

**SITE CERTIFICATION AGREEMENT
BETWEEN**

THE STATE OF WASHINGTON

AND

HORSE HEAVEN WIND FARM, LLC



For the

**HORSE HEAVEN WIND FARM
BENTON COUNTY, WASHINGTON
EXECUTED **MONTH, DAY, YEAR****

**ENERGY FACILITY SITE EVALUATION COUNCIL
OLYMPIA, WASHINGTON**

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FOR THE HORSE HEAVEN WIND FARM
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1. Appendix 1: Report to the Governor, Recommendation on Application Docket No. EF-220011 entered April 29, 2024.
2. Appendix 2: Mitigation Measures.
3. Appendix 3: Legal Descriptions.

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**BEFORE THE STATE OF WASHINGTON
ENERGY FACILITY SITE EVALUATION COUNCIL**

In the Matter of:

Docket No. EF-220011

Scout Clean Energy, LLC,
Horse Heaven Wind Farm, LLC,
Applicant

Application Docket No. EF-220011

REPORT TO THE GOVERNOR ON APPLICATION DOCKET NO. EF-220011

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I. Executive Summary

A. Application:

On February 8, 2021, Scout Clean Energy, LLC (Scout or Applicant) filed an Application for Site Certification (ASC or Application) to construct and operate the Horse Heaven Wind Farm (Project or Facility), a renewable energy generation facility including wind and solar energy generation with battery energy storage systems (BESS) and supporting facilities. Scout is a renewable energy company headquartered in Boulder, Colorado.

The Project: The Project's Lease Boundary as proposed would encompass approximately 72,428 privately owned acres principally used for dryland wheat farming. The Facility would be in the Horse Heaven Hills area of unincorporated Benton County, Washington, approximately 4 miles south/southwest of Kennewick and the larger Tri-Cities urban area along the Columbia River (the Site). The Application¹ seeks authority to generate up to a Project total of 1,150 megawatts (MW) of energy through a combination of no more than 231 wind turbines and solar arrays that would generate no more than 800 MW, along with supporting BESS facilities. The wind turbines and supporting facilities would encompass an 11,850-acre Micrositing Corridor within the Project Lease Boundary; the Micrositing Corridor is approximately 25 miles in length and extends eastward from Benton City to Finley.² The Solar Siting and BESS areas would encompass 10,755 acres of which 5,447 acres are proposed to be occupied by up to three solar arrays.

B. Recommendation:

The Energy Facility Site Evaluation (EFSEC) Council recommends the Governor approve in part the Horse Heaven Wind Facility in Benton County. The Council also recommends that certain conditions be imposed insofar as the application is approved as discussed below.

The Council carefully considered: 1) the statutory policies on need for abundant clean energy sources to meet the state's greenhouse gas reduction obligations and to mitigate the effects of climate change while ensuring through reasonable methods that all energy facilities will produce minimal adverse impacts on the environment (Revised Code of Washington (RCW) 80.50.010); 2) public comments; 3) the record, findings and conclusions of the Adjudicative Order; 3) the Final Environmental Impact Statement (EIS); 4) the issues raised in government-to-government consultations with affected federally recognized tribes; and 5) commitments made by the Applicant in its Application, at hearings, and in other relevant documents.

The Council concludes that the conditions identified in this report, and that are set forth in the accompanying draft Site Certification Agreement (SCA), are reasonable methods to minimize the

¹ The original Application (ASC) (filed February 8, 2021) sought authority to operate up to 244 wind turbines and up to three solar arrays. See [Original Application](#), Section 2.3 and Tables 2.1-1 and 2.3-1. Scout filed subsequent updates to the ASC. The [Final ASC](#) was received on September 25, 2023, which outlines the final requested scope of the proposal.

² For an overview of the Project boundary and its overall layout options, see *Application Figure 2.3-1 (Turbine Layout Option 1 – 244 turbines with maximum height of 499 feet)* and *Figure 2.3-2 (Turbine Layout Option 2 – 150 turbines with maximum height of 657 feet)*. The subsequent figures in the ASC illustrate the Micrositing Corridors.

adverse impacts of the Project proposal on the environment and on the broad interests of the public, including affected tribes, while still recognizing the need for abundant clean energy. The Council recommends requiring a reduced Project footprint to reduce impacts to wildlife, visual resources, and tribal cultural resources including sacred places. The identified mitigation measures result in a Project that is significantly reduced in scope and less prominently visible. With the recommended mitigation measures, the proposed Project meets the requirements of applicable law and comports with the policy and intent of Chapter 80.50 RCW.

II. Detailed Summary of the Application and the Council’s Review Process

A. Scout Clean Energy and the Horse Heaven Wind Farm

The Application: On February 8, 2021, Scout Clean Energy, LLC filed an Application for Site Certification to construct and operate the Horse Heaven Wind Farm, a renewable energy generation facility including wind and solar energy generation with battery energy storage systems and supporting facilities. Scout is a renewable energy company headquartered in Boulder, Colorado.

The Project: The Project’s Lease Boundary as proposed would encompass approximately 72,428 privately owned acres principally used for dryland wheat farming. The Facility would be in the Horse Heaven Hills area of unincorporated Benton County, Washington, approximately 4 miles south/southwest of Kennewick and the larger Tri-Cities urban area, along the Columbia River (the Site). The Application seeks authority to generate up to a Project total of 1,150 MW of energy through a combination of no more than 231 wind turbines and solar arrays that would generate no more than 800 MW, along with supporting BESS facilities.³ The wind turbines and supporting facilities would encompass an 11,850-acre Micrositing Corridor within the Project Lease Boundary; the Micrositing Corridor is approximately 25 miles in length and extends eastward from Benton City to Finley.⁴ The Solar Siting and BESS areas would encompass 10,755 acres of which 5,447 acres are proposed to be occupied by up to three solar arrays.

B. The Council and the Application Review Process

The Council is a Washington state agency established under RCW 80.50.010 to advise the Governor in deciding which proposed locations are appropriate for siting specified energy facilities, including alternative energy resource facilities that choose to apply for certification under RCW 80.50.060(1)(b). The Council’s mandate is to balance need for abundant energy at a reasonable cost with the broad interests of the public. RCW 80.50.010; see also Washington Administrative Code (WAC) 463-47-110.

³ The original Application (ASC) (filed February 8, 2021) sought authority to operate up to 244 wind turbines and up to three solar arrays. See [Original Application](#), Section 2.3 and Tables 2.1-1 and 2.3-1. Scout filed subsequent updates to the ASC. The [Final ASC](#) was received on September 25, 2023, which outlines the final requested scope of the proposal.

⁴ For an overview of the Project boundary and its overall layout options, see *Application Figure 2.3-1 (Turbine Layout Option 1 – 244 turbines with maximum height of 499 feet)* and *Figure 2.3-2 (Turbine Layout Option 2 – 150 turbines with maximum height of 657 feet)*. The subsequent figures in the ASC illustrate the Micrositing Corridors.

Council representatives participating in this proceeding are Kathleen Drew, Council Chair; Elizabeth Osborne, Department of Commerce (Commerce); Eli Levitt, Department of Ecology (Ecology); Mike Livingston, Department of Fish and Wildlife (WDFW); Lenny Young, Department of Natural Resources (DNR); Stacey Brewster, Washington Utilities and Transportation Commission (UTC); and Ed Brost, Benton County. Adam Torem, Administrative Law Judge, was retained by the Council to facilitate the adjudicative process.

The Council's review of the Project application for site certification consists of multiple separate and distinct procedural steps. A detailed summary of the activities associated with each step are listed below.

C. Informational Public Hearing

EFSEC must conduct a informational public hearing in the County of the proposed project not later than sixty days following the receipt of an application. RCW 80.50.090(1), WAC 463-26-025. This hearing shall consist of a presentation of the proposed project by the applicant, and the general public shall be afforded an opportunity to provide written or oral comments. WAC 463-26-025.

Consistent with this requirement, the Council conducted a informational public hearing on March 30, 2021. Due to restrictions around public gatherings associated with the COVID-19 pandemic, this meeting was not held locally, but virtually through a Microsoft Teams platform. Pursuant to RCW 80.50.090(1) and WAC 436-26-025, EFSEC staff and the Applicant gave presentations about the Project proposal and EFSEC application review process. The Counsel for the Environment was introduced and provided a description of the duties of this position. EFSEC provided public notice and invited the public to comment at this hearing.

The Council received a total of 33 oral comments during the informational public hearing and an additional 135 written comment letters. The comments included both support and opposition to the Project as well as concern that the Project proposal did not qualify for the expedited review⁵ process. Comments expressed concern for potential impacts to wildlife, tourism, viewshed, recreation, economy, native grassland and shrub-steppe habitat, property values and taxes, agriculture, aesthetics, and solid waste. In addition, comments on the EFSEC process, energy production and cost, perceived need for renewable energy sources, and dispatchable seasonal energy were received.

D. Land Use Consistency Hearing

Subsequent to the informational public hearing, EFSEC must conduct a land use consistency hearing pursuant to RCW 80.50.090(2) and WAC 463-26-050. The Council must then decide whether the proposed site is consistent and in compliance with local land use plans and zoning ordinances. RCW 80.50.090(2); see also WAC 463-26-110.

⁵ The Applicant requested expedited process in writing, pursuant to RCW 80.50.075(1), in the cover letter submitted with the initial application. Subsequently, the Applicant withdrew the request for expedited process in a [letter dated March 29, 2021](#).

The Council held a Land Use Consistency hearing virtually on March 30, 2021 to determine whether the Project’s use of the proposed site is consistent with local or regional land use plans and zoning ordinances in effect at the time the Application was submitted. RCW 80.50.090, WAC 463-14-030. Information was provided by both the Applicant and the County at this hearing. The Council allowed for but did not receive any testimony from members of the public. The Council determined the Project to be consistent with Benton County land use plans and zoning ordinances in effect as of February 8, 2021, the filing date of the application.⁶

E. Compliance with Chapter 80.50 RCW and State Environmental Policy Act

EFSEC must comply with the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, which requires consideration of probable adverse environmental impacts of governmental action and possible mitigation. EFSEC SEPA rules are set out in Chapter 463-47 WAC. The Council’s SEPA responsible official is the EFSEC Executive Director. WAC 463-47-051. Following initial review of the application materials, the responsible official issued a Determination of Significance and Scoping Notice on May 11, 2021. Subsequently, a Draft EIS was issued for a 45-day public comment period on December 19, 2022, and a public hearing was held on February 1, 2023. EFSEC received 2,496 public comment submissions on the Draft EIS, which were reviewed and considered for EFSEC’s preparation of the Final EIS document. The responsible official issued the Final EIS containing responses to comments on October 31, 2023.

The Final EIS provided a Project description and a discussion of the affected environment for each SEPA resource. This discussion is in Chapter 3 of the Final EIS. Project impacts for each SEPA resource are discussed in Chapter 4, and Cumulative impacts are discussed in Chapter 5 of the Final EIS.

All mitigation measures identified in the Final EIS for this draft SCA and the basis for implementation can be found at the end of each resource section in Chapter 4 of the Final EIS.

EFSEC’s environmental review in the Final EIS identified “significant unavoidable impacts” to multiple resources as described below. Mitigation measures were identified in the Final EIS to reduce impacts; however, certain impacts would remain significant even after the identified mitigation is imposed:

- Cultural Resources – Traditional Cultural Properties (TCPs): The presence of TCPs within and near to the Project Lease Boundary has been confirmed through coordination with affected tribes. As these TCPs have been identified throughout the Project Lease Boundary, they will be unavoidably impacted by the Project through physical encroachment, denial of tribal access to public lands, visual clutter, dust, noise, and other effects. The mitigation identified in the Final EIS to reduce these impacts is Cultural Resources-1, requiring that the Applicant and EFSEC continue engagement with affected tribes throughout the life of the Project to identify any measures that could effectively reduce impacts to TCPs.⁷

⁶ See [Council Order No. 883](#).

⁷ Final EIS Section 4.9, pages 4-323 – 4-325, 4-341, and 4-344 and Tables 4.9-10a, 4.9-10b, and 4.9-10c

- Visual Aspects – Wind Turbines: The wind turbines proposed in Turbine Option 1 and Turbine Option 2, as defined in the Final EIS, would dominate views from many Key Observation Points and the landscape would appear strongly altered for residents, commuters, and recreationalists. The Visual-1, Visual-2, and Visual-3 mitigation measures identified in the Final EIS require the Applicant to locate all turbines at least 0.5 miles from any non-participating residences, prohibit any advertising, antennas, or other piggybacking on turbines, and require that the turbines be cleaned whenever they accumulate staining or dirt.⁸
- Recreation – Paragliding and Hang-Gliding Safety: There are approximately 20 known launch sites for paragliders and hang gliders within and near the Project Lease Boundary. Recreational gliders launching from these sites during Project operation would bear the risk of potential collision with turbines or supporting infrastructure and the reduction in safe landing space in the event of an in-flight emergency. The wake zones created by turbines’ operation would also require additional caution from pilots when flying within areas approximately 3,000 feet downwind of the turbines. The Recreation-3 mitigation identified in the Final EIS requires the Applicant to coordinate with local and regional recreation groups in the development and maintenance of an adaptive safety management plan for recreational gliders.⁹

F. Tribal Engagement and Government-to-Government Consultation

RCW 80.50.060(8) requires EFSEC to provide early and meaningful participation and to gather input from federally recognized tribal governments that possess resources, rights, or interests reserved or protected by federal treaty, statute, or executive order in the area where an energy facility is proposed, including early and meaningful participation and input during the siting review process and in ongoing compliance monitoring of proposed energy facilities.

The chair and designated staff must offer to conduct government-to-government consultation to address issues of concern raised by such a tribe. The goal of the consultation process is to identify tribal resources or rights potentially affected by the proposed energy facility and to seek ways to avoid, minimize, or mitigate any adverse effects on tribal resources or rights. The Council is directed to propose resolutions to issues raised during consultation. This section provides details on the tribal engagement for the Project, pursuant to RCW 80.50.060(8).

EFSEC seeks to avoid, minimize, or mitigate adverse effects on tribal resources and rights and aims to implement methods for increased protection of tribal cultural resources, archaeological sites, and sacred sites during the energy facility siting process. EFSEC recognizes that the Project is located within the area that was historically occupied by the

- Confederated Tribes and Bands of the Yakama Nation (Yakama Nation),
- Confederated Tribes of the Umatilla Indian Reservation [Cayuse-Umatilla-Walla Walla] (CTUIR),
- Nez Perce Tribe (Nez Perce), and
- Wanapum Tribe.

⁸ Final EIS Section 4.11, pages 4-378 – 4-406 and Table 4.10-14b

⁹ Final EIS Section 4.12, pages 4-479 – 4-481 and Table 4.12-5b

Following receipt of the ASC and the Applicant's request for expedited processing per RCW 80.50.075(1) on February 8, 2021, EFSEC notified tribal nations throughout Washington state regarding receipt and processing of the ASC on February 17, 2021. Notices announcing the March 30, 2021 Informational Public Hearing and Land Use Hearing were issued to tribal nations on March 2 and 9, 2021. On April 29, 2021, EFSEC issued letters to tribal governments and nations across Washington State announcing an EIS would be prepared and that the Cultural Resource coordination with the Department of Archaeology & Historic Preservation (DAHP) had been initiated. The letter requested coordination with the tribal governments regarding cultural resources. The direct mailing of notices were sent to:

- Confederated Tribes and Bands of the Yakama Nation,
- Confederated Tribes of the Chehalis,
- Confederated Tribes of the Colville Reservation,
- Confederated Tribes of the Umatilla Indian Reservation,
- Cowlitz Indian Tribe,
- Hoh Indian Tribe,
- Jamestown S'Klallam Tribe,
- Kalispel Tribe,
- Lower Elwha Klallam Tribe,
- Lummi Nation,
- Makah Tribe,
- Marietta Band of the Nooksack Tribe,
- Muckleshoot Indian Tribe,
- Nez Perce Tribe,
- Nisqually Indian Tribe,
- Port Gamble S'Klallam Tribe,
- Puyallup Tribe,
- Quileute Nation,
- Quinault Indian Nation,
- Samish Indian Nation,
- Sauk-Suiattle Tribe,
- Shoalwater Bay Indian Tribe,
- Skokomish Indian Tribe,
- Snoqualmie Indian Tribe,
- Spokane Tribe,
- Squaxin Island Tribe,
- Stillaguamish Tribe of Indians,
- Suquamish Tribe,
- Swinomish Indian Tribal Community,
- Tulalip Tribes,
- Upper Skagit Tribe,
- Wanapum Tribe.

Following the May 11, 2021 SEPA Determination of Significance, scoping notices were issued May 27, 2021 to the same tribal nations that received notices for the informational public hearing and land use hearing. EFSEC received SEPA scoping comments from the Yakama Nation in a letter dated May 19, 2021¹⁰. EFSEC received scoping comments from the CTUIR in a letter dated June 10, 2021¹¹. EFSEC recognizes that government-to-government consultation, as envisioned in RCW 43.376, the 1989 Centennial Accord, and the 1999 Millennium Agreement, are distinct from the required regulatory public comment periods and staff-level engagement. During EFSEC's review of the application, the CTUIR and Yakama Nation requested formal consultation with EFSEC.

¹⁰ In their [May 19, 2021 letter](#), the Yakama Nation requested EFSEC consider energy production needs and impacts to Traditional Cultural Properties.

¹¹ In CTUIR's [June 10, 201 Scoping Comment letter](#), CTUIR indicated concerns for impacts to several resources, including but not limited to, visual, cultural and historic, wildlife, and vegetation.

The CTUIR requested formal consultation with EFSEC in a letter dated April 9, 2021¹². The CTUIR Cultural Resources Protection Program (CRRP) conducted research on the traditional uses associated with the Project area. The CTUIR provided an Executive Summary of the Traditional Use Study of the Project to EFSEC in June 2022. Impacts to native place names associated with ancient use and knowledge of the land and beliefs about the culture and nature of the world, historic properties of religious and cultural significance, potential for disturbance of sacred ancestral burials, loss of access to First Foods, adverse effects to wildlife, and the loss of storytelling sites were identified in the summary. The CTUIR notified EFSEC in a letter dated October 10, 2023 that the CTUIR “have come to a mutual agreement to mitigate the adverse effects the Project will have on cultural resources and historic property of religious and cultural significance to the CTUIR” with Horse Heaven Wind Farm, LLC (the Applicant). The CTUIR stated that their “concerns have been addressed for the proposed Project with respect to cultural resources and historic properties of religious and cultural significance to the CTUIR.” As the CTUIR indicated that their concerns had been independently addressed, no subsequent formal consultation occurred between EFSEC and the CTUIR.

During EFSEC’s preparation of the Project Draft EIS, Yakama Nation cultural resource program staff provided valued technical review and comment on the Affected Environment and Analysis of Potential Impact for the Historic and Cultural, Wildlife and Habitat, and Vegetation resources. This coordination and document review continued through the publication of the Final EIS on October 31, 2023. During technical coordination between EFSEC and Yakama Nation staff, the Yakama Nation requested formal consultation with EFSEC expressing concerns regarding the impacts and characterization of archaeological resources, impacts to historic properties of religious and cultural significance to Indian Tribes (commonly referred to as traditional cultural properties or places, or TCPs), and wildlife. EFSEC provided a formal letter from the EFSEC Chair to initiate formal consultation on January 5, 2023¹³. Consequently, EFSEC received an invitation from the Yakama Nation Council for the EFSEC Chair to attend the March 2023 Yakama Nation Council meeting. Attendance by the EFSEC Chair and staff at the Yakama Nation Council meeting constituted formal consultation and initiated a series of focused Project meetings between EFSEC staff, Yakama Nation staff, Yakama Nation legal counsel, and DAHP beginning in April 2023 and continuing into 2024.

The meetings focused on potential impacts to cultural resources and wildlife. Consultation and continued dialogue with the Yakama Nation provided an effective way to share information and better understand concerns and impacts related to TCPs. This coordinated effort informed the SEPA process and mitigation measures included in the Final EIS and draft SCA. Mitigation identified as Cultural Resources-1, or CR-1, as Traditional Cultural Properties Mitigation (see draft SCA Appendix 2). Cultural Resources-1 requires that the Applicant and EFSEC continue engagement with affected tribes throughout the life of the Project to identify any measures that could effectively reduce impacts to TCPs. The Yakama Nation staff also provided a confidential map of Project impacts to TCPs that were included under separate cover to the Council with the Final EIS, which was then considered by the Council during deliberations.

¹² [April 9, 2021 CTUIR Consultation Request Letter](#)

¹³ [January 5, 2023 Yakama Nation Consultation Letter](#)

The Yakama Nation petitioned for, and was granted, intervention status during the adjudicative proceedings. Information provided during that process was considered by the Council in development of the Adjudicative Order No. 892 and ultimately, in this recommendation.

Informed in part by this government-to-government consultation and tribal engagement, the Draft and Final EIS identified significant impacts to tribal cultural resources. In a letter dated January 25, 2023¹⁴, DAHP stated:

DAHP concurs that the proposed project will have significant direct and cumulative impacts on cultural resources, including Traditional Cultural Properties, archaeological sites, and the larger cultural and natural landscapes that hold these significant cultural, historic, sacred, and tribal places.

G. Adjudicative Proceeding

The Council's adjudicative process, as outlined in RCW 463-30, its participants and the Council's findings and conclusions regarding the contested issues are set out in detail in the Adjudicative Order, Order No. 892, Attachment 1 to this Recommendation. This Recommendation Order will generally cite, rather than restate, Adjudicative Order content. The Adjudicative Order, pursuant to RCW 34.05.461(4), confined its scope to the matters of record and did not consider the SEPA process.

As a result of confidential evidence presented by Yakama Nation elders and the Tribe's archaeologist in the adjudicative hearing, the Council learned that constructing the Horse Heaven Wind Farm would result in unavoidable negative impacts to Yakama Nation TCPs. The Council found in the adjudicative order that Scout's Project design does not sufficiently avoid or minimize impacts to Yakama Nation TCPs. Those impacts can be reduced by altering Project design in order to meet the directive in RCW 80.50.060(8) to seek ways to avoid, minimize, or mitigate any adverse effects on tribal resources.

In the Adjudicative Order, on the topic of wildlife impacts, the Council found that numerous environmental stressors, including loss of shrub-steppe habitat, are negatively influencing the ability of ferruginous hawks to persist in Washington State and that the Project, as proposed, would pose a new and significant threat to the ferruginous hawk. The Council also found that the Applicant had not offered sufficient assurance or identified sufficient mitigation measures to demonstrate the Project would produce only minimal adverse effects on the ferruginous hawk. The Council concluded that additional mitigation measures must be imposed on the Project to protect existing ferruginous hawk nests and habitat and also to minimize impacts on the ability of ferruginous hawks to return to certain areas of historic usage. The Council also found that pronghorn antelope travel through and forage within the Project boundary and that the Project's solar arrays will diminish and fragment pronghorn grazing habitat. However, there is insufficient research or data available to fully understand the potential impact of wind turbines on pronghorn antelope and their ability to make use of habitat in and around wind farms.

¹⁴ [January 25, 2023 DAHP Review Letter](#)

Based on public comments and testimony presented in the adjudication, the Council found that the Project, as proposed, would visually transform the region and, due to the location of wind turbines along ridgelines, be especially impactful on the communities of Benton City and the City of Kennewick due to an undesirable “skylining” effect. Tourists who come to Benton County to enjoy Eastern Washington’s wide-open spaces and unobstructed views would no longer be able to do so within sight of wind turbines or solar arrays. The Council finds the Project, as proposed, would negatively impact recreational opportunities currently enjoyed by local hang gliders and paragliders. The Council further found the Project would alter views previously enjoyed by hikers, bikers, and tourists visiting the region.

Although the Applicant complied with EFSEC’s established standard to prevent wind turbines from looming over residential structures neighboring the Project, the elimination of turbines from certain areas within the proposed micrositing corridor is needed to minimize the visual impact of the Project on the Tri-Cities region and on Yakama Nation TCPs.

Finally, the Council heard concerns from witnesses that it is not possible to use aerial firefighting to suppress wildland fires among and adjacent to wind turbines. Adjudication witnesses spoke particularly to the use of aerial fire suppression on the slope and ridgeline immediately to the north of and paralleling the Project area.

III. RCW 80.50.010 Standard for Recommendation

State law establishes policies that inform how the Council is to exercise its authority to develop a recommendation to the Governor on an application for site certification.

With regard to the need for clean energy facilities and the interests of the public, RCW 80.50.010 provides as follows:

It is the policy of the state of Washington to reduce dependence on fossil fuels by recognizing the need for clean energy in order to strengthen the state’s economy, meet the state’s greenhouse gas reduction obligations, and mitigate the significant near-term and long-term impacts from climate change while conducting a public process that is transparent and inclusive to all with particular attention to overburdened communities.

...

It is the policy of the state of Washington to recognize the pressing need for increased energy facilities, and to ensure through available and reasonable methods that the location and operation of all energy facilities . . . will produce minimal adverse effects on the environment, ecology of the land and its wildlife, and the ecology of state waters and their aquatic life.

It is the intent to seek courses of action that will balance the increasing demands for energy facility location and operation in conjunction with the broad interests of the public.

State policy mandates the development of power that satisfies renewable energy requirements. Washington's emissions reduction requirements include a statewide 45 percent reduction by 2030, 70 percent reduction by 2040, and 95 percent reduction by 2050. RCW 70A.45.020(1)(a)(ii)–(iv). The Climate Commitment Act contemplates that meeting Washington's climate goals will require coordinated, comprehensive, and multisectoral implementation of policies, programs, and laws. RCW 70A.65.005(2). Among the State's economic and climate policies is the Clean Energy Transformation Act (CETA), which requires all electric utilities serving retail customers in Washington to be greenhouse gas neutral by 2030. By 2045, utilities cannot use offsets anymore and must supply Washington customers with electricity that is 100 percent renewable or non-emitting. Amid this broader policy context, the Washington legislature recognizes in RCW 80.50.010 the need for clean energy and has directed the Council to encourage the development of clean energy sources and the provision of abundant clean energy at reasonable cost.

Another aspect of the need for clean energy facilities, regarding the economic viability of an applicant's Project and aspects of market demand, was resolved in *Residents Opposed to Kittitas Turbines v. EFSEC*, 165 Wn.2d 275, 197 P.3d 1153 (2008). Need in this regard is an applicant's business decision and is outside the scope of Council review.

