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BEFORE THE STATE OF WASHINGTON  
ENERGY FACILITIES SITE EVALUATION COUNCIL

In the Matter of	)	
Application No 2004-01	)	KITTITAS COUNTY
	)	PIERCY AFFIDAVIT
DESERT CLAIM WIND POWER, L.L.C.	)	RE WAC MOTION
	)	
	)	
DESERT CLAIM WIND	)	
POWER PROJECT	)	
	)	
_____	)	

Darryl Piercy declares and states as follows:

I am the Director of Community Development Services (CDS) for Kittitas County. I make this declaration based upon my personal knowledge and my capacity as the CDS Director. I am over the age of 18 and am competent to testify to the matters stated herein.

In my capacity as CDS Director I am also one of the custodians of records for CDS. Attached hereto are documents kept in the regular course of business by CDs and are official records of Kittitas County CDS.

Attached as Exhibit A is a copy of a portion of Desert Claims submittal of March 1, 2005 in the Kittitas County application process for the Desert Claim project reviewed by the county.

1 This proposal by the applicant would have provided for only a 1,000 foot setback from  
2 adjoining residences. The project sought approval of turbines with a height of up to 393 feet.  
3 Desert Claims application request was denied by the Board of County Commissioners on March  
4 9, 2005 by unanimous vote of the Board of County Commissioners.

5 I have reviewed the application submitted to EFSEC in this matter and the files of Kittitas  
6 County CDS. Kittitas County has not received any application from Desert Claim seeking a  
7 change to the county land use and zoning for the project that has been proposed to EFSEC.  
8

9 I declare under penalty of perjury under the laws of the State of Washington that the  
10 foregoing is true and correct.

11 DATED this 30<sup>th</sup> day of March, 2007 in Ellensburg, Washington.

12   
13 Darryl Piercy

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4.3. During the term of this Agreement, and to the extent permitted under Washington's vesting laws, the Project shall be vested to and governed by the provisions of the Applicable Laws in force on the Vesting Date; PROVIDED, however, as required by RCW 36.70B.170(4), the County shall reserve its authority to adopt new or different regulations to the extent required by a serious threat to public health and safety, and such regulations shall apply to the Project.

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During

Deleted: Construction Buildout Period, the County shall neither modify the Development Standards applicable to the Project nor impose new or additional Development Standards beyond those set forth in this Agreement and the Project shall be subject only to the Applicable Laws.

4.4. To the extent this Agreement does not establish or define Development Standards covering a certain subject, element or condition, any such development standards to be applied to the Project shall be governed by the County Codes and standards in effect on the Vesting Date of this Agreement, and relevant mitigation measures included in the Final EIS.

Deleted: <#>Desert Claim may construct the Project in up to three (3) phases ("Phases"). The Phases may be of any size and/or configuration so long as each Phase meets all applicable requirements of this Agreement. ¶

<#>Desert Claim shall commence Substantial Construction of the Project (or any Phase thereof) within the Construction Buildout Period. The vesting provided hereunder shall only apply to any portion(s) of the Project for which Substantial Construction is commenced within the Construction Buildout Period; Provided, however, in the event Desert Claim does not so commence Substantial Construction during the Construction Buildout Period, it may seek a approval of a Major Revisions to the Project pursuant to Section 8 in order to extend the Construction Buildout Period. Any such Major Revision extending the Construction Buildout Period may be subject to ... [34]

4.5. Except as otherwise specifically provided herein, all references in this Agreement to any County laws, rules, regulations, official policies, standards and specifications shall be governed by and construed as Applicable Laws in accordance with this section and to which the Project is vested pursuant to this Section 4 (to the extent Washington's vesting laws apply thereto).

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5. Development Standards.

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5.1. Number of Turbines. Desert Claim shall construct no more than one hundred twenty (120) Turbines under this Agreement. Desert Claim must obtain County approval and any other required permit(s) to construct additional Turbines.

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5.2. Turbine Buffer. Desert Claim shall site each Turbine so as to provide:

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5.2.1. A 1,000-foot buffer between Turbines and the residences indicated on Exhibit C to this Agreement; and

Deleted: Height. The maximum height (measured to the tip of the blade pointing straight up) of ... [35]

5.2.2. A 1,000-foot buffer between the Turbine and the required building setback line of any privately-owned parcel on which residential structures are or could be constructed.

Deleted: Turbine Density

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5.2.3. In lieu of providing the 1,000-foot buffer required by this Section, Desert Claim may obtain a written waiver (a "Buffer Waiver") from the owner of any

Deleted: Section 5.6 to modify said densities and locations. Any other changes to the density and lo ... [36]

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Exhibit A

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5.3.2. The 487-foot safety zone setback required pursuant to Section 5.3 is based on the Turbine model Desert Claim intends to use in the Project, the GEWE 1.5sle. This safety zone setback is sufficient to provide adequate protection from potential tower collapse, blade throw and ice throw for this Turbine model.

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5.3.3. In the event that Desert Claim selects a different Turbine model, the size of the safety zone setback provided in Section 5.3 shall be recalculated using the methodology contained in the Final EIS for calculating the required safety zone for potential blade throw, ice throw and tower collapse.

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5.4 Maximum Turbine Height. The maximum height (measured to the tip of the blade pointing straight up) of any Turbine that may be constructed as part of the Project is 393 feet (120 meters) (the "Maximum Turbine Envelope"). The Maximum Turbine Envelope was analyzed in the Draft and Final EIS.

5.4.1 Desert Claim may use any Turbine in the Project that meets the Maximum Turbine Envelope requirements. For example, the GEWE 1.5sle meets this Development Standard because it is smaller than the Maximum Turbine Envelope as it has a maximum height of 340 feet (103.5 meters).

5.5 Turbine Density and Location. The Turbine density and Turbine locations for the Project shall be as depicted in Exhibit B.

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5.5.1. Desert Claim may modify the Turbine density and locations using Micro-Siting pursuant to Section 5.9.

5.5.2. Any other changes to Turbine density and location shall require a Minor or Major Revision pursuant to Section 11.

5.6. Construction Buildout Period.

5.6.1. The Construction Buildout Period shall be five (5) years from the Effective Date of this Agreement.

5.6.2. Desert Claim may seek a Major Revision to extend the Construction Buildout Period in the event it does not obtain Substantial Completion during

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