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WASHINGTON STATE  
ENERGY FACILITY SITE EVALUATION COUNCIL  
Richard Hemstad Building  
1300 South Evergreen Park Drive Southwest, Conference Room 108  
Olympia, Washington  
Thursday, August 28, 2013  
2:00 P.M.

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SPECIAL MEETING  
Verbatim Transcript of Proceeding

REPORTED BY: SHELBY KAY K. FUKUSHIMA, CCR #2028  
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## A P P E A R A N C E S

Councilmembers Present:

Jim Luce, Chair, via telephone  
Liz Green-Taylor, Department of Commerce, via telephone  
Cullen Stephenson, Department of Ecology, via telephone  
Joe Stohr, Department of Fish and Wildlife, via telephone

Assistant Attorney General:

Ann Essko, Assistant Attorney General, via telephone

Staff in Attendance:

Stephen Posner, Interim EFSEC Manager, Compliance Manager  
Jim La Spina, Siting Specialist  
Tammy Talburt, Commerce Specialist  
Sonia Bumpus, Siting Specialist  
Kali Wraspir, Administrative Assistant 2

Guests in Attendance:

Adam Fyall, Benton County, via telephone  
\*Glenn Beckerswan, CoastCom

\* Denotes phonetic spelling

OLYMPIA, WASHINGTON, AUGUST 28, 2013

2:00 P.M.

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P R O C E E D I N G S

CHAIR LUCE: I'm going to call this special meeting to order.

Today is Wednesday, August 28, 2013. We are meeting telephonically to discuss a proposal by Benton County to amend the Badger Mountain agreement that Council and Benton County and others have entered into; is that correct, Stephen?

MR. POSNER: Yes; that's correct.

CHAIR LUCE: Would you please summarize the proposal before the Council today?

MR. POSNER: Before we do that, Jim, we'd like to do a roll call --

CHAIR LUCE: Oh, that's a good idea.

MR. POSNER: -- which Tammy is going to do.

CHAIR LUCE: All right, Tammy.

THE CLERK: Department of Commerce? Department of Commerce?

MS. GREEN-TAYLOR: Hi. It's Liz Green-Taylor for the Department of Commerce.

THE CLERK: Department of Ecology? Cullen?

1 Department of Fish and Wildlife?

2 MR. STOHR: Joe Stohr is on.

3 THE CLERK: Thank you, Joe.

4 Department of Natural Resources is excused.

5 Utilities and Transportation Commission is excused.

6 We're waiting on Department of Ecology.

7 (Phone beeps.)

8 THE CLERK: Department of Ecology?

9 MR. POSNER: Cullen Stephenson, are you on?

10 MR. STEPHENSON: Yes, I'm on, Stephen.

11 MR. POSNER: Okay. Great.

12 THE CLERK: Thank you, Cullen.

13 Chair, there is a quorum.

14 CHAIR LUCE: Thank you very much.

15 Stephen, would you give a short presentation with  
16 respect to the proposal before the Council today?

17 MR. POSNER: Okay. We also have Adam Fyall from  
18 Benton County.

19 Adam, you are on, right?

20 MR. FYALL: Yes, I am.

21 MR. POSNER: Okay. And, Jim, I asked Adam just to  
22 summarize real quickly the proposal, so, Adam, can you give a  
23 quick proposal, and then I will add some comments to your  
24 general overview of what you're requesting?

25 MR. FYALL: Sure.

1 CHAIR LUCE: Stephen, before Adam proceeds, do we  
2 have any representatives of Badger Mountain on the phone?

3 MR. FYALL: I don't believe so.

4 MR. BECKERSWAN: Glenn Beckerswan (phonetic) for  
5 CoastCom, the construction group.

6 CHAIR LUCE: All right. Well, let's proceed.

7 MR. FYALL: Thanks to the Commission, and  
8 particularly to Stephen for going the extra mile to help  
9 accommodate us today as we try to move this proposal along, so I  
10 appreciate everyone's time today.

11 So the County's proposal, if you will -- or really  
12 our proponent's proposal -- new fiber optic infrastructure to  
13 Badger Mountain. As I think everyone's aware, we created the  
14 preserve in 2005 with great assistance from EFSEC, and I think  
15 that the vision of the County and of the Friends of Badger and  
16 of EFSEC are the same: to preserve that landscape as a  
17 recreational opportunity for the community and habitat resource.

18 That is not to say that the mountain is not without a  
19 footprint. There's a lot of infrastructure on the mountain  
20 already, and we are looking to add a little more here with this  
21 fiber optic line. The proposal has us -- would have us placing  
22 this new fiber optic cable within existing easement corridors,  
23 and it would come in two ways.

24 On the lower flanks of the mountain, the line would  
25 be hung on existing overhead lines that already have some other

1 lines on them, so this new fiber optic would be added to that.  
2 And then because that overhead line does not go to the summit --  
3 it crisscrosses the mountain, but it does not go to the  
4 summit -- then at a place where that overhead line intersects  
5 another easement corridor, the fiber optic would then be brought  
6 down below surface and run to the summit of the mountain's  
7 subsurface through that other corridor.

8 At the conclusion of the installation we would, of  
9 course, be doing some restoration to the damaged area, to the  
10 disturbed area. We have a lot of oversight with that. We do a  
11 lot of this type of work out there on Badger Mountain already.  
12 The County works with both the Friends of Badger organization,  
13 as well as with the local chapter of the Native Plant Society,  
14 as well as with the local Audubon Society chapter on those types  
15 of projects.

16 As we have evaluated this at the County, we see this  
17 to be consistent with the types of things that we do both -- we  
18 would do at Badger Mountain, as well as at our other parks.  
19 This has been a good proponent to work with. I think that  
20 CoastCom and LS Networks understands our program out there at  
21 the mountain and understands the functions and values of the  
22 Badger Mountain preserve and what the community is trying to do  
23 with that resource. They have been very understanding of our  
24 needs and have been a good partner to work with so far on this.

25 So from our point of view, from our park board's

1 point of view and from our communications with Friends of  
2 Badger, we don't have any issues with the proposal, and we would  
3 like to see it proceed.

4 CHAIR LUCE: Thank you.

5 Stephen?

6 MR. POSNER: Well, I just would also like to add in  
7 the information that was sent to Councilmembers a week or so  
8 ago, there was a letter from the Friends of Badger Mountain.  
9 The County did -- upon discussions, initial discussions with me,  
10 I suggested that Adam contact Friends of Badger Mountain and we  
11 get their input on this project. And they were willing to  
12 provide that, and that information is in a letter dated August  
13 6, which was included in your packet of information that was  
14 sent to Councilmembers electronically.

15 And then Benton County responded to that in the  
16 letter, which is dated August 13, and they are certainly willing  
17 to work with the Friends of Badger Mountain. There were a  
18 couple, I would call "mitigation measures," but just some areas  
19 that the Friends want the County to pay special attention to and  
20 with that, the Friends of Badger Mountain do not have a problem,  
21 or they support this request.

22 So with that, I would just ask if there are any  
23 questions from Councilmembers that I might be able to answer or  
24 Adam might be able to answer to go ahead.

25 CHAIR LUCE: Stephen, I have one question to begin

1 with.

2 The exchange of the letters from Friends of Badger  
3 Mountain back to the County, has the County written back to the  
4 Friends and to EFSEC and agreed to the -- you characterized it  
5 maybe not as mitigation measures, but to the measures that have  
6 been requested?

7 MR. POSNER: Yes. And, Adam, you can speak to this,  
8 but in your August 13th letter to EFSEC, which is included in  
9 the packet of information, you did respond to the request from  
10 the Friends; is that correct, Adam?

11 MR. FYALL: Yeah. My response was directed to  
12 yourself, to EFSEC. Our communications with Friends of Badger  
13 are pretty constant, so I have been discussing this with them  
14 quite a bit over the last few weeks and will be at their next  
15 monthly meeting and so forth. So I didn't write back to them,  
16 but I did write to you, to EFSEC.

17 MR. POSNER: Right. And --

18 CHAIR LUCE: I guess what I'm asking is for a letter,  
19 a signoff from Friends of the Badger Mountain, accepting --  
20 we're accepting -- but acknowledging that the proposal that's  
21 being put forward by CoastCom is consistent with the values that  
22 Friends of Badger Mountain have for that particular parcel that  
23 we purchased with it, the County.

24 MR. POSNER: Okay. And in the August 6 letter, they  
25 do say that they support this installation, and then they go on



1 to say that they want to see the contractor do a couple things.  
2 There are three bullets that they listed, and my understanding  
3 is that the County is able and willing to implement those  
4 measures. And if the Council here is willing to support this  
5 proposal, I would recommend that it be contingent upon the  
6 County meeting the needs of the Friends of Badger Mountain.

7 CHAIR LUCE: That would be a reasonable way to go  
8 with a condition subsequent.

9 Do Councilmembers --

10 MR. FYALL: Yeah, and we fully intend to do that.

11 CHAIR LUCE: Sorry. I missed that.

12 MR. FYALL: This is Adam Fyall. Yeah, we fully  
13 intend to do that. We're going to work on all three of those  
14 bullets with Friends of Badger, with Native Plant Society, and  
15 with Wildlands, who is a local company that's our contractor on  
16 these types of projects.

17 CHAIR LUCE: All right. Councilmembers have  
18 questions other the Chair's?

19 MS. GREEN-TAYLOR: I have a question. This is Liz  
20 Green-Taylor from the Department of Commerce.

21 Adam, would the contractor be doing the restoration  
22 work or would the County being doing the restoration work?

23 MR. FYALL: We probably still have to sort that out,  
24 but my thought is that the County would direct that. We  
25 would -- in our contract with CoastCom, would probably put some

1 dollars in there to help us with that, and we prefer to do that  
2 ourselves on these types of things. Like I mentioned, we have a  
3 local contractor in the restoration business that we like to  
4 work with directly, and that gives us the control and the  
5 guidance over it.

6 And, plus we also, with a lot of these types of  
7 things, aside from the contractor, get some volunteers that like  
8 to help with hand planting of things, and they like to do that  
9 in the fall. And it gives us a chance to get people out on the  
10 mountain, and that's usually at the direction of the Native  
11 Plant Society.

12 So, generally, with these types of things, we oversee  
13 it ourselves, and that's probably how I would like to do it.

14 MS. GREEN-TAYLOR: Okay. Thanks.

15 CHAIR LUCE: Others?

16 MR. STOHR: Mr. Chair, this is Joe Stohr with Fish  
17 and Wildlife.

18 CHAIR LUCE: Yeah, Joe.

19 MR. STOHR: I like the discussion about the Friends  
20 of Badger Mountain and the commitment there from the County.  
21 That sounds good.

22 I was curious as to the definition of natural park.

23 Is that defined in growth management documents in the  
24 County, or what is the definition for natural park purposes?

25 MR. FYALL: So with this particular park, this was a

1     rather new thing for us when we created it in 2005. And, of  
2     course, EFSEC gave a lot of the guidance for this. This was  
3     paid for primarily for shrub-steppe mitigation money.

4             So natural park is something where I don't know that  
5     it is necessarily defined as such in the County's comprehensive  
6     plan. It's something that we have defined along the way.

7             We do have other park properties that have some of  
8     these same characteristics to them, but Badger Mountain really  
9     stands alone as a parcel where we took these 600-plus acres and  
10    set them aside in their natural state, to remain in their  
11    natural state, and to, if possible, even further restore and  
12    enhance that natural state, all the while accommodating the  
13    trail network that has grown.

14            So it's not an off limits property. It's highly  
15    accessible. As I think I put in my letter, we have over 180,000  
16    visits just last year.

17            So for us, natural park is something that we have  
18    defined internally along the way as this: What is increasingly  
19    an island of shrub-steppes in the southern Tri-Cities that we  
20    have wanted to remain natural and work both on the flora as well  
21    as the fauna habitat out there.

22            MR. STOHR: Okay. That helps.

23            How about the fauna? Do we have presence of any  
24    sensitive species in the area that would be disturbed?

25            MR. FYALL: Not in the area that would disturbed,

1 although on the opposite side of the mountain we do have a  
2 significant Townsend's ground squirrel population.

3 MR. STOHR: In the area that's disturbed, if I  
4 eyeballed the map right, it looks like maybe a thousand linear  
5 feet with a couple feet on each side that you would be  
6 trenching?