In summary, in its recommendation to the Governor, the Council must carefully consider the evidence in the record and seek a balance between the need for clean energy at a reasonable cost and the need to ensure that the location of energy facilities will produce minimal adverse effects on the environment.

IV. Applying the Statutory Standard to the Information Presented

The Council has considered the application for site certification, the adjudicative record, the Final EIS, the public comments, government-to-government consultations with the Yakama Nation, and the agreement between the applicant and the Confederated Tribes of the Umatilla Indian Reservation. As a result of this review, the Council finds that the Project should be approved but with conditions, including the elimination of Project elements from the portions of the proposed Project area where the adverse impacts are highest. The Council is persuaded that the Project, as proposed, presents compounding impacts to a number of resources of concern, including, but not limited to: the ferruginous hawk, wildlife movement corridors, shrub-steppe habitat, noise, visual aesthetics, shadow flicker, archaeological and architectural resources, traditional cultural properties, and recreational opportunities.

As a starting point, the mitigation measures identified in the Final EIS should be required as conditions of approval for the reasons described in that document. The Final EIS anticipated and identified mitigation for impacts raised by public commenters, the adjudication witnesses, and the Yakama Nation.

In addition to the mitigation identified in the Final EIS, in order to minimize multiple, compounding impacts, the Council recommends that turbines be excluded from the sections of the wind micrositing corridor identified as "Class 3 Impact" in Figures 2-5 and 2-6 of the Final EIS.

The Council recommends excluding all such turbines and their associated sections of the wind micro-siting corridor from development. All Class 3 turbines are within 2 miles of a historically identified ferruginous hawk nest. The Council heard testimony and received evidence that 2-mile buffers around both active and historic nest sites are critical for ferruginous hawks, a state endangered species. The Council believes that prohibiting the siting of wind turbines in these areas would not only minimize habitat disruption and risk of turbine strikes for ferruginous hawks if they use or return to these nesting areas, but would also result in substantial decreases in Project impacts to Yakama Nation cultural resources, the Horse Heaven Hills viewshed, paragliding and hang gliding, and areas of greatest concern regarding possible obstruction to aerial firefighting. This recommended restriction on the placement of wind turbines is set forth in Spec-5 in the draft SCA. It replaces the Spec-5 mitigation measure from the Final EIS. In addition, and for the same reasons, the Council recommends prohibiting the siting of other primary Project components (specifically solar arrays and BESS) within 0.5 miles of a historically identified ferruginous hawk nest. The Spec-5 mitigation measure has been included within Appendix 2 of the draft SCA.

Impacts to vegetation and habitat were identified in the Final EIS. The Final EIS found proposed solar arrays to be the most impactful Project component affecting habitats of concern. Installation of solar arrays are anticipated to result in approximately 94 percent of the permanent impacts to these habitat types (see Table 4.6-4 of the Final EIS). The Final EIS identified mitigation includes compensatory mitigation and revegetation monitoring where impacts are not avoided as outlined in Veg-4 from Appendix 2 of the SCA. But in consideration of the additional information from the adjudication and government-to-government consultation, the Council concludes that a more protective approach to mitigation for these impacts is warranted. The Council recommends that a more protective condition be imposed, which is identified as Veg-10 in Appendix 2 of the SCA. This measure would prohibit the siting of any solar arrays on rabbitbrush shrubland or WDFW-designated Priority Habitats. Given the overall impacts of the Project on wildlife species of concern, the Council recommends avoidance as the most appropriate mitigation for Priority Habitat in the Project footprint.

Impacts to wildlife movement were also identified in the Final EIS. Project infrastructure, including solar array fencing, turbines, and linear features such as power lines were identified as creating barriers to movement for larger animals. Mitigation identified in the Final EIS, Hab-1, would require the creation of a Corridor Mitigation Plan for any Project components sited within movement corridors modeled as medium to very high linkage. However, again after a review of the entire record, including the adjudicative record, the Council has determined that additional restrictions are appropriate to further reduce impacts to wildlife movement through the Project. The Council therefore recommends modifying Hab-1 to prohibit the siting of any primary Project components (specifically wind turbines, solar arrays, and BESSs) in corridors modeled as medium to very high linkage and to prohibit the siting of any secondary Project components (i.e., roads, transmission lines, substations, MET¹⁵ and ADLS towers¹⁶, and laydown yards) in corridors modeled as high to very high linkage unless co-located with existing infrastructure, such as roads or transmission corridors. A Corridor Mitigation Plan would still be required for any secondary components sited in medium to very high linkage corridors. These changes will reduce Project

¹⁵ Meteorological Towers (MET)

¹⁶ Aircraft Detection Lighting System (ADLS towers)

impacts on modeled wildlife movement corridors and have been made following coordination with WDFW staff.

With the mitigation measures proposed in the Final EIS, conditions identified in the adjudicative order, and the foregoing additional conditions based on the Council's consideration of the public comments, adjudicative record, and government-to-government consultation, the Council finds that the Project conforms to the legislative intent expressed in RCW 80.50.010. Weighing the imperative to develop new sources of clean energy against the evidence of adverse project impacts, the Council finds it cannot recommend denial of the Project, but the majority of the Council concludes the most significant adverse effects of the Project, including the impacts to Yakama Nation TCPs, will be minimized through all reasonable and available methods.

V. Conclusion and Recommendation

On the basis of the entire Project record and with the conditions and modifications described in this report, the Council recommends that the Governor approve the Application and execute the draft Site Certification Agreement.

The record before the Council supports the decision to recommend approval of the Project, subject to the restrictions on Project infrastructure and the other mitigations and protective measures identified in this Recommendation. Including these elements in an SCA will, in the Council's judgment, minimize the adverse local impacts of the Project as much as is reasonable consistent with the balancing of policies described in RCW 80.50.010. They will not fully mitigate all adverse impacts, particularly impacts to landscape and other natural features in and around the Project site that the Yakama Nation has identified as having special cultural significance. However, the Council is persuaded that projects aimed at meaningfully mitigating climate change cannot be hidden from public view. Like all energy facilities, they will necessarily have impacts. The question is not whether all impacts must be avoided. They cannot be. Instead, the question is whether all reasonable measures have been required to mitigate and minimize them with the full understanding of the tradeoffs and benefits of the project. Most important is encouraging the development of abundant clean energy at a reasonable cost to meet the state's greenhouse gas reduction obligations and to mitigate the significant near-term and long-term impacts from climate change.

Signatures

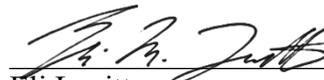
WASHINGTON ENERGY FACILITY
SITE EVALUATION COUNCIL



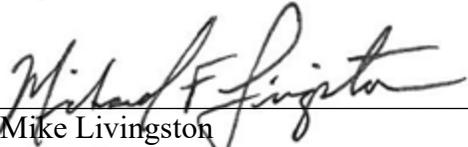
Kathleen Drew, Chair



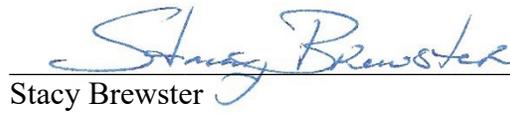
Elizabeth Osborne
Department of Commerce



Eli Levitt
Department of Ecology



Mike Livingston
Department of Fish and Wildlife



Stacy Brewster
Utilities and Transportation Commission

Statement from Department of Natural Resources Council Member Lenny Young: I cannot recommend or support approval of this Project because I believe the terms and conditions set forth in this Report and the draft SCA do not sufficiently reduce impacts to Yakama Nation Traditional Cultural Properties (TCPs). These impacts are characterized as “High” (magnitude), both “Short Term” and “Constant” (duration), “Unavoidable” (likelihood of impact), and “Regional” (spatial extent or setting of impact) in the Final Environmental Impact Statement

(FEIS) for the Project. The FEIS summarizes significant unavoidable adverse impacts to Yakama Nation TCPs as “significant for partial or complete loss of traditional cultural properties.”



Lenny Young
Department of Natural Resources

Statement of Benton County Council Member Ed Brost: This vote to approve the project is premature with several important issues yet to be clarified/defined.

Those issues include:

- 1) The number & type of wind turbines to be sited has not yet been determined or agreed to by the project developer and the Cities and County(ies) to be most impacted by the project. The much taller wind towers/ turbines should not be permitted due to the location of the project to nearby residences/communities and fire suppression responsibilities that have yet to be clarified and agreed to.
- 2) A power purchase/sales contract has not been finalized (e.g. in-state versus out of state purchase/use should be critical/determinative to a project permit/decision.
- 3) A decommissioning plan, including timeline and funding requirement has not been proposed or finalized.
- 4) The Governor’s recent decision/agreement to remove the Snake River dams/hydro projects and their much firmer/dependable renewable power supply is totally inconsistent with building unreliable and intermittent wind power. and
- 5) The potential negative impacts to Tri-Cities area tourism, recreation, hiking, wineries, etc. should also be evaluated and avoided.



Ed Brost
Benton County

Notice to Parties About Procedures for Administrative Relief: Administrative relief may be available through a petition for reconsideration, filed within 20 days of the service of the Orders within the Recommendation Package to the Governor. If any such petition for reconsideration is filed, the deadline for answers is 14 days after the date of service of each such petition. Since all Orders contained within the Recommendation Package to the Governor are integral components of the recommendation and served as a package to the parties, the Council requires any request(s) for reconsideration to be filed on the full Recommendation Package, and not on individual elements of the package. The formatting of the petitions shall be governed by WAC 463-30-120 and shall be limited to 50 pages.

Attachment 1: Final Adjudicative Order 892

Attachment 2: Index of Supporting Documentation

Attachment 3: File Name Abbreviations and Acronyms

Attachment 4: Certificate of Service

**SITE CERTIFICATION AGREEMENT
FOR THE HORSE HEAVEN WIND FARM**

between

THE STATE OF WASHINGTON

and

HORSE HEAVEN WIND FARM, LLC

This Site Certification Agreement (Agreement or SCA) is made pursuant to Revised Code of Washington (RCW) 80.50 by and between the State of Washington, acting by and through the Governor of Washington State, and Horse Heaven Wind Farm, LLC (Certificate Holder).

Horse Heaven Wind Farm, LLC and Scout Clean Energy LLC (Scout) filed, as permitted by law, an application with the Energy Facility Site Evaluation Council (EFSEC or Council) for site certification for the construction and operation of a wind energy, battery energy storage system, and solar powered generation facility, to be located in Benton County, Washington. The Council reviewed Application EF-210011 and recommended approval of the Revised Final Application dated September 25, 2023 and execution of a draft Site Certification Agreement by the Governor. On April 29, 2024, the Governor approved this Site Certification Agreement authorizing Horse Heaven Wind Farm, LLC to construct and operate the Horse Heaven Wind Farm Project (Project).

The parties hereby now desire to set forth all terms, conditions, and covenants in relation to such site certification in this Agreement pursuant to RCW 80.50.100(2).

ARTICLE I: SITE CERTIFICATION

A. Site Description

The Certificate Holder plans to construct and operate a renewable energy-generating facility with a combination of wind and solar facilities, as well as battery energy storage systems (BESS). The project components will predominantly be on leased land within the Horse Heaven Hills area in unincorporated Benton County approximately four miles south/southwest of city of Kennewick and the larger Tri-Cities urban area. The legal description is included in Appendix 3 to this Agreement.

B. Site Certification

The State of Washington hereby authorizes Horse Heaven Wind Farm, LLC (Certificate Holder) and any and all parent companies, and any and all assignees or successors approved by the Council, to construct and operate the Horse Heaven Wind Farm Project as described herein, subject to the terms and conditions set forth in Council's Report to the Governor, Recommendation on Application Docket No. EF-220011 (Appendix 1 to this Agreement), and this Site Certification Agreement (SCA).

The construction and operation authorized in this Agreement shall be located within the areas designated herein and in the Application for Site Certification (ASC) submitted by Horse Heaven Wind Farm, LLC on February 8, 2021, revised June 15, 2022, December 29, 2022, and finalized September 25, 2023, as restricted in the Project Description set forth in Article I.C.

This Agreement authorizes the Certificate Holder to construct the Horse Heaven Wind Farm Project such that commercial operation commences no later than ten (10) years from the effective date of this SCA, subject to possible extension by the Council if construction is underway and proceeding to timely completion. Project construction must start within ten years of the effective date of the SCA as defined in WAC 463-68-030 and 463-68-040.

If the Certificate Holder does not begin construction of the Project within five (5) years of the effective date of the SCA, then at least ninety days prior to the end of the five year period, the Certificate Holder must report to the Council its intention to continue and will certify that the representations in the SCA, environmental conditions, pertinent technology, and regulatory conditions have remained current and applicable, or identify any changes and propose appropriate revisions to the Agreement to address changes as required in WAC 463-68-060. Construction may begin only upon prior Council authorization and approval of such certifications per WAC 463-68-070. If the Certificate Holder does not begin construction of the Project within ten (10) years of the effective date of the SCA all rights under this SCA will cease. If commercial operations have not commenced within 10 years of the effective date of the SCA, the Agreement expires unless the Council approves an extension of the term of the Agreement as requested by the Certificate Holder (WAC 463-68-080).

Subject to the restrictions described in Article I.C, below, the Project will consist of a maximum nameplate energy generating capacity of up to 1,150 Megawatts (MW) output as alternating current (MWac) and will include: wind turbines, photo voltaic (PV) panels, single axis tracking

PV modules and inverters, an electrical collection system, BESS, underground communication lines, Project substations, operation and maintenance facilities, access roads, interior roads, security fencing, a collector substation, electrical interconnection infrastructure, meteorological towers, and control houses. The Project may include up to four Project substations.

C. Project Description

Consistent with the Report to the Governor, Recommendation on Application Docket No. EF-220011, the following restrictions are imposed on the facility as described in the final ASC dated September 25, 2023:

1. Turbines shall not be constructed within a 2-mile radius of ferruginous hawk nests documented in the Priority Habitat and Species (PHS) database at the time of construction; other primary Project components, specifically solar arrays and BESS, shall not be sited within 0.5 miles of a documented ferruginous hawk nest (see Appendix 2; Spec-5 Ferruginous Hawk for additional details),
2. Primary Project components shall not be constructed within movement corridors modeled as medium to very high linkage, and secondary Project components shall be located outside of corridors modeled as high to very high linkage unless co-located with existing infrastructure, such as roads or transmission corridors (see Appendix 2; Hab-1 Wildlife Movement Corridors for additional details), and
3. Solar arrays shall not be sited on any rabbitbrush shrubland or WDFW-designated Priority Habitat types (see Appendix 2; Veg-10 Shrubland and PHS Avoidance for additional details).

These restrictions, detailed in full in Appendix 2, substantially reduce the project footprint as described in the final ASC. The project authorized by this Agreement, is defined by applying the above restrictions to the project as described below.

The Project's Lease Boundary encompasses approximately 72,428 acres and is bisected by Interstate 82 (I-82) into a western project area and an eastern project area. The turbines and supporting facilities encompass an 11,850-acre Micrositing Corridor within the Project Lease Boundary. The Solar Siting Areas and supporting facilities encompass 10,755 acres, of which a maximum of 5,447 acres will be occupied by solar arrays totaling up to 800 MWac. The Maximum Extent of the Project is 72,428 acres. The Project will be accessed from I-82, State Route 221, State Route 397, County Well Road, Sellards Road, Webber Canyon Road, Locust Grove Road, and Plymouth Road.

The majority of the Project's Lease Boundary is privately owned; however, five Washington Department of Natural Resources (DNR) parcels that are in state trust lands are located within the lease boundary. Four of these parcels may contain turbines and supporting structures.

The Horse Heaven Wind Farm Project will consist of the following components:

1. *Micrositing Corridor*. The approximately 11,850-acre corridor in which turbines and supporting facilities shall be sited during the final design.

2. *Wind Turbine Generators (WTGs)*. The wind turbine model selection is dependent on the commercial availability and technology at the time of construction. The number of turbines will not exceed 222 and the maximum turbine height at blade tip will not exceed 671 feet. The impacts resulting from the final selected turbine model would not exceed those of the example models considered in the Final Environmental Impact Statement (EIS) and SCA.

3. *Solar Modules*. The solar modules, commonly known as solar panels, are electrical devices that use mono-crystalline, poly-crystalline, or CadTe cells to generate electricity by converting sunlight into Direct Current (DC) electrical energy.

4. *Solar Arrays*. A solar array is the complete power-generating unit, consisting of multiple solar modules, tracking systems, posts, and related electrical equipment. Solar arrays will occupy up to three distinct solar areas on no more than 5,447 acres surrounded by six-foot tall security fencing. The location of the solar arrays shall be selected from three proposed locations during the final design.

5. *Solar Siting Areas*. Solar Siting Areas consist of solar arrays, BESS, and substations.

6. *Tracking System*. The solar panels shall be mounted together into solar modules on a steel racking system which utilizes a single-axis tracking system (SAT).

7. *Posts*. The tracking system is secured by steel posts which serve as the foundation. The posts are driven into the ground to a depth of approximately eight to 15 feet depending on site specific soil conditions.

8. *Cabling*. Cables collect and aggregate DC electricity prior to conversion to AC and being sent to substations. Approximately 30,000 to 35,000 linear feet of low-voltage cabling will connect the solar modules of each string in series, and likely combined multiple strings to a single combiner box. Cabling from multiple combiner boxes connect single inverters to the collection system. Cabling is mounted to the tracking system, placed in cable trays, or buried.

9. *Inverters and Transformers*. The electricity produced by the solar panels is in direct current (DC) form and converted by an inverter into alternating current (AC). The electricity from the inverters will be routed to transformers that will increase the output voltage (660 volts per individual unit) to the collection system voltage (34.5 kV). The transformers may be co-located with the inverters or centrally located within the solar array.

10. *Electrical Collector Lines*. Underground collection lines will be installed to an approximate depth of 36 inches. Some collector lines will be installed on aboveground overhead structures when a buried cable is infeasible, such as a canyon crossing. Aboveground junction boxes will be installed as required for connections and splices for the collection lines, approximately every 5,000 to 8,000 feet.

11. *Fiber-optic Cables*. Fiber-optic cables used for telemetry, control, and communication purposes will be installed to an approximate depth of 36 inches in the same location as the collector lines.

12. *Facility Substation.* The Project includes up to four substations, of which two substations will be co-located with the Operations and Maintenance facilities. Three of the substation locations are within the western project area and one in the eastern project area. Each substation will permanently occupy a 4-acre site enclosed within a security wire mesh fence and will consist of substation transformers, circuit breakers, switching devices, auxiliary equipment, control enclosure (containing equipment for control, protection, monitoring, and communications), and other associated equipment and facilities.

13. *Operations and Maintenance Facilities.* The Project includes up to two Operations and Maintenance (O&M) facilities with one directly adjacent to the project's eastern substation and one located adjacent to the western step-up substation. Each O&M facility will occupy approximately four acres and will include a single or two-story building housing operating personnel, offices, operations and communication equipment, parts storage and maintenance activities, and a vehicle parking area. The O&M facilities will also include an outdoor storage area for larger equipment and materials. The O&M facilities will be entirely surrounded by security fencing.

14. *Civil Infrastructure.* Infrastructure will include access gates, internal access roads, and security fencing.

15. *Battery Energy Storage System.* The Project includes up to two AC-coupled battery energy storage systems (BESS) capable of storing and later deploying up to 300 MW of solar-generated electricity using lithium-ion batteries and supplying it back to the grid when needed. The BESS will be placed in equipment containers on a concrete slab. The equipment containers will hold the batteries, a supervisory and power management system, cooling system, and a fire detection system. The BESS enclosures will be secured with a fence.

16. *Meteorological Towers.* The Project includes up to four permanent unguyed meteorological towers (met towers) to obtain wind data for performance management during operations. The free-standing met towers will be located within the micrositing area with heights not to exceed the maximum hub height of the turbines (up to 411 feet). The permanent towers must be marked and lighted as specified by the Federal Aviation Administration (FAA).

17. *Aircraft Detection Lighting System.* The Certificate Holder will apply to the FAA for permission to install an Aircraft Detection Lighting System (ADLS). Up to five FAA-compliant ADLS radar sensor units and a supervisory control and data acquisition (SCADA) system and associated communications systems will be mounted on turbine nacelles with supporting systems mounted on meteorological towers.

18. *SCADA System and Communications System.* Safety and control mechanisms will be monitored using a SCADA system. Turbines, met towers, solar arrays, BESS, and substations will be connected to the SCADA system via fiber-optic cables for monitoring energy generation, storage, and electrical systems.

19. *Transmission Line.* The Project includes up to three single-circuit overhead transmission lines. Up to 0.5 miles of 230 kV to connect the eastern substation to the BPA Bofer Canyon Substation; up to 4.6 miles of 500 kV gen-tie from the Project's west substation to the BPA

Webber Canyon Substation; up to 0.35 miles of 500 kV gen-tie from the Project's west solar substation and switchyard at County Well Road to the BPA Webber Canyon substation; and up to 5.4 miles of 34.5 kV solar intertie connecting the Sellards Road solar array to the Project's west solar substation and switchyard at County Well Road. There is also an optional east-west inter-tie 230 kV single-circuit overhead transmission crossing Interstate 82.

20. *Temporary Laydown Yard.* Up to two temporary laydown yards in order to construct the Project are included. Two proposed laydown yards will be established within the Project Lease Boundary to facilitate the delivery and assembly of materials and equipment.

The location of Project facilities including, but not limited to, the wind turbines, solar panels, BESS, electrical collection and distribution system, electrical transformers, electrical generation tie lines, roadways, and other related infrastructure, is generally described in the final ASC, as modified by this Agreement. The final location of the wind turbines, solar panels and other project facilities within the Project Footprint may vary from the locations shown on the conceptual drawings provided in the ASC but shall be consistent with the conditions of this Agreement and in accordance with the final construction plans approved by EFSEC pursuant to Article IV.CC.

ARTICLE II: DEFINITIONS

Where used in this Site Certification Agreement, the following terms shall have the meaning set forth below:

1. "Application" or "ASC" means the Horse Heaven Wind Farm Final Application for Site Certification received on September 25, 2023 and revised layout changes received September 27, 2023.
2. "Approval" (by EFSEC) means an affirmative written decision by EFSEC or its authorized agents including those actions and consultations delegated to Council staff regarding documents, plans, designs, programs, or other similar requirements submitted pursuant to this Agreement.
3. "Begin Commercial Operation" or "Beginning of Commercial Operation" means the time when the Project begins generating and delivering electricity to the electric power grid, other than electricity that may be delivered as a part of testing and startup of the Project.
4. "BMPs" means Best Management Practices.
5. "BPA" means Bonneville Power Administration.
6. "Certificate Holder" means Horse Heaven Wind Farm, LLC, any and all parent company(s), or an assignee or successor in interest authorized by the Council.
7. "CFE" means the Counsel for the Environment serving by appointment pursuant to RCW 80.50.080.
8. "Completion of Construction" means the time when all Project facilities have been substantially constructed and are in operation.

9. "Construction" means any of the following activities: Project Site clearing, grading, earth moving, cutting or filling, excavation, preparation of roads and/or laydown areas, foundation construction including hole excavation, form work, rebar, excavation and pouring of concrete for the inverter pads and switchyard, or erection of any permanent, above-ground structures including any solar tracking assemblies, the transformer, transmission line poles, substation poles, or meteorological towers.
10. "County" means Benton County, Washington.
11. "DAHP" means the Washington State Department of Archaeology and Historic Preservation.
12. "DS" means the Determination of Significance issued on May 11, 2021 by EFSEC.
13. "DNR" means the Washington State Department of Natural Resources.
14. "Ecology" means the Washington State Department of Ecology.
15. "Effective date," for purposes of calculating deadlines under and expiration of this Agreement, means the date on which the Governor signs this Agreement, although the Agreement must also be signed by Horse Heaven Wind Farm, LLC to become binding.
16. "EFSEC" or "Council" means the State of Washington Energy Facility Site Evaluation Council, or such other agency or agencies of the State of Washington as may hereafter succeed to the powers of EFSEC for the purposes of this Agreement.
17. "EFSEC Costs" means any and all reasonable costs, both direct and indirect, actually incurred by EFSEC with respect to inspection and determination of compliance by the certificate holder with the terms of this Agreement.
18. "EIS" or "Final EIS" means the Horse Heaven Wind Farm Final Environmental Impact Statement issued by EFSEC on October 31, 2023.
19. "FAA" means the Federal Aviation Administration.
20. "Horse Heaven Wind Farm Project" or "Project" means those Horse Heaven Wind Farm Project facilities described Article I.C, including wind turbines, solar panels and their construction areas; electrical collection/interconnection and communication systems; electrical step-up and interconnection transformers; Battery Energy Storage System; access roadways; temporary construction-related facilities; substations; and other related Project facilities. The specific components of the Project are identified in Article I.C.
21. "Lease Boundary" means the total area leased by the Certificate Holder for the Horse Heaven Wind Farm Project.
22. "Micrositing" or "micro-siting" means the final technical and engineering process by which the Certificate Holder shall recommend to the Council the final location of project facilities on the Project Footprint.
23. "NPDES Permit" means National Pollutant Discharge Elimination System permit.
24. "Project", see definition for "Horse Heaven Wind Farm Project".

25. "Project Footprint" means the actual footprint of the Project as determined in accordance with Article I.C.
26. "PTAG" means Pre-operational Technical Advisory Group as described in Article IV.G.
27. "RCW" means the Revised Code of Washington.
28. "Site," or "Project Site," means the land on which the Horse Heaven Wind Farm Project is authorized to be constructed and operated, as determined under Article I.C.
29. "Site Certification Agreement," "SCA" or "Agreement" means this formal written agreement between the Certificate Holder and the State of Washington, including all attachments hereto and exhibits, modifications, amendments, and documents incorporated herein.
30. "State" or "state" means the State of Washington.
31. "Substantial Completion" means the Project is generating and delivering energy to the electric power grid.
32. "TAC" means Technical Advisory Committee as described in Article IV.G and Article V.B.
33. "WAC" means the Washington Administrative Code.
34. "WDFW" means the Washington Department of Fish and Wildlife.
35. "WSDOT" means the Washington State Department of Transportation.
36. "WTG" means wind turbine generator.

