

Greater Wenatchee Irrigation District
3300 SE 8th St.
East Wenatchee, WA 98802
(509) 884-4042

Rules and Regulations Relating to Property Divisions, Adjustments, etc.

Greater Wenatchee Irrigation district ("GWID") operates as authorized by the laws of the State of Washington, RCW 87, etc. and in accordance with its obligations to the United States Bureau of Reclamation ("USBR"). The board of directors of GWID, in the managing and conducting the business and affairs of GWID, has established the following rules and regulations relating to boundary line adjustments, subdivisions, and developments for lands that GWID serves.

1. **RCW 58.17.310** (see copy of statute attached): Prohibits any city, town, or county from approving a short plat or final plat of property in GWID unless the entity applying for the plat has provided an irrigation water right-of-way for each parcel of land. Rights-of-way must be evidenced on the plat submitted for final approval to the appropriate legislative authority. In addition, completed irrigation water distribution facilities are required in any subdivision, short subdivision, lot, tract, parcel, or site that involves land within GWID boundaries classified as irrigable. RCW 58.17.310 makes compliance with these requirements a prerequisite to any sale, lease, or development of land.
2. **PERIOD OF WORK TO BE PERFORMED:** No work (absent an emergency) on any part of GWID's easement or irrigation water delivery system shall be done during the irrigation season (mid March – mid October).
3. **CONCURRENT AGREEMENTS REQUIRED:** No activity, including but not limited to planting, digging, improvement, construction, paving or any other work shall take place within any USBR/GWID or GWID easement area unless the person or entity seeking to perform that activity ("Applicant") has entered into a written agreement with GWID by terms of which USBR/GWID has specifically authorized that activity. Any person or entity desiring to perform activity within any such easement area shall submit an application to GWID, which shall include an outline of the activity/work to be performed, as well as plans, specifications, drawings, maps and any other information that USBR or GWID reasonably requests.
4. **COST RECOVERY:** Any person or entity that proposes any land division, development, or adjustment to a parcel's boundary ("Applicant") that impinges on or impacts any USBR/GWID or GWID easement or any part of GWID's irrigation water delivery system must pay all costs that GWID incurs, to include review of Applicant's proposal, conduct any investigation that GWID deems necessary, and inspect any work. These costs include GWID staff time and any other expenses incurred (e.g., consulting engineer, legal, recording fees, GIS updates as needed, etc.). GWID requires an upfront, nonrefundable fee of \$100 for two lot subdivisions/boundary line adjustments, \$500 for small developments (up to 5 lots) and \$1000 for larger developments (any development in excess of 5 lots). If GWID's expenditures exceed the fee, the applicant will be responsible for all costs associated with the adjustment.
5. **STANDARD SPECIFICATIONS:** All irrigation water distribution facilities must comply with GWID's current Standard Specifications and Residential Irrigation Water Delivery Systems. (See copy of Standard Specifications attached).
6. **PERFORMANCE:** Any person or entity performing any activity within any USBR/GWID or GWID easement area shall act in accordance with good engineering and construction practices and shall comply with all applicable codes, regulations and standards, GWID requirements, and all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Applicant shall perform all work in a careful and workmanlike manner so as not to damage, interfere with, obstruct, endanger or compromise USBR/GWID's easement or area or GWID's pipeline or related facilities. GWID shall not be responsible for the adequacy or sufficiency of the plans and design of any Applicant or to ascertain whether the Applicant's activities conform to the plans and specifications submitted.

7. **RECLAMATION OR REMEDIATION AS-BUILTS:** On completion of activities and any subsequent work, Applicant shall remove all debris and restore the easement area to the condition in which it was prior to the commencement of his activities. Such restoration shall be at Applicant's sole expense and to GWID's satisfaction. Upon GWID's request, Applicant shall promptly provide to GWID as-built drawings and a survey showing the location and configuration of the project.
8. **RECORDATION:** If any activity necessitates any change in GWID pipelines or related facilities, or results in locating these outside of or near the edge of existing GWID/USBR or GWID easements, Applicant must provide to GWID a new easement. It must be satisfactory to GWID and be documented and recorded with the County. Any existing facilities for which easements are not revealed on the title search (such as those under the Federal Act of 1890) need to be recorded by the Applicant and approved by GWID. Any and all costs of the above shall be paid by the Applicant. Certain easements belong to the USBR; GWID is charged with protecting these easements. If Applicant is not sure about the easement or pipeline, it must inquire with GWID.
9. **CONDITIONAL DEFERREMENT:** If any person or entity proposes a two lot boundary line adjustment or limited land segregation (segregating a residence from a larger, usually agricultural parcel) and elects to delay the installation of any valving and/or distribution facilities to both parcels, the Applicant must so notify the District in writing and at the time of such notification must further deliver to the District a payment of \$500 and enter into a Notice of Deferral. This project must be complete prior to sale of any parcel involved in the Notice of Deferral. No water shall be delivered to the parcel until the person or entity pays this amount to the District.

Assessments Paid in Full: _____ Yes _____ No

Date Plan Approved: _____

Inspections done: _____ Date approved: _____

Final Approval Date: _____

Initial Fees Deposit Paid: \$ _____

Total Fees Paid: \$ _____

In no way, matter, or other does this document change alter or supersede Federal Laws, State Laws, USBR Requirements or any GWID By Laws. This document may not cover all Laws and Requirements and should be considered for information only.

GWID Approval By: _____ Date: _____

Developer Signature: _____ Date: _____

Does Developer want a copy? _____ Yes _____ No

DISCLAIMER: In no way does this document contain all the information and requirements of or to Developer. It is the Developer's responsibility to find and follow all requirements of GWID, USBR, the County and any other agencies.

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