7 MR. FYALL: That sounds about right, yeah.

8 MR. STOHR: So maybe three or 4,000 square feet.

9 Have you had any consultation with Fish and Wildlife  
10 in the Yakima office about any of this, Adam?

11 MR. FYALL: No, we haven't. We'd be willing to do  
12 that, if that would be a request from EFSEC.

13 MR. STOHR: It seems like it might be prudent. You  
14 know, as we're talking about plants, it might be prudent for us  
15 to understand if there are any expected impacts to any species  
16 out there of concern.

17 MR. FYALL: I would be happy to do that. I know a  
18 lot of the folks in the Yakima office real well. I'm sure even  
19 Mr. Livingston, himself, would be happy to go out for a hike out  
20 there if I invited him, so we would be happy to do that.

21 Based on what I know about the area, this particular  
22 alignment, I don't suspect any of those issues, but we'd be  
23 happy to follow up.

24 MR. STOHR: Okay. Thank you. That's what I have.

25 CHAIR LUCE: Other Councilmembers?

1 MR. STEPHENSON: Hey, this is Cullen from the  
2 Department of Ecology, and I have one other question.

3 EFSEC put in close to half a million dollars for  
4 mitigation, and so we're working on projects that will get some  
5 money. I'm assuming this cabling will bring money in.

6 Is there any EFSEC interest in using some of that  
7 money to do additional mitigation or other projects?

8 CHAIR LUCE: What additional money?

9 MR. STEPHENSON: There's going to be some revenue  
10 from the cabling. These cable optics are worth a lot of money.

11 CHAIR LUCE: Yeah. Councilmembers, I'm not sure that  
12 our agreement with Benton County provides for that. It would be  
13 a great idea. I haven't looked at the agreement closely. It  
14 might be the case. Maybe Ann has.

15 MS. ESSKO: I don't see that in the current  
16 agreement.

17 CHAIR LUCE: I guess, Cullen, it's a good idea, but I  
18 don't see it as something that we control except by -- correct  
19 me if I'm wrong, Stephen. We purchased this -- we contributed a  
20 significant share of money to protect Badger Mountain, but I  
21 don't believe there's any provision for generating revenue from  
22 things like cable that would be added to the mountain over  
23 existing easements.

24 MR. POSNER: I don't believe so, Jim. I have read  
25 through it now.

1           Maybe if we have -- ask you, Ann, to read through it  
2     from an attorney's perspective, but I didn't see anything in  
3     there that addresses that type of issue.

4           MS. ESSKO: This is Ann Essko. I didn't see anything  
5     in the existing agreement that would require the outcome that  
6     Cullen is asking for. But perhaps Cullen was suggesting that it  
7     be a condition of EFSEC's approval which the agreement does  
8     contemplate EFSEC having the right to do.

9           CHAIR LUCE: CoastCom --

10          MR. STEPHENSON: This is Cullen. I'm sorry. I guess  
11     what I'm asking is the agreement says this shall be used for  
12     natural park purposes unless EFSEC agrees otherwise. And I'm  
13     wondering -- I don't know. Being new on the Council, I don't  
14     know what the definition of natural park purpose is for EFSEC  
15     is, you know?

16          And revenue generation usually isn't part of a  
17     natural park or a natural area purpose, so I just wanted to ask  
18     that question. You know, this is not a giant thing for me.

19          CHAIR LUCE: My instinct -- and it's an instinct --  
20     is that if it's an existing easement that existed before EFSEC  
21     purchased the property or contributed to the purchase, that we  
22     would be hard pushed to request CoastCom to contribute funds as  
23     a condition of utilizing their easement.

24          Ann, help me out here.

25          MS. ESSKO: I guess I have a question.

1 Cullen, were you suggesting that CoastCom be asked to  
2 provide additional funds for mitigation, or were you suggesting  
3 that part of the revenue stream that you think is going to the  
4 County be devoted to additional mitigation purposes?

5 MR. STEPHENSON: I believe what I was looking at is  
6 what do we think the definition of natural park is. And I'm  
7 hearing from Jim that there's this easement issue. And if  
8 they're in an existing easement, then that says something. But  
9 I'm just -- basically I'm just -- the question is somebody's  
10 making some money off of this thing. Can we get something out  
11 of it as well?

12 CHAIR LUCE: Well, I think the "we" would be can  
13 Friends of Badger Mountain benefit in some way from this.

14 MR. STEPHENSON: Mm-hm.

15 CHAIR LUCE: Not EFSEC as such.

16 MR. STEPHENSON: No, no, no. I understand.

17 CHAIR LUCE: Any revenues --

18 (Simultaneous speakers.)

19 MR. STEPHENSON: Yeah. There's no compensation  
20 coming to us, but we --

21 THE REPORTER: Mr. Stephenson, this is Shelby.

22 Could you please repeat? I didn't get what you said.

23 MR. STEPHENSON: I'm sorry. What?

24 MS. WRASPIR: Your cell phone cut out.

25 MR. STEPHENSON: It cut out?

1 MR. POSNER: Yeah. Your last comment was broken up.

2 MR. STEPHENSON: So I was just saying I think what we  
3 want to look at is not whether there needs to be mitigation  
4 necessarily, but whether there's a possibility of mitigation and  
5 whether -- what EFSEC's decision is on what is a natural park.  
6 And should we -- is it just fine -- which may be just fine to  
7 allow folks to make money off a natural park and use that to  
8 their own devices, or should we ask for additional mitigation.

9 CHAIR LUCE: Adam, do you want to respond to that?

10 MR. FYALL: Well, I think my understanding of the  
11 EFSEC's side of the agreement is the same that's been already  
12 described. I don't think that there's anything in the agreement  
13 or was contemplated that EFSEC would have any kind of a revenue  
14 stream going forward.

15 The County has a number of different types of ways it  
16 does franchise agreements or easements, and certainly  
17 consideration is something that the County needs. And we're  
18 still working that out with CoastCom on this. Obviously, the  
19 restoration of the impact that comes from this action, that  
20 would be part of it.

21 One of the things we've talked about is perhaps  
22 getting a little piece of the fiber for ourselves on the summit  
23 because we'd like to put a weather station up there. A lot of  
24 the community has thought that that would be something that they  
25 would enjoy.



1           You know, there's different ways to write these  
2       agreements going forward, and there could be a possibility of  
3       some sort of small perpetual rental, if you will, going forward  
4       that could be money that would go back into the park system or  
5       back into Badger Mountain specifically. So we'll still need to  
6       work that out with CoastCom, and what both parties would think  
7       would be appropriate. But that there's plenty of precedent for  
8       that in the County. We're familiar with doing our agreements  
9       that way.

10           CHAIR LUCE: Adam, a question.

11           MR. FYALL: Yes.

12           CHAIR LUCE: You haven't worked this out with  
13       CoastCom and yet CoastCom wants to go ahead and begin  
14       entrenching now and installation?

15           MR. FYALL: Well, they wouldn't be trenching until we  
16       had all of those final details worked out. I think we are  
17       getting pretty close to getting to that point, so they wouldn't  
18       be moving ahead until we had that agreement in place, until we  
19       had signatures on paper. I think that these are items for  
20       consideration, and, in fact, EFSEC here today can be giving us a  
21       little bit of guidance on that. That's probably the last item  
22       that needs to be worked out.

23           CHAIR LUCE: Cullen, I think your comments are  
24       well-taken, so...

25           MR. FYALL: And I'm hearing from EFSEC that it would

1 like to see perhaps some perpetual monies put into that.

2 CHAIR LUCE: Thank you, Adam.

3 Cullen, I think your comments are well-taken, so how  
4 are we going to wrap a motion around this?

5 Does someone wish to -- Cullen or Joe, you both have  
6 been involved in the discussion regarding possible additional  
7 features we want to roll into the motion.

8 Does one or the other of you want to take a stab at a  
9 motion?

10 MR. STOHR: I'll give it a shot.

11 I would move that the Council support the County's  
12 request contingent on three actions: (1) that the County  
13 respond to the Friends of Badger Mountain letter in an  
14 affirmative way in terms of considering and responding to the  
15 issues around the base of plants; (2) that the County consult  
16 with the State Department of Fish and Wildlife over the presence  
17 of sensitive species in the area disturbed and if there are  
18 concerns, that the County either commit to address those  
19 concerns or come back to EFSEC for further discussion; and then  
20 (3) -- I'm not sure how to capture the endpoint for the  
21 discussion that Cullen started.

22 CHAIR LUCE: That prior to finalizing the -- well,  
23 it's a condition subsequent that the County report to EFSEC what  
24 percentage of revenues or what amount of revenues from the  
25 revenue stream will be committed to continue restoration of

1 Badger Mountain.

2 MR. STOHR: Yeah, I would accept. That sounds good.

3 CHAIR LUCE: Does that give --

4 MS. ESSKO: This is Ann Essko. May I ask a  
5 clarifying question?

6 Does the revenue stream -- am I correct in assuming  
7 that that is above and beyond the obligations that the County  
8 has already committed to with regard to fixing the trenched  
9 area?

10 CHAIR LUCE: Yes.

11 MS. ESSKO: Thank you.

12 CHAIR LUCE: Stephen, does that give you enough  
13 guidance?

14 MR. POSNER: Yeah, I think so. The last point I  
15 might need a little more clarification, because what I would  
16 expect the Council to direct me to do is to send a letter to the  
17 County with this information basically summarizing what the  
18 motion said and asking the County to address those issues.

19 CHAIR LUCE: And making our agreement --

20 MR. POSNER: Contingent.

21 CHAIR LUCE: -- our approval to the request  
22 conditioned on the approval of the items that we've just  
23 discussed.

24 MR. POSNER: Right.

25 MR. FYALL: Yes. So, Mr. Chair, this is Adam again.

1 I can respond to these three points briefly.

2 So I can obligate the County to respond to the first  
3 point, the letter, a direct letter back to Friends of Badger  
4 Mountain. I can have that done by the end of this week.

5 By the end of next week, we can report back on my  
6 discussions with the Department of Fish and Wildlife and how we  
7 plan to proceed on that.

8 And then I will report back to EFSEC as I can in the  
9 next week or two, or whatever it is, on the final agreement with  
10 CoastCom and LS Networks about consideration for the project.

11 CHAIR LUCE: And, Adam, I think the sense of the  
12 Council would be when you send the letter later this week that  
13 you agree to the three items that the Friends of Badger Mountain  
14 requested?

15 MR. FYALL: Yes.

16 CHAIR LUCE: Okay. So it's not just -- or it's  
17 agreed.

18 MR. FYALL: Right. Right.

19 MS. ESSKO: This is Ann Essko. May I ask another  
20 question?

21 CHAIR LUCE: Please.

22 MS. ESSKO: Is the Council's final decision on  
23 approving the installation of the fiber cable contingent on  
24 getting this information back from the County? In other words,  
25 Mr. Fyall will respond back with this information, and then

1 EFSEC will make its decision about the County's request? Is  
2 that how this is structured?

3 CHAIR LUCE: It is a condition subsequent, which  
4 means, yes, Ann.

5 MS. ESSKO: Okay.

6 CHAIR LUCE: The Council would agree if A, B, and C.

7 MR. POSNER: So will the Council be willing to vote  
8 on approving the motion now?

9 CHAIR LUCE: Yes.

10 MR. POSNER: Okay. And then we'll follow up to make  
11 sure that no work is done until we can document that this  
12 information has been provided; is that how I understand? Is  
13 that correct?

14 MR. STOHR: That was the intent of my motion. For  
15 instance, on No. 2, Condition No. 2, if there are no issues  
16 involving sensitive species, then they're clear to go.

17 If there are issues, I would expect to have some more  
18 discussion before the approval took place or took hold.

19 CHAIR LUCE: Yes, I agree, and Staff should report to  
20 us. And since there's going to be contact with the Department  
21 of Fish and Wildlife, we would expect a letter from the  
22 Department of Fish and Wildlife Yakima director stating his  
23 conclusions to that effect.

24 I don't want to run this thing through the -- Joe,  
25 I'm sure you'll appreciate -- through the bureaucracy of DFW up

1 to the director's level, but I think some written acknowledgment  
2 by the local office that they have been on this site,  
3 investigated it, and that there are no such species.

4 MR. STOHR: Yeah. Short and sweet would be fine,  
5 Mr. Chair.

6 CHAIR LUCE: Yeah. That would be -- that's better.  
7 That's best. Good, better, best. Never let it rest. Until  
8 your good is better and your better is best.