ARTICLE III: GENERAL CONDITIONS

A. Legal Relationship

This Agreement shall bind the Certificate Holder, and its successors in interest, and the State and any of its departments, agencies, divisions, bureaus, commissions, boards, and its political subdivisions, subject to all the terms and conditions set forth herein, as to the approval of, and all activities undertaken with respect to the Project or the Site. The Certificate Holder shall ensure that any activities undertaken with respect to the Project or the Project Footprint by its agents (including affiliates), contractors, and subcontractors comply with this Agreement and applicable provisions of Title 463 WAC. The term "affiliates" includes any other person or entity controlling, controlled by, or under common control of or with the Certificate Holder.

This Agreement, which includes those commitments made by the Certificate Holder in the ASC, mitigation requirements included in the Final Environmental Impact Statement issued October 31, 2023, and conditions identified by the EFSEC Council within the recommendation report to the governor issued on April 29, 2024, constitutes the whole and complete agreement between the State of Washington and the Certificate Holder, and supersedes any other negotiations, representations, or agreements, either written or oral.

B. Enforcement

1. This Agreement may be enforced by resort to all remedies available at law or in equity.
2. This Agreement may be suspended or revoked by EFSEC pursuant to RCW 34.05 and RCW 80.50, for failure by the Certificate Holder to comply with the terms and conditions of this Agreement, for violations of RCW 80.50 and the rules promulgated thereunder, or for violation of any applicable resolutions or orders of EFSEC.
3. When any enforcement action of the Council is required by or authorized in this Site Certification Agreement, the Council may, but shall not be legally obligated to, conduct a hearing pursuant to RCW 34.05.

C. Notices and Filings

Filing of any documents or notices required by this Agreement with EFSEC shall be deemed to have been duly made when delivery is made to EFSEC's offices at Energy Facility Site Evaluation Council, 621 Woodland Square Loop SE, Olympia, WA 985043, or to PO Box 43172, Olympia, WA 98504-3172.

Notices to be served by EFSEC on the Certificate Holder shall be deemed to have been duly made when deposited in first class mail, postage prepaid, addressed to the Certificate Holder at Horse Heaven Wind Farm, LLC, 1805 29th Street, Suite 2050, Boulder, CO 80301 c/o General Counsel, legal@scoutcleanenergy.com and dave@scoutcleanenergy.com.

D. Rights of Inspection

Throughout the duration of this Agreement, the Certificate Holder shall provide access to the Site, the Project structures, buildings and facilities, underground and overhead electrical lines, and all records relating to the construction and operation of the Project to EFSEC and its designated representatives and to EFSEC contractors in the performance of their official duties. Such duties include, but are not limited to, environmental monitoring as provided in this Agreement and monitoring and inspections to verify the Certificate Holder's compliance with this Agreement. EFSEC personnel or any designated representatives of EFSEC shall follow all worker safety requirements observed and enforced on the Project Site by the Certificate Holder and its contractors.

E. Retention of Records

The Certificate Holder shall retain such records as are necessary to demonstrate the Certificate Holder's compliance with this Agreement.

F. Consolidation of Plans and Submittals to EFSEC

Any plans required by this Agreement may be consolidated with other such plans if such consolidation is approved in advance by EFSEC. This Site Certification Agreement includes time periods for the Certificate Holder to provide certain plans and other information to EFSEC or its designees. The intent of these time periods is to provide sufficient time for EFSEC or its designees to review submittals without delay to the Project construction schedule, provided submittals made to EFSEC and/or its designees are complete.

G. Site Certification Agreement Compliance Monitoring and Costs

The Certificate Holder shall pay to the Council all EFSEC costs incurred during the construction and operation of the Project to assure compliance with the conditions of this Agreement, as required by RCW 80.50.071(2). The amount and manner of payment shall be prescribed by EFSEC pursuant to applicable procedures.

The Certificate Holder shall deposit with EFSEC a sum to guarantee payment of all EFSEC Costs as defined in Article II.16, consistent with RCW 80.50.071(2)(a), for the period commensurate with the activities of this Agreement.

H. Site Restoration

The Certificate Holder is responsible for site restoration pursuant to the Council's rules, WAC 463-72, in effect at the time of submittal of the Application.

The Certificate Holder shall develop an Initial Site Restoration Plan in accordance with the requirements set out in Article IV.R of this Agreement and submit it to EFSEC for approval. The Certificate Holder may not begin Site Preparation or Construction until the Council has approved the Initial Site Restoration Plan, and the required site restoration financial assurance.

The Certificate Holder shall submit a Detailed Site Restoration Plan to EFSEC for approval prior to decommissioning in accordance with the requirements of Article VIII.B of this Agreement.

I. EFSEC Liaison

No later than thirty (30) days from the effective date of this Agreement, the Certificate Holder shall designate a person to act as a liaison between EFSEC and the Certificate Holder.

J. Changes in Project Management Personnel

The Certificate Holder shall notify EFSEC of any change in the primary management personnel, or scope of responsibilities of such personnel, for the Project.

K. Amendment of Site Certification Agreement

1. This Agreement may be amended pursuant to EFSEC rules and procedures applicable at the time of the request for amendment. Any requests by the Certificate Holder for amendments to this Agreement shall be made in writing.
2. No change in ownership or control of the Project shall be effective without prior Council approval pursuant to EFSEC rules and procedures.
3. Repair, maintenance, and replacement of Project facilities:
 - a. The Certificate Holder is permitted, without any further amendment to this agreement, to repair and maintain Project Facilities described in Article I.C, consistent with the terms of this Agreement.

b. The Certificate Holder shall notify EFSEC of the replacement of any significant portion of the Project Facilities at least thirty (30) days prior to the replacement occurring.

4. In circumstances where the Project causes a significant adverse impact on the environment not previously analyzed or anticipated by this Agreement, or where such impacts are imminent, EFSEC shall take all steps it deems reasonably necessary, including imposition of specific conditions or requirements on the Certificate Holder as a consequence of such a situation in addition to the terms and conditions of this Agreement. Such additional conditions or requirements initially shall be effective for not more than ninety (90) days and may be extended once for an additional ninety (90) day period if deemed necessary by EFSEC to pursue ongoing, or continuing temporary, arrangements under other authority, including but not limited to RCW 34.05, RCW 80.50 RCW, or Title 463 WAC.

L. Order of Precedence

In the event of an inconsistency or apparent ambiguity in this Agreement, the inconsistency or ambiguity shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations;
2. Applicable State of Washington statutes and regulations;
3. The body of this Site Certification Agreement, including any other provision, term, or material incorporated herein by reference or otherwise attached to, or incorporated in, this Agreement;
4. The application of common sense to achieve a result consistent with law and the principles effected in this document.

M. Review and Approval Process; Exceptions

1. Except for the Initial and Final Site Restoration Plans, prior to any site work, the Council may delegate to the EFSEC Director authority to approve or deny the construction and operational plans required by this Agreement. The EFSEC Director shall ensure that the construction and operational plans have been sufficiently reviewed prior to approval.
2. The EFSEC Director may allow temporary exceptions from plan requirements or provisions of the SCA when such exceptions are not contrary to the purposes of the SCA, provided that a record is kept, and Council members are immediately notified. Any Council member may within seven (7) days of the notice put the item on a Council meeting agenda for review.

ARTICLE IV: PLANS, APPROVALS AND ACTIONS REQUIRED PRIOR TO CONSTRUCTION

A. Plan Submission Requirements

All identified plans and submissions must adhere to the requirements and obligations set forth in relevant regulations, this Agreement and the ASC.

Unless otherwise noted, all plans and submissions required prior to beginning site construction activities are required to be filed with EFSEC ninety (90) days prior the start of Construction. The Certificate Holder shall not begin Construction activities until all applicable elements of the required pre-construction plans or commitments outlined in this Agreement and the ASC are in place, and Council approval of required plans and authorization to begin construction has been obtained.

B. Notice of Federal, State, and Local Permit Approvals

The Certificate Holder shall notify the Council of all Federal, State, and Local permits, not preempted by RCW 80.50.110 and 120, that are required for construction and operation of the Project, if any, and the anticipated date of permit issuance to the Certificate Holder. The Certificate Holder shall notify the Council when all required permits have been obtained, no later than ten (10) business days after the permit has been issued. Construction shall only be initiated upon EFSEC determination that all applicable permits have been issued.

C. Mitigation Measures

During construction, operation, decommissioning, and site restoration of this Project, the Certificate Holder shall implement the conditions set forth in this Agreement, including, but not limited to, commitments presented in the ASC, mitigation measures identified in the final EIS, and conditions identified in the recommendation to the governor (see Appendix 2 for a full list).

No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall file with EFSEC a comprehensive list of these conditions, or at such time defined within the condition. For each of these mitigation measures, the Certificate Holder shall in the same filing further identify the construction plan and/or operation plan addressing the methodology for its achievement.

The specific plans and submittals listed in the remainder of this Article IV, and Articles V, VI, VII, and VIII, shall incorporate these mitigation measures as applicable. The mitigation measures included in the final EIS are presented in their entirety in Appendix 2 of this Agreement.

D. Construction Stormwater Pollution Prevention Plan

1. Notice of Intent. No later than 60 days prior to the beginning of Site Preparation the Certificate Holder shall file with EFSEC a Notice of Intent to be covered by a General National Pollutant Discharge Elimination System (NPDES) Permit for Stormwater Discharges Associated with Construction Activities.

2. Construction Stormwater Pollution Prevention Plan. No later than 60 days prior to the beginning of Site Preparation, the Certificate Holder shall submit to EFSEC a Construction Stormwater Pollution Prevention Plan (Construction SWPPP). The Construction SWPPP shall meet the requirements of the Ecology stormwater pollution prevention program (WAC 173-230), and the objectives and requirements in Special Condition S.9 of the *National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activities* issued by the Department of Ecology on January 1, 2021 or as revised. The Certificate Holder shall include measures for temporary erosion and sedimentation control in the Construction SWPPP as included in the Stormwater Management Manual for Eastern Washington.

The Construction SWPPP shall identify a regular inspection and maintenance schedule for all erosion control structures. The schedule shall include inspections after significant rainfall events. Any damaged structures shall be addressed immediately. Inspections, and subsequent erosion control structure corrections, shall be documented in writing and available for EFSEC's review on request (see Appendix 2; W-6 Wetland SWPPP).

E. Temporary Erosion and Sediment Control Plan.

The Certificate Holder shall develop a Temporary Erosion and Sediment Control (TESC) Plan. No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall submit the TESC Plan to the Council for approval and provide a copy to Ecology for comment. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the TESC Plan. As an alternative to submitting a separate TESC Plan, the Certificate Holder may include measures for temporary erosion and sedimentation control in the Construction SWPPP required in Article IV.D.2, above.

F. Spill Prevention, Control and Countermeasures Plan

The Certificate Holder shall develop a Spill Prevention, Control, and Countermeasures Plan (SPCCP) in the event that quantities of materials maintained on site are of sufficient quantity to qualify, consistent with the requirements of 40 CFR Part 112 and shall adhere to requirements identified in this agreement and the ASC including an employee training plan to include the use of spill response equipment, orientations identifying the location of hazardous materials, proper storage of hazardous materials, and location of spill response equipment to ensure that workers are competent in spill response (see Appendix 2; W-5 Employee Training).

The Construction SPCC Plan shall include the Project Footprint, and all access roads. The Certificate Holder shall require all contractors working on the facility to have a spill prevention and countermeasure program consistent with the above requirements. The Certificate Holder shall not begin Site Preparation prior to obtaining approval of the Construction SPCC Plan. All applicable elements of the Construction SPCC Plan shall be implemented prior to the beginning of Site Preparation.

Spill response equipment shall be stored in every project vehicle regularly accessing the site during construction, operation, and decommissioning (see Appendix 2; W-8 Spill Response Equipment). In addition, an oil pan shall be placed below heavy equipment when stored or not in use on site.

G. Pre-operational Technical Advisory Group

The Certificate Holder, in consultation with EFSEC, shall establish a Pre-operational Technical Advisory Group (PTAG) as defined by mitigation measure Hab-4 in Appendix 2. The PTAG shall be established at least one year prior to construction and is responsible for reviewing and providing technical advice on documents produced by the Certificate Holder related to wildlife and wildlife habitat. The PTAG shall also provide advice on adaptive management. The PTAG shall be responsible for, at a minimum:

1. Reviewing and providing technical advice on Project wildlife and habitat management plans (e.g. ferruginous hawk management plans).
2. Reviewing and providing advice to EFSEC on pre-design and pre-construction data collection requirements to address Project mitigation measures and conditions or management plans.
3. Reviewing and providing advice to EFSEC on the final Project design.
4. Advising on thresholds to be applied to the Project that would trigger the requirement for additional mitigation measures.

The PTAG shall cease to exist once the Certificate Holder has completed all planned construction and shall be replaced by the Technical Advisory Committee (TAC). The PTAG may include representation by WDFW, DNR, interested tribes, Benton County, and the USFWS. The PTAG may also include local interest groups, not-for-profit groups, and landowners. The exact composition of the PTAG will be determined through discussions between the Certificate Holder and EFSEC and will depend on the relevance and/or availability of proposed members.

The Certificate Holder shall contact the agencies and organizations identified through discussions with EFSEC requesting that they designate a representative to the PTAG, and that the agencies or organizations notify EFSEC in writing of their PTAG representative and of their member's term of representation.

The Certificate Holder shall submit to EFSEC for approval proposed Rules of Procedure describing how the PTAG shall operate, including but not limited to a schedule for meetings, a meeting procedure, a process for recording meeting discussions, a process for making and presenting timely PTAG recommendations to the Council, and other procedures that will assist the PTAG to function properly and efficiently. The Certificate Holder will provide a copy of the proposed Rules of Procedure at the first PTAG meeting for review and comment. Any modifications to the Rules of Procedure suggested by the PTAG must be approved by EFSEC prior to adoption.

The PTAG will provide advice on adaptive management and the development of the final Project layout and design as defined in the final EIS mitigation measures in Appendix 2 of this SCA. The mitigation measures may not be limited to those listed in Appendix 2 and the ultimate authority to require implementation of additional mitigation measures, including any recommended by the PTAG, shall reside with EFSEC.

H. Indirect Habitat Loss Management Plan

The Certificate Holder shall in coordination with the PTAG develop an Indirect Habitat Loss Management Plan (IHLMP) that addresses potential indirect habitat loss resulting from the Project (see Appendix 2; Hab-5 Indirect Habitat Loss Management Plan). Compensatory habitat mitigation must fully offset the loss of habitat function and value. The IHLMP must be provided to the PTAG for review 90 days prior to construction. Approval of the IHLMP shall reside with EFSEC.

The objectives of the IHLMP would be to identify a Project-specific Zone of Influence (ZOI) and required mitigation based on the Project-specific ZOI. The Project-specific ZOI would be developed based on Project conditions and may differ from the ZOI presented in the EIS. The IHLMP would include:

1. A description of the study's purpose and objectives.
2. A description of methods to define Project-specific ZOIs (e.g., gradient analysis, nest density).
3. A description of data requirements to establish Project-specific ZOIs and field programs that would be implemented (pre-construction and post-operation).
4. A description of the duration of studies required to establish Project-specific ZOIs.
5. A description of criteria to be used to compensate for loss of habitat function and value.
6. An environmental effectiveness monitoring strategy of compensatory habitat to ensure that the habitat meets success criteria.

The IHLMP would also include a series of compensatory site-selection criteria, developed in consultation with the PTAG. The selection criteria would be used to evaluate candidate habitat compensation habitats through one or more actions of land acquisition, on-site easements and restoration (excluding areas impacted by the Project such as temporary laydown areas), and/or fee-based mitigation (see Appendix 2; Hab-8 Indirect Habitat Loss Compensation). The development of conservation easements shall be prioritized. Habitats that achieve more of the criteria would be identified as the preferential sites. Selection criteria would include, at a minimum:

1. Proximity to the Lease Boundary (e.g., hierarchy of preferences with respect to location— within the Lease Boundary being the highest priority, adjacent to the Lease Boundary being the second highest priority, and off site being the third priority).
2. Protection of existing native shrub-steppe or grassland habitats.
3. Encompassing sensitive or important wildlife habitat (e.g., mapped movement corridors, ferruginous hawk core habitat, HCAs, areas of high prey abundance).
4. Proximity to Project infrastructure.

Fee-based mitigation to compensate for the remaining permanent and altered (indirect) impacts to purchase other lands suitable as in-kind and/or enhancement mitigation shall be provided to WDFW, or a third party identified by WDFW, and agreed to by EFSEC to purchase other lands suitable as in-kind and/or enhancement mitigation. The fee-based mitigation rationale, including a description of how much compensatory habitat would be addressed through conservation easements (see Option 1 of the ASC Draft Wildlife and Habitat Mitigation Plan mitigation strategy) and the rationale for why fee-based mitigation is required shall be submitted to EFSEC for review and approval (see Option 2 and 3 of the ASC Draft Wildlife and Habitat Mitigation Plan). Fee-based mitigation shall be determined by market rates and land sales within the general vicinity of the Lease Boundary for lands containing comparable habitat types and quality present within the Lease Boundary.

I. Total Financial Obligation

Fee-based mitigation will be determined and agreed to by EFSEC as a Total Financial Obligation (TFO) (see Appendix 2; Hab-8 Indirect Habitat Loss Compensation). The TFO will be determined by multiplying the cost per acre by the total Compensatory Mitigation Acres (CMA) remaining after the application of conservation easements as detailed in Option 1 of the ASC Draft Wildlife and Habitat Mitigation Plan mitigation strategy. A one-time 15% premium to cover administration and management costs for the purchased lands shall also be applied to the TFO. The TFO would be calculated based on the following: *Average Comparable Land Sale Cost (per acre)*(CMA-Option 1 Acres)*1.15 = TFO*

If construction has not begun within 12 months of the approval of the TFO, the TFO identified will expire and must be recalculated prior to beginning construction.

J. Wildlife and Habitat Management Plan

The Certificate Holder shall develop a Wildlife and Habitat Mitigation Plan, in consultation with EFSEC and WDFW (see Appendix 2; Hab-8 Indirect Habitat Loss Compensation).

1. The Plan shall specify the Certificate Holder's plan for meeting Compensatory Mitigation Obligations. The Certificate Holder's Compensatory Mitigation Obligations will be met through the mechanisms identified in the final EIS and associated staff memos.
2. Pre-construction Project layout drawings will show expected permanent and temporary land disturbances.
3. The Plan shall include a process to determine the actual impacts to habitat following the completion of construction. In the event that actual impacts to habitat exceed the expected impacts determined prior to construction, the Habitat Mitigation Plan will include a mechanism for the Certificate Holder to provide supplemental compensatory mitigation (Supplemental Mitigation). In the event of such determination, WDFW shall provide evidence of such exceedance of impacts. Supplemental Mitigation, if any, would be proportional to impacts and may take the form of additional on-site habitat enhancement or the payment of an additional fee equivalent to the value of permanently disturbed project acres to WDFW in lieu of mitigation. Any supplemental mitigation

would be established in coordination with WDFW and reviewed and approved by the Council prior to implementation.

K. Raptor Nest Monitoring and Management Plan

Wind turbine buffer zones shall be established around all known raptor nests and be a minimum of 0.25 miles. The Certificate Holder shall prepare a Raptor Nest Monitoring and Management Plan for review by EFSEC and the Pre-operational Technical Advisory Group (PTAG) if buffer zones cannot be maintained (see Appendix 2; Wild-8 Turbine Buffer Zones).

L. Species Specific Mitigation Plans

Striped Whipsnake & Sagebrush Lizard: The Certificate Holder must conduct pre-construction surveys for the striped whipsnake and sagebrush lizard prior to alteration or destruction of suitable habitat (see Appendix 2; Spec-1 Striped Whipsnake & Sagebrush Lizard). WDFW shall be contacted prior to undertaking these surveys. If these species are identified through pre-construction surveys, the Certificate Holder shall prepare a Reptile Management Plan to reduce potential impacts on habitat, mortality, and barriers to movement for review by the PTAG and approved by EFSEC prior to implementation.

Burrowing Owl: The Certificate Holder shall conduct burrowing owl surveys within areas of direct loss (permanent, temporary, and modified) and associated Zones of Influence (ZOI). The results of these surveys would be provided to the PTAG and EFSEC and used to inform the final Project layout. If active burrows are identified within the Lease Boundary, the Certificate Holder shall develop a Burrowing Owl Management Plan for review by the PTAG and approved by EFSEC prior to implementation per Appendix 2; Spec-4 Burrowing Owl.

Ferruginous Hawk: The Certificate Holder shall not site any wind turbines within core habitat in ferruginous hawk territories, defined as the area within a 2-mile radius surrounding ferruginous hawk nests in the WDFW Priority Habitats and Species (PHS) data at the time of SCA execution and any nests added to the PHS data between SCA execution and the time of construction. Other primary Project components, specifically solar arrays and BESS, shall not be sited within 0.5 miles of a documented ferruginous hawk nest. Siting of solar arrays or BESS within 0.5-2 miles of a known ferruginous hawk nest or secondary project components (i.e., roads, transmission lines, substations, etc.) within 2 miles of a documented ferruginous hawk nest may be considered if the Certificate Holder is able to demonstrate all of the following:

1. The nest site is no longer available,
2. Foraging habitat is no longer viable to the species, and
3. Compensation habitat would provide a net gain in ferruginous hawk habitat.

Any Project infrastructure to be sited within two miles of a ferruginous hawk nest will require prior consultation with the PTAG and approval by EFSEC and will require a project specific Ferruginous Hawk Mitigation and Management Plan (see Appendix 2; Spec-5 Ferruginous Hawk). Results of ferruginous hawk monitoring programs and adaptive management would continue through Project operation and decommissioning with review by the TAC and approval by EFSEC.

M. Revegetation and Noxious Weed Management Plan

The Certificate Holder shall develop a Revegetation and Noxious Weed Management Plan, in consultation with EFSEC staff, WDFW, and Ecology.

1. The Plan must address vegetation management activities related to Project construction and operation.
2. The Certificate Holder shall develop the Plan to require all temporarily disturbed areas to be reseeded with an appropriate native seed mix selected in coordination with WDFW.
3. In consultation with WDFW, the Plan shall include a restoration schedule that identifies timing windows during which restoration should take place, and an overall timeline for when all restoration activities will be completed.
4. The Plan shall also include benchmarks and a timeline for revegetation success, and a plan for monitoring revegetation to ensure success.
5. This plan must address the requirements set forth in BCC 15.08.220 and WAC 463-60-332(3).
6. The Plan must specify methods that will be implemented for effective noxious weed control and revegetation.
7. The plan must identify mowing schedule for vegetation maintenance and must be restricted March 15 to May 15 and limited to the extent practicable from February 1 to March 15 and May 15 to September 30.

N. Corridor Mitigation Plan

The Certificate Holder shall develop a Corridor Mitigation Plan for any secondary Project components, as defined in Hab-1, to be sited within medium to very high linkage movement corridors, in consultation with the PTAG and reviewed and approved by EFSEC. The plan shall provide rationale for siting components within wildlife movement corridors as detailed in Appendix 2; Hab-1 Wildlife Movement Corridors. Results of corridor monitoring shall be reviewed annually with the TAC to evaluate the effectiveness and apply additional measures if necessary.

O. Livestock Management Plan

The Certificate Holder shall prepare a Livestock Management Plan with property owners and livestock owners to control the movement of animals within the Lease Boundary during construction, operation and decommissioning (see Appendix 2; LSU-1 Livestock Management Plan).

P. Dryland Farming Management Plan

The Certificate Holder shall prepare a Dryland Farming Management Plan for construction, operation, and decommissioning that outline communication requirements between the Certificate Holder and the landowners. The plan would establish work windows that would allow farmers uninterrupted access to their fields for dryland wheat planting and harvesting (see Appendix 2; LSU-2 Dryland Farming Management Plan).

Q. Adaptive Safety Management Plan

To mitigate the loss of safe recreation, use for recreation enthusiasts, the Certificate Holder shall coordinate with local and regional (when appropriate) recreation groups (e.g., the Northwest Paragliding Club, the Tri-City Bicycle Club) to develop and maintain an Adaptive Safety Management Plan to continue access to recreation activities in the Project area while keeping recreation enthusiasts safe (see Appendix 2; R-3 Recreation Safety Management Plan).

R. Initial Site Restoration Plan

The Certificate Holder is responsible for Project decommissioning and site restoration pursuant to Council rules. The Certificate Holder shall develop an Initial Site Restoration Plan at least 90 days prior to the beginning of site preparation in consultation with EFSEC staff pursuant to the requirements of WAC 463-72-040 in effect on the date of Application. The objective of the Plan shall be to restore the Project Site to approximate pre-Project condition or better (see Appendix 2; LSU-5 Site Restoration Plan. Refer also to Veg-7 Detailed Site Restoration Plan, Hab-1 Wildlife Movement Corridors, Hab-8 Indirect Habitat Loss Compensation, Spec-5 Ferruginous Hawk, Spec-9 Ring-necked Pheasant, and Spec-12 Townsend's Ground Squirrel for additional habitat and species-specific restoration requirements).

The Initial Site Restoration Plan shall be prepared in detail commensurate with the time until site restoration is to begin. The scope of proposed monitoring shall be addressed in the Initial Site Restoration Plan pursuant to the requirements of WAC 463-72-020.

The Plan shall include the following elements:

1. A detailed engineering estimate of the costs of the Certificate Holder or Transferee hiring a third party to carry out Site Restoration. A third party is a party who is neither a parent nor a subsidiary of the Certificate Holder. The estimate may not be reduced for "net present value" and may not include any salvage value that may be realized from the sale of facility structures or equipment, property interests, or other assets associated with the facility at the time of decommissioning and Site Restoration.
2. Decommissioning Timing and Scope, as required by Article VIII.D of this Agreement.
3. Decommissioning Funding and Surety, as required by Article VIII.Q of this Agreement.
4. Mitigation measures described in the final EIS, the Revised Final Application, and this Agreement.
5. A plan that addresses both the possibility that site restoration will occur prior to, or at the end of, the useful life of the Project and also the possibility of the Project being suspended or terminated during construction.
6. A description of the assumptions underlying the plan. For example, the plan should explain the anticipated useful life of the Project, the anticipated time frame of site restoration, and the anticipated future use of the Project Site.

