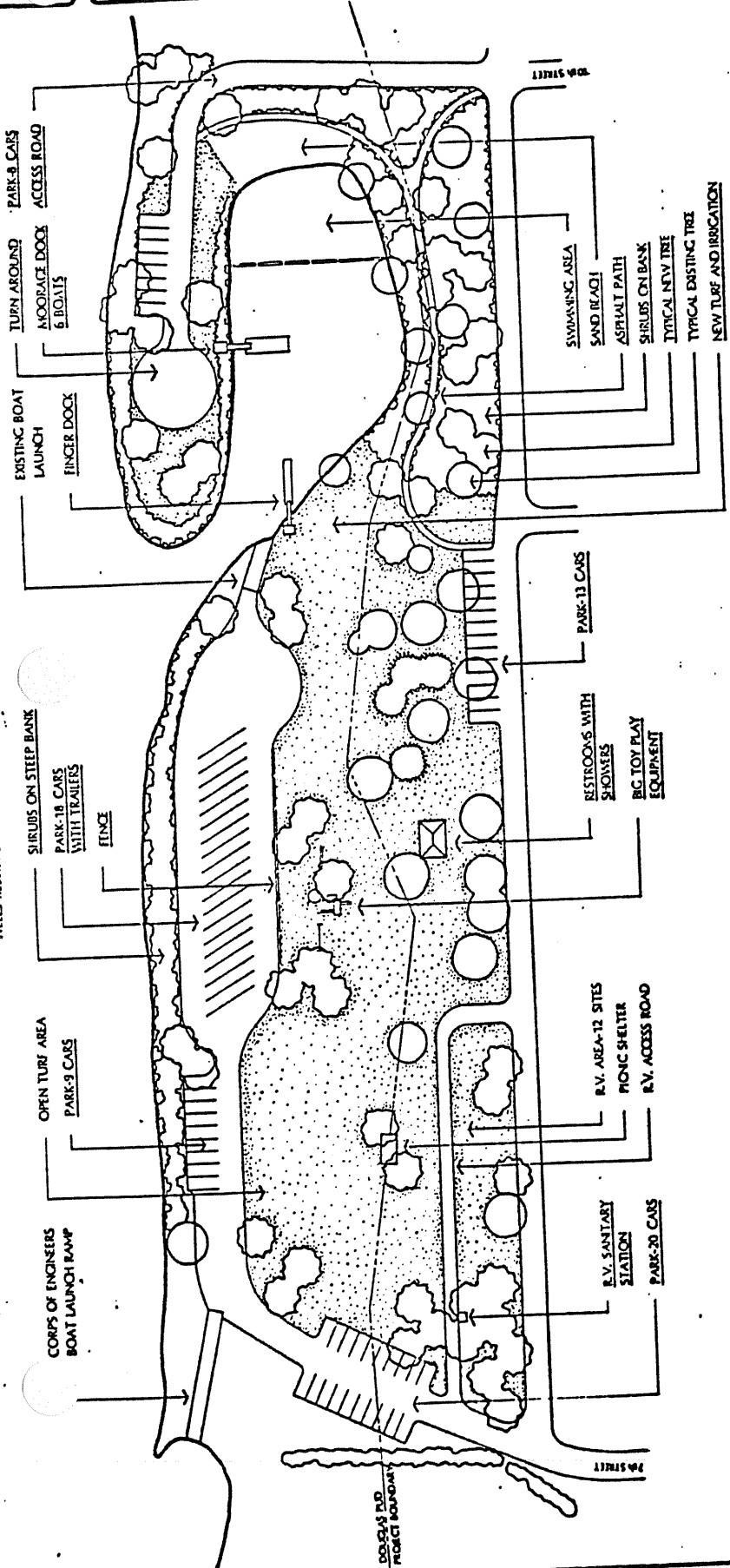
\*WOOD DOCK(S)



HEILSTROM ASSOCIATES  
LANDSCAPE ARCHITECTS

MASTER PLAN  
WATERFRONT PARK  
BRUXELPORT

DATE	
BY	
SCALE	1" = 40'
PROJECT NO.	
SHEET NO.	
TOTAL SHEETS	



NOTE: NEW ITEMS ARE DASHED  
EXISTING ITEMS ARE NOT