9 All right. Do we have a call for the vote?

10 MR. STOHR: Need a second?

11 CHAIR LUCE: All right. Someone second.

12 We've had a motion. There is a second.

13 Discussion?

14 Hearing no discussion, Council, Clerk will call the  
15 roll.

16 THE CLERK: Department of Commerce?

17 MS. GREEN-TAYLOR: Yes.

18 THE CLERK: Department Department of Ecology?

19 MR. STEPHENSON: Yes.

20 THE CLERK: Fish and Wildlife?

21 MR. STOHR: Yes.

22 THE CLERK: Chair?

23 CHAIR LUCE: Chair votes yes. Great.

24 Anything else to come before the Council, Stephen?

25 MR. POSNER: That's it.

1 CHAIR LUCE: All right. Y'all have a great  
2 afternoon.

3 (Whereupon, the meeting was adjourned at 2:29 p.m.)

4 -o0o-

## C E R T I F I C A T E

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF KING         )

I, SHELBY KAY K. FUKUSHIMA, a Certified Shorthand Reporter  
and Notary Public in and for the State of Washington, do hereby  
certify that the foregoing transcript is true and accurate to  
the best of my knowledge, skill and ability.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 6th day of September, 2013.

\_\_\_\_\_  
SHELBY KAY K. FUKUSHIMA, CCR

My commission expires:  
June 29, 2017

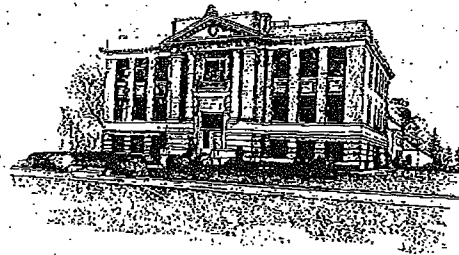


Jerome Delvin  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



26 June 2013

Stephen Posner, Compliance Manager  
Energy Facility Site Evaluation Council  
Post Office Box 43172  
Olympia, Washington 98504-3172

**Re: Badger Mountain Centennial Preserve – CoastCom Proposal**

Dear Mr. Posner,

I am writing today seeking EFSEC's feedback regarding a project proposed for Badger Mountain in Benton County.

EFSEC, Benton County, and other community partners had an opportunity to team-up in 2005 and create the "Badger Mountain Centennial Preserve" south of Richland. At that time, 574 acres of property were purchased from a private party to be conserved by the County in perpetuity for recreational, ecological, and aesthetic purposes. EFSEC was a party to that action because mitigation monies it controlled were used in the purchase of the property (\$485,000.00). I had the opportunity to work on the project from the beginning and enjoyed working with EFSEC. I hope the agency has been equally satisfied with the outcome in the years since.

I can tell you that the success of the Preserve has been nothing short of phenomenal. Additional parcels were accreted to the Preserve in 2011 and 2012 through purchases financed by the Friends of Badger Mountain organization, bringing the total area of the Preserve to over one square mile. We have built three trails with a total length of about 10 miles, and have plans to add one more trail. Visitation has exceeded every expectation, with over 187,000 patron visits in calendar year 2012 alone. The community is thankful for this resource and appreciative of EFSEC's role in making it happen.

In accepting funding from EFSEC for the original purchase, Benton County agreed to "use the Badger Property exclusively for natural park purposes", and this is why I am writing you today.

I call your attention to the AGREEMENT reached by EFSEC and the County that lays out the mechanism for transferring funds and executing the purchase of the property. Specifically, I reference Section D of that document which reads:

"As a condition of assuming ownership of the Badger property, the COUNTY shall use the Badger Property exclusively for natural park purposes. During its ownership, Benton County will not make and will take reasonable efforts to prevent others from making any use of the Badger Property, or any part of it, which is inconsistent with natural park purposes, unless EFSEC consents to an inconsistent use."

Benton County was approached by the City of Richland in 2012 with a request for a utility easement across a small portion of the Badger property. This included placement of a water line beneath the existing access road into the Preserve. After consultation with EFSEC and a full review of the project, the easement was granted and everything has worked-out well since.

More recently, Benton County has been approached again in this manner with what we will reference as the "CoastCom Proposal". In this case, the proponent (CoastCom) wants to extend fiber optic cable from a location off-site, onto and across the Preserve, up to the summit to service existing infrastructure at communications towers that are not on County property (a private inholding surrounded by the Preserve). It would be completed in two segments: First, hanging the cable on existing poles that traverse the lower slopes of the Preserve and pre-date the Preserve's creation; then, at the point where the pole line crosses the east summit access road, take the cable underground and beneath the road on to the summit, burying the cable per industry standards.

Our question to EFSEC is, do you concur that this inconsistent use is not an adverse impact to the "natural park purposes" of the Preserve?

In our review of the proposal, we have found that the action will be a net benefit to the community and not an adverse impact to the park. We have had an ongoing dialogue with the proponent whom we find to be competent in their field and sensitive to the community's vision for the Preserve. We believe that CoastCom is willing to go above and beyond in protecting those values and working with us for minimal intrusion at the park.

CoastCom already has a franchise agreement with Benton County and has been placing fiber optic cable elsewhere in the vicinity of Badger Mountain. If EFSEC gives concurrence for the proposal, Benton County will then issue a new utility easement to CoastCom, and our staff will work directly with them on final emplacement of the new infrastructure. Benton County will have oversight of the project and determine any mitigations, if necessary.

I have provided two attachments for your review...

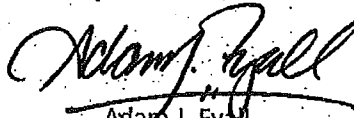
ATTACHMENT A – A short description of the project as provided by CoastCom

ATTACHMENT B – Maps of the new fiber optic cable route. A note about the second page (2)...

The map indicates the route from the "pole drop" to the summit as a straight line, but actually the route will follow the road for minimal impact. The road can be seen to the north of the drawn line.

I hope that the descriptions and attached materials will make the goals, location, and impacts of the project clearer to understand for you and the Council. If you would like to discuss the matter further you can reach me at the contact information below, or I can put you directly in touch with the proponent. It is my understanding from CoastCom that they plan to attend the Council's July meeting in Olympia, so they would also be on hand at that time to provide detail and comment. Thank you for your time reviewing this matter and I look forward to hearing from EFSEC in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam J. Fyall", with a horizontal line drawn underneath it.

Adam J. Fyall

Sustainable Development Coordinator

509-736-3053 / [adam.fyall@co.benton.wa.us](mailto:adam.fyall@co.benton.wa.us)

# ATTACHMENT A

## **Project Description as Provided to Benton County from CoastCom**

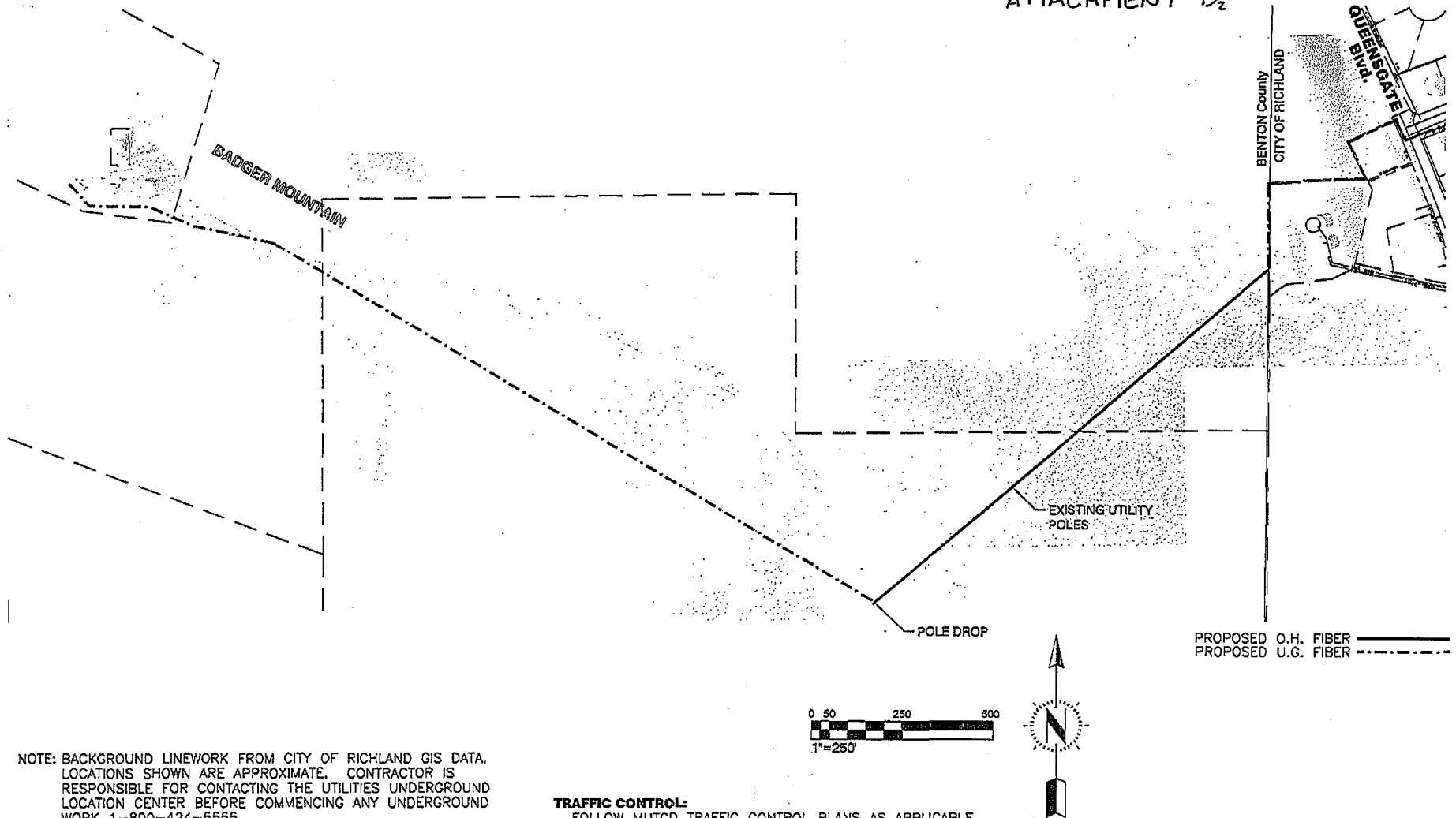
LightSpeed Networks Inc. (dba LS Networks), through its subcontractor CoastCom, Inc. proposes to install fiber optic cable, conduit, pull boxes, j-boxes, and line markers on Badger Mountain to provide additional service to existing cellular communications towers. LS Networks currently has a franchise agreement with Benton County under Resolution 2012 273, dated May 17, 2012.

The fiber line is proposed to be constructed in both above ground and underground locations. The above ground installation will be limited to hanging from existing utility poles to the south of the summit. Underground facilities will be constructed with the use of a backhoe, trenching machine, plow, or boring machine. CoastCom's preferred method would be to use a plow or trenching machine, but they are receptive to using whatever method is acceptable to Benton County.

The proposed underground alignment plan is to follow the existing road from the pole line to the south of the summit, up to the summit and the communication tower approximately as shown on the accompanying exhibit.

Construction on the project is expected to start within 2 weeks of permit issuance and be completed within 2 weeks of the start date.