7. An initial plan for demolishing facilities, salvaging equipment, and disposing of waste materials.
8. Performing an on-site audit and preparing an initial plan for disposing of hazardous materials (if any) present on the site and remediation of hazardous contamination (if any) at the site. In particular, if the Certificate Holder constructs the Project with solar panels incorporating hazardous materials, such as Cadmium Telluride, then the Certificate Holder shall use appropriate precautions during decommissioning and removal of the solar panels to safely dispose of and to avoid, and, if necessary, remediate any soil contamination resulting from the panels' hazardous materials.
9. An initial plan for restoring the Project Site, including the removal of structures and foundations to four feet below grade and the restoration of disturbed soils.
10. Provisions for preservation or removal of Project facilities if the Project is suspended or terminated during construction.

S. Construction Traffic Control Plan

The Certificate Holder shall develop a Construction Traffic Control Plan, in consultation with EFSEC, the Benton County Public Works Department, and WSDOT.

1. The Traffic Control Plan must address traffic management during improvement of highway access.
2. The plan must contain measures to facilitate safe movement of vehicles in the vicinity of the construction zone and be in accordance with 23 CFR Part 655, Subpart F.

T. Cultural and Archaeological Resources Unanticipated Discovery Plan

With the assistance of an experienced archaeologist, and in consultation with EFSEC, Department of Archaeology and Historic Preservation (DAHP), and any concerned Tribes, the Certificate Holder shall develop a Cultural and Archaeological Resources Unanticipated Discovery Plan for monitoring construction activities and responding to the discovery of archaeological resources or buried human remains.

1. Prior to construction, the Certificate Holder shall obtain any necessary DAHP permits and perform any additional necessary archaeological work in order to comply with RCW 27.53.
2. The recommended mitigation measures included in Appendix 2; Table CR-2 Summary of Recommendations for Archaeological and Architectural Resource Mitigation shall be used in development of mitigation strategies.
3. The Certificate Holder shall obtain all necessary DAHP permits and perform all necessary archaeological work in order to comply with RCW 27.53 prior to disturbing the site.

4. The Certificate Holder shall provide copies of the draft Cultural and Archaeological Resources Unanticipated Discovery Plan for comment from the Yakama Nation and other potentially affected tribes prior to EFSEC approval.

5. The Cultural and Archaeological Resources Unanticipated Discovery Plan shall include, but not be limited to, the following:

- a. A copy of the final construction and micro-siting plans for the Project and shall provide for the avoidance of archaeological sites where practical.
- b. For sites to be avoided, the boundaries of identified cultural resources and buffer zones located within project boundaries shall be staked in the field and flagged as no-disturbance areas to avoid inadvertent disturbance during construction. These site markings will be removed following construction.
- c. The Plan shall address alternative mitigation measures developed in coordination with DAHP and affected tribes to be implemented if it is not practical to avoid archaeological sites or isolates.
- d. The Plan shall address the possibility of the unanticipated discovery of archaeological artifacts during construction.
- e. If any archaeological artifacts, including but not limited to human remains, are observed during construction, then disturbance and/or excavation in that area will cease, and the Certificate Holder shall notify DAHP, EFSEC, and any affected Tribes and, in the case of human remains, the County Coroner or Medical Examiner.
 - i. At that time, appropriate treatment and mitigation measures shall be developed in coordination with the agencies and tribes cited above and implemented following approval by EFSEC.
 - ii. The Certificate Holder Shall develop a Cultural and Archaeological Resources Monitoring and Mitigation Plan in coordination with the Yakama Nation, other effected Tribes, and DAHP and submit the plan for EFSEC for final approval.
 - iii. If Project facilities cannot be moved or re-routed to avoid the resources, the Certificate Holder shall contact EFSEC and DAHP for further guidance, which may require the implementation of a treatment plan. If a treatment plan is required, it shall be developed in consultation with DAHP and any affected Tribes.

Mitigation measures are intended to minimize impacts on historic and cultural resources with elevated sensitivity (precontact archaeological resources, National Register of Historic Places (NRHP)-eligible historic-period archaeological resources, TCPs, and unidentified historic and cultural resources), primarily through avoidance. If avoidance is not possible, the mitigation clarifies which resources would require a DAHP permit prior to disturbance. Mitigation

measures also identify instances where engagement with DAHP, Tribes, and/or landowners would be required.

U. Construction Emergency Response Plan

The Certificate Holder shall prepare and submit a Construction Emergency Response Plan.

1. The Certificate Holder shall coordinate development and implementation of the Plan with applicable local and state emergency services providers.
2. The Certificate Holder shall retain qualified contractors familiar with the general construction techniques and practices to be used for the Project and its related support facilities.
3. The construction specifications shall require contractors to implement a safety program that includes an Emergency Plan.
4. The Construction Emergency Response Plan shall include consideration of the items identified in Appendix P of the ASC.

V. Construction Fire Control Plan

The Certificate Holder shall develop and implement a Construction Fire Control Plan in coordination with state and local agencies to minimize the risk of accidental fire during construction and to ensure effective response to any fire that does occur on the Project Footprint at any time. The Certificate Holder shall submit the Construction Fire Control Plan to EFSEC for review and approval at least ninety (90) days prior to Construction and provide a copy to Benton County Fire Districts #1 and #5. The Certificate Holder shall not begin Construction prior to obtaining EFSEC approval of the Construction Fire Control Plan.

W. Construction Health and Safety Plan

The Certificate Holder shall develop and implement a Construction Health and Safety Plan in consultation with local and state organizations providing emergency response services to ensure timely response in the event of an emergency.

X. Construction Site Security Plan

The Certificate Holder shall develop and implement a Construction Site Security Plan in consultation with local and state organizations providing emergency response services.

Y. Utilities

1. The Certificate Holder Shall identify the source of potable water for use during project operations and provide to EFSEC confirmation of availability of water via a drinking well permit or some other agreed upon mechanism for supply of potable water.
2. The Certificate Holder Shall provide certification of water availability for process waters used for site construction to include all Project actions, including vegetation management and solar panel washing.

Z. Soil Destabilization Notification and Fugitive Dust Control

The Certificate Holder must notify EFSEC of its intent to begin construction at least 90 days prior to commencing construction. This notification is referred to as a Proof of Contact: Soil Destabilization Notification (see Appendix 2; A-2 Speed Limit). The Certificate Holder shall implement appropriate mitigation measures to control fugitive dust from roads and construction activities. The Certificate Holder shall use water or a water-based, environmentally safe dust palliative such as lignin, for dust control on unpaved roads during Project construction. The Certificate Holder shall not use calcium chloride for dust suppression.

AA. Construction Management Plan

The Certificate Holder shall, with the assistance of Council staff, develop a detailed Construction Management Plan in consultation with affected state and local agencies.

1. The Plan shall address the Construction phases for the Project and shall be generally based on the mitigation measures contained in this Agreement and the ASC.
2. The plan shall identify the construction management protocols used to address the mitigation measures contained in this Agreement and the ASC.

BB. Construction Schedule

No later than thirty (30) days prior to the beginning of Construction, the Certificate Holder shall submit to EFSEC an overall construction schedule. Thereafter, the Certificate Holder shall notify EFSEC of any significant changes in the construction schedule.

CC. Construction Plans and Specifications

The Certificate Holder shall submit to EFSEC those construction plans, specifications, drawings, and design documents that demonstrate the Project design will be in compliance with the conditions of this Agreement.

1. The Certificate Holder shall also provide copies to WDFW, Ecology, DAHP, and other agencies as EFSEC may direct, for comment.
2. The plans shall include the overall Project site plans, equipment, and material specifications.
3. The construction plans and specifications shall be in compliance with Benton County construction and building codes.
4. The plans shall identify any items relevant to the mitigation measures contained in this Agreement, the final EIS, and the ASC.
5. The Certificate Holder shall consult with emergency services suppliers prior to preparing final road construction plans, to ensure that interior all-weather access roads are sufficient to provide reliable access by emergency vehicles.
6. In its final design for construction, the Certificate Holder shall maximize the use of existing roads and pathways and minimize the construction of new roads as much as reasonable and practical to minimize disturbance of existing habitat. The final design

shall be subject to approval by EFSEC as part of the overall construction plans and specifications.

DD. Federal Aviation Administration Review

1. No later than thirty (30) days prior to the beginning of Construction, the Certificate Holder shall provide to EFSEC copies of the Determination of Non-Hazard certificates issued by the Federal Aviation Administration (FAA).

2. In accordance with RCW 70A.550.020, Laws of 2023, ch. 334, § 2, the Certificate Holder shall apply to the FAA for approval to install an aircraft detection lighting system (ADLS). There is the potential for additional impacts or permitting considerations associated with this installation. If approved by the FAA, EFSEC shall review the proposed ADLS system prior to installation to determine whether any additional permits and conditions are required. Any identified additional permits and conditions would be subject to review and approval by the Council.

ARTICLE V: PROJECT CONSTRUCTION

A. Environmental Monitoring During Construction

1. Environmental Monitor (EM). EFSEC shall provide on-site environmental monitoring for the construction phase of the Project, at the Certificate Holder's cost. The EM shall be an independent, qualified engineering firm (or a person) selected by EFSEC and shall report directly to EFSEC.

2. Environmental Compliance Program for Construction Activities. The Certificate Holder shall identify and develop an Environmental Compliance Program in consultation with the EM and other EFSEC designees.

a. The Environmental Compliance Program shall cover avoidance of sensitive areas during construction, waste handling and storage, stormwater management, spill prevention and control, habitat restoration efforts begun during the construction phase of the Project, and other mitigation measures required by this Agreement, the final EIS, and the ASC.

b. The Environmental Compliance program shall develop inspection criteria used to ensure relevant mitigation commitments, approved plans, and program avoidance activities are adhered to. Inspection criteria shall include inspection checklist items, "stop work" criteria, and procedures for responding to stop work notices and program deficiencies. The Certificate Holder shall implement the program to ensure that construction activities meet the conditions, limits, and specifications set out in the Site Certification Agreement, all Attachments thereto, and all other applicable state and federal environmental regulations.

3. Copies of Plans and Permits Kept on Site. A copy of the Site Certification Agreement, Plans approved by the Council or its designees, and all applicable construction permits shall be kept at the Project Site. The lead Project construction personnel and construction project managers will be required to read, follow, and be responsible for all required compliance activities.

4. Environmental Violations and Stop-Work Orders. Upon identification of an environmental noncompliance issue, the EM will work with the responsible subcontractor or direct-hire workers to correct the violation. If non-compliance is not corrected in a reasonable period of time, the EM shall request that EFSEC issue a “stop-work” order for that portion of the work not in compliance with Project environmental requirements. EFSEC will promptly notify the EM of any “stop work” orders that have been issued. Failure to correct a violation at the request of the EM may be considered by EFSEC in exercising its authority under RCW 80.50.155 to issue penalties to persons who violate the SCA or an EFSEC-issued permit.

B. Technical Advisory Committee

The Certificate Holder, in consultation with EFSEC, shall establish a Technical Advisory Committee (TAC) as defined in Appendix 2; Hab-4 Establish PTAG and TAC. The TAC shall be established prior to Project operation and will replace the PTAG. The TAC shall exist for the life of the Project and will be responsible for, at a minimum:

1. Advising on the monitoring of mitigation effectiveness and reviewing monitoring reports.
2. Advising on additional or new mitigation measures that would be implemented by the Certificate Holder to address exceedances of thresholds.
3. Reviewing the results of annual data generated from surveys and incidental observations and providing recommendations for alternative mitigation and adaptive management strategies, as well as advising on aspects of existing mitigation that are no longer needed.
4. The TAC may include representation by WDFW, DNR, interested tribes, Benton County, and the USFWS. The exact composition of the TAC will be determined through discussions between the Certificate Holder and EFSEC and will depend on the relevance and/or availability of proposed members.

No later than ninety (90) days prior to the beginning of Commercial Operation, the Certificate Holder shall contact the agencies and organizations listed above requesting that they designate a representative to the TAC, and that the agencies or organizations notify EFSEC in writing of their TAC representative and of their member’s term of representation. No later than sixty (60) days prior to the beginning of Commercial Operation, the Certificate Holder shall convene the first meeting of the TAC.

No later than sixty (60) days after the beginning of Commercial Operation, the Certificate Holder shall submit to EFSEC proposed Rules of Procedure describing how the TAC shall operate, including but not limited to a schedule for meetings, a meeting procedure, a process for recording meeting discussions, a process for making and presenting timely TAC

recommendations to the Council, and other procedures that will assist the TAC to function properly and efficiently. The Certificate Holder will provide a copy of the proposed Rules of Procedure at the first TAC meeting for review and comment. The TAC may suggest plan modifications; any such modifications must be approved by EFSEC.

The TAC will be convened for the life of the Project, except that EFSEC may terminate the TAC if:

1. The TAC has ceased to meet due to member attrition; or,
2. The TAC determines that all of the pre-permitting, operational and post-operational monitoring has been completed and further monitoring is not necessary; or
3. The TAC members recommend that it be terminated. If the TAC is terminated or dissolved, EFSEC may reconvene and reconstitute the TAC at its discretion.

The TAC will provide advice on adaptive management and the development of any additional mitigation measures beyond those listed in Appendix 2 of this SCA. The ultimate authority to require implementation of additional mitigation measures, including any recommended by the TAC shall reside with EFSEC.

C. Quarterly Construction Reports

The Certificate Holder shall submit quarterly construction progress reports to EFSEC no later than thirty (30) days after the end of each calendar quarter following the start of construction. Such reports shall describe the status of construction and identify any changes in the construction schedule.

D. Construction Inspection

EFSEC shall provide plan review and inspection of construction for all Project structures, underground and overhead electrical lines, and other Project facilities to ensure compliance with this Agreement. Construction shall be in accordance with the approved design and construction plans, and other relevant regulations. EFSEC may contract with Benton County, another appropriate agency, or an independent firm to provide these services.

E. As-Built Drawings

The Certificate Holder must provide an as-built report documenting the amount of temporary and permanent disturbance associated with the Project within 60 days of completion of construction. The Certificate Holder shall maintain a complete set of as-built drawings on file for the life of the Project and shall allow the Council or its designated representative access to the drawings on request following reasonable notice.

F. Habitat, Vegetation, Fish and Wildlife

The Certificate Holder shall use construction techniques and BMPs to minimize potential impacts to habitat and wildlife. In particular, construction of the Project shall be performed in accordance with mitigation items identified in the final EIS and Section 3.4 of the ASC.

Construction shall avoid removing or disturbing trees within the Project Lease Boundary, including any disturbance within the drip-line of the tree (including topping of the tree). Tree avoidance areas should be delineated using snow fencing or similar measures. Tree disturbance and removal of trees must have EFSEC prior approval including approval of a tree mitigation plan (see Appendix 2; Veg-1 Tree Avoidance).

Surveys for special status plant species shall be conducted if avoidance of Priority Habitat and/or areas that have high potential for occurrence of special status plant species is not possible (see Appendix 2; Veg-2 Pre-Disturbance Surveys for Special Status Plant Species). Surveys shall be conducted prior to both construction and decommissioning activities. The Certificate Holder shall modify the Project design to avoid the species or, where modification is not possible, additional mitigation measures must be submitted to EFSEC for consideration. Special status plant species findings shall be documented and provided to EFSEC in an annual report. Mitigation associated with the finding of special status plant species shall be tracked by an environmental monitor.

G. As-Built Report, Offset Calculation, and Monitoring Revegetation

Within 60 days of completing construction, the Certificate Holder shall provide an as-built report that documents the amount of temporary and permanent disturbance associated with the Project as described in Appendix 2; Veg-4 As Built Report, Offset Calculation, and Monitoring of Revegetation. EFSEC will use this report to determine the number of years that vegetation monitoring of temporary disturbance and modified habitat shall be conducted as well as the success criteria for revegetation. Submittal of annual revegetation reports to document revegetation success are required until such time EFSEC determines that areas of modified habitat and revegetated temporary disturbance have met the success criteria.

H. Construction Noise

The Certificate Holder shall use construction techniques and BMPs to minimize potential impacts of construction related noise. In particular, construction of the Project shall be performed in accordance with mitigation items identified in the final EIS and ASC.

I. Construction Safety and Security

1. Federal and State Safety Regulations. The Certificate Holder shall comply with applicable federal and state safety regulations (including regulations promulgated under the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act), as well as local and state industrial codes and standards (such as the Uniform Fire Code). The Certificate Holder, its general contractor, and all subcontractors shall make every reasonable effort to maximize safety for individuals working at the Project.

2. Visitors Safety. Visitors shall be provided with safety equipment where and when appropriate.

J. Contaminated Soils

In the event that contaminated soil is encountered during construction, the Certificate Holder shall notify EFSEC and Ecology as soon as possible. The Certificate Holder shall manage,

handle, and dispose of contaminated soils in accordance with applicable local, state, and federal requirements.

K. Light, Glare, and Aesthetics

The Certificate Holder shall use construction techniques and mitigation measures identified in the final EIS and ASC related to light, glare, and aesthetics.

Lighting

1. The Certificate Holder shall implement mitigation measures to minimize light and glare impacts as described in the ASC and the final EIS (see Appendix 2; LIG-1 LEED-certified & Security Lighting).
2. The Certificate Holder shall minimize outdoor lighting to safety and security requirements. The Certificate Holder shall avoid the use of steady-burning, high intensity lights and utilize downward-directed lighting (see Appendix 2; LIG-1 LEED-certified & Security Lighting).

Glare

1. Solar panels with an anti-reflective coating shall be utilized.

Aesthetics

1. The Certificate Holder must institute the measures identified in the ASC and final EIS (see Appendix 2; VIS-1 Foreground Turbine Locations, VIS-2 Retain Natural-appearing Agricultural Landscape, VIS-3 Turbine Cleaning, VIS-4 Solar Array Vegetation, VIS-5 Opaque Fencing, VIS-6 Retain Natural-appearing Characteristics, VIS-7 Maximize Span Length, and VIS-8 Visual Clutter).

L. Construction Wastes and Clean-Up

The Certificate Holder's waste disposal plans and schedule shall be included in the site construction plans and specifications for review and approval by EFSEC.

1. The Certificate Holder shall dispose of sanitary and other wastes generated during construction at facilities authorized to accept such wastes.
2. The Certificate Holder shall properly dispose of all temporary structures not intended for future use upon completion of construction.
3. The Certificate Holder also shall dispose of used timber, brush, refuse, or flammable materials resulting from the clearing of lands or from construction of the Project.

ARTICLE VI: SUBMITTALS REQUIRED PRIOR TO THE BEGINNING OF COMMERCIAL OPERATION

A. Plan Submission Requirements

All identified plans and submissions must adhere to the requirements and obligations set forth in relevant regulation, this Agreement, the final EIS, and the ASC.

Unless otherwise noted all plans and submissions required prior to beginning site operation are required to be filed with EFSEC ninety (90) days prior to the Beginning of Commercial Operation. The Certificate Holder shall not begin operation prior to all applicable elements of the required plans or commitments outlined in this Agreement, the final EIS, and the ASC are in place and Council approval of required plans and authorization to begin operation has been obtained.

B. Operations Stormwater Pollution Prevention Plan

The Certificate Holder shall prepare an Operations Stormwater Pollution Prevention Plan (Operations SWPPP) in consultation with Ecology.

1. The Operations SWPPP shall include an operations manual for permanent BMPs.
2. The Operations SWPPP shall be prepared in accordance with the guidance provided in the Ecology *Stormwater Management Manual for Eastern Washington, September 2019* or as revised.
3. The Certificate Holder shall annually review the Operations SWPPP against the guidance provided in the applicable *Ecology Stormwater Management Manual* and make modifications as necessary to the Operations SWPPP to comply with current requirements for BMPs.
4. The Operations SWPPP shall specify that water used for washing of the solar panels is to not contain any solvents or other additives.

C. Operations Spill Prevention, Control and Countermeasure Plan

The Certificate Holder shall update the SPCCP for Operations in consultation with Ecology, in the event that quantities of materials maintained on site are of sufficient quantity to qualify. Spill response equipment shall be stored in every vehicle accessing the site during construction, operation, and decommissioning. In addition, an oil pan shall be placed below heavy equipment when stored or not in use on site.

1. The Operations SPCCP shall be prepared pursuant to the requirements of 40 CFR Part 112, Sections 311 and 402 of the Clean Water Act, Section 402 (a)(1) of the Federal Water Pollution Control Act (FWPCA), and RCW 90.48.080.
2. The Operations SPCCP shall include the Project Footprint and all access roads as appropriate.
3. The Operations SPCCP shall be implemented within three (3) months of the beginning of Commercial Operation.

4. The Operations SPCCP must be updated and submitted to the Council every two (2) years.

D. Noxious Weed Management Plan

The Certificate Holder shall develop an updated Noxious Weed Management Plan, in consultation with EFSEC staff, WDFW, and Ecology. The updated plan must address any relevant changes to the vegetation or weed management requirements and protocols identified prior to beginning site operation.

E. Fugitive Dust

The Certificate Holder shall implement appropriate mitigation measures to control fugitive dust from roads and construction activities. The Certificate Holder shall develop a Dust Control Plan for operation and decommissioning (see Appendix 2; Veg-5 Operation and Decommissioning Dust Control Plan).

F. Post Construction Bird and Bat Fatality Monitoring Plan

Prior to initiation of operation, a Post Construction Bird and Bat Fatality Monitoring Plan shall be developed in coordination with the TAC and EFSEC (see Appendix 2; Wild-1 Post-Construction Bird and Bat Fatality Monitoring Program). Monitoring shall be conducted for a minimum of three years. The three years of monitoring need not be consecutive; however, all post construction monitoring shall be conducted within the initial five years of operation to document variation in annual fatality rates. The monitoring program must include survey methods, timing, and effort as described in the EIS and in the ASC Appendix M Bird and Bat Conservation Strategy. Surveys shall include carcass surveys and be conducted year-round in areas with turbines, solar arrays, and transmission lines at a minimum. The Adaptive management mitigation strategies should incorporate information gathered from the pre-construction baseline bat population surveys (see Appendix 2; Wild-10 Pre-construction Bat Monitoring) and be periodically reviewed (minimum of every five years) with the TAC during operation to consider inclusion of new science and technologies that may more efficiently reduce bird and bat fatalities.

G. Shadow Flicker

The Certificate Holder shall develop a mitigation and complaint resolution procedure to respond to any residential complaints regarding shadow flicker (see Appendix 2; SF-2 Complaint Resolution). The mitigation plan will include avoidance, minimization, and mitigation of shadow flicker through turbine pausing, planting trees, shading windows, or other mitigation measures. The complaint monitoring plan will be reviewed and approved by EFSEC prior to operation.

H. Operations Emergency Plan

The Certificate Holder shall submit for the Council's approval an Operations Emergency Plan for the Project to provide for employee and public safety in the event of emergencies.

1. The Certificate Holder shall coordinate development of the plan with local and state agencies that provide emergency response services in the Project Footprint.

2. Periodically, the Certificate Holder shall provide the Council with updated lists of emergency personnel, communication channels, and procedures.
3. The Operations Emergency Plan shall be in compliance with WAC 463-60-352.
4. The Operations Emergency Plan shall address in detail the procedures to be followed in the event of emergencies as outlined in Appendix P of the ASC.

I. Operations Fire Control Plan

The Certificate Holder shall develop an Operations Fire Control Plan in coordination with state and local agencies, including Benton County Fire Districts #1 and #5, to minimize the risk of accidental fire during operation and ensure effective response to any fire that does occur. The Operations Fire Control Plan must consider and address potential wildfire risk minimization and response as well as provide alternatives to aerial firefighting, which will be unavailable within the Lease Boundary due to the hazards that turbines pose to aircraft.

J. Operations Health and Safety Plan.

The Certificate Holder shall develop and, after EFSEC approval, implement an Operations Health and Safety Plan. The Certificate Holder shall consult with local and state organizations providing emergency response services during the development of the plan to ensure timely response in the event of an emergency.

K. Operations Site Security Plan.

The Certificate Holder shall develop and implement an Operations Phase Site Security Plan.

1. The Plan shall include, but shall not be limited to, the following elements:
 - a. Controlling access to the site by any visitors, contractors, vendors, or suppliers;
 - b. Installing security lighting and fencing; and securing access to solar panels, pad transformers, pad-mounted switch panels and other outdoor facilities.
2. A copy of the final Security Plan shall be provided to EFSEC and other agencies involved in emergency response.

ARTICLE VII: PROJECT OPERATION

A. Plan Implementation and Adherence

The Certificate Holder shall adhere to and implement the provisions of the required plans, submittals, permits, the final EIS, the ASC, and any relevant regulation during project operation.

B. Water Use and Discharge

The Certificate Holder shall ensure that all stormwater control measures and discharges are consistent with the Operations SWPPP, required by Article VI.B and the Ecology *Stormwater Management Manual for Eastern Washington, September 2019* or as revised.

C. Spills Response Plan & Equipment

The Certificate Holder shall update and maintain the SPCCP as necessary. Spill response equipment shall be stored in every project vehicle regularly accessing the site during operation. In addition, an oil pan shall be placed below heavy equipment when stored or not in use on site.

D. Noise and Vibration Emissions

The Certificate Holder shall operate the Project in compliance with applicable Washington State environmental noise regulations WAC 173-60, WAC 463-62-030, WAC 173-58, and RCW 70A.20.

The Certificate Holder shall submit a Complaint-Based Noise Monitoring and Response Plan to EFSEC for review and approval prior to operation, to address low frequency noise and aeroacoustic noise (see Appendix 2; N-4 Noise Complaint Resolution Procedure, N-5 Operation Noise Complaint Resolution).

E. Fugitive Dust Emissions

The Certificate Holder shall continue to implement dust abatement measures in accordance with the Dust Control Plan.

F. Annual Monitoring Reports

The Certificate Holder shall submit annual vegetation monitoring reports to document the success of revegetation (see Appendix 2; Veg-2 Pre-Disturbance Surveys for Special Status Plant Species, Veg-3 Special Status Plant Species Education, Veg-4 As-Built Report, Offset Calculation, and Monitoring of Revegetation). EFSEC will determine the success criteria and at which time the annual vegetation monitoring reports are no longer required based on the reported results.