# ATTACHMENT B<sub>2</sub>



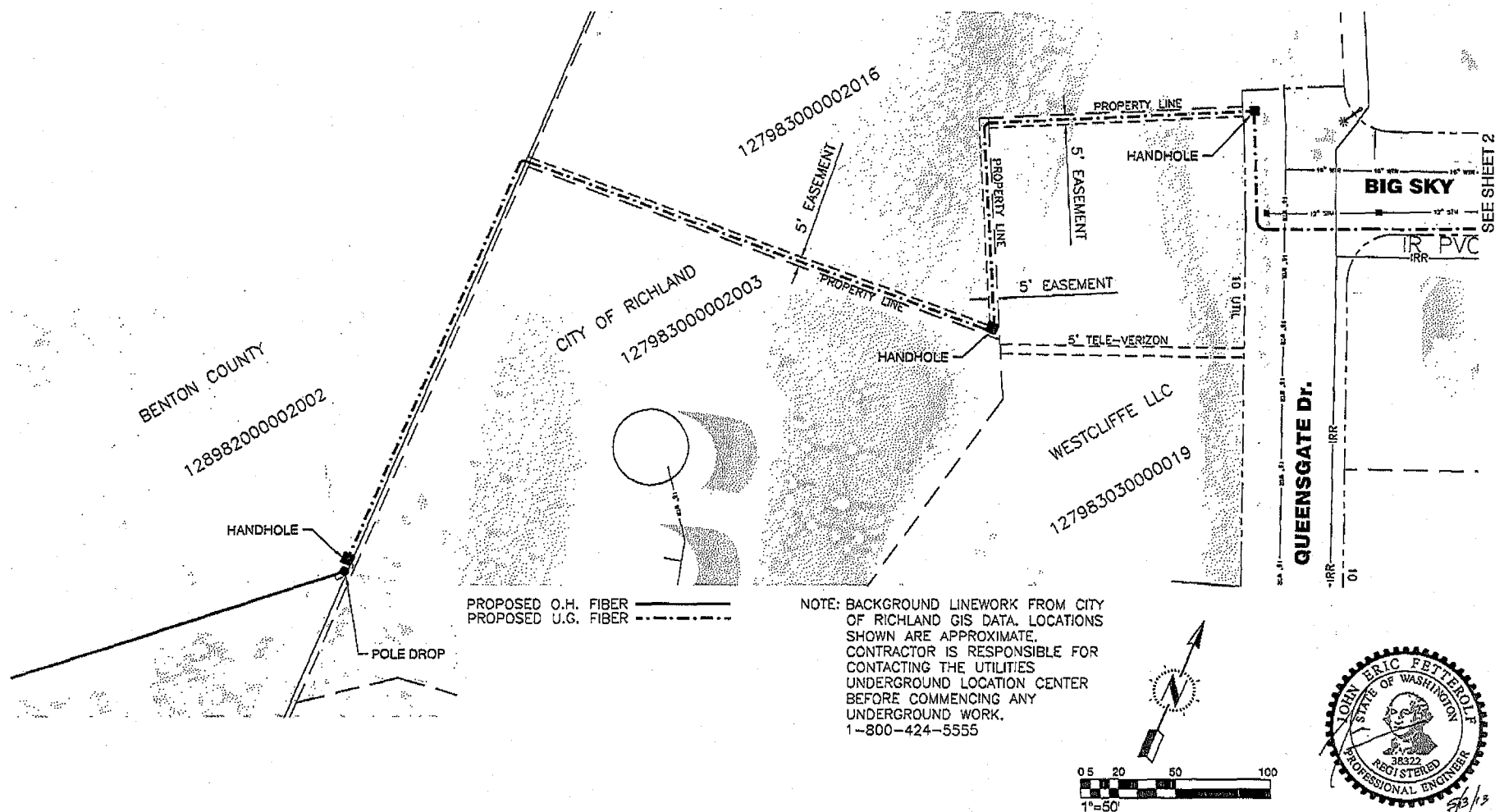
Fiber optic conduit alignment exhibit for:  
**COASTCOM - Badger Mountain**  
 A fiber optic line installation project in Benton Co, WA



**ENGINEERING PLLC**  
 6220 S. Auburn Pl  
 Kennewick, WA 99337-4663  
 509.551.8174  
 John@JFEngineering.pro

JF Eng. Job # 0006.00	Date: MAY 13, 2013
Drawn by: JEF	1 OF 1
Scale: 1"=250'±	

ATTACHMENT B,



FRANCHISE: LIGHT SPEED NETWORKS (dba LS Networks) TRAFFIC CONTROL: FOLLOW MUTCD STANDARDS AS APPLICABLE

Fiber optic cable alignment exhibit for:  
**COASTCOM - Big Sky Drive**  
 A fiber optic line installation project in the City of Richland, WA



**JF ENGINEERING PLLC**  
 5220 S. Auburn Pl  
 Kennewick, WA 99307-4653  
 509.551.5174  
 www.JFEngineering.pro

JF Eng. Job # 0006.00	Date: MAY 13, 2013
Drawn by: JEF	1
Scale: 1"=50'	



## FRIENDS OF BADGER MOUNTAIN

P.O. Box 24 Richland, WA 99352

August 06, 2013

Adam J. Fyall  
Benton County Commissioners' Office  
7122 West Okanogan Place  
Kennewick, Washington 99336

Stephen Posner, Compliance Manager  
Energy Facility Site Evaluation Council  
Post Office Box 43172  
Olympia, Washington 98504-3172

Subject: Fiber Optic Cable Installation through the Badger Mountain Centennial Preserve

Gentlemen,

The Board of Directors of the Friends of Badger Mountain understands that LightSpeed Networks, Inc., through its subcontractor CoastCom, Inc., proposes to install fiber optic cable, conduit, pull boxes, j-boxes and line markers on Badger Mountain to provide additional service to existing communication towers. The proposal includes installation in both above ground and underground locations through the Badger Mountain Centennial Preserve.

Our Board can support this installation; however, we most certainly wish to see the contractors complete their work with minimal impact on the vegetation located in the Preserve. Therefore, in lending our support, we would like to see every effort put forward by the contractors and the County to do the following:

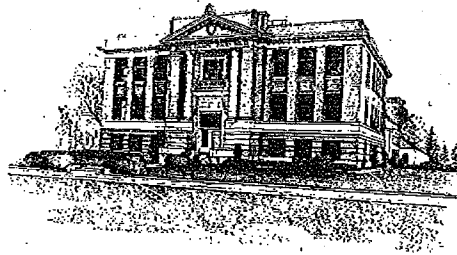
- Work with the County's native plant specialist to institute a plan that will assure the greatest chance of success of not disturbing the native vegetation during the installation process.
- Commit to restoring any native vegetation that installers do disturb as part of the activities associated with the installation.
- If any restoration is required, agree that a native plant specialist will monitor the effectiveness of the restoration for five years to assure the vegetation takes root and survives. During this period agree to replace plants that do not survive.

Sincerely,

Robert B Bass  
President  
Friends of Badger Mountain

Jerome Delvin  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

**Board of County Commissioners  
BENTON COUNTY**



David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

13 August 2013

Stephen Posner, Compliance Manager  
Energy Facility Site Evaluation Council  
Post Office Box 43172  
Olympia, Washington 98504-3172

**Re: Badger Mountain Centennial Preserve – CoastCom Proposal, Response to FOBM**

Dear Mr. Posner and EFSEC Members,

Both EFSEC and the County are in receipt of correspondence from the Friends of Badger Mountain organization ("FOBM") regarding the proposal from LS Networks and CoastCom to place new fiber optic cabling within the Badger Mountain Centennial Preserve. I will respond to FOBM's comments below.

As you are aware, FOBM has been the County's partner in the stewardship, maintenance, and development of Badger Mountain from the beginning. We always include them in these sorts of discussions and request their input and guidance on management decisions.

In their letter dated August 6th, FOBM stated that they support the fiber optic proposal but wanted to reinforce the notion that great care should be taken to ensure that minimal damage to the natural landscape are incurred, and that every reasonable effort is made to restore affected areas at the conclusion of the project. FOBM raised some specific points in three bullets in their letter. Here is how the Benton County Parks Department intends to address the issue:

The underground portion of the installation will require trenching. This is unavoidable. The swath of disturbance will be several feet wide and several hundred feet long. The portion of the installation that involves placement of the new cable on existing overhead lines will be less impactful.

Within its parks system, Benton County works closely with the Columbia Basin chapter of the Washington Native Plant Society ("NPS"), and with a local contractor called Wildlands. The County intends to contract with Wildlands to provide native plants and seed, and to put together a plan for restoration of the disturbed area. Much of that work will involve volunteer labor from NPS.



The timing of this project is opportune. Mid-autumn is the best time to complete this type of restoration work in our area, so assuming that the cable work is completed in the September timeframe, that leads us right into October and November to finish the restoration.

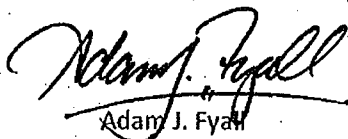
As part of the County's consideration for granting the new easement to LS Networks, the proponents will be required to contribute financially toward the restoration work. The figure we are working with right now is \$3,000, which may change a little in the coming weeks based on our final assessments of the situation.

Benton County will work with our FOBM and NPS partners to monitor the impact areas over the ensuing years to ensure that we have the best possible outcome to our restoration efforts. We also have an annual budget allocation set aside for this type of follow-up work in our parks.

Benton County and Friends of Badger Mountain are committed to the same values for the Preserve, which we believe mirror EFSEC's intent for the funds it provided back in 2005 for this preservation. It was clear to us that LS Networks and CoastCom were aware of this commitment even before they approached us about this project, and that they expect to be held accountable for their work. The County fully intends to see this project through with the minimal impact and best restoration practices.

Please let me know if you have further questions about the project or the parties involved.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam J. Fyall", with a horizontal line drawn across the bottom of the signature.

Adam J. Fyall  
Sustainable Development Coordinator  
509-736-3053 / adam.fyall@co.benton.wa.us

WASHINGTON STATE  
ENERGY FACILITY SITE EVALUATION COUNCIL (EFSEC)

and

BENTON COUNTY, WASHINGTON

AGREEMENT

---

1.0 PARTIES TO THE AGREEMENT

This Agreement (Agreement) is made by and between the **ENERGY FACILITY SITE EVALUATION COUNCIL (EFSEC)**, an agency of the State of Washington, and **BENTON COUNTY (the COUNTY)**, a municipal corporation and political subdivision of the State of Washington, under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW.

2.0 PURPOSE

The purpose of this Agreement is to memorialize the understandings and commitments of the parties concerning the acquisition and preservation by the COUNTY of the eight parcels of land totaling 574 acres total area located within Benton County known as **Badger Mountain (the Badger Property)**, more particularly described by legal descriptions in "Exhibit A," which is attached and incorporated herein.

This acquisition by the COUNTY of the Badger Property is hereinafter referred to as "the Acquisition."

The purchase price for the Badger Property is \$685,000.00. EFSEC and the COUNTY agree to contribute the amounts set forth below towards the Acquisition. Other parties outside of this Agreement are also expected to contribute to the purchase price. Upon completion of the Acquisition, the COUNTY will be the owner of the Badger Property and assume full responsibility for ownership, operation, and maintenance in perpetuity.

NOW, THEREFORE, EFSEC and the COUNTY agree as follows:

3.0 DUTIES OF THE PARTIES

A. BADGER PROPERTY ACQUISITION CONTRIBUTIONS

1. EFSEC agrees to contribute \$485,000.00 towards the total purchase price of the Badger Property.
2. The COUNTY agrees to contribute \$25,000.00 towards the total purchase price of the Badger Property.
3. **OTHER CONTRIBUTORS** – It is the understanding of EFSEC and the COUNTY that other organizations, not parties to this Agreement, are contributing to the total purchase price of \$685,000.00 for acquiring the Badger Property as follows:
  - a. CITY OF RICHLAND - \$100,000.00; and
  - b. FRIENDS OF BADGER MOUNTAIN - \$75,000.00.

**B. PAYMENT, USE OF EFSEC FUNDS, AND RETURN OF EFSEC FUNDS.**

1. **EFSEC** – Upon written request from the COUNTY, EFSEC agrees to transfer \$485,000.00 to the COUNTY. EFSEC's funds are to be used solely for the purpose of acquiring full fee simple absolute title to the Badger Property, subject to all standard rights and reservations stated in the commitment for title insurance, #305817-BN performed by Chicago Title Insurance Company and special exceptions 1-13, 17-21, and 29 therein; and preserving it in accordance with a "natural park" designation as now or hereafter defined by the Benton County Comprehensive Land Use Plan (natural park purposes). If the Acquisition is not completed by June 30, 2005 in accordance with Section 3.0(C) below and if the filings required by Section 3.0(D) below have not been completed by June 30, 2005, the COUNTY will return EFSEC's contribution to EFSEC by July 15, 2005, if so requested.
2. **COUNTY** – Upon receipt of the EFSEC funds, the COUNTY, working cooperatively with the Trust for Public Land (TPL), will provide \$510,000.00 into escrow to be applied to the total purchase price.
3. **OTHER CONTRIBUTORS** – It is the understanding of EFSEC and the COUNTY, that the organizations identified in Section 3.0(A)(3) above, in cooperation with TPL, will contribute their share of the funding to coincide with the COUNTY's payment to escrow. The COUNTY is under no obligation to complete the Acquisition if the additional funds are not made available.

**C. BADGER PROPERTY OWNERSHIP**

The COUNTY, at the conclusion of the Acquisition, will become the sole owner of the Badger Property. The COUNTY, working cooperatively with TPL, the escrow/title companies, and others as appropriate, will take all reasonable steps to complete such actions and filings as required to finalize the Acquisition and acquire title to the Badger Property by June 30, 2005.

**D. PRESERVATION AND USE OF BADGER PROPERTY**

As a condition of assuming ownership of the Badger property, the COUNTY shall use the Badger Property exclusively for natural park purposes. During its ownership, Benton County will not make and will take reasonable efforts to prevent others from making any use of the Badger Property, or any part of it, which is inconsistent with natural park purposes, unless EFSEC consents to an inconsistent use.

Furthermore, the COUNTY agrees to file the "Agreement Regarding Preservation and Use of Real Property," which is attached as Exhibit B and incorporated herein, with and at the same time as it files the appropriate title papers with the Benton County Auditor's Office, to restrict the use of the Badger Property, in perpetuity, to natural park purposes.

**E. OWNERSHIP, OPERATION AND MAINTENANCE**

The COUNTY, as the owner of the Badger Property, will take full responsibility for the ownership, operation and maintenance of the Badger Property in perpetuity.

**4.0 PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement will be from the date of execution through June 30, 2005, unless the parties otherwise agree in writing in accordance with Section 7.0.



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COUNTY COMMISSIONERS AGR

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Benton County

## 5.0 HOLD HARMLESS AND INDEMNIFICATION

The COUNTY shall indemnify, defend and hold harmless the State of Washington, EFSEC, all other agencies of the State, and all officers, agents and employees of the State (collectively referred to hereafter as the State), from and against all claims or damages that are imposed on, paid by, or asserted against the State for injuries to persons or property or death, by reason or on account of, or in connection with, or arising out of or incident to the Badger Property; the COUNTY's ownership, operation, or maintenance of or failure to operate or maintain the Badger Property; or the COUNTY'S performance or failure to perform this Agreement. The COUNTY's obligation to fully indemnify, defend, and hold harmless includes any claim by the COUNTY's officers, agents, employees, representatives, or any subcontractor or its officers, agents, employees, or representatives.

The COUNTY'S obligation to fully indemnify, defend, and hold harmless shall be reduced by the amount of damages resulting from any actual concurrent negligence of the State.

The COUNTY waives its immunity under Title 51 RCW to the extent it is required to fully indemnify, defend, and hold the State harmless.

## 6.0 ENVIRONMENTAL PROTECTION

### A. DEFINITIONS

#### 1. Definition of "Environmental Laws"

The term "Environmental Laws" means any and all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health and the environment.

#### 2. Definition of "Hazardous Material"

The term "Hazardous Material" means any polluting, hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. §172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto); or regulated by the Department of Ecology pursuant to the Washington Hazardous Waste Management Act (Chapter 70.105 RCW), the Model Toxics Control Act (Chapter 70.105D RCW; Chapter 82.21 RCW), or the Water Pollution Control Act (Chapter 90.48 RCW); petroleum products and their derivatives; and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

## B. COUNTY COMPLIANCE WITH ENVIRONMENTAL LAWS

The COUNTY shall, with respect to the Badger Property:

1. Obtain and comply with all approvals and cause all notifications to be made as required by Environmental Laws.
2. Not generate, manufacture, refine, transport, treat, store, recycle, dispose of, release, or otherwise handle any Hazardous Material on the Badger Property, or permit the foregoing, except in full compliance with Environmental Laws.

## C. INDEMNIFICATION

The COUNTY shall indemnify, defend and hold harmless the State of Washington, EFSEC, all other agencies of the State, and all officers, agents and employees of the State (collectively referred to hereafter as the State) from and against all claims or damages that are imposed on, paid by, or asserted against the State arising solely out of: (a) the State's funding contribution set forth herein; and any one of the following (b) the presence or suspected presence of Hazardous Material in the soil, groundwater, surface water, sediments, or soil vapor on or about the Badger Property, (c) the migration of any Hazardous Material from or onto the Badger Property, or (d) the violation of any Environmental Law, regardless of whether (b), (c), or (d) began or existed as of or prior to or after acquisition of the Badger Property by the COUNTY. This indemnification of the State by the COUNTY does not apply with respect to any claims or damages against the State based on any actions by the State potentially resulting in (b), (c), or (d) other than the State providing funding to the COUNTY under this agreement. This indemnification of the State by the COUNTY includes without limitation, costs incurred in connection with the following:

- (1) any investigative or remedial action involving the presence of Hazardous Material on or about the Badger Property or releases of Hazardous Material from the Badger Property;
- (2) any allegations made by any governmental authority or any private citizen or entity or group of citizens or entities as to the violation of any Environmental Laws involving the Badger Property or any activities conducted thereon; and/or
- (3) any injury or harm of any type (including death) to any person or property by reason or on account of, in connection with, or arising out of or incident to (i) the generation, manufacture, refinement, transportation, treatment, storage, recycling, disposal, or release, or other handling of Hazardous Material on or about the Badger Property or pursuant to activities conducted thereon, or (ii) the violation of any Environmental Laws, or (iii) contamination of the Badger Property.



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Benton County

## 7.0 CHANGES AND MODIFICATIONS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be valid and binding unless they are in writing and signed by the parties hereto.

## 8.0 CONTRACT MANAGEMENT

The individuals listed below shall be considered key personnel for the administration of the Agreement:

### COUNTY:

Adam J. Fyall,  
Community Development Coordinator

### EFSEC:

Allen Fiksdal, EFSEC Manager  
Mike Mills, Contracting Officer

## 9.0 TERMINATION

Either party may terminate this Agreement upon thirty (30) calendar days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## 10.0 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the law of the State of Washington. The venue of any action arising from or relating to this Agreement shall be exclusively in the Superior Court of Thurston County.

## 11.0 ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

## 12.0 SURVIVAL

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive, including but not limited to the



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07/12/2005 11:15A  
Benton County

COUNTY COMMISSIONERS AGR 0.00

sections titled Section 3.0 (Duties of the Parties); Section 5.0 (Hold Harmless and Indemnification); and Section 6.0 (Environmental Protection).

### 13.0 FILING WITH COUNTY AUDITOR

The COUNTY shall file a copy of this Agreement with the Benton County Auditor prior to the Agreement's entry into force.

### 14.0 RECAPTURE

In the event that the COUNTY fails to expend EFSEC funds under this Agreement in accordance with state law and this Agreement, EFSEC reserves the right to recapture such funds in an amount to compensate EFSEC for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the COUNTY of funds under this recapture provision shall occur within the time period specified by EFSEC. Such right of recapture shall exist for a period not to exceed six years following the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year last specified below.

WASHINGTON STATE  
ENERGY FACILITY SITE EVALUATION  
COUNCIL

BENTON COUNTY  
WASHINGTON

By: Jim D. [Signature]

By: [Signature]

Title: Chair

Title: Chairman

Date: 6/9/05

Date: 6/8/05

APPROVED AS TO FORM

Ann C. [Signature]  
Assistant Attorney General

APPROVED AS TO FORM

[Signature]

This 10<sup>th</sup> day of June 2005

This 8<sup>th</sup> day of June 2005





2005-022851

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07/12/2005 11:16A

Benton County

COUNTY COMMISSIONERS AGR

0.00

### EXHIBIT A – LEGAL DESCRIPTION

This Agreement pertains to the Acquisition of the following described eight parcels, located in Benton County, Washington:

**1-2998-201-1930-001**

Short Plat #1930, LOT 1 Subject to easements and restrictions of record.

**1-2998-201-1930-002**

Short plat #1930, lot 2 subject to easements and restrictions of record

**1-2998-201-1930-003**

Short plat #1930, lot 3 subject to easements and restrictions of record

**1-2998-201-1030-004**

Short plat #1930, lot 4 subject to easements and restrictions of record

**1-2998-100-0002-001**

The portion of section 29, lying Northerly & easterly of the following described line: thence Northwest corner of said section 29, being the true point of beginning. Thence North 88 degrees 32'40" East along the North line of section 29 a distance of 600 feet. Thence South 68 degrees 57'20" East a distance of 3,690.30 feet. Thence South 20 degrees 08'13" West a distance of 1,502.07 feet. Thence South 35 degrees 51' 20" East a distance of 437 feet. Thence South 42 degrees 57'20" East a distance of 710.30 feet. Thence South 52 degrees 27'20" East a distance of 1,191.10 feet. Thence South 57 degrees 51'20" East a distance of 49.05 feet to a point on the Easterly line of said section 29. Thence South 00 degrees 19'19" East along said Easterly line a distance of 860.62 feet to the Southeast corner of said section 29 & term of said line. Less portion defined as follows: less the portion of the Northeast quarter defined as follows: beginning at the North quarter corner. Thence East to the Northeast corner of said section. Thence South 660 feet. Thence continuing Northwesterly in a straight line to the point of beginning. Mineral rights reserved 3-22-57 quick claim deed 7-24-78. Less the portion defined as follows: beginning at the North quarter corner of said section: thence South 88 32' 40" West along the North line of said Northwest quarter 2018.16 feet to a point that is North 88 32' 40" East 600.00 feet from the Northwest corner of said section thence South 68 57' 08" East 2255.79 feet: thence North 5 49' 07" West 865.87 feet to the said point of beginning qcd 7-30-92 92-63745

**1-2998-100-0001-000**

The portion of the Northeast quarter defined as follows: beginning at the North quarter corner. The East to the Northeast corner of said section. Thence South 660 feet. Thence continuing Northwesterly in a straight line to the point of beginning.

1-2898-200-0002-002

Section 28, Township 9, Range 28 All, less the North half Northeast & less portion defined as follows: the portion of section 28 lying Southerly and Westerly of a line drawn from the Southeast corner of said section 28 to a point 2,000 feet North of the Southwest corner of said section 28. Less portion of land in the Southwest quarter commencing at the North quarter corner of said section 28, thence South 10 degrees 01'52" West for 3,337.15 feet to U.S.C. & G.S. Traingulation station 'Erie', thence North 19 degrees 17'24" East for 105.95 feet to the Northwest corner of a microwave building site as said site is described in an assignment of lease & the true point of beginning. Thence North for 87 feet. Thence West for 50 feet. Thence South for 100 feet. Thence East for 50 feet. Thence North 13 feet & the true point of beginning. Subject to easement. Less the South half of the Southeast quarter & less the South half of the Northwest quarter Southeast quarter. Less portion of the South half of the Northeast defined as follows: the Southeast corner of Northeast quarter being the true point of beginning. Thence North 00 degrees 30'34" East along the East line of said section a distance of 1297.69 feet to the Northeast corner of said South half. Thence North 89 degrees 33'51" West along the North line of said South half a distance of 2,612 feet to the Northwest corner thereof. Thence South 00 degrees 05'01" West along the West line of said South half of a distance of 36.60 feet. Thence South 63 degrees 46'35" East a distance of 2898.79 feet to the true point of beginning. Less portion defined as follows: a 20 acre parcel in the Northeast quarter Northwest quarter defined as follows: beginning at the Northeast corner going along the quarter section line South for 1,320 feet thence on a 45 degree diagonal line Northwest to the section line thence East for 1,320 feet to the point of beginning. Mineral rights reserved 3-22-57. Subject to easements & restriction of record 11-16-65. LESS the following described legal description: That portion of the West half of Section 28, Township 9 North, Range 28 East, W.M. Benton County, Washington, described as follows: Beginning at the Northwest corner of said Section 28: Thence South 00 degrees 19 minutes East along the West line of said Section 2,670.58 feet to the West quarter corner of said Section 28: Thence North 77 degrees 35 minutes 14 seconds East 545.50 feet to the true point of beginning: Thence South 67 degrees 15 minutes 52 seconds East 226.09 feet: Thence North 72 degrees 22 minutes 39 seconds East 625.19 feet: Thence South 60 degrees 39 minutes 13 seconds East 1104.14 feet: Thence South 16 degrees 57 minutes 54 seconds West 453.26 feet: Thence North 82 degrees 06 minutes 36 seconds West 245.56 feet: Thence North 65 degrees 02 minutes 13 seconds West 1178.69 feet: Thence South 87 degrees 34 minutes 33 seconds West 351.21 feet: Thence North 04 degrees 30 minutes 54 seconds East 357.57 feet to the true point of beginning. EXCEPT a parcel of land situated in the Southwest Quarter of Section 28, Township 9 North, Range 28 East, W.M. Benton County Washington, and being more particularly described as follows: Commencing at the North quarter corner of said Section 28: Thence South 10 degrees 01 minutes 52 seconds West for 3,337.15 feet to U.S.C & G.S Triangulation Station "Erie", thence North 19 degrees 17 minutes 24 seconds East 105.95 feet to the Northwest corner a microwave building site as said site is described in an assignment of lease recorded under Auditor's File No. 446559 and the true point of beginning: Thence North 87.00 feet: Thence West 50.00 feet: Thence South for 100.00 feet: Thence East for 50.00 feet: Thence North for 13.00 feet and the true point of beginning. (9/24/99 AF#1999-030340)

EFSEC/BENTON COUNTY AGREEMENT NO. S05-55200-001

CONTRACT TITLE: Badger Mountain Acquisition

EXHIBIT A



COUNTY COMMISSIONERS AGR

0.00

2005-022851  
Pg: 11 of 15  
07/12/2005 11:15A  
Benton County

**1-2898-400-0000-000**

South half of the Southeast quarter, & the South half of the Northwest quarter Southeast quarter. Right of way easement 10-17-83.