G. Habitat, Vegetation, and Wildlife BMPs

During Project operations, the Certificate Holder shall implement appropriate operational BMPs to minimize impacts to plants and animals. In addition to those BMPs, the Certificate Holder shall also take the following steps to minimize impacts:

1. Implementation of the Operations Fire Control Plan developed pursuant to Article VI.I, in coordination with local fire districts, to avoid accidental wildfires and respond effectively to any fire that might occur.
2. Operational BMPs to minimize storm water runoff and soil erosion.
3. Implementation of compensatory mitigation measures identified in the final EIS must be finalized within 6 months of Beginning of Commercial Operation.
4. Implementation of a plan to monitor revegetation and noxious weed control success and erosion caused by wind events. If deficiencies are confirmed, mitigation measures shall be instituted which shall be developed in coordination with WDFW and approved by EFSEC.

H. Safety and Security

1. Personnel Safety. The safety of operating personnel is governed by regulations promulgated under the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act. The Certificate Holder shall comply with applicable federal and state safety laws and regulations (including regulations under the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act) as well as local and industrial codes and standards (such as the Uniform Fire Code).
2. Visitors Safety. The Certificate Holder shall require visitors to observe the safety plans and shall provide them with safety equipment where and when appropriate.

I. Dangerous or Hazardous Materials and General Waste Management

The Certificate Holder shall handle, treat, store, and dispose of all dangerous or hazardous materials including but not limited to those related to any battery backup power sources or the optional battery energy storage system in accordance with Washington state standards for hazardous and dangerous wastes, WAC 463-74 and WAC 173-303.

Following any abnormal seismic activity, volcanic eruption, severe weather activity, flooding, vandalism, or terrorist attacks the Certificate Holder shall inspect areas where hazardous materials are stored to verify that containment systems are operating as designed.

The certificate holder shall include in its waste management plan for general waste, a commitment to recycle project components when recycling opportunities are reasonably available for wastes generated during operations and maintenance.

J. Utilities

The Certificate Holder shall provide certification of water availability for process waters used for site operation and maintenance to include potable water for site operations staff, vegetation management, and solar panel washing on an annual basis.

K. Neighboring Land Uses

Benton County is a "Right to Farm" County, codified in Benton County Code Title 14, Chapter 14.01 and 14.02. This project is located within an agricultural area, and will be subject to impacts from nearby pre-existing agricultural practices including, but not limited to: marketed produce at roadside stands or farm markets, noise, odors, dust, fumes, operation of machinery and irrigation pumps, ground and aerial seeding and spraying, the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides and associated drift of such materials; and the employment and use of labor. Impacts resulting from these activities shall not be found to be a public or private nuisance if the farm operation was in existence before the date of this agreement.

L. Decommissioning of Individual Wind Turbine Generators

During the lifetime of the project, the Certificate Holder may choose, or be otherwise required to, decommission individual WTGs without the entire project being terminated pursuant to Article VIII of this agreement.

In accordance with Article III. K, of this agreement, individual WTGs found to cause unanticipated significant adverse impact(s) on the environment may have further operating conditions imposed by EFSEC, including permanent shutdown, decommissioning, and removal from the Project Area. In addition, EFSEC retains the authority to order removal of any individual WTG that remains inoperable or is not used for more than six months.

The Certificate Holder will disassemble and remove from the Project Area the WTG being decommissioned within one year of the last date the WTG produced power for sale.

Any foundations associated with a decommissioned WTG will either be removed immediately or during full Project decommissioning, consistent with Articles VIII(B) and VIII(D)(2).

The Certificate Holder shall notify EFSEC of its intent to decommission the turbine and shall provide a schedule for decommissioning activities.

M. Shadow Flicker Mitigation Measures

The Certificate Holder shall attempt to avoid, minimize, and mitigate shadow flicker at non-participating residents (see Appendix 2; SF-1 Shadow Flicker). Shadow flicker can usually be addressed by planting trees, shading windows or other mitigation measures. As a last resort the control system of the wind turbine could be programmed to pause the blades during the brief periods when conditions result in perceptible shadow flicker.

**ARTICLE VIII: PROJECT TERMINATION, DECOMMISSIONING
AND SITE RESTORATION**

A. Legislated Requirements

Mitigation measures applied during decommissioning shall follow the applicable legislated requirements at the time of decommissioning (see Appendix 2; Veg-6 Decommissioning Legislated Requirements).

B. Detailed Site Restoration Plan

The Certificate Holder shall submit a Detailed Site Restoration Plan to EFSEC for approval within ninety (90) days from the time the Council is notified of the termination of the Project. The Detailed Site Restoration Plan shall provide for restoration of the Project Site within the timeframe specified in Article VIII.D, taking into account the Initial Site Restoration Plan and the anticipated future use of the Project Site (see Appendix 2; Veg-7 Detailed Site Restoration Plan, LSU-5 Site Restoration Plan). The Detailed Site Restoration Plan shall address the elements required to be addressed by WAC 463-72-020, and the requirements of the Council approved Initial Site Restoration Plan pursuant to Article IV.R of this Agreement. The Certificate Holder shall not begin Site Restoration activities without prior approval from the Council. The Certificate Holder shall consult with WDFW and Ecology in preparation of the Detailed Site Restoration Plan.

C. Project Termination

1. Termination of this Site Certification Agreement, except pursuant to its own terms, is an amendment of this Agreement.
2. The Certificate Holder shall notify EFSEC of its intent to terminate the Project, including by concluding the plant's operations, or by suspending construction and abandoning the Project.
3. The Council may terminate the SCA through the process described in WAC 463-66-090, and the Council may initiate that process where it has objective evidence that a certificate may be abandoned or when it deems such action to be necessary, including at the conclusion of the plant's operating life, or in the event the Project is suspended or abandoned during construction or before it has completed its useful operating life.

D. Site Restoration Timing and Scope

Site Restoration shall be conducted in accordance with the commitments made in the Detailed Site Restoration Plan required by Article VIII.B and in accordance with the following measures:

1. Timing. The Certificate Holder shall commence Site Restoration of the Project within twelve (12) months following the termination described in Article VIII.B above.

The period to perform the Site Restoration may be extended if there is a delay caused by conditions beyond the control of the Certificate Holder including, but not limited to, inclement weather conditions, equipment failure, wildlife considerations, or the availability of cranes or other equipment to support decommissioning.

2. Scope. Site Restoration shall involve removal of all Project components, foundations, and facilities to a depth of four (4) feet below grade; restoration of any disturbed soil to pre-construction condition; and removal of Project access roads and overhead poles and transmission lines (except for any roads and/or overhead infrastructure that Project Footprint landowner wishes to retain) (all of which shall comprise "Site Restoration"). Site Restoration shall also include the use of appropriate precautions during decommissioning and removal of any hazardous material to safely dispose of and to avoid, and, if necessary, remediate any soil contamination resulting from the hazardous materials.
3. Monthly Reports. If requested by EFSEC, the Certificate Holder shall provide monthly status reports until this Site Restoration work is completed.
4. Restoration Oversight. At the time of Site Restoration, the Project Site will be evaluated by a qualified biologist to determine the extent of and type of vegetation existing on the site. Success criteria for Site Restoration will be established prior to commencement of decommissioning activities, based on the documented pre-construction conditions, experience gained with re-vegetation during operation and the condition of the Project Site at the time of Site Restoration. The restoration success criteria will be established in the Detailed Site Restoration Plan approved by EFSEC in consultation with the designated biologist. Once restoration of the Project Site is determined to be complete, a final report of restoration activities and results will be submitted to EFSEC in consultation with the designated biologist, for review and approval.

E. Decommissioning Noxious Weed Management Plan

The Certificate Holder shall develop and submit a Noxious Weed Management Plan (or extension of the current plan) to include prevention and control during decommissioning of the Project for EFSEC review and approval (see Appendix 2; Veg-8 Decommissioning Noxious Weed Management Plan). The plan shall include monitoring for three years following decommissioning of the Project.

F. Decommissioning-Stage Traffic Analysis and Routing Survey

A third-party engineer shall provide a traffic analysis prior to decommissioning (see Appendix 2; TR-3 Decommissioning Traffic Analysis). In addition, a decommissioning traffic routing survey shall be prepared by a third-party engineer with input from the Washington Utilities and Transportation Commission to determine if current traffic control systems at railroad crossings are appropriate or if additional mitigation is needed prior to decommissioning. (see Appendix 2; TR-4 Railroad Crossing Traffic Analysis).

G. Decommissioning-Stage Traffic and Safety Management Plan

The Certificate Holder shall consult with WSDOT and Benton County on the development of a decommissioning-stage Traffic and Safety Management Plan prior to decommissioning (see Appendix 2; TR-5 Traffic Analysis – Existing Laws at Decommissioning). The Traffic and Safety Management Plan must include a safety analysis of the WSDOT-controlled intersections (in conformance with the WSDOT Safety Analysis Guide) and recommend mitigation or countermeasures where appropriate. The analysis shall review impacts from decommissioning traffic and be submitted to WSDOT for review and comment prior to decommissioning.

H. Decommissioning Dust Control Plan

The Operational Dust Control Plan shall be updated for decommissioning (see Appendix 2; Veg-5 Operation and Decommissioning Dust Control Plan).

I. Decommissioning Fire Control Plan

The Certificate Holder shall develop a Decommissioning Fire Control Plan in coordination with state and local agencies, including Benton County Fire Districts #1 and #5, to minimize the risk of accidental fire during decommissioning and ensure effective response to any fire that does occur. The Decommissioning Fire Control Plan must consider and address potential wildfire risk minimization and response.

J. Housing Analysis

Prior to decommissioning, the Certificate Holder shall provide an up-to-date analysis on the availability of temporary housing for workers (see Appendix 2; Socio-ec-1 Decommissioning Housing Survey). If sufficient temporary housing for workers is not available, the Certificate Holder shall present EFSEC with options for housing workers from outside the community.

K. Site Restoration Financial Assurance

1. Except as provided in Article VIII.Q.3 below, the Certificate Holder or any Transferee, as the case may be, shall provide financial assurance sufficient, based on detailed engineering estimates, for required Site Restoration costs in the form of a surety bond,

irrevocable letter of credit, or guaranty. The Certificate Holder must also provide pollution liability insurance coverage in an amount justified for the project. The Certificate Holder shall include a detailed engineering estimate of the cost of Site Restoration in its Initial Site Restoration Plan submitted to EFSEC. The estimate must be based on the costs of EFSEC hiring a third party to carry out Site Restoration. The estimate may not be reduced for “net present value” or other adjustments. During the active life of the facility, the Certificate Holder or Transferee must adjust the Site Restoration cost estimate for inflation within sixty days prior to the anniversary date of the establishment of the financial instrument used to provide financial assurance and must increase the financial assurance amount accordingly to ensure sufficient funds for Site Restoration.

2. The duty to provide such financial assurance shall commence sixty (60) days prior to the beginning of Construction of the Project and shall be continuously maintained through to the completion of Site Restoration. Construction of the Project shall not commence until adequate financial assurance is provided. On or before the date on which financial assurance must be established, the Certificate Holder shall provide EFSEC with one of the following financial assurance mechanisms that is reasonably acceptable to EFSEC:

a. *Surety Bond*. The Certificate Holder or any Transferee, as the case may be, shall provide financial security for the performance of its Site Restoration obligations through a Surety Bond issued by a surety listed as acceptable in Circular 570 of the U.S. Department of the Treasury. The Performance Bond shall be in an amount equal to the Site Restoration costs. A standby trust fund for Site Restoration shall also be established by the Certificate Holder or Transferee to receive any funds that may be paid by the surety to be used to complete Site Restoration. The surety shall become liable for the bond obligation if the Certificate Holder or Transferee fails to perform as guaranteed by the bond. The surety may not cancel the bond until at least one hundred twenty days after the Certificate Holder or Transferee and EFSEC have received notice of cancellation. If the Certificate Holder or Transferee has not provided alternate financial assurance acceptable under this SCA within ninety days of the cancellation notice, the surety shall pay the amount of the bond into the standby Site Restoration trust; or

b. *Irrevocable Letter of Credit*. The Certificate Holder or any Transferee, as the case may be, shall provide financial security for the performance of its Site Restoration obligations through an irrevocable letter of credit payable to or at the direction of EFSEC, that is issued by an institution that has the authority to issue letters of credit and whose letter of credit operations are regulated and examined by a Federal or State agency. The letter of credit shall be in an amount equal to the Site Restoration costs. A standby trust fund for Site Restoration shall also be established by Certificate Holder or Transferee to receive any funds deposited by the issuing institution resulting from a draw on the letter of credit. The letter of credit shall be irrevocable and issued for a period of at least one year, and renewed annually, unless the issuing institution notifies the Certificate Holder or

Transferee and EFSEC at least one hundred twenty days before the current expiration date. If the Certificate Holder or Transferee fails to perform Site Restoration, or if the Certificate Holder or Transferee fails to provide alternate financial assurance acceptable to EFSEC within ninety days after notification that the letter of credit will not be extended, EFSEC may require that the financial institution provide the funds from the letter of credit to be used to complete Site Restoration; or

- c. *Guaranty.* Certificate Holder or any Transferee, as the case may be, shall provide financial assurance for the performance of its Site Restoration obligations by delivering a guaranty to fund the Certificate Holder or Transferee's Site Restoration obligations hereunder from an entity that meets the following financial criteria:
- i. A current rating of AAA, AA, A, or BBB as issued by Standard and Poor's or AAA, AA, A, or BBB as issued by Moody's;
 - ii. Tangible net worth at least six times the sum of the current Site Restoration cost estimates;
 - iii. Tangible net worth of at least ten million dollars; and
 - iv. Assets in the United States amounting to at least ninety percent of its total assets or at least six times the sum of the current Site Restoration cost estimates.
- d. The guarantor entity's chief financial officer shall provide a corporate guaranty that the corporation passes the financial test at the time the Initial Site Restoration Plan is filed. This corporate guaranty shall be reconfirmed annually ninety days after the end of the corporation's fiscal year by submitting to EFSEC a letter signed by the guaranteeing entity's chief financial officer that:
- i. Provides the information necessary to document that the entity passes the financial test;
 - ii. Guarantees that the funds to finance required Site Restoration activities are available;
 - iii. Guarantees that required Site Restoration activities will be completed;
 - iv. Guarantees that within thirty days if written notification is received from EFSEC that the entity no longer meets the above financial criteria, the entity shall provide an alternative form of financial assurance consistent with the requirements of this section;
 - v. Guarantees that the entity's chief financial officer will notify in writing the Certificate Holder or Transferee and EFSEC within fifteen days any time that the entity no longer meets the above financial criteria or is

named as debtor in a voluntary or involuntary proceeding under Title 11 U.S.C., Bankruptcy;

vi. Acknowledges that the corporate guaranty is a binding obligation on the corporation and that the chief financial officer has the authority to bind the corporation to the guaranty;

vii. Attaches a copy of the independent certified public accountant's report on examination of the entity's financial statements for the latest completed fiscal year; and

viii. Attaches a special report from the entity's independent certified public accountant (CPA) stating that the CPA has reviewed the information in the letter from the entity's chief financial officer and has determined that the information is true and accurate.

e. If the Certificate Holder or any Transferee fails to perform Site Restoration covered by the guaranty in accordance with the approved Initial or Final Site Restoration plan, the guarantor will be required to complete the appropriate activities. The guaranty will remain in force unless the guarantor sends notice of cancellation by certified mail to the Certificate Holder or Transferee and EFSEC. Cancellation may not occur, however, during the one hundred twenty days beginning on the date of receipt of the notice of cancellation by the Certificate Holder or Transferee and EFSEC. If the Certificate Holder or Transferee fails to provide alternate financial assurance as specified in this section and obtain the written approval of such alternate assurance from EFSEC within ninety days after receipt of a notice of cancellation of the guaranty from the guarantor, the guarantor will provide such alternative financial assurance in the name of the Certificate Holder or Transferee.

3. If the SCA is transferred after its effective date pursuant to applicable EFSEC laws and regulations, EFSEC has the right to require, consider, and approve other financial security that would provide for the Certificate Holder's performance of its Site Restoration obligations pursuant to Article VIII.Q of this Site Certification Agreement.

ARTICLE IX: SITE CERTIFICATION AGREEMENT - SIGNATURES

Dated and effective this _____ day of _____, 2024.

FOR THE STATE OF WASHINGTON

Jay Inslee,
Governor

FOR HORSE HEAVEN WIND FARM, LLC

Michael Rucker,
CEO of Horse Heaven Wind Farm, LLC

APPENDIX 1

Report to the Governor Recommending Approval of Site Certification entered April 29, 2024.

DRAFT

APPENDIX 2 MITIGATION MEASURES

The conditions presented in Appendix 2 are primarily from the Horse Heaven Wind Farm Final Environmental Impact Statement (Final EIS) Mitigation Measures published October 31, 2023. Additional conditions contained in this Appendix were identified through the Council's review of the adjudication, government-to-government consultation, or public comment and are discussed in Appendix 1; Report to the Governor on Application No. EF-220011.

DRAFT

**Horse Heaven Wind Farm
Site Certification Agreement
Appendix 2. Mitigation Measures**

1. Earth Resources (Geo) Mitigation

Geo-1 Soil Management: Minimize soil disturbance activities with the potential for soil compaction when soils are saturated, such as following a major precipitation event (e.g., five-day antecedent rainfall of greater than 1.1 inches during mid-October to mid-April or greater than 2.1 inches during mid-April to mid-October). Direct construction away from areas with saturated soils and where drainage may concentrate until soils are no longer saturated. Limit vehicular traffic to established access roads. Where possible, leave existing vegetation root structure intact to enhance soil stability and infiltration capacity. Utilize best management practice (BMPs) such as low-ground-pressure and/or long-reach equipment, temporary matting and work pads, and localized engineered drainage improvements (e.g., interceptor drains, detention basins). Where soil compaction is observed to have occurred, decompact subsoils to a minimum depth of 18 inches or as identified in site reclamation plans and lease agreements.

Rationale: This mitigation measure limits erosion and disturbance of natural soil profiles.

2. Air Quality (A) Mitigation

A-1 Speed Limit: Traffic speeds on unpaved areas shall be posted at no more than 15 mph, rather than the Certificate Holder-proposed 25-mph limit. The Applicant shall provide training to all employees working on-site before they are allowed to drive into the construction area. Periodic speed checks shall be performed by the construction contractor's health and safety officer and reviewed by EFSEC monthly. If speeds are found to be routinely more than 15 mph, the Applicant shall submit a corrective action plan to EFSEC within 30 days of the finding.

Rationale: Road-related fugitive dust emissions increase with increasing vehicle speed. Consequently, one of the BMPs for mitigation of road-related fugitive dust emissions is to limit vehicle speed. The Certificate Holder has proposed to limit vehicle speed to 25 mph. Access-road-related fugitive dust from construction vehicle traffic is the single largest source of PM₁₀ and PM_{2.5} emissions from Project construction and a lower vehicle speed limit of 15 mph will further reduce fugitive PM₁₀ and PM_{2.5} emissions.

A-2 Proof of Contact: Soil Destabilization Notification: Certificate Holder shall submit a Proof of Contact: Soil Destabilization Notification to EFSEC at least 90 days prior to commencement of construction.

Rationale: Fugitive dust emissions are a potential concern. This notification will facilitate EFSEC awareness of commencement construction so that compliance with implementation of all Certificate Holder-proposed BMPs can be field validated.

3. Water Resources (W)

W-1 Least Risk Fish Windows: Project construction and decommissioning within ephemeral and intermittent streams that have active water flow shall observe the least risk windows for spawning and incubating salmonoids, which are, conservatively, August 1 to September 15 for the Yakima and Columbia Rivers and their tributaries in Benton County (WDFW 2018). Ephemeral and intermittent streams would not be subject to least risk window restrictions while those streams are dry.

Rationale: This mitigation measure addresses potential impacts on surface water and fish habitat and will minimize risk to aquatic species.

W-2 Minimize Work in Heavy Rain: Project construction and decommissioning shall be minimized during rainy periods and heavy rain—in particular, work near ephemeral or intermittent streams.

Rationale: This mitigation measure addresses potential impacts of surface water and runoff and will minimize the risk of sediment release to surface water and wetlands.

W-3 Check Dams: As indicated in Ecology (2019) BMP C207E, check dams cannot be placed or used in streams unless approved by WDFW. Check dams used for work within ephemeral or intermittent streams shall be approved by EFSEC in coordination with WDFW and Ecology prior to use. Stream crossing designs and associated mitigation plans shall be provided and approved by EFSEC in coordination with WDFW and Ecology.

Rationale: This mitigation measure addresses the use of check dams on site, which will require approval by WDFW and Ecology prior to use.

W-4 Culvert Installation BMPs: Based on the Final ASC, one culvert is proposed along one intermittent stream. Installation of the culvert shall follow WDFW Fish Passage BMPs:

- Be oriented and aligned with the natural stream channel.
- Be constructed at or near natural elevation of the streambed to avoid or minimize potential flooding upstream of the crossing and erosion below the outlet.
- Use suitable measures to avoid or minimize water from seeping around the culvert.
- Use suitable measures to avoid or minimize culvert plugging from transported debris or bedload.
- Be regularly inspected and cleaned as necessary for the life of the Project (USDA 2012).
- Cover culvert with sufficient fill to avoid or minimize damage by traffic.
- Install culverts long enough to extend beyond the toe of the fill slopes to minimize erosion.

Rationale: This mitigation measure addresses permanent impacts on ephemeral streams. It provides specifications on culvert installation to enable assessment of the potential impacts.

W-5 Employee Training: An employee training plan shall be included as part of the SPCC Plan. For the duration of the Project, employees and workers on site shall receive appropriate training according to the employee training plan to ensure that any spills are reported and responded to in an appropriate manner (Ecology 1999). This shall include training on the use of spill response equipment and orientations identifying the location of hazardous materials, proper storage of hazardous materials, and location of spill response equipment to ensure that workers are competent in spill response.

Rationale: This mitigation measure addresses potential impacts on water quality including sedimentation and accidental spill. Employee training reduces the risk of human error and increases confidence in the effectiveness of spill response in the event of accidents such as an accidental spill.

W-6 Wetland SWPPP: A Stormwater Pollution Prevention Plan (SWPPP) shall be designed specifically for work within the Micrositing Corridor adjacent to the wetland (EIS Figure 3.4-1, Section 3.4). The SWPPP shall include BMPs from the Stormwater Management Manual for Eastern Washington (Ecology 2019). The plan shall include, but not be limited to, structural measures such as installation of silt fences and sediment ponds, and non-structural measures, including routine inspection and maintenance and enforcement of BMPs, to minimize surface water runoff generated from the construction activities to the wetland.

Rationale: This mitigation measure addresses potential impacts on the wetland situated near the Micrositing Corridor. The wetland is located downgradient from the construction area, so additional mitigation measures are proposed to avoid impacts.

W-7 Clear-Span 100-Year Floodplain: Clear-span the transmission line to avoid temporary disturbance to the 100-year flood plain. Site transmission line poles outside the 100-year floodplain.

Rationale: This mitigation measure addresses physical disturbance of the 100-year floodplain, a Critical Aquifer Recharge Area.

W-8 Spill Response Equipment: Spill response equipment, such as absorbent pads or compounds, shall be stored in every Project vehicle regularly accessing the site during construction, operation, and

decommissioning, excluding employee personal vehicles. In addition, an oil pan shall be placed below heavy equipment when stored or not in use on site.

Rationale: This mitigation measure addresses spill response impacts by specifying locations for spill response equipment.

W-9 Minimize Water Use: During construction, operation, and decommissioning, water use shall be minimized where possible. During drought or water shortage, schedule adjustment shall be considered to minimize water needs on the site where possible, or additional alternate off-site water supplies shall be identified.

Rationale: This mitigation measure addresses impacts on public water supply and is proposed to minimize water use on site throughout the life of the Project.

W-10 Panel Washing: During drought or water shortage, panel washing shall be postponed or alternate off-site water sources could be identified to minimize impacts on public water supply. Panel wash water shall be recycled and re-used where possible during operation.

Rationale: This mitigation measure addresses impacts on public water supply and is proposed to minimize water use on site from panel washing, if required.

W-11 Concrete Batch Plant to Avoid Streams: Laydown areas or locations where temporary concrete batch plants will be sited shall be a minimum of 100 ft from mapped streams or waterbodies.

Rationale: Siting temporary concrete batch plants outside of stream and riparian areas reduces the potential impacts off accidents and malfunctions from release of concrete wash water on water quality.

4. Vegetation (Veg) Mitigation

Veg-1 Tree Avoidance: Construction shall avoid removing or disturbing trees within the Project Lease Boundary. Disturbance to trees includes any disturbance within the drip-line of the tree (i.e., the area from the edge of the outermost branches), including topping, which preserves an intact root system. Disturbance within the drip-line of the tree shall be avoided as this can lead to tree mortality. The avoidance area within the drip-line of trees in work areas shall be delineated using snow fencing or similar measure to improve the visibility of avoidance zones. Trees cannot be removed without pre-approval. Where tree disturbance cannot be avoided by the Project (e.g., near transmission lines), the number and location of the trees shall be provided to EFSEC, along with a statement justifying why avoidance cannot be achieved, and a mitigation plan. The mitigation plan shall include replanting trees within the Lease Boundary to maintain the diversity of habitat structures provided by trees and will require approval by EFSEC prior to proceeding.

Rationale: Trees are a rare feature on the landscape that provide habitat value to wildlife species and structural diversity. Replanting trees may be challenging in an arid environment, and there will be a time lag before trees reach the same size and age. Veg-1 seeks to avoid physical disturbance to existing trees.

Veg-2 Pre-Disturbance Surveys for Special Status Plant Species: Special status plant species are known to occur near the Lease Boundary. Areas with increased potential for special status plant species include areas of Priority Habitat and areas identified by the Certificate Holder as potential habitat for woven spore lichen. Where possible, disturbance to Priority Habitat and high potential areas will be avoided, but if avoidance is not possible, surveys for special status plant surveys will be conducted. Surveys shall be conducted by a qualified professional. Surveys shall be conducted prior to both construction and decommissioning activities. All findings shall be documented and provided to EFSEC in an annual report. Where special status plant species are encountered within proposed disturbance areas, the Certificate Holder will modify the Project design to avoid the species or, where modification is not possible, develop additional mitigation measures based on discussions with EFSEC and WDFW, such as relocation where a species is tolerant of relocation; minimization; or other form of mitigation. Mitigation plans for encountered special status plant species will be provided to EFSEC for consideration and to provide additional direction. Any modifications to the Project

design shall also be provided to EFSEC as part of the report. An environmental monitor shall be required to track any mitigation associated with the finding of special status plant species.