**AGREEMENT  
REGARDING PRESERVATION AND USE  
OF REAL PROPERTY**

**PARTIES**

This Agreement is entered into by and between the **Energy Facility Site Evaluation Council (EFSEC)**, an agency of the State of Washington, and **Benton County (the County)**, a municipal corporation and political subdivision of the State of Washington, for the purpose of preserving in accordance with a "natural park" designation as now or hereafter defined by the Benton County Comprehensive Land Use Plan (natural park purposes) in perpetuity eight parcels of land totaling 574 acres total area in Benton County known as Badger Mountain (the Badger Property), more particularly described as follows:

That real property located in Benton County, Washington, consisting of the following tax parcels:

**1-2998-201-1930-001**

Short Plat #1930, lot 1 Subject to easements and restrictions of record.

**1-2998-201-1930-002**

Short plat #1930, lot 2 subject to easements and restrictions of record

**1-2998-201-1930-003**

Short plat #1930, lot 3 subject to easements and restrictions of record

**1-2998-201-1030-004**

Short plat #1930, lot 4 subject to easements and restrictions of record

**1-2998-100-0002-001**

The portion of section 29, lying Northerly & easterly of the following described line: thence Northwest corner of said section 29, being the true point of beginning. Thence North 88 degrees 32'40" east along the North line of section 29 a distance of 600 feet. Thence South 68 degrees 57'20" East a distance of 3,690.30 feet. Thence South 20 degrees 08'13" West a distance of 1,502.07 feet. Thence South 35 degrees 51' 20" East a distance of 437 feet. Thence South 42 degrees 57'20" East a distance of 710.30 feet. Thence South 52 degrees 27'20" East a distance of 1,191.10 feet. Thence South 57 degrees 51'20" East a distance of 49.05 feet to a point on the Easterly line of said section 29. Thence South 00 degrees 19'19" east along said Easterly line a distance of 860.62 feet to the Southeast corner of said section 29 & term of said line. Less portion defined as follows: less the portion of the Northeast quarter defined as follows: beginning at the North quarter corner. Thence East to the Northeast corner of said section. Thence South 660 feet. Thence continuing Northwesterly in a straight line to the point of beginning. Mineral rights reserved 3-22-57 quick claim deed 7-24-78. Less the portion defined as



2005-022851

Pg: 13 of 15

07/12/2005 11:15A

COUNTY COMMISSIONERS AGR

0.00

Benton County

follows: beginning at the North quarter corner of said section; thence South 88° 32' 40" West along the North line of said Northwest quarter 2018.16 feet to a point that is North 88° 32' 40" East 600.00 feet from the Northwest corner of said section thence South 68° 57' 08" East 2255.79 feet; thence North 5° 49' 07" West 865.87 feet to the said point of beginning qcd 7-30-92 92-63745

**1-2998-100-0001-000**

The portion of the Northeast quarter defined as follows: beginning at the North quarter corner. Thence East to the Northeast corner of said section. Thence South 660 feet. Thence continuing Northwesterly in a straight line to the point of beginning.

**1-2898-200-0002-002**

Section 28, Township 9, Range 28 All, less the North half Northeast & less portion defined as follows: the portion of section 28 lying Southerly and Westerly of a line drawn from the Southeast corner of said section 28 to a point 2,000 feet North of the Southwest corner of said section 28. Less portion of land in the Southwest quarter commencing at the North quarter corner of said section 28, thence South 10 degrees 01'52" West for 3,337.15 feet to U.S.C. & G.S. Triangulation station 'Erie', thence North 19 degrees 17'24" East for 105.95 feet to the Northwest corner of a microwave building site as said site is described in an assignment of lease & the true point of beginning. Thence North for 87 feet. Thence West for 50 feet. Thence South for 100 feet. Thence East for 50 feet. Thence North 13 feet & the true point of beginning subject to easement. Less the South half of the Southeast quarter & less the South half of the Northwest quarter Southeast quarter. Less portion of the South half of the Northeast defined as follows: the Southeast corner of Northeast quarter being the true point of beginning. Thence North 00 degrees 30'34" East along the East line of said section a distance of 1297.69 feet to the Northeast corner of said South half. Thence North 89 degrees 33'51" west along the North line of said South half a distance of 2,612 feet to the Northwest corner thereof. Thence South 00 degrees 05'01" West along the West line of said South half of a distance of 36.60 feet. Thence South 63 degrees 46'35" East a distance of 2898.79 feet to the true point of beginning. Less portion defined as follows: a 20 acre parcel in the Northeast quarter Northwest quarter defined as follows: beginning at the Northeast corner going along the quarter section line south for 1,320 feet thence on a 45 degree diagonal line northwest to the section line thence east for 1,320 feet to the point of beginning. Mineral rights reserved 3-22-57. Subject to easements & restriction of record 11-16-65. LESS the following described legal description: That portion of the West half of Section 28, Township 9 North, Range 28 East, W.M. Benton County, Washington, described as follows: Beginning at the Northwest corner of said Section 28: Thence South 00 degrees 19 minutes East along the West line of said Section 2,670.58 feet to the West quarter corner of said Section 28: Thence North 77 degrees 35 minutes 14 seconds East 545.50 feet to the true point of beginning: Thence South 67 degrees 15 minutes 52 seconds East 226.09 feet: Thence North 72 degrees 22 minutes 39 seconds East 625.19 feet: Thence South 60 degrees 39 minutes 13 seconds East 1104.14 feet: Thence South 16 degrees 57 minutes 54 seconds West 453.26 feet: Thence North 82 degrees 06 minutes 36 seconds West 245.56 feet: Thence North 65 degrees 02 minutes 13 seconds West 1178.69 feet:



COUNTY COMMISSIONERS AGR

0.00 Benton County

2005-022851  
Pg: 14 of 15  
07/12/2005 11:15A

Thence South 87 degrees 34 minutes 33 seconds West 351.21 feet: Thence North 04 degrees 30 minutes 54 seconds East 357.57 feet to the true point of beginning. EXCEPT a parcel of land situated in the Southwest Quarter of Section 28, Township 9 North, Range 28 East, W.M. Benton County Washington, and being more particularly described as follows: Commencing at the North quarter corner of said Section 28: Thence South 10 degrees 01 minutes 52 seconds West for 3,337.15 feet to U.S.C & G.S Triangulation Station "Erie", thence North 19 degrees 17 minutes 24 seconds East 105.95 feet to the Northwest corner a microwave building site as said site is described in an assignment of lease recorded under Auditor's File No. 446559 and the true point of beginning: Thence North 87.00 feet: Thence West 50.00 feet: Thence South for 100.00 feet: Thence East for 50.00 feet: Thence North for 13.00 feet and the true point of beginning. (9/24/99 AF#1999-030340)

1-2898-400-0000-000

South half of the Southeast quarter, & the South half of the Northwest quarter Southeast quarter. Right of way easement 10-17-83.

#### RECITALS

WHEREAS EFSEC and the County have entered into Agreement No. S05-55200-001, and

WHEREAS, pursuant to Agreement No. S05-55200-001, EFSEC agreed to contribute \$485,000 to Benton County towards the total purchase price of the Badger Property, and

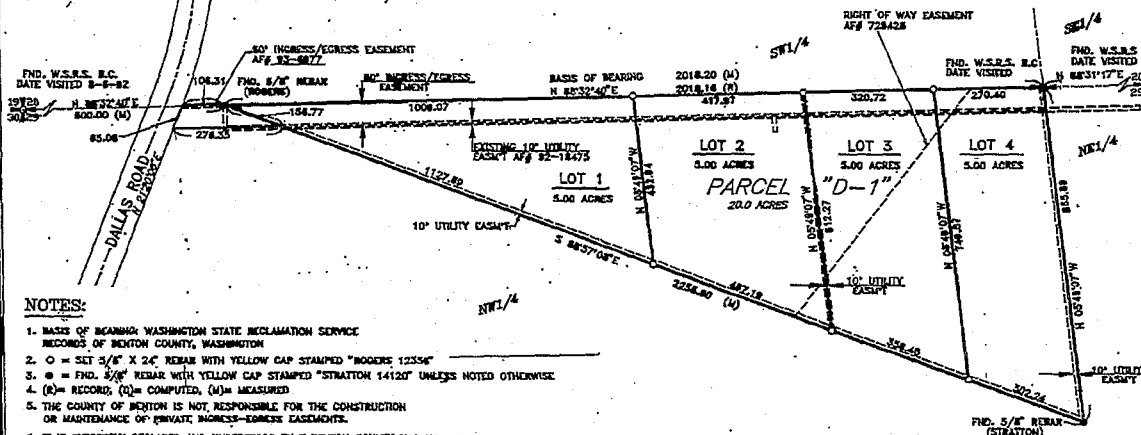
WHEREAS in consideration of EFSEC's contribution of \$485,000 and as a condition of assuming ownership, Benton County agreed to own and take reasonable steps to restrict use of the Badger Property in perpetuity for natural park purposes.

NOW THEREFORE, EFSEC and the County agree as follows:

1. During its ownership, the County will not make or permit to be made any use of the Badger Property or any part of it which is inconsistent with the use of the property for natural park purposes. In particular, the Badger Property shall never be used for residential, commercial or industrial purposes. Public access to all or a portion of the Badger Property will be permitted, subject to reasonable restrictions on time, number and frequency of such access.
2. The County may only transfer ownership of the Badger Property via an instrument that expressly incorporates the restrictions set forth in this Agreement, and only to an organization or entity that can demonstrate a commitment to own and manage the Badger Property for the uses and purposes set forth above and in compliance with the terms and conditions of the agreement between EFSEC and the County cited above.
3. The County shall not dispose of, encumber its title or grant other interest in the Badger Property, or convert it to other uses except as specifically provided for above, or

## SHORT PLAT NO. 1930

PREPARED UNDER BENTON COUNTY SHORT PLAT ORDINANCE NO.103  
SEC.29, T.9N., R.28E., W.M.  
BENTON COUNTY, WASHINGTON



## NOTES:

1. BASES OF BENTON WASHINGTON STATE RECLAMATION SERVICE RECORDS OF BENTON COUNTY, WASHINGTON
2. ○ = SET 5/8" X 2" REBAR WITH YELLOW CAP STAMPED "ROGERS 12356"
3. ● = FND. 5/8" REBAR WITH YELLOW CAP STAMPED "STRATTON 14120" UNLESS NOTED OTHERWISE
4. (R) = RECORD, (C) = COMPUTED, (M) = MEASURED
5. THE COUNTY OF BENTON IS NOT RESPONSIBLE FOR THE CONSTRUCTION OR MAINTENANCE OF PRIVATE ROADS-EDMUND EASEMENTS.
6. IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT BENTON COUNTY HAS NO DUTY, OBLIGATION, OR RESPONSIBILITY FOR THE UPGRADE, MAINTENANCE, OR REPAIR OF STORM DRAINAGE FACILITIES LOCATED OUTSIDE COUNTY ROAD RIGHT-OF-WAY.
7. THESE LOTS MAY CONTAIN SPECIFIC INSTRUCTIONS AND/OR LIMITATIONS REGARDING THE USE OF ON SITE SEWAGE DISPOSAL SYSTEMS. THE BENTON-FRANKLIN DISTRICT HEALTH DEPARTMENT SHOULD BE CONTACTED FOR ADDITIONAL INFORMATION.
8. NO BUILDING OR MANUFACTURED HOME PLACEMENT PERMIT SHALL BE ISSUED UNTIL AN ACCESS IS CONSTRUCTED TO THE FOLLOWING STANDARDS: GRADING AND COMPACTING WITH TWO (2) INCHES OF GRAVEL TO WIDTH OF TWENTY (20) FEET.
9. NO BUILDING PERMITS FOR BUILDINGS REQUIRING POTABLE WATER WILL BE ISSUED UNTIL EVIDENCE OF AN APPROVED POTABLE WATER SUPPLY IS PROVIDED.
10. THIS SHORT-PLAT IS NOT WITHIN AN IRRIGATION DISTRICT.
11. NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOTS WITH AN ACCESS EASEMENT LOCATED APRIL 10 1970 GRANT.