Rationale: This mitigation measure minimizes potential impacts on special status plant species by providing an opportunity to modify the design to avoid any identified plants, prior to actual disturbance activities during construction and decommissioning. It also provides the opportunity to apply additional mitigation should special status plant species be encountered within disturbance areas.

Veg-3 Special Status Plant Species Education: The environmental orientation provided to workers on site shall include information on special status plant species. This shall include diagnostic characteristics, suitable habitat descriptions, and photos of special status plant species with potential to occur within the Lease Boundary. A protocol shall be established for any chance find by workers, who shall notify the environmental monitor on site prior to proceeding with work. The environmental monitoring shall report any findings of special status plant species to EFSEC in a report, and EFSEC will consider these reports and provide additional direction on actions to address any impacts. Workers' completion of the environmental orientation shall be tracked by the Certificate Holder and provided in an annual report to EFSEC.

Rationale: This mitigation measure minimizes impacts on special status plant species by educating workers in identification and suitable habitat.

Veg-4 As-Built Report, Offset Calculation, and Monitoring of Revegetation: Within 60 days of completing construction, the Certificate Holder shall provide an as-built report that documents the amount of temporary and permanent disturbance associated with the Project. This shall include associated maps and georeferenced spatial files. The as-built report shall be factored into the final calculation of habitat offset based on the Certificate Holder-provided ratios. The acreages of modified habitat planted for the Project under the solar arrays shall also be included in this report. EFSEC will determine the number of years that vegetation monitoring of temporary disturbance and modified habitat will be conducted and the success criteria for revegetation. The success criteria will include measurable parameters that the Certificate Holder shall measure to determine whether successful revegetation has occurred. The Certificate Holder shall submit annual reports for each year of vegetation monitoring following construction to document the success of revegetation. At the end of the vegetation monitoring period, as determined by EFSEC, areas of modified habitat and revegetated temporary disturbance that have met the success criteria will be eligible for offset by the Certificate Holder at the respective ratios. Any areas of modified habitat or temporary disturbance that do not meet the success criteria after completion of revegetation monitoring will be considered permanent disturbance, and this will be added to the offset requirement.

Rationale: This mitigation measure addresses habitat offset by providing a final calculation of offset requirements based on actual disturbance. In addition, it addresses the uncertainty associated with the success of revegetation and, in particular, of restoring shrub-steppe ecosystems.

Veg-5 Operation and Decommissioning Dust Control Plan: A dust control plan shall be prepared for Project operation and decommissioning, similar to the dust control plan presented by the Certificate Holder. The plan will minimize impacts on vegetation from dust during the Operations and Decommissioning stages of the Project.

Rationale: This mitigation measure minimizes indirect impacts from dust during operation and decommissioning.

Veg-6 Decommissioning Legislated Requirements: If the applicable legislated requirements at the time of decommissioning are more restrictive than at the time of the execution of the SCA, the decommissioning measures will be updated to meet the new requirements.

Rationale: This mitigation measure enables adjustment of requirements based on changes in legislation once decommissioning occurs, based on the requirements at that time.

Veg-7 Detailed Site Restoration Plan: The Detailed Site Restoration Plan is a required, regulatory document. It shall be prepared and submitted for approval by EFSEC for final revegetation prior to Project decommissioning for the temporary and permanent disturbance areas. It will be adapted to include modified habitat.

Rationale: The Detailed Site Restoration Plan will be a living document. It shall include the methods, success criteria, monitoring, and reporting for revegetation at the end of the Project life. It shall also include provisions for adaptive management and shall be prepared based on any lessons learned from implementing the revegetation planned for the temporary disturbance from Project construction as described in Appendix N of the 2022 ASC (Appendix N, Horse Heave Wind Farm, LLC 2022).

Veg-8 Decommissioning Noxious Weed Management Plan: A Noxious Weed Management Plan (or extension of the current plan) to include prevention and control during decommissioning of the Project shall be prepared. This Plan shall include monitoring of the area for three years following decommissioning of the Project.

Rationale: This mitigation measure addresses noxious weeds during decommissioning. It is designed to minimize the introduction and spread of noxious weeds during decommissioning.

Veg-9 Maintenance of Solar Array Fence: During Project operation, the solar array fence shall be maintained, including removal of vegetation material that may become entwined in the fence. Monthly fence surveys shall be conducted during periods where the wildfire danger rating, as determined by DNR, is assessed as “low.” When the wildfire danger rating is assessed as “moderate” or higher, weekly surveys shall be required.

Rationale: Vegetation material entwined within the solar array fence presents a fuel source for fire. Maintenance and removal will minimize this risk.

Veg-10 Shrubland and PHS Avoidance: No solar arrays would be sited on any rabbitbrush shrubland or WDFW-designated Priority Habitat types.

Rationale: Rabbitbrush shrubland and Priority Habitats serve a vital environmental need and face a number of threats from development. Preserving these habitat types from Project impacts serves to reduce impacts to the vegetation and wildlife that are dependent on them.

5. Wildlife and Habitat

A. Wildlife (Wild) Mitigation

Wild-1 Post-construction Bird and Bat Fatality Monitoring Program:

Prior to initiation of operation, the Certificate Holder shall develop, in coordination with the Pre-operational Technical Advisory Group (PTAG) and approval by EFSEC, a post-construction bird and bat fatality monitoring program. Monitoring shall be conducted for a minimum of three years. While the three years of monitoring need not be consecutive, all post-construction monitoring shall be conducted within the initial five years of operation to document variation in annual fatality rates. The program shall describe survey methods, timing, and effort as described in the Certificate Holder’s Bird and Bat Conservation Strategy (Appendix M of the Final ASC). Surveys shall include carcass surveys to document the longevity of carcass persistence and detectability of carcasses. Surveys shall be conducted year-round to account for variation in bird and bat abundance and diversity. Additional surveys (e.g., survey frequency) shall be conducted during sensitive periods for birds and bats (e.g., migration periods). Surveyed area shall include turbines, solar arrays, and transmission lines at a minimum.

Bird and bat fatality adaptive management strategy development

Prior to initiation of operation, the Certificate Holder shall develop, in coordination with the PTAG and approval by EFSEC, an adaptive management strategy. The adaptive management strategy shall include

additional mitigation measures to be applied during sensitive periods (e.g. migration) or if mortality thresholds are exceeded.

Migratory bat species are at risk of population level impacts due to wind power facilities and these species are most at risk of collisions with turbines during spring and fall migration. As such, adaptive management strategies will be applied during these sensitive periods, which are generally April to June (spring migration) and August to October (fall migration) (Hayes and Wiles 2013). Acoustic surveys during operation may be used to define a project-specific migratory period. Acoustic detectors may be deployed across the Lease Boundary prior to spring and fall migration to detect increased bat activity suggesting the onset of bat migration. These data will be used to adjust the generalized bat sensitive periods listed above. Similarly, acoustic data will be used to document the end of bat migration and when adaptive management strategies may no longer be required. Bat data shall be downloaded and analyzed on a weekly basis to document the start and end of migration.

Adaptive management mitigation strategies that will be considered include altering the operation of the turbines by increasing the cut-in speed to above 18 feet (5.5 meters) per second (Alberta Government 2013) and curtailing turbines during known bird and bat migration period. As noted in Section 4.6.2.2, projected impacts of wind power projects estimate that wind power could result in mortality levels of 3 to 46 percent of the hoary bat population by 2050. Friedenbergs and Frick (2021) conclude that a 5 m/s curtailment could avoid hoary bat extinction in several of the modeled scenarios. Acoustic monitors and smart curtailment may also be included in adaptive management to refine data on bat presence near turbines and when curtailment mitigation should be implemented. Mitigation strategies may be limited to groups of turbines based on the results of post-construction monitoring.

Bird and bat fatality adaptive management review

The Certificate Holder, the TAC, EFSEC, and WDFW will review the results of the bird and bat post-construction fatality monitoring program after each monitoring period to determine whether the mitigation measures outlined in the adaptive management strategy should be revised or adjusted. The data will also be used to determine whether monitoring efforts are sufficient to verify predicted impacts on birds and bats. EFSEC may require the Certificate Holder to conduct more intensive surveys (e.g., additional spatial extent or frequency) or extend the duration of post-construction monitoring beyond the minimum three years. The Adaptive management mitigation strategies shall be periodically reviewed (minimum of every five years) with the TAC during operation to consider inclusion of new science and technologies that may more efficiently reduce bird and bat fatalities.

Rationale: This mitigation allows for continued monitoring and adaptive management of potential Project-related wildlife mortalities.

Wild-2 Trash Containers: All trash containers shall be wildlife resistant.

Rationale: This mitigation measure reduces potential human-wildlife conflicts thereby reducing potential Project-related wildlife mortalities.

Wild-3 USFWS Eagle Consultation: The Certificate Holder shall provide EFSEC a summary of the consultation undertaken with the USFWS regarding eagle mortality.

Rationale: This mitigation measure allows for continued monitoring and adaptive management of potential Project-related impacts on eagles.

Wild-4 Pesticide Management Plan: The Certificate Holder shall avoid the use of pesticides, including rodenticides, during Project construction and operation. If pesticides are required, the Certificate Holder shall, prior to application of the pesticides, develop a management plan for submission to and approval by

EFSEC that describes how the Certificate Holder will avoid and/or otherwise minimize potential impacts on wildlife, including all potentially impacted special status species.

Rationale: This mitigation measure reduces potential impacts on habitat and wildlife mortality while allowing for adaptive management of potential Project related impacts.

Wild-5 Construction Zone Management: The Certificate Holder shall limit construction disturbance by identifying sensitive areas on mapping and flagging in the field exclusion zones around any sensitive areas, including wildlife features, such as wildlife colonies, active nests, dens, and wetlands. Encroachment into exclusion zones required during construction shall be reviewed by the Certificate Holder's biologist to determine the impacts on the feature and recommend additional measures to manage impacts to the resource. The Certificate Holder shall provide information on where encroachment will be required, the rationale for encroachment, and additional mitigation measures for EFSEC to review prior to implementation. The Certificate Holder shall conduct ongoing environmental monitoring during construction to ensure that flagged exclusion zones are avoided.

Rationale: This mitigation measure reduces potential loss of habitat and wildlife mortality.

Wild-6 Wildlife Road Mortality Management: The Certificate Holder shall maintain a database of road mortalities throughout construction and operation as part of the operational procedures. The Certificate Holder shall review road-based mortalities annually and propose additional mitigation for areas under the control of the Certificate Holder where frequent mortalities or wildlife crossing observations occur. Additional mitigation measures may include speed control, signage, temporary road closures (e.g., during migration periods), or wildlife passageways and will be reviewed and approved by EFSEC prior to implementation.

Rationale: This mitigation measure allows for continued monitoring and adaptive management of potential Project-related wildlife mortalities.

Wild-7 Construction Hours: The Certificate Holder shall schedule construction activities to occur during daylight hours, when feasible, to reduce disturbance of nocturnal species and the need for nighttime lighting.

Rationale: This mitigation measure reduces disturbance to wildlife (i.e., indirect loss).

Wild-8 Turbine Buffer Zones: Wind turbine buffer zones shall be established around all known raptor nests and be a minimum of 0.25 miles. The Certificate Holder shall prepare a Raptor Nest Monitoring and Management Plan for review by EFSEC and the PTAG if buffer zones cannot be maintained.

Rationale: This mitigation measure reduces potential impacts on habitat and raptor mortality while allowing for adaptive management of potential Project-related impacts.

Wild-9 Breeding Bird Period Mitigation: Vegetation clearing and grubbing shall avoid local bird breeding periods, when feasible, to reduce potential destruction or disturbance of nesting birds. If avoidance of this period is not feasible, additional mitigation measures, such as pre-construction surveys for and buffering of active bird nests, shall be undertaken.

Rationale: This mitigation measure avoids or reduces potential bird mortality.

Wild-10 Pre-construction Bat Monitoring: The Certificate Holder shall conduct pre-construction surveys to develop an estimate of regional bat populations and identify to what degree seasonality affects the bat population in the area. The PTAG shall be contacted prior to undertaking these surveys and shall be involved in the development of the methodology and review of the results.

Rationale: This mitigation measure would provide baseline information necessary for adaptive management efforts to curtail bat mortality that is anticipated as a result of Project operation.

B. Habitat (Hab) Mitigation

Hab-1 Wildlife Movement Corridors: The Certificate Holder shall locate primary Project components, specifically turbines, solar arrays, and BESS, outside of movement corridors modeled in Washington Wildlife Habitat Connectivity Working Group (2013) as medium to very high linkage. The Certificate Holder shall locate secondary Project components, such as roads, transmission lines, substations, MET and ADLS towers, and laydown yards, outside of corridors modeled as high to very high linkage unless co-located with existing infrastructure, such as roads or transmission corridors. The Certificate Holder shall provide rationale to EFSEC for any secondary components to be sited within medium to very high linkage movement corridors, and a Corridor Mitigation Plan shall be required that describes:

- Extent of direct and indirect habitat impact within the movement corridor
- Proposed measures to be implemented to reduce potential impacts on movement corridors (e.g., habitat enhancements to promote continued use of corridors)
- Proposed features (e.g., open-bottom culverts) to accommodate wildlife movement for linear Project components (e.g., roads, powerlines)
- Proposed restoration in movement corridors following Project decommissioning
- Performance standards to assess the effectiveness of mitigation measures and restoration
- Methods to monitor and measure performance standards

The Corridor Mitigation Plan shall be developed in consultation with the PTAG and reviewed and approved by EFSEC prior to implementation. Results of corridor monitoring shall be reviewed annually with the TAC to evaluate the effectiveness and apply additional measures if necessary. Data shall be provided to EFSEC with additional mitigation measures for review and approval prior to implementation.

Rationale: This mitigation measure reduces potential Project related barriers to wildlife movement while allowing for continued monitoring and adaptive management of potential Project related barriers.

Hab-2 Canyon Crossings: Transmission line crossings of canyons and draws shall be minimized. Where crossings are required, the Certificate Holder shall provide EFSEC with rationale for the crossings and propose additional mitigation measures to reduce potential barriers to movement (e.g., retaining vegetation under transmission lines) and wildlife collisions (e.g., installing flight diverters on overhead lines). EFSEC will approve the final transmission line layout, mitigation, and adaptive management strategy.

Rationale: This mitigation reduces potential Project related barriers to wildlife movement while allowing for continued monitoring and adaptive management of potential Project related barriers.

Hab-3 Temporary Laydown Areas: Temporary laydown areas shall be situated out of native shrub-steppe habitat. Where temporary disturbance of shrub-steppe habitat is required, the Certificate Holder shall provide EFSEC with rationale and propose additional mitigation measures to reduce habitat loss.

Rationale: This mitigation measure avoids and reduces impacts to habitat while allowing for adaptive management of potential Project related habitat loss.

Hab-4 Establish PTAG and TAC: The Certificate Holder, in consultation with EFSEC, shall establish a PTAG and TAC. The PTAG shall be established at least one year prior to construction and will be responsible for reviewing and providing technical advice on documents produced by the Certificate Holder related to wildlife and wildlife habitat. The PTAG will also provide advice on adaptive management. The PTAG will be responsible for, at a minimum:

- Reviewing and providing technical advice on Project wildlife and habitat management plans (e.g., ferruginous hawk management plan)
- Reviewing and providing advice to EFSEC on pre-design and pre-construction data collection requirements to address Project mitigation measures and conditions of management plans
- Reviewing and providing advice to EFSEC on the final Project design

- Advising on thresholds to be applied to the Project that will trigger the requirement for additional mitigation measures

The Certificate Holder, in consultation with EFSEC, shall establish a TAC prior to Project operation. The PTAG will cease to exist once the Certificate Holder has completed all planned construction and will be replaced by the TAC, which will exist for the life of the Project. The TAC will be responsible for, at a minimum:

- Advising on the monitoring of mitigation effectiveness and reviewing monitoring reports
- Advising on additional or new mitigation measures that will be implemented by the Certificate Holder to address exceedances of thresholds
- Reviewing the results of annual data generated from surveys and incidental observations and providing recommendations for alternative mitigation and adaptive management strategies, as well as advising on aspects of existing mitigation that are no longer needed.

The PTAG and TAC may include representation by WDFW, the Washington Department of Natural Resources, interested tribes, Benton County, and the USFWS. The PTAG and TAC may also include local interest groups, not-for-profit groups, and landowners. The exact composition of the PTAG and TAC will be determined through discussions between the Certificate Holder and EFSEC and will depend on the relevance and/or availability of proposed members.

Rationale: This mitigation measure avoids and reduces impacts on wildlife and habitat, including habitat loss, wildlife disturbance, barriers to movement, and wildlife mortality. Further the mitigation measure will allow for continued monitoring and adaptive management of potential Project-related impacts.

Hab-5 Indirect Habitat Loss Management Plan: As noted by the Certificate Holder, the Project is expected to result in indirect habitat loss through loss of habitat function and changes in wildlife behavior in response to the Project. Further, as noted by the Certificate Holder, WDFW guidelines require that compensatory habitat mitigation must fully offset the loss of habitat function and value. To address indirect habitat loss associated with the Project, the Certificate Holder shall develop an Indirect Habitat Loss Management Plan that addresses potential indirect habitat loss resulting from the Project. The Certificate Holder shall work with the PTAG during the development of the Indirect Habitat Loss Management Plan (IHLMP) for review and approval by EFSEC. EFSEC and the PTAG will review the IHLMP prior to its implementation. The IHLMP shall be provided to the PTAG for review 90 days prior to construction.

The objectives of the IHLMP will be to identify a Project-specific ZOI and required mitigation based on the Project-specific ZOI. The Project-specific ZOI will be developed based on Project conditions and may differ from the ZOI presented in the EIS. The IHLMP shall include:

- A description of the study's purpose and objectives
- A description of methods to define Project-specific ZOIs (e.g., gradient analysis, nest density)
- A description of data requirements to establish Project-specific ZOIs and field programs that will be implemented (pre-construction and post-operation)
- A description of the duration of studies required to establish Project-specific ZOIs
- A description of criteria to be used to compensate for loss of habitat function and value
- An environmental effectiveness monitoring strategy of compensatory habitat to ensure that the habitat meets success criteria

The IHLMP shall also include a series of compensatory site-selection criteria, developed in consultation with the PTAG. The selection criteria will be used to evaluate candidate habitat compensation habitats. Habitats that achieve more of the criteria will be identified as the preferential sites. Selection criteria shall include, at a minimum:

- Proximity to the Lease Boundary (e.g., hierarchy of preferences with respect to location— within the Lease Boundary being the highest priority, adjacent to the Lease Boundary being the second highest priority, and off site being the third priority)

- Protection of existing native shrub-steppe or grassland habitats
- Encompassing sensitive or important wildlife habitat (e.g., mapped movement corridors, ferruginous hawk core habitat, HCAs, areas of high prey abundance)
- Proximity to Project infrastructure

Rationale: This mitigation measure avoids and reduces disturbance to wildlife (indirect habitat loss) while allowing for ongoing monitoring, adaptive management, and offsetting of potential Project related impacts.

Hab-6 Project Layout & Design: The Certificate Holder shall work with EFSEC, with advice from the PTAG, on the development of the final Project layout and design, including the application of Certificate Holder commitments and recommended mitigation measures.

Rationale: This mitigation measure avoids and reduces potential habitat loss and disturbance to wildlife (indirect habitat loss).

Hab-7 Decommissioning Roadway Requirements: All roadways constructed for the Project during the construction and operation phases shall be removed and restored during decommissioning. The Certificate Holder shall provide EFSEC with rationale and propose additional mitigation measures if roadways are not decommissioned post-operation.

Rationale: This mitigation measure restores habitat post-operation and reduces habitat loss.

Hab-8 Indirect Habitat Loss Compensation: The Certificate Holder shall be required to provide compensation habitat loss and alteration (indirect habitat loss) (See Hab-5, Veg-4) through one or more actions of land acquisition, onsite easement and restoration (excluding areas impacted by the project such as temporary laydowns), and/or fee-based mitigation.

The Certificate Holder shall prioritize development of conservation easements (Option 1¹ in the Certificate Holder's Draft Wildlife and Habitat Mitigation Plan) and shall compensate for the remaining permanent and altered (indirect) impacts by providing money to WDFW, or a third party identified by WDFW, and agreed to by EFSEC, to purchase other lands suitable as in-kind and/or enhancement mitigation. The Certificate Holder shall provide EFSEC, for review and approval, with rationale for fee-based mitigation (Options 2 and 3 in the Certificate Holder's Draft Wildlife and Habitat Mitigation Plan) including a description of how much compensatory habitat will be addressed through Option 1 (conservation easement) and rationale for why fee-based mitigation is required.

The fee-based mitigation includes a per acre fee that shall be determined by market rates and land sales within the general vicinity of the Lease Boundary for lands containing comparable habitat types and quality present within the Lease Boundary. The per acre fee shall be developed by the Certificate Holder in consultation with WDFW and approved by EFSEC. The Total Financial Obligation (TFO) shall be determined by multiplying the cost per acre by the total Compensatory Mitigation Acres (CMA) remaining after the application of Option 1 mitigation strategy and shall include a one-time 15% premium to cover administration and management costs for the purchased lands. The TFO for compensatory mitigation shall be determined and agreed to by EFSEC 90 days before construction. If construction has not begun within 12 months of the approval of the TFO, the TFO identified shall expire and be recalculated prior to beginning construction. The TFO shall be calculated based on the following: *Average Comparable Land Sale Cost (per acre) * (CMA-Option 1 Acres) * 1.15 = TFO* In addition to the wildlife and habitat mitigation measures, the following measures developed for the Vegetation chapter are applicable to wildlife and habitat.

Rationale: This mitigation measure clarifies the process to be followed in selection of offsetting habitat.

¹ Certificate Holder's Draft Wildlife and Habitat Mitigation Plan identifies three compensation options: Option 1 – Conservation easement within or adjacent to the Lease Boundary; Option 2 – Annual fee or lump sum payment provided to WDFW; Option 3 – payment to local land trusts, conservation organizations, or local tribes to support conservation projects.

C. Special Status Species (Spec) Mitigation

Spec-1: Striped Whipsnake & Sagebrush Lizard: The Certificate Holder shall conduct pre-construction surveys for sensitive reptile species prior to alteration or destruction of suitable habitat such as areas within the Lease Boundary identified as core habitat in GAP mapping, as well as shrubland (e.g., shrub-steppe, rabbitbrush). WDFW shall be contacted prior to undertaking these surveys.

If these species are identified through pre-construction surveys, the Certificate Holder shall prepare a Reptile Management Plan to reduce potential impacts on habitat, mortality, and barriers to movement. The Reptile Management Plan shall describe:

- How the Certificate Holder will avoid suitable habitat, including where the species were observed
- How the Certificate Holder will implement management recommendations in Larsen (1997)
- How the Certificate Holder will maintain rodent burrows in suitable reptile habitat (e.g., shrub-steppe)
- Additional mitigation measures to reduce potential mortality of these species during the construction and operation stages of the Project

The Reptile Management Plan shall be reviewed by the PTAG and approved by EFSEC prior to initiation of construction. Survey results and proposed adaptive management shall be reviewed by the PTAG and approved by EFSEC prior to implementation (see Hab-4).

Rationale: This mitigation measure avoids and reduces potential striped whipsnake and sagebrush lizard habitat loss and mortality while allowing for adaptive management throughout Project construction and operation.

Spec-2: American White Pelican: The Certificate Holder shall maintain a database of American white pelican observations within the Project Lease Boundary. Observational data shall be reviewed with the TAC annually, and additional survey strategies shall be applied as needed to inform adaptive management.

Rationale: This mitigation measure allows for adaptive management of potential American white pelican mortality through Project operation.

Spec-3: Eagles: The Certificate Holder shall obtain any required federal approvals. The Certificate Holder shall continue ongoing coordination with the USFWS (Eagle Coordinator, Columbia Pacific Northwest Region) regarding an eagle take permit for incidental take of bald and golden eagles and shall continue to evaluate eagle risk to determine if an eagle take permit is appropriate considering the use of the Project by bald and golden eagles.

The Certificate Holder shall apply WDFW-recommended buffers for bald eagle and golden eagle nests (Larsen et al. 2004):

- Bald eagle – protected zone (400 feet) and conditioned zone (up to 800 feet beyond the protected zone)
- Golden eagle – 1.9 miles

Rationale: This mitigation measure avoids and reduces potential disturbance of eagle nests and eagle mortality.

Spec-4: Burrowing Owl: The Certificate Holder shall conduct burrowing owl surveys within areas of direct loss (permanent, temporary, and modified) and associated ZOIs. The results of these surveys shall be provided to the PTAG and EFSEC and used to inform the final Project layout.

Active burrows shall be retained and satellite burrows with characteristics used by burrowing owls shall be avoided where feasible to maintain habitat capacity.

WDFW-recommended seasonal buffers (0.5 miles) shall be applied around burrowing owl nests to avoid disturbing nesting burrowing owls, if present (Larsen et al. 2004). Seasonal buffers (February 15 to September 25) shall be applied during construction and for temporary disturbances, such as periodic maintenance, during operation.

If active burrowing owls are identified within the Lease Boundary, the Certificate Holder shall develop a species-specific management plan that describes:

- The location of active burrows
- How active burrows will be avoided through re-alignment or reconfiguration of Project features.
- Additional mitigation measures that will be applied where disturbance to active burrows is expected (e.g., construction of artificial burrows)
- Additional mitigation measures that will be applied during operation if burrowing owl mortalities are recorded.
- How ongoing monitoring of active burrows will be undertaken.

The Burrowing Owl Management Plan shall be reviewed by the PTAG and approved by EFSEC prior to initiation of construction. Survey results and proposed adaptive management shall be reviewed by the PTAG and approved by EFSEC prior to implementation (see Hab-4).

The Certificate Holder shall monitor access roads for burrowing owl use and mortalities. Mortalities shall be reported to the PTAG or TAC (depending on the Project phase) and EFSEC within 5 days of the observation. Incidental observations of burrowing owl use shall be provided to the PTAG (construction) or TAC (operation) on an annual basis.

Rationale: This mitigation measure avoids and reduces potential loss of burrowing owl habitat, disturbance to burrowing owls, and burrowing owl mortality, while allowing for adaptive management throughout Project construction and operation.