## SURVEYOR'S CERTIFICATION

I, RICHARD A. ROGERS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (NOR 12346) HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

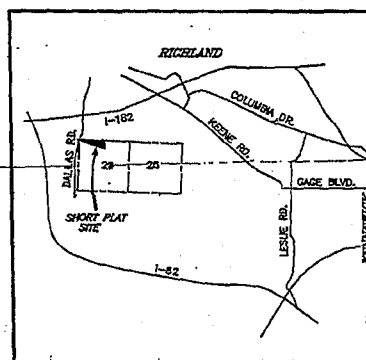


## AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF Sheldon Shore AT 2:34 P.M. THIS 12th DAY OF July, 1983 A.D., AND RECORDED IN VOLUME 1 OF SHORT PLATS, AT

PAGE 1930 RECORDS OF BENTON COUNTY, WASHINGTON.

Boothie Gager by Ida M. Shaw 7-12-93 93-19998  
BENTON COUNTY AUDITOR Ida M. Shaw DATE

VICINITY MAP  
(n.t.s.)

## GRAPHIC SCALE



## LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION; THENCE SOUTH 88°32'40" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 2018.16 FEET TO A POINT THAT IS NORTH 88°32'40" EAST 800.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 88°57'40" EAST 2233.78 FEET; THENCE NORTH 08°48'07" WEST 886.87 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 20.00 ACRES.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW.

## OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN, AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES SHOWN HEREON.

Sheldon E. Shore  
PRESIDENT RAGGER MOUNTAIN ANTENNAE INC.  
SHELDON E. SHORE

## ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF BENTON }

TIME BE TO CERTIFY THAT ON THIS 15th DAY OF June, 1983, PERSONALLY APPEARED BEFORE ME Sheldon E. Shore, PRESIDENT RAGGER MOUNTAIN ANTENNAE INC., TO ME KNOWN TO BE THE INDIVIDUAL IN AND WHO EXECUTED THE FOREGOING "OWNERS CERTIFICATE," AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED IN WITNESS THEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Valda M. Reynolds  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT Benton City  
MY COMMISSION EXPIRES March 31, 1994



## ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF BENTON }

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1983, PERSONALLY APPEARED BEFORE ME \_\_\_\_\_ TO ME KNOWN TO BE THE INDIVIDUAL IN AND WHO EXECUTED THE FOREGOING "OWNERS CERTIFICATE," AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED IN WITNESS THEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

## APPROVALS

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1983-1: 2918-600-0001-001

Clarence J. Oliver by [Signature] 7/12/93  
BENTON COUNTY TREASURER DATE

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

Tom A. Mullen 7/12/93  
BENTON COUNTY SHORT PLAT ADMINISTRATION DATE

		CLIENT	SHELDON SHORE		JOB # 18892
ROGERS SURVEYING, INC. 745 COLUMBIA DRIVE RICHLAND, WA 98842 PHONE (509) 827-8555		PROJECT	SHORT PLAT		
		Portion SEC. 29, T.9N., R.28E., W.M.			
DRW. BY	DATE	SCALE	1" = 200'	F. B. NO. NONE	SHEET 1 OF 1
APPROVED BY	DATE	14 JUNE 1983	FILED	18892/0000	

SP 1930

A1-001

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20 & NORTHWEST 1/4 OF SECTION 29,  
TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN.  
BENTON COUNTY, WASHINGTON

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20 & NORTHWEST 1/4 OF SECTION 29,  
TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN.  
BENTON COUNTY, WASHINGTON

• A SEPARATE GRADING PERMIT IS REQUIRED FOR WORK ASSOCIATED WITH CONSTRUCTION OF THE RESERVOIR AND ITS APPURTENANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL PROVISIONS OF SAID PERMIT. SEE PERMIT NO. 11-02398 FOR ADDITIONAL INFORMATION.

**A SEPARATE COMMERCIAL BUILDING PERMIT IS REQUIRED FOR CONSTRUCTION OF THE RESERVOIR ITSELF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL PROVISIONS OF SAID PERMIT. SEE PERMIT NO. 11-02403 FOR ADDITIONAL INFORMATION.**

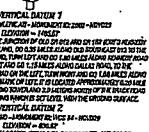
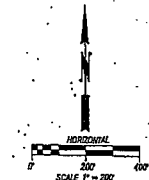
C2 OF 13	COVER SHEET
C3 OF 13	210-PP PLAN & PROFILE SEE: 10+00-30+50
C3 OF 13	210-PP PLAN & PROFILE SEE: 20+40-60+00
C4 OF 13	WATER & STORM PLAN & PROFILE
C5 OF 13	RESERVOIR OVERALL SITE PLAN
C6 OF 13	GRADING & T.E.S.C. PLAN
C7 OF 13	OVERALL PAVING PLAN
C8 OF 13	RESERVOIR CROSS SECTIONS
C9 OF 13	RESERVOIR PAVING PLAN
C10 OF 13	RESERVOIR PAVING SECTIONS & DETAILS
C11 OF 13	DRAIN & ALTIMETER CHANNEL VALVEYS PLANS & SECTIONS
C12 OF 13	WATER DETAILS
C13 OF 13	ACCESS & EROSION DETAILS

1 OF 7	OVERALL KEY PLAN AND RESERVATION RECORD
2 OF 7	"RESERVATION ELECTRICAL SITE PLAN"
3 OF 7	ELECTRICAL CONTROL LADDER DIAGRAM
4 OF 7	ELECTRICAL CONTROL LADDER DIAGRAM
5 OF 7	ELECTRICAL CONTROL LADDER DIAGRAM
6 OF 7	ELECTRICAL MOTOR CONTROL CIRCUIT DIAGRAM
7 OF 7	ELECTRICAL SITE DETAILS

51.1 OF 8	BOTTOM GLASS PLANE & GENERAL NOTE
51.2 OF 8	TOP GLASS PLANE
52.1 OF 8	DETAILS
53.1 OF 8	DETAILS
53.2 OF 8	DETAILS
54.1 OF 8	WALL ELEVATIONS

[illegible]

ALL VALVING SHALL BE INSTALLED IN ACCORDANCE  
WITH COR STANDARD DETAILS W9 & U4 ON SHEET C12

[illegible]

**NOTE: CALL UTILITY LOCATOR AT 1-800-424-5555 BEFORE  
PROCEEDING WITH ANY CONSTRUCTION.**


1	11/11	PER CITY OF RICHLAND COMMENTS	TS	BS
NO.	DATE	REVISION	BY	APVD



**PACWEST ENGINEERING, LLC**  
10209 BRIDGEPORT WAY SW, STE C-1  
Lakewood, WA 98499  
Phone (253) 830-5960  
Fax (253) 830-5999

**DEVELOPER / CONTACT:**  
VSI DEVELOPMENT, LLC  
CONTACT: LOREN COMBS  
3600 PORT OF TACOMA ROAD, SUITE 311  
TACOMA, WASHINGTON 98424  
PHONE: 253.922.5464  
FAC: 253.922.5548

COVER SHEET

DESIGN	T. SANDERS		SHEET	C1 OF 13
DRAWN	T. SANDERS		DWG	07-540 RESERVOIR P&ID
CHECKED	B. SMITH		DATE	12-12-11
APPROVED	B. SMITH		PROJECT	07-540

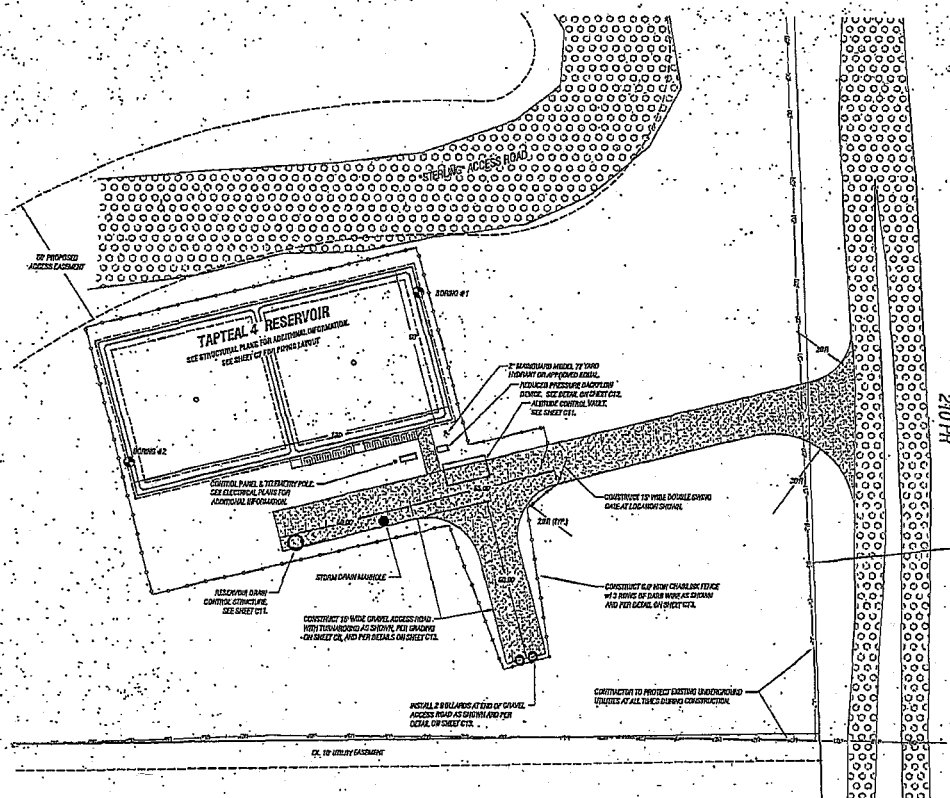


# BADGER MOUNTAIN SOUTH

## TAPTEAL 4 RESERVOIR AND WATER SYSTEM IMPROVEMENTS

0-2" BROWN SILT WITH FRACTURED BASALT, DRY TO SLIGHTLY MOIST, HARD  
 GREY BASALT, SLIGHTLY TO MODERATELY FRESHENED WITH SOME SILT  
 INFILL, VERY CLOSELY FRACTURED, MODERATELY STRONG  
 0-1" SILT & BASALT, SLIGHTLY WEATHERED, CLOSEST TO VERY CLOSELY  
 FRACTURED, CLOSE TO VERY STRONG, FORTHWEARLY  
 10-12" GRAY ASH, BROWNING VERY CLOSELY FRACTURED, SLIGHTLY  
 VESICULAR

D0582#2  
 0-2" BROWN SILT WITH FRACTURED BASALT, DRY TO SLIGHTLY MOIST, HARD  
 GREY BASALT, SLIGHTLY TO MODERATELY FRESHENED WITH SOME SILT  
 INFILL, VERY CLOSELY FRACTURED, MODERATELY STRONG TO STRONG  
 0-1" SILT & BASALT, SLIGHTLY WEATHERED, MODERATELY STRONG  
 10-12" GRAY ASH, BROWNING VERY CLOSELY FRACTURED, SLIGHTLY  
 VESICULAR

[illegible]

NOTE: CALL US AT 1-800-434-5555 BEFORE  
PROCEEDING WITH ANY CONSTRUCTION.