Spec-5: Ferruginous Hawk: The Certificate Holder shall not site any wind turbines within core habitat in ferruginous hawk territories, defined as the area within a 2-mile radius surrounding ferruginous hawk nests in PHS data at the time SCA execution and any nests added to the PHS data between SCA execution and the time of construction and in Horse Heaven Wind Farm, LLC (2022). Other primary Project components, specifically solar arrays and BESS, shall not be sited within 0.5 miles of a documented ferruginous hawk nest. Siting of solar arrays or BESS within 0.5-2 miles of a known ferruginous hawk nest or secondary project components (i.e., roads, transmission lines, substations, etc.) within 2 miles of a documented nest may be considered if the Certificate Holder is able to demonstrate that the nest site and foraging habitat is no longer available to the species and that compensation habitat, as described below, will provide a net gain in ferruginous hawk habitat. Habitat considered no longer available for ferruginous hawk would include habitat that has been altered by landscape-scale development (cropland conversion, residential development, industrial development) rendering the territory non-viable. This could include habitats that have been altered such that no native or foraging habitat remains and no nesting structures exist. Any Project infrastructure to be sited within 2 miles of a ferruginous hawk nest will require prior approval by EFSEC based on the process described below.

The extent of Project component encroachment into 2-mile core habitat may vary depending on the type of infrastructure proposed (e.g., solar array, power line, road). If encroachment is considered by the Certificate Holder, the Certificate Holder shall provide the PTAG and EFSEC with:

1. A set of habitat parameters, developed in consultation with the PTAG for approval by EFSEC, to document whether habitat in a core range is consider non-viable. The results of habitat surveys shall be reviewed by the PTAG and approved by EFSEC.

2. A description of the current nesting habitat available and a description of documented use of the core habitat by ferruginous hawk available through historic background information or field-based surveys.
3. A description of the type and location of infrastructure proposed within the core habitat.
4. The proximity of infrastructure to any known nest site or suitable foraging habitat.

In the event that a Project component is proposed for siting within the 2-mile buffer, the Certificate Holder shall, in consultation with the PTAG for approval by EFSEC, develop a Project-specific ferruginous hawk mitigation and management plan:

1. A description of efforts to site Project infrastructure to avoid core habitat, identified as the area within 2 miles of nests documented in PHS data and Horse Heaven Wind Farm, LLC (2022):
 - a. If Project components are sited within 2 miles of a ferruginous hawk nest, the infrastructure shall be reviewed by the PTAG and approved by EFSEC.
 - b. The plan shall explain how and where the Certificate Holder will create offsetting habitat for direct and indirect habitat loss within the 2-mile core habitat of ferruginous hawk nests documented in PHS data and in Horse Heaven Wind, LLC (2022).
2. A description of when construction activities will be undertaken to avoid sensitive timing periods for ferruginous hawk.
3. A description of pre- and post-monitoring programs that will be conducted to establish:
 - a. Habitat use within the Lease Boundary.
 - b. Mapping of ground squirrel colonies and other prey items.
 - c. Identification of potential flyways between nest sites and foraging habitat.
 - d. Ongoing monitoring of nest use and territory success.
4. A description of restoration activities that will be undertaken in disturbed areas to enhance ferruginous hawk habitat during Project decommissioning.

Results of ferruginous hawk monitoring programs and adaptive management will continue through Project operation and decommissioning with review by the TAC and approval by EFSEC.

Rationale: The mitigation measure avoids and reduces potential loss of ferruginous hawk habitat, disturbance to ferruginous hawk, and ferruginous hawk mortality, while allowing for adaptive management throughout Project construction and operation.

Spec-6: Great Blue Heron, Sandhill Crane, & Tundra Swan: The Certificate Holder shall maintain a database of incidental observation of great blue heron, sandhill crane, and tundra swan foraging within the Lease Boundary during operation. Observational data and proposed adaptive management strategies shall be reviewed with the TAC annually (see Hab-4).

The Certificate Holder shall reduce the use of overhead power lines, where possible.

The Certificate Holder shall apply buffers recommended in Larsen et al (2004) sandhill crane feeding areas (0.5 miles) and roosting areas (0.3 miles), if documented in the Lease Boundary.

Rationale: The mitigation measure avoids and reduces potential disturbance to and mortality of great blue heron, sandhill crane and tundra swan, while allowing for adaptive management throughout Project construction and operation.

Spec-7: Loggerhead Shrike, Sagebrush Sparrow, Sage Thrasher, & Vaux's Swift: The Certificate Holder shall maintain connectivity between natural habitat patches to reduce potential habitat loss and fragmentation. The Certificate Holder shall restore areas with shrubs, where feasible, to reduce potential habitat loss. The Certificate Holder shall avoid the use of insecticides and herbicides to reduce potential mortality and loss of prey items.

The Certificate Holder shall retain trees, shrubs, and hedgerows, as feasible, to reduce habitat loss.

The Certificate Holder shall consult with the PTAG and TAC and EFSEC if suitable habitat for loggerhead shrike, sagebrush sparrow, and sage thrasher cannot be avoided. If suitable habitat cannot be avoided, the Certificate Holder shall, in consultation with the PTAG for approval by EFSEC, develop nest set back buffers that are supported by literature to be applied during clearing and grubbing activities.

The Certificate Holder shall avoid clearing and grubbing during the active nesting period to reduce potential destruction of active nests and disturbance of nesting birds. If clearing and grubbing occurs during the nesting season, the Certificate Holder shall conduct pre-clearing surveys for active nests and maintain appropriate setback buffers around active nests.

Observational data and proposed adaptive management strategies will be reviewed with the TAC annually (see Hab-4).

Rationale: This mitigation measure avoids and reduces potential habitat loss, habitat fragmentation, and mortality to avoid and reduce impacts on loggerhead shrike, sagebrush sparrow, sage thrasher, and Vaux's swift. The measure allows for adaptive management throughout Project construction and operation.

Spec-8: Prairie Falcon: The Certificate Holder shall conduct pre-construction surveys for prairie falcon nests for construction work proposed during the prairie falcon nesting season and the winter season preceding the start of construction and maintain a seasonal buffer of 2,640 feet from active nest sites (Larsen et al. 2004) to reduce potential destruction or disturbance of active nests.

Observational data and proposed adaptive management strategies will be reviewed with the TAC annually (see Hab-4).

Rationale: This mitigation measure avoids and reduces potential disturbance to prairie falcon, and prairie falcon mortality, while allowing for adaptive management throughout Project construction and operation.

Spec-9: Ring-necked Pheasant: The Certificate Holder shall consider using native grasses and legumes that support ring-necked pheasant in seed mixes applied during post-construction restoration of temporary disturbances and decommissioning to reduce potential habitat loss (Larsen et al. 2004).

Observational data and proposed adaptive management strategies will be reviewed with the TAC annually (see Hab-4).

Rationale: This mitigation measure reduces potential loss of ring-necked pheasant habitat and allows for adaptive management throughout Project construction and operation.

Spec-10: Black-tailed Jackrabbit & White-tailed Jackrabbit: The Certificate Holder shall conduct surveys for jackrabbit in suitable habitat identified through GAP predictive mapping.

If jackrabbits are identified, the Certificate Holder shall develop and implement a management plan with additional mitigation measures to reduce potential loss of habitat supporting jackrabbits.

Observational data and proposed adaptive management strategies will be reviewed with the TAC annually (see Hab-4).

Rationale: This mitigation measure reduces potential loss of black-tailed and white-tailed jackrabbit habitat, indirect habitat loss, habitat fragmentation, and mortality, while allowing for adaptive management throughout Project construction and operation.

Spec-11: Townsend's Big-eared Bat: The Certificate Holder shall restrict bat access to open water if the water could be contaminated.

The Certificate Holder shall retain old buildings, outbuildings, and trees where feasible.

The Certificate Holder shall report mortalities of Townsend's big-eared bat to EFSEC and the TAC. Bat mortality data and adaptive management strategies will be reviewed with the TAC annually (see Hab-4).

Rationale: This mitigation measure reduces potential loss of Townsend's big-eared bat habitat and mortality and allows for adaptive management throughout Project construction and operation.

Spec-12: Townsend's Ground Squirrel: The Certificate Holder shall conduct surveys for Townsend's ground squirrel colonies within the Lease Boundary in areas of the Project disturbance footprint to inform final design.

The Certificate Holder shall avoid habitat loss within Townsend's ground squirrel habitat concentration areas, as well as known colonies, in final design. Additional Townsend's ground squirrel colonies identified through surveys shall be shown on Project mapping. If Project components are required in habitat concentration areas (rated as medium or greater) or near known colonies, the Certificate Holder shall prepare a species-specific management plan for areas where avoidance is not feasible. This plan shall provide rationale for why colonies cannot be avoided and shall detail additional mitigation measures to reduce impacts to Townsend's ground squirrel. Additional mitigation measures may include identification of setbacks, colony monitoring, habitat restoration, colony relocation, and reconstruction of habitat features. The plan shall also describe monitoring and adaptive management measures to be implemented during Project operation. The plans shall be provided and discussed with the PTAG, and approved by EFSEC, if avoidance of identified ground squirrel colonies is not feasible.

Observational data and adaptive management strategies will be reviewed with the TAC annually.

Rationale: This mitigation measure reduces potential loss of Townsend's ground squirrel habitat, disturbance of squirrel colonies, and Townsend's ground squirrel mortality, while allowing for adaptive management through Project construction and operation.

Spec-13: Pronghorn Antelope: The Certificate Holder shall limit fencing where feasible (e.g., around solar arrays). Final fencing layouts and design, including use of non-barbed-wire security fencing, shall be provided to the PTAG and EFSEC with rationale for fencing requirements.

The Certificate Holder shall design and implement a study of seasonal pronghorn antelope occurrence and use of the Lease Boundary before construction and during operation to document the change, if any, of pronghorn antelope presence, abundance, and habitat use within the Lease Boundary. The PTAG will review and provide input to the study design. The results of the study will be used to develop adaptive management measures to respond to changes in pronghorn antelope habitat use. Survey results and proposed adaptive management will be reviewed by the PTAG and TAC prior to implementation (see Hab-4).

The Certificate Holder shall maintain a potentially confidential database of pronghorn antelope observations, including details such as numbers, location, age, and sex, and shall make this database available to WDFW, EFSEC, and the Yakama Nation.

Rationale: This mitigation measure reduces potential disturbance to pronghorn antelope and barriers to pronghorn antelope movement, while allowing for adaptive management throughout Project construction and operation.

6. Energy and Natural Resources (ENR)

ENR-1 Water Source: The Certificate Holder shall provide an executed agreement to EFSEC that identifies the source and quantity of water intended to be supplied to the Project prior to its construction, operation, and decommissioning.

Rationale: Provides verification that water being used by the Project is originating from a sustainable source.

ENR-2 High-efficiency Electrical Requirements: The Certificate Holder shall install high-efficiency electrical fixtures and appliances in the O&M facility, BESS, and substations to reduce energy needs for the Project's operations stage.

Rationale: Reduces the Project's demands on energy and natural resources.

ENR-3 High-efficiency Security Lighting: The Certificate Holder shall install high-efficiency security lighting to reduce energy needs for the Project's operations stage.

Rationale: Reduces the Project's demands on energy resources.

ENR-4 Low-water Toilets: The Certificate Holder shall install low-water-use flush toilets in the O&M facilities to reduce the Project's water requirements during its operations stage.

Rationale: Reduces the Project's demands on water resources.

ENR-5 Recycle Wash Water: The Certificate Holder shall capture and recycle wash water to reduce the Project's water requirements during its operations stage.

Rationale: Reduces the Project's demands on water resources.

ENR-6 Component Recycling: To retrieve as much of the natural resources used in construction and operation of the Project as possible, the Certificate Holder shall demolish and recycle all components of the Project that have the potential to be used as raw materials in commercial or industrial applications. For any Project components that the Certificate Holder deems non-recyclable, the rationale for that determination shall be presented to EFSEC for approval prior to the disposal of the components. If the Certificate Holder intends to leave any portion of the facility, including concrete foundations, they must submit a request to EFSEC in an update to their decommissioning plan.

Rationale: Reduces the Project's demands on natural resources.

7. Land and Shoreline Use (LSU) Mitigation

LSU-1 Livestock Management Plan: The Certificate Holder shall prepare a livestock management plan with property owners and livestock owners to control the movement of animals within the Lease Boundary during construction, operation, and decommissioning.

Rationale: To limit conflicts between the Project and farmers and ranchers.

LSU-2 Dryland Farming Management Plan: The Certificate Holder shall prepare a dryland farming management plan for construction, operation, and decommissioning that outlines communication requirements between the Certificate Holder and the land owners. The plan shall establish work windows that will allow farmers uninterrupted access to their fields for dryland wheat planting and harvesting.

Rationale: To limit conflicts between the Project and farmers and ranchers.

LSU-3 Livestock Management: The Certificate Holder shall be responsible for ensuring that arrangements for the removal of all livestock have been made during Project construction and decommissioning.

Rationale: To limit conflicts between the Project and farmers and ranchers.

LSU-4 Temporary Disturbance Restoration: After construction is completed, the Certificate Holder shall restore all temporary disturbance areas to their preconstruction status.

Rationale: This measure will allow the areas of temporary disturbance within the Lease Boundary to return to their preconstruction agricultural production levels as soon as possible.

LSU-5 Site Restoration Plan: Prior to decommissioning, the Certificate Holder shall submit a Detailed Site Restoration Plan, per WAC 463-72-050, for restoring the site to its preconstruction character. The Certificate Holder will be responsible for working with the landowner to return all agricultural land to its preconstruction status. If future site conditions or land ownership no longer allows for the land to be returned to agricultural production, the Certificate Holder shall submit a request to EFSEC for an alternative land use that shall be in alignment with the Lease Boundary's preconstruction rural character and resource value. If the Detailed Site Restoration Plan requests an alternative land use, EFSEC may require that the Certificate Holder provide additional mitigation to offset impacts from a permanent conversion of the land.

Rationale: This measure will assist in preventing conversion of a land use that is not in alignment with the Lease Boundary's current designation.

8. Historic and Cultural Resources (CR)

CR-1 Traditional Cultural Properties Mitigation: Ongoing engagement with affected Tribes could facilitate mitigation of any potential impacts on TCPs. Tribal review of site/engineering plans could provide input to guide design and avoidance, without confidential disclosure of locations. This engagement shall also include opportunities for identified stakeholders to evaluate the effectiveness of any implemented mitigation measures throughout the Project's lifecycle.

Appropriate mitigation measures may include (but are not limited to) the demarcation of "no-go," culturally sensitive areas to be avoided by contractors throughout the life of the Project, including redesign, refinement, and/or maintenance. The demarcation of culturally sensitive areas could also facilitate safe access to TCPs and/or other places of cultural significance for Tribes. If appropriate, the implementation of environmental enhancement measures (e.g., planting and/or screening) or the protection of certain aspects of the environmental setting may be considered in coordination with affected Tribes.

The CTUIR proposed several mitigation strategies (CTUIR 2021a, 2021b). Potential mitigation strategies include:

- Enable continued access for Tribes through an Access Agreement (e.g., continued access to First Foods).
- Create protections for natural resources that support First Foods procurement (e.g., preserve landforms, practice responsible stream management, avoid negative impacts on pollinator species).
- Perform off-site mitigation, including education and outreach work, to assist Tribes in the perpetuation of oral history and legends that would have been taught in-situ in the Area of Analysis; engage with Tribes on appropriate rehabilitation (closure) strategies for the safeguarding of viewshed and cultural landscapes.
- Include Tribal representatives during any ground-disturbing activities (Cultural Resource Monitor).
- Develop an agreement with the Tribes in anticipation of a time when the wind farm will be considered for disassembly to restore the landscape and viewshed.

Rationale: This measure will provide affected Tribes with an opportunity to continue discussions with the Certificate Holder and EFSEC throughout the life of the Project to identify and adapt mitigation practices to reduce impacts to TCPs.

CR-2 Archaeological and Architectural Resources Mitigation: Table 4.9-9 of Section 4.9 sets out proposed mitigation measures for historic and cultural resources potentially impacted by the Project. Any mitigation strategies shall be detailed in an agreement document between EFSEC, Washington State Department of Archaeology and Historic Preservation (DAHP), the Tribes, and the Project proponent.

Mitigation measures are intended to minimize impacts on historic and cultural resources with elevated sensitivity (precontact archaeological resources, National Register of Historic Places (NRHP)-eligible historic-period archaeological resources, TCPs, and unidentified historic and cultural resources), primarily through avoidance. If avoidance is not possible, the mitigation clarifies which resources will require a DAHP permit prior to disturbance. Mitigation measures also identify instances where engagement with DAHP, Tribes, and/or landowners shall be required.

Rationale: This measure will provide the Certificate Holder with instruction on how to avoid, minimize, or mitigate for any impacts to identified archaeological and architectural resources.

Table CR-2 Summary of Recommendations for Archaeological and Architectural Resources Potentially Impacted by the Project

Resource ID	Resource Type	Resource Sensitivity	Required Mitigation If Avoidance Not Possible
<ul style="list-style-type: none"> ■ 45BN2092 ■ 45BN2146 	Archaeological Resources Precontact Isolates	Avoidance requested and recommended	<ul style="list-style-type: none"> ■ DAHP permit not required for disturbance ■ Further coordination with Tribes and DAHP
<ul style="list-style-type: none"> ■ 45BN261 ■ 45BN2090 ■ 45BN2153 (precontact component) 	Archaeological Resources: Precontact or multicomponent sites	Avoidance requested and recommended DAHP-issued permit required prior to disturbance	<ul style="list-style-type: none"> ■ Further coordination with Tribes and DAHP
<ul style="list-style-type: none"> ■ 45BN2081 ■ 45BN2082 ■ 45BN2083 ■ 45BN2084 ■ 45BN2086 ■ 45BN2088 ■ 45BN2091 ■ 45BN2093 ■ 45BN2138 ■ 45BN2139 ■ 45BN2144 ■ 45BN2150 ■ 45BN2155 ■ 45BN2156 ■ 45BN2157 ■ 45BN2158 ■ 45BN2163 	Archaeological Resources: Historic-Period Sites and Isolates	Determined not eligible for the NRHP	<ul style="list-style-type: none"> ■ None

Table CR-2 Summary of Recommendations for Archaeological and Architectural Resources Potentially Impacted by the Project

Resource ID	Resource Type	Resource Sensitivity	Required Mitigation If Avoidance Not Possible
<ul style="list-style-type: none"> ■ 45BN205 ■ 45BN2085 ■ 45BN2087 ■ 45BN2089 ■ 45BN2140 ■ 45BN2141 ■ 45BN2142 ■ 45BN2143 ■ 45BN2145 ■ 45BN2147 ■ 45BN2148 ■ 45BN2149 ■ 45BN2151 ■ 45BN2152 ■ 45BN2153 (historic component) ■ 45BN2154 ■ 45BN2159 ■ 45BN2160 ■ 45BN2161 ■ 45BN2162 	<p>Archaeological Resources (Historic Sites)</p>	<p>Unevaluated for the NRHP</p>	<ul style="list-style-type: none"> ■ DAHP permit required prior to any disturbance ■ Evaluate site for NRHP eligibility
<ul style="list-style-type: none"> ■ 667765 (Nine Canyon Road) ■ 721665 (McNary–Badger Canyon No. 1 Transmission Line) ■ 722996 (147407 E. Beck Road Residence) ■ 724939 (Farmhouse and Garage) ■ 724940 (Shop) ■ 724941 (Machine Shed) ■ 724942 (Grain Elevator and Grain Storage Silos) 	<p>Architectural Resources</p>	<p>Determined not eligible for the NRHP</p>	<ul style="list-style-type: none"> ■ Notify DAHP of any anticipated physical impacts

Table CR-2 Summary of Recommendations for Archaeological and Architectural Resources Potentially Impacted by the Project

Resource ID	Resource Type	Resource Sensitivity	Required Mitigation If Avoidance Not Possible
<ul style="list-style-type: none"> ■ 721666 (McNary–Franklin No. 2 Transmission Line) ■ 722995 (Grain elevator) ■ 724937 (Nicoson Road Farmstead Barn Storage Building) ■ 724938 (Nicoson Road Farmstead Cribbed Grain Elevator) 	Architectural Resources	Determined eligible for the NRHP	<ul style="list-style-type: none"> ■ Notify DAHP of any anticipated physical impacts
<ul style="list-style-type: none"> ■ N/A 	Archaeological Resources and Architectural Resources	Unidentified historic and cultural resources	<ul style="list-style-type: none"> ■ DAHP permit required prior to any disturbance to archaeological sites ■ Further coordination with Tribes and DAHP

Notes:

APP = Avoidance and Protection Plan; DAHP = Washington State Department of Archaeology and Historic Preservation; NRHP = National Register of Historic Places; RCW = Revised Code of Washington

9. Visual Aspects, Light and Glare

A. Visual Aspects (VIS) Mitigation

Wind turbines:

VIS-1 Foreground Turbine Locations: Relocate turbines located within the foreground distance zone (0 to 0.5 miles) of non-participating residences to avoid completely dominating views from these highly sensitive viewing locations.

Rationale: This measure will reduce the level of visual contrast and prominence of turbines by requiring them to be sited further away from non-participating residences.

VIS-2 Retain Natural-appearing Agricultural Landscape: Do not place piggyback advertising, cell antennas, commercial messages, or symbols on proposed wind turbines.

Rationale: This measure will reduce the level of visual contrast of turbines by prohibiting advertising elements that would seem out of place when compared to the agricultural landscape.

VIS-3 Turbine Cleaning: Maintain clean nacelles and towers to avoid any spilled or leaking fluids accumulating dirt. When a sufficient number of nacelles and/or towers are noticeably not clean, the deployment of a cleaning crew shall be required.

Rationale: This measure will reduce the level of visual contrast of turbines by ensuring that they remain a clean, consistent white/gray color that is less visually distinct on the existing landscape.

Solar arrays:

VIS-4 Solar Array Vegetation: Avoid complete removal of vegetation beneath solar arrays during construction, where possible. If site grading requires the removal of vegetation, the area will be revegetated and maintained during Project operation (BLM 2013).

Rationale: This measure will reduce the level of visual contrast between areas of exposed soil and adjacent undisturbed areas during Project operation.

VIS-5 Opaque Fencing: Install opaque fencing to directly screen views of the solar arrays where sited within 0.5 miles of linear viewpoints (including the alignment of I-82) or residences.

Rationale: This measure will minimize color contrast between the proposed fencing and the existing landscape, allowing it to blend into the setting more effectively.

Battery Energy Storage System:

VIS-6 Retain Natural-appearing Characteristics: Design BESS to blend with the adjacent agricultural character, including selecting materials and paint colors to reduce contrast with the existing setting.

Rationale: This measure will reduce the level of visual contrast between BESS facilities and the area's agricultural setting as the facilities will mimic design characteristics of agricultural structures in the area.

Substation and transmission lines:

VIS-7 Maximize Span Length: Maximize the span length across highways and other linear viewing locations to decrease visual contrast at the highway crossings.

Rationale: By moving the structures as far from the road as possible, the effect of those structures being located directly adjacent to these linear viewing locations will be reduced.

VIS-8 Visual Clutter: Choose the type of proposed transmission structure (H-frame or monopole) to best match the adjacent transmission lines.

Rationale: This measure will minimize visual clutter from the introduction of different structure types into the landscape.

B. Shadow Flicker (SF) Mitigation

SF-1: Shadow Flicker: The Certificate Holder shall attempt to avoid, minimize, and mitigate shadow flicker at non-participating residences. Shadow flicker can usually be addressed by planting trees, shading windows, or other mitigation measures. As a last resort, the control system of the wind turbine could be programmed to cease operation during brief periods when conditions result in a perceptible shadow flicker. Conditions that would result in perceptible shadow flicker at non-participating residences are expected to be infrequent, only occurring during limited periods with the correct angle of the sun, wind speeds, and unobstructed, clear sky conditions.

Rationale: This measure will reduce the impacts of shadow flicker to non-participating residences by taking preventative actions.

SF-2 Complaint Resolution: The Certificate Holder shall set up a complaint resolution procedure that shall include the following: 1) A 24-hour "hot line" or other form of communication that the public can use to report any undesirable shadow flicker associated with the operation of the wind turbines, with the ability to log the date and time of a complaint. This line of communication shall be maintained for at least one year, at which time it could be reassessed to continue or be terminated; 2) An attempt to contact the complainant within 24 hours; and 3) A requirement to report any complaints and their resolution to EFSEC during monthly reports to the Council.

Rationale: This measure will reduce the impacts of shadow flicker by allowing the Certificate Holder to better track the incidence of occurrence and requiring that they take prompt corrective action.

C. Light (LIG) Mitigation

LIG-1 LEED-certified & Security Lighting: The Project shall be constructed with LEED-certified building exterior(s) and security lighting to minimize vertical and horizontal illuminance.

Rationale: This measure will reduce the impacts of Project lighting at and beyond the Lease Boundary by more effectively focusing lighting on desired areas.

10. Noise and Vibration (N) Mitigation

N-1 Staging Noise: Avoid laydown and equipment storage/parking areas closer than 2,500 feet from the nearest NSR location.

Rationale: These laydown and storage areas will have more noise sources for longer periods of time than other areas; therefore, siting these locations further from NSR locations will limit the sound level and the duration that such equipment could impact an NSR.

N-2 Large Equipment Noise: Limit large, noise-generating equipment operations, such as earth-moving equipment, cranes, and trucks, as outlined in Table 4.11-8, to daytime hours (between 7 a.m. and 10 p.m.), and limit the loudest and most impulsive pieces of construction equipment and activities, such as pile-driver operations and blasting, to typical working hours only: 7 a.m. to 6 p.m., Monday through Saturday.

Rationale: This measure will ensure that a typical workday will not include pile-driver operations or blasting during evening hours (6 p.m. to 10 p.m.) but could include some on-site activities during nighttime hours such as early-morning setup and preparation for the workday. Nighttime operations will be atypical. The purpose is to limit noise impacts during sensitive hours while allowing contractors some flexibility.

N-3 Nighttime Noise: Monitor noise during nighttime construction operations (between 10 p.m. and 7 a.m.), when construction activities have the potential to impact NSRs or reduce activities to ensure that construction noise does not exceed state noise limits.

Rationale: This monitoring will take place throughout the entirety of the nighttime hours or until construction activities cease.