1	11/11	PER CITY OF RICHLAND COMMENTS	TS	BS
NO.	DATE	REVISION	BY	APV



**PACWEST ENGINEERING, LLC**  
10209 BRIDGEPORT WAY SW, STE. C-  
Lakewood, WA 98499  
Phone (253) 830-5960  
Fax (253) 830-5999

**DEVELOPER / CONTACT:**

Y3I DEVELOPMENT, LLC  
CONTACT: LOREN COMBS  
3600 PORT OF TACOMA ROAD, SUITE 311  
TACOMA, WASHINGTON 98424  
PHONE: 253.922.5484  
FAX: 253.922.5448

**OVERALL SITE PLAN**

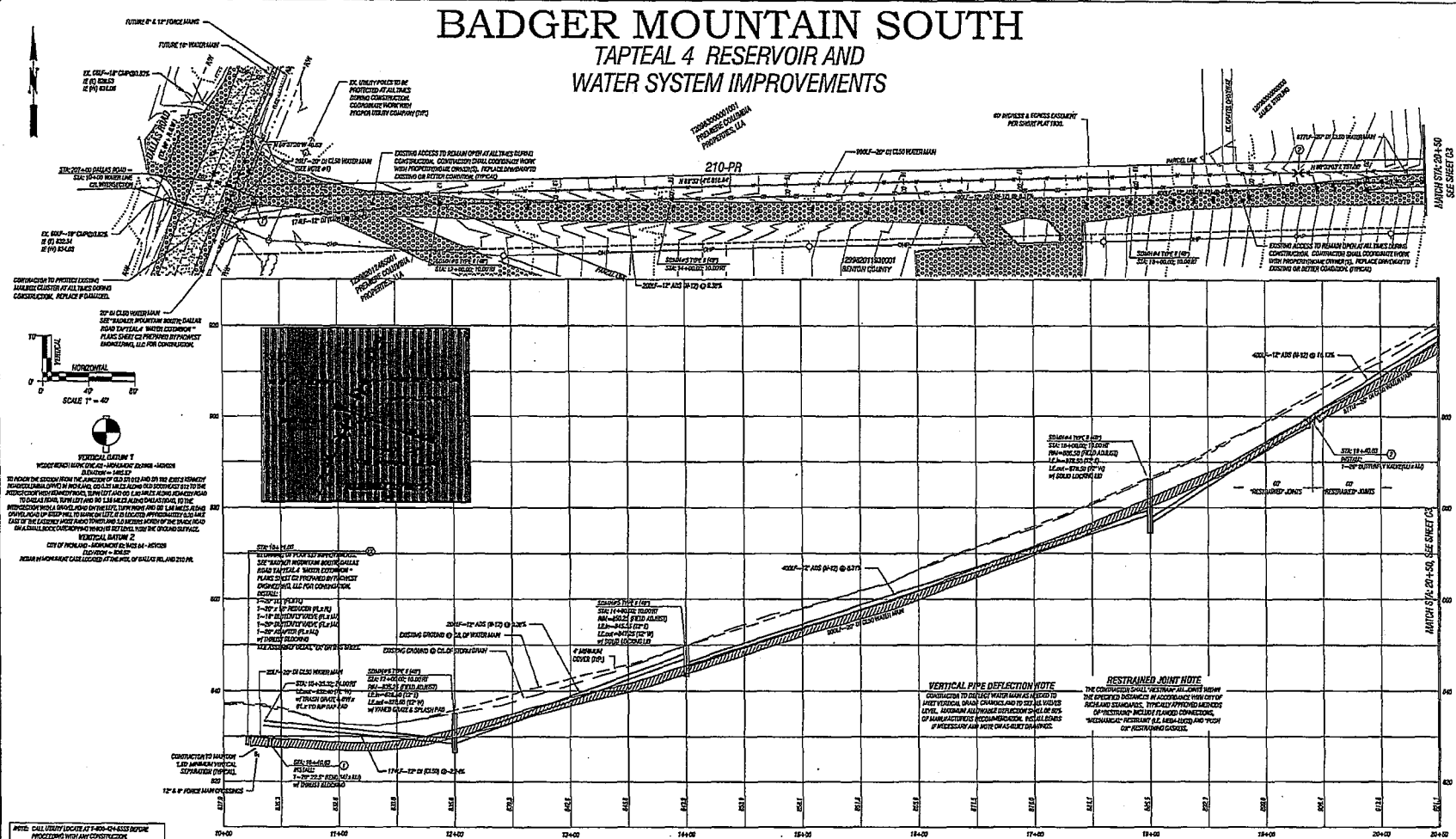
DESIGN	T. SANDERS
DRAWN	T. SANDERS
CHECKED	B. SMITH
APPROVED	B. SMITH



SHEET	C5 OF 13
DWG	07-540 RESERVOIR P&P.DWG
DATE	12-12-11
PROJECT	07-540

# BADGER MOUNTAIN SOUTH

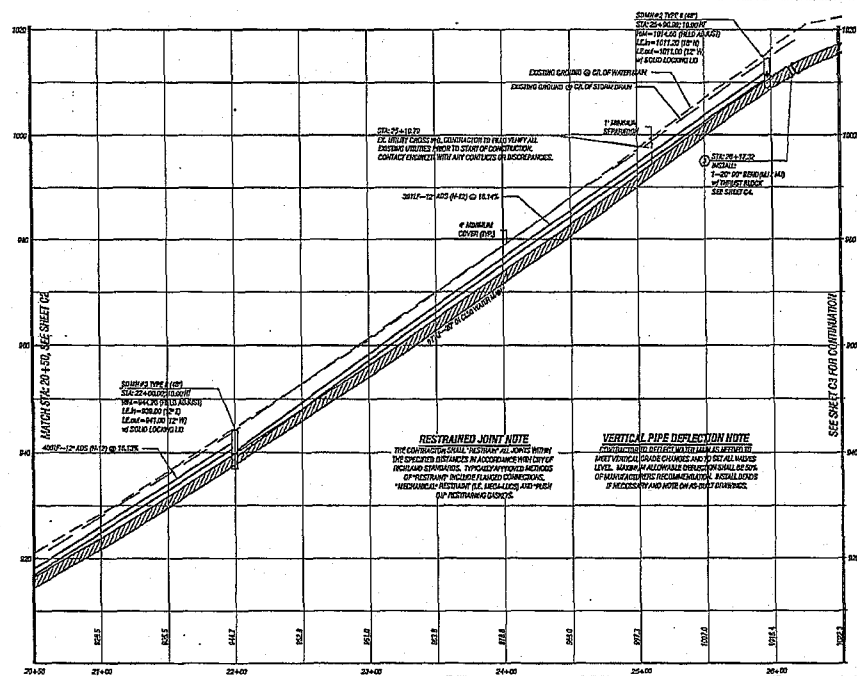
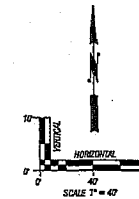
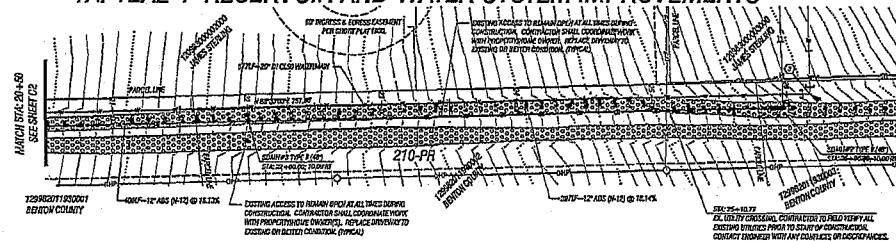
## TAPTEAL 4 RESERVOIR AND WATER SYSTEM IMPROVEMENTS



3 IN THE CASE AND PLEASE ATTACHED WITH BEING AS AN INTER AGENT OF PERSONAL SYSTEM IS NO PROBLEM OF PERSONAL SYSTEM AND IS NOT TO BE USED FOR ANY OTHER PURPOSES OF THE INTER AGENT OF PERSONAL SYSTEM OF PERSONAL SYSTEM

1/1/11		PER CITY OF RICHLAND COMMENTS	TS	BS	 <b>PacWest ENGINEERING, LLC</b> 10209 BRIDGEPORT WAY SW, STE C-1 Lakewood, WA 98499 Phone (253) 830-5960 Fax (253) 830-5999	<b>DEVELOPER / CONTACT:</b>  VSI DEVELOPMENT, LLC CONTACT: LOREN COLES 3000 PORT OF TACOMA ROAD, SUITE 213 TACOMA, WASHINGTON 98424 PHONE: 253.822.5424 FAX: 253.822.5349		<b>210 - PR</b> <b>PLAN AND PROFILE</b> <b>STA: 10+00 - 20+50</b>		DESIGN T. SANDERS  DRAWN T. SANDERS  CHECKED B. SMITH  APPROVED B. SMITH		SHEET DWG 01-540 RESERVOIR P&P.DWG  DATE  PROJECT 07-540
NO.	DATE	REVISION	BY	APVD								

# BADGER MOUNTAIN SOUTH TAPTEAL 4 RESERVOIR AND WATER SYSTEM IMPROVEMENTS



**VERTICAL ALIGNMENT 1**  
 EXISTING - 1-1/2%  
 PROPOSED - 1-1/2%  
 CITY OF RICHLAND - MONROVIA RD - 1-1/2%  
 CITY OF RICHLAND - MONROVIA RD - 1-1/2%  
 CITY OF RICHLAND - MONROVIA RD - 1-1/2%

NOTE: CALL UTILITY LOCATES AT 1-800-4-A-SOUND BEFORE  
 PROCEEDING WITH ANY CONSTRUCTION.

NO.	DATE	REVISION	BY	APPROVED
1	11/11	PER CITY OF RICHLAND COMMENTS	TS	BS



**PacWest Engineering, LLC**  
 10209 BRIDGEPORT WAY SW, STE C-1  
 Lakewood, WA 98499  
 Phone (253) 830-5960  
 Fax (253) 830-5999

**DEVELOPER / CONTACT:**  
 VSI DEVELOPMENT, LLC  
 CONTACT: LYNN COMBS  
 3500 POINT OF TACOMA ROAD, SUITE 311  
 TACOMA, WASHINGTON 98404  
 PHONE: 253.822.5454  
 FAX: 253.822.5540

**210-PR  
 PLAN AND PROFILE  
 STA: 20+50 - 26+50**

DESIGN	T. SANDERS
DRAWN	T. SANDERS
CHECKED	R. SMITH
APPROVED	R. SMITH



SHEET	C3 OF 13
DWG	07-540 RESERVOIR P&P/DWG
DATE	
PROJECT	07-540

THIS DOCUMENT IS THE PROPERTY OF PACWEST ENGINEERING, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF PACWEST ENGINEERING, LLC.

**WHEN RECORDED RETURN TO:**

City Engineer  
City of Richland  
840 Northgate Dr.  
Richland, WA 99352  
MS#26

Portion of Parcel #1- 2998-201-1930-001/1-2998-201-1930-002  
1-2998-201-1930-003/1-2998-201-1930-004

**ACCESS & UTILITY EASEMENT**

The Grantor, the **BENTON COUNTY**, for and in consideration of the transfer of interest in a portion of property and other valuable considerations, grants to the **CITY OF RICHLAND**, Washington, a municipal corporation, an **access & utility easement** in, over and under the following described property situated in the County of Benton, State of Washington, described as follows:

A portion of the North 1/2 of Section 29, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

The Northerly 60.00 feet of Lots 1, 2, 3 and 4 of Short Plat No. 1930, as recorded in Volume 1 of Short Plats on Page No. 1930, records of said County and State.

See attached **Exhibit "A"**

For the purpose of constructing, installing, maintaining, repairing, and operating underground pipelines and utility conduits in support of the City's nearby potable drinking water reservoir with full right to go upon said premises at any time for such purposes, together with the right to trim brush and trees that may interfere with the construction, maintenance and operation of same. After any excavation activity disturbing native vegetation within the easement the City shall replant the disturbed area with native vegetation and maintain such vegetation until it is established.

\_\_\_\_\_  
Sign Name:

An Authorized representative for:  
**Benton County**

\_\_\_\_\_  
Print Name:

An Authorized representative for:  
**Benton County**

STATE OF WASHINGTON            )  
  : Ss  
COUNTY OF BENTON            )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned,  
a Notary Public in and for the State of Washington, duly commissioned  
and sworn, personally appeared, \_\_\_\_\_  
to me known to be an authorized representative for **Benton County**, and  
who executed the within and foregoing instrument, and acknowledged  
that he/she/they signed the same as his/her/their free and voluntary act  
and deed, for the uses and purposes therein mentioned, and on oath  
stated that he/she/they is/are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year  
first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington; residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Print Name:

# EXHIBIT "A"

11-0122E