N-4 Noise Complaint Resolution Procedure: Update the Certificate Holder's noise complaint resolution procedure to better address and respond to noise complaints from the public. The updates include the following: a complaint hotline during construction and providing a phone number to be posted on signage throughout the construction project and ensure that current site contact information is maintained with EFSEC. The Certificate Holder shall log all correspondence and promptly follow up with inquiries to provide appropriate resolution. The correspondence and resolutions shall be logged throughout the construction process, and the log shall be made available to EFSEC during routine reporting or upon request. During the operation stage, the site will be staffed and contact information shall be available.

Rationale: This measure will better address and respond to noise complaints from the public.

N-5 Operation Noise Complaint Resolution: Establish a noise complaint resolution procedure similar to that proposed for construction and decommissioning to better address and respond to noise complaints.

Rationale: This measure will better address and respond to noise complaints from the public.

11. Recreation (R) Mitigation

R-1: Recreational Activities: The Certificate Holder shall coordinate with DNR, Benton County, and other entities (i.e., BLM) when appropriate to identify new recreational activities and/or improve existing recreational activities within the Lease Boundary (e.g., multi-use trails). Coordination entities may be consulted for impacts to recreation identified specific to their administered lands. The Certificate Holder shall identify measures for EFSEC's approval prior to the start of construction. EFSEC will be responsible for determining if the Certificate Holder has sufficiently coordinated with all relevant entities that promote recreational activities within the vicinity of the Lease Boundary.

Rationale: To mitigate the potential loss of recreational activities due to the Project.

R-2 Information for Recreationalists: The Certificate Holder shall provide a minimum of five informational boards approved by DNR and EFSEC at viewpoints associated with scenic areas of interest. The construction of the informational boards shall be completed within five years of the beginning of construction.

Rationale: To mitigate the loss of uninterrupted views of scenic viewpoints and provide information to the public regarding the Project, the Project's expected years of operation and the reclamation of the Project. Additionally, photographs of the viewshed prior to the construction of the Project shall be displayed, in color, on the informational boards.

R-3 Recreation Safety Management Plan: To mitigate the loss of safe recreation use for recreation enthusiasts, the Certificate Holder shall attempt to coordinate with local and regional (when appropriate) recreation groups (e.g., the Northwest Paragliding Club, the Tri-City Bicycle Club) to develop and maintain an adaptive safety management plan to continue access to recreation activities in the Lease Boundary while keeping recreation enthusiasts safe. This plan shall identify potential hazards within the Lease Boundary (e.g., construction on or near common bicycle paths, no fly zones, etc.) and provide opportunities to identify or improve other similar recreation use areas to offset any recreation removed from the Project area as a result of the Project. Specific to paragliding, the Certificate Holder shall perform outreach to other regional paragliding entities to share the safety management plan to ensure that recreationists are aware of the limitations the Project creates for safe landing and safe air space. EFSEC will be responsible for determining if the Certificate Holder has sufficiently coordinated with all entities that promote recreational activities within the Lease Boundary.

Rationale: To mitigate the loss of safe use for recreation enthusiasts.

12. Public Health and Safety (PHS) Mitigation

PHS-1: Fire Suppression Aircraft Access: Due to first responder safety concerns, fire suppression aircraft are not anticipated to operate within or in close proximity to the Project footprint. However, in the event of a major wildfire occurring in an area where fire suppression aircraft may need access near the Project, whether related to the Project or resulting from another cause, the Certificate Holder shall shut down turbines temporarily.

Rationale: This mitigation measure will allow access for fire suppression aircraft carrying water and fire suppression chemicals, as needed.

13. Transportation (TR) Mitigation

TR-1 Load Movement: The load movement team shall review the procedures to be followed if the load should become lodged at a crossing and shall review the emergency contact numbers for each crossing daily—that is, before starting travel for the day.

Rationale: Ensures safe practices during the transportation of materials for construction and decommissioning.

TR-2: Train Safety Training: The Certificate Holder shall work with WSDOT and Operation Lifesaver to provide train safety presentations to employees and contractors to increase knowledge regarding train safety, including train track crossings. Since this measure cannot be required by EFSEC, it cannot be considered fully effective mitigation for the purpose of this analysis.

Rationale: Lessens potential collisions at train crossings.

TR-3 Decommissioning Traffic Analysis: A third-party engineer shall provide a traffic analysis prior to decommissioning. The traffic analysis will evaluate all modes of transportation (e.g., waterways, rail,

roads, etc.) used for the movement of people and materials during decommissioning via the haul route(s) in Washington State.

Rationale: Ensures that no changes have occurred since the traffic analysis was originally provided prior to construction.

TR-4 Railroad Crossing Traffic Analysis: All railroad crossing and grade changes shall be included in a route survey performed by a third-party engineer with the Washington Utilities and Transportation Commission participating to determine if current traffic control systems at crossings are appropriate or if additional mitigation is needed prior to decommissioning. The route survey shall include anticipated traffic counts. Since this measure will require the participation of other agencies before it could be implemented, it cannot be considered fully effective mitigation for the purpose of this analysis.

Rationale: Ensures that no changes have occurred since the route survey was originally provided prior to construction.

TR-5 Traffic Analysis – Existing Laws at Decommissioning: The analysis of impacts from decommissioning is based on existing laws and regulations at the time when the Final ASC was submitted to EFSEC. The Certificate Holder shall consult with WSDOT and Benton County on the development of a decommissioning-stage Traffic and Safety Management Plan prior to decommissioning. The Traffic and Safety Management Plan must include a safety analysis of the WSDOT-controlled intersections (in conformance with the WSDOT Safety Analysis Guide) and recommend mitigation or countermeasures where appropriate. The analysis shall review impacts from decommissioning traffic and be submitted to WSDOT for review and comment prior to decommissioning. Since this measure will require the participation of other agencies before it could be implemented, it cannot be considered fully effective mitigation for the purpose of this analysis. EFSEC will work with the identified agencies to facilitate cooperation in implementing this mitigation measure.

Rationale: Ensures that no changes have occurred to the laws and regulations used in this analysis.

TR-6 Additional Route Analysis: The Certificate Holder provided a Traffic Impact Analysis (TIA) with the Final ASC (Horse Heaven Wind Farm, LLC 2023). Oversize truck routes to the Project Area were analyzed using I-82, north through State Route 397, Locust Grove Road, and Plymouth Road. Additionally, the delivery of turbine towers was only analyzed from I-82 to the Locust Grove/State Route 397 exit. The use of additional routes for oversize or overweight deliveries may require supplemental analysis and requires approval by EFSEC.

Rationale: Ensures consistency with state and county transportation plans and codes.

TR-7 Intersection Safety and Mitigation: Coordinate with WSDOT, Benton County, and EFSEC prior to construction and prior to demolition on potential mitigation for intersections with safety concerns.

Rationale: Ensures safe practices during the transportation of materials for construction and decommissioning.

14. Public Services and Utilities (PSU) Mitigation

PSU-1 Component Disposal Procedure: To address the potential for the inappropriate disposal of Project waste, the Certificate Holder shall dispose of all non-recyclable Project components in an appropriately licensed waste disposal facility.

Rationale: This mitigation measure prevents disposal of Project-related wastes in inappropriate landfills or unauthorized facilities.

15. Socioeconomics (Socio-ec) Mitigation

Socio-ec-1: Decommissioning Housing Survey: Prior to decommissioning, the Certificate Holder shall provide an up-to-date analysis on the availability of temporary housing for workers, consistent with the

Washington Department of Labor & Industries guidelines. If sufficient temporary housing for workers is not available, the Certificate Holder shall present EFSEC with options for housing workers from outside the community.

Rationale: This mitigation measure will minimize adverse impacts on the availability of housing for residents of the surrounding communities.

Summary of Milestones and Timing Table

Timing	Mitigation Measure	Milestone	PTAG/TAC review
Construction			
One year prior to construction	Hab-4	Establishment of Pre-operational Technical Advisory Group (PTAG will be replaced by the Technical Advisory Committee upon the onset of operation).	NA
During appropriate season within 1 year prior to construction	Spec-1, 4, 8, 10, 12	Pre-construction surveys	PTAG
180 days prior to construction	Hab-6	Final design	PTAG
90 days prior to construction	Hab-1	Corridor Mitigation Plan, if necessary	PTAG/ TAC
90 days prior to construction	Hab-2	Rationale for and mitigation of canyon and draw crossings	NA
90 days prior to construction	Wild-8	Raptor Nest Monitoring and Management Plan	PTAG
90 days prior to construction	Hab-5	Indirect Habitat Loss Management Plan	PTAG
90 days prior to construction, if needed	Spec-5	Ferruginous hawk Mitigation and Management Plan	PTAG/TAC
60 days prior to initiation of surveys (pre-construction).	Spec-13	Pronghorn antelope seasonal study	PTAG/TAC
60 days prior to construction, if needed	Spec 1, 4, 10, 12	Species specific management plans	PTAG/ TAC
Prior to construction	Wild-5	Flagging sensitive features and habitat	NA
Prior to construction	Wild-9	Pre-construction bird nest surveys, if necessary	NA
Operation			
60 days post-construction	Veg-4	As-built report and offset calculation	NA
Two years after commencement of operation	Wild-1	Review of post-construction fatality monitoring results	PTAG/ TAC
Annually during operation	Wild-6	Review mortality database and provide mitigation	NA
Annually during operation	Spec-2, 4, 6, 7, 8, 9, 12	Incidental databases	TAC
Annually during operation	Spec-11	Townsend's big-eared bat mortality database	TAC
Decommissioning			
60 days prior to initiation of decommissioning	Veg-7	Detailed Site Restoration Plan	NA
60 days prior to initiation of decommissioning	Hab-7	Rationale for and mitigation of remaining roadways, if any	NA

Notes: NA = Not Applicable; PTAG = Pre-operational Technical Advisory Group; TAC = Technical Advisory Committee

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- USDA (U.S. Department of Agriculture). 2012. National Best Management Practices for Water Quality Management on National Forest System Lands. Volume 1: National Core BMP Technical Guide. April 2012.
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- WHCWG (Washington Wildlife Habitat Connectivity Working Group). 2013. Columbia Plateau Ecoregion Connectivity Analysis Addendum: Habitat Connectivity Centrality, Pinch-points, and Barriers/Restoration Analyses. Washington's Department of Fish and Wildlife, and Department of Transportation, Olympia, Washington.

APPENDIX 3
PROJECT LEGAL DESCRIPTION

DRAFT

PROJECT LEASE BOUNDARY LANDOWNER LIST WITH LEGAL DESCRIPTIONS

**Source: Horse Heaven Wind Farm Final EFSEC Application for Site Certification,
September 2023**

Table F-1. Project Lease Boundary – Landowner List with Legal Descriptions

Parcel Number	Owner	Acres ^{1/}	Affected Lands
102782000000000	A G EDWARDS INC,	240	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 2: GOVERNMENT LOT 4 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER. SECTION 11: NORTH ONE HALF AND THE WEST ONE HALF OF THE SOUTHWEST QUARTER. SECTION 11: EAST ONE HALF OF THE SOUTHWEST QUARTER AND THE WEST ONE HALF OF SOUTHEAST QUARTER. TOWNSHIP 7 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN: FRACTIONAL SECTION 7: ALL OF SECTION EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7: THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 1,460 FEET TO A POINT: THENCE NORTHEASTERLY A DISTANCE OF 3,840 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 7, SAID POINT BEING 3,550 FEET NORTHERLY OF SAID SOUTHEAST CORNER OF SAID SECTION 7: THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING.
111781000000000	A G EDWARDS INC,	411	
111783000000000	A G EDWARDS INC,	164	
107791000001000	A G EDWARDS INC,	560	
122781000001000	ABKEN SUSAN L	5	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 22: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF.
122781000002000	ABKEN SUSAN L	5	
122782000001000	ABKEN SUSAN L	5	
103792000001000	BATEMAN FAMILY PROPERTIES LLC (Deed 2019-039821 transfer to Ross Place, Anderson, Carl)	444	TOWNSHIP 7 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN: SECTION 3: PORTION LYING WEST OF OWENS ROAD.
104793000000000	BATEMAN FAMILY PROPERTIES LLC (Deed 2019-039821 transfer to Ross Place, Anderson, Carl)	316	SECTION 4: THE SOUTH HALF, LESS 1.23 ACRES FOR STATE HIGHWAY 12-12-67.
109790000000000	BATEMAN FAMILY PROPERTIES LLC (Deed 2019-039821 transfer to Ross Place, Anderson, Carl)	640	SECTION 9: ALL OF SECTION. SECTION 10: PORTION LYING WEST OF OWENS ROAD.

Parcel Number	Owner	Acres ^{1/}	Affected Lands
110791000001000	BATEMAN FAMILY PROPERTIES LLC (Deed 2019-039821 transfer to Ross Place, Anderson, Carl)	577	
105780000000000	BEIGHTOL ROOT LLC	587	<p>TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 5: ALL OF SECTION, FRACTIONAL LESS 60 FEET TO COUNTY FOR ROAD: LESS THAT PORTION FOR ROAD RIGHT OF WAY, PER QCD AF#2005-011806, 4/15/2005. ALSO LESS THAT PORTION FOR ROAD RIGHT OF WAY, PER QCD AF#2005-011807, 4/15/2005. ALSO LESS THAT PORTION FOR ROAD RIGHT OF WAY, PER QCD AF#2005-011808, 4/15/2005. LESS THAT PORTION FOR ROAD RIGHT OF WAY DESCRIBED AS FOLLOWS; A STRIP OF LAND OF VARIABLE WIDTH SITUATE IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON SAID STRIP BEING MRE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5; THENCE NORTH 02 DEGREES 37' 21" WEST ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1,940.65 FEET; THENCE SOUTH 87 DEGREES 22' 39" WEST 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CLODFELTER ROAD AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING SOUTH 87 DEGREES 22' 39" WEST 5.00 FEET; THENCE NORTH 02 DEGREES 37' 21" WEST 275.00 FEET; THENCE NORTH 24 DEGREES 27' 20" WEST 134.44 FEET; THENCE NORTH 11 DEGREES 46' 57" EAST 180.89 FEET; THENCE NORTH 02 DEGREES 37' 21" WEST 102.36 FEET MORE OR LESS TO A POINT ON THE NORTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 51' 27" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 10.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CLODFELTER ROAD; THENCE SOUTH 02 DEGREES 37' 21" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 676.92 FEET MORE OF LESS TO THE POINT OF BEGINNING AND THE EAST 30.00 OF THE NORTH 676.92 FEET OF SAID NORTHEAST QUARTER. (DESCRIPTION CHANGE PER QCD, AF#2008-004732, 2/22/2008).</p> <p>TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 5: THE WEST HALF AND WEST HALF OF THE EAST HALF. SECTION 8: THE WEST HALF OF THE NORTHEAST QUARTER.</p> <p>TOWNSHIP 8 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN:</p>
105871000002000	BEIGHTOL ROOT LLC	409	
108871000002000	BEIGHTOL ROOT LLC	80	
132883000000000	BEIGHTOL ROOT LLC	319	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			1971 MARLETTE MARLETTE 24 X 59 THE SOUTH 1/2 OF SECTION 32: LESS THAT PORTION FOR ROAD RIGHT OF WAY DESCRIBED AS FOLLOWS; A STRIP OF LAND OF VARIABLE WIDTH SITUATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS; COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES 51' 27" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CLODFELTER ROAD AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION, THENCE SOUTH 89 DEGREES 51' 27" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 10.00 FEET; THENCE NORTH 02 DEGREES 00' 15" WEST 75.00 FEET; THENCE NORTH 07 DEGREES 42' 53" WEST 100.50 FEET; THENCE NORTH 02 DEGREES 00' 15" WEST A DISTANCE OF 200.00 FEET; THENCE NORTH 00 DEGREES 05' 42" WEST 300.17 FEET; THENCE NORTH 02 DEGREES 00' 15" WEST A DISTANCE OF 700.00 FEET; THENCE NORTH 11 DEGREES 05' 40" WEST 506.35 FEET; THENCE NORTH 36 DEGREES 26' 35" WEST A DISTANCE OF 212.19 FEET; THENCE NORTH 02 DEGREES 00' 15" WEST 50.00 FEET; THENCE NORTH 43 DEGREES 48' 10" EAST A DISTANCE OF 251.05 FEET; THENCE NORTH 03 DEGREES 42' 23" EAST 201.00 FEET; THENCE NORTH 02 DEGREES 00' 15" WEST 194.32 FEET MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 36' 52" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CLODFELTER ROAD, THENCE SOUTH 02 DEGREES 00' 15" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 2,669.36 FEET MORE OR LESS TO THE POINT OF BEGINNING, AND THE EAST 30.00 FEET OF THE SOUTHEAST QUARTER. (DESCRIPTION CHANGE FOR ROAD ROW PER QCD, AF#2008-004732, 2/22/2008).
112784000000000	BERRY TRUSTEE VERA L	161	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 12: THE SOUTHEAST QUARTER. SECTION 13: THE NORTH ONE HALF: SOUTH ONE HALF LESS THE WEST HALF OF THE SOUTHWEST QUARTER AND THE NORTH NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 LESS THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 RIGHT OF WAY EASEMENT.TOGETHER WITH THAT PORTION DEFINED AS FOLLOWS SOUTH ONE HALF: PORTION DEFINED AS FOLLOWS: THE WEST HALF OF THE SOUTHWEST QUARTER AND THE NORTH NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
113781000000000	BERRY TRUSTEE VERA L	312	
113783000003001	BERRY VERA L WILKERSON	120	
114781000000000	BERRY TRUSTEE VERA L	322	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			SECTION 14: THE NORTH ONE HALF.
104703000000000	BLAIR JAN W & GAIL	315	TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN:
109701000002000	BLAIR JAN W & GAIL	122	SECTION 4: THE SOUTH ONE/HALF.
119701000000000	BLAIR JAN W & M GAIL	166	SECTION 9: THE NORTH ONE/HALF. LESS THAT PORTION OF SAID SECTION
130701000000000	BLAIR JAN W & M GAIL	485	9 LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: (SURVEY #1521)
133700000000000	BLAIR JAN W & M GAIL	636	<p>THAT PORTION OF THE WEST HALF AND THE NORTHEAST QUARTER OF SECTION 3, THE NORTHWEST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 9 ALL IN TOWNSHIP 7 NORTH RANGE 30 EAST DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3: THENCE NORTH 89 DEGREES 33'57" EAST 2202.09 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT CANAL WHICH HAS A WIDTH OF 75 FEET FROM CENTERLINE: THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 25 DEGREES 59'52" EAST 69.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 64 DEGREES 00'08" EAST 189.60 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE 214.27 FEET: THENCE NORTH 89 DEGREES 15'08" EAST 73.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 00 DEGREES 44'52" EAST 116.00 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE 76.16 FEET: THENCE SOUTH 53 DEGREES 07'52" EAST 317.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 36 DEGREES 52'08" WEST 154.20 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE 89.76 FEET: THENCE SOUTH 19 DEGREES 46'52" EAST 162.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 70 DEGREES 13'08" EAST 189.60 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE 166.62 FEET: THENCE SOUTH 70 DEGREES 07'52" EAST 18.66 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF A COUNTRY ROAD KNOWN AS FINLEY ROAD, WHICH HAS A RIGHT OF WAY WIDTH OF 100 FEET FROM CENTERLINE: THENCE ALONG SAID ROAD RIGHT OF WAY SOUTH 19 DEGREES 34'40" WEST 350.19 FEET TO A CHANGE IN RIGHT OF WAY WIDTH TO 70 FEET FROM CENTERLINE: THENCE SOUTH 70 DEGREES 25'20" EAST 30 FEET: THENCE SOUTH 19 DEGREES 34'40" WEST 455.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 70 DEGREES 25'20" EAST 1978.14 FEET: THENCE SOUTHWESTERLY ALONG SAID CURVE 357.59 FEET: THENCE NORTH 80 DEGREES 46'47" WEST ON A RADIAL LINE 26.02 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION: THENCE SOUTH 00 DEGREES 01'14" WEST 3360.51 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3: THENCE SOUTH 00 DEGREES 05' 19" EAST 2645.70 FEET</p>

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			<p>TO THE CORNER QUARTER OF SAID SECTION 10: THENCE SOUTH 89 DEGREES 03'45' WEST 2670.99 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 10: THENCE SOUTH 88 DEGREES 36'46' WEST 1548.00 FEET TO THE CENTERLINE OF NINE CANYON: THENCE ALONG SAID CENTERLINE NORTH 34 DEGREES 56'35' EAST 428.75 FEET: THENCE NORTH 33 DEGREES 08'59' EAST 128.09 FEET: THENCE NORTH 45 DEGREES 33'31' EAST 647.96 FEET: THENCE NORTH 35 DEGREES 09'22' EAST 1132.00 FEET: THENCE NORTH 26 DEGREES 15'04' EAST 268.78 FEET TO THE EAST LINE OF SAID SECTION 9: THENCE NORTH 00 DEGREES 02'20' EAST 596.35 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10: THENCE NORTH 00 DEGREES 14'19' WEST 5232.84 FEET TO THE SAID POINT OF BEGINNING: LESS ROAD RIGHT-OF-WAY. (DESCRIPTION CHANGE PER AF#2014-006741, 03/25/2014).</p> <p>SECTION 19: PORTION OF THE NORTHEAST QUARTER LYING SOUTH OF 9 MILE CANYON ROAD AND THE SOUTHEAST QUARTER EXCEPT THOSE PORTIONS LYING NORTH OF 9 MILE CANYON ROAD.</p> <p>SECTION 30: THE SOUTH HALF AND THE NORTHEAST QUARTER.</p> <p>SECTION 33: ALL OF SECTION.</p>
115870000000000	BLAKNEY TRUSTEE THOMAS L ET AL	603	<p>TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 15: ALL OF SECTION.</p> <p>SECTION 21: THE SOUTHWEST QUARTER LESS PORTION DEEDED TO BENTON COUNTY FOR ROAD RIGHT OF WAY (TRAVIS RD) PER QCD, AF#2007-039623, 12/7/07.</p> <p>SECTION 22: THE NORTH HALF.</p> <p>TOWNSHIP 9 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 31: THE EAST 339.16 ACRES</p> <p>SECTION 32: THE SOUTHWEST QUARTER.</p>
121873000000000	BLAKNEY TRUSTEE THOMAS L ET AL	161	
122871000000000	BLAKNEY TRUSTEE THOMAS L ET AL	335	
131971000000000	BLAKNEY TRUSTEE THOMAS L ET AL	357	
132973000000000	BLAKNEY TRUSTEE THOMAS L ET AL	166	
103860000000000	CHRISTEN ACRES LLC	550	<p>TOWNSHIP 8 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 3: ALL OF SECTION. FRACTIONAL.</p> <p>SECTION 10: ALL OF SECTION EXCEPT THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER.</p> <p>SECTION 10: THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER.</p> <p>SECTION 14: THE SOUTHEAST QUARTER: EXCEPT THAT PORTION FOR ROAD RIGHT OF WAY, DESCRIBED AS FOLLOWS: A STRIP OF LAND LYING</p>
110861000000000	CHRISTEN ACRES LLC	621	
110864000000000	CHRISTEN ACRES LLC	19	
114864000000000	CHRISTEN ACRES LLC	160	
123860000000000	CHRISTEN ACRES LLC	648	
127961000000000	CHRISTEN ACRES LLC	496	
127963000000000	CHRISTEN ACRES LLC	165	
128961000001000	CHRISTEN ACRES LLC	165	
128961000002000	CHRISTEN ACRES LLC	165	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
134961000000000	CHRISTEN ACRES LLC	327	WEST OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE, SAID LINE BEING THE CENTERLINE TO TYACKE ROAD, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 26 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST COVER OF SAID SECTION 14, SAID POINT BEING THE TRUE POINT OF BEGINNING, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; THENCE NORTH 00°02'17" WEST, 1,826.24, AT THIS POINT THE STRIP OF LAND WIDENS TO 85.00 FEET; THENCE CONTINUING NORTH 00°02'17" WEST, 10.00 FEET, AT THIS POINT THE STRIP OF LAND NARROWS TO 30.00 FEET, THENCE CONTINUING NORTH 00°02'17" WEST, 400.00 FEET, AT THIS POINT THE STRIP OF LAND WIDENS TO 65.00 FEET; THENCE CONTINUING NORTH 00°02'17" WEST 150.00 FEET, AT THIS POINT THE STRIP OF LAND NARROWS TO 30.00 FEET; THENCE CONTINUING NORTH 00°02'17" WEST 158.49 FEET TO THE NORTHEAST CORNER OF SAID SECTION 14 AND THE TERMINUS OF SAID DESCRIBED LINE PER QCD AF#2004-043345, 12/13/2004. SECTION 23: ALL OF SECTION, 640 ACRES MORE OR LESS EXCEPT THAT PORTION FOR ROAD RIGHT OF WAY, DESCRIBED AS FOLLOWS: A STRIP OF LAND LYING WEST OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE, SAID LINE BEING THE CENTERLINE OF TYACKE ROAD, LOCATED IN SECTION 23, TOWNSHIP 8 NORTH, RANGE 26 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 23, SAID POINT BEING THE TRUE POINT OF BEGINNING, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; THENCE NORTH 00°05'33" WEST, 1,493.92 FEET AT THIS POINT THE STRIP BEGINS TO WIDEN; THENCE CONTINUING NORTH 00°05'33" WEST 50.00 FEET, AT THIS POINT THE STRIP IS 45.00 FEET WIDE AND CONTINUES TO WIDEN; THENCE CONTINUING NORTH 00°05'33" WEST, 50.00 FEET, AT THIS POINT THE STRIP IS 55.00 FEET WIDE AND CONTINUES TO WIDEN; THENCE CONTINUING NORTH 00°05'33" WEST, 25.00 FEET, AT THIS POINT THE STRIP IS 60.00 FEET WIDE; THENCE CONTINUING NORTH 00°05'33" WEST 25.00 FEET, AT THE POINT IN THE STRIP IS 60.00 FEET WIDE AND BEGINS TO NARROW; THENCE CONTINUING NORTH 00°05'33" WEST, 25.00 FEET, AT THIS POINT THE STRIP IN 55.00 FEET WIDE AND CONTINUES TO NARROW; THENCE CONTINUING NORTH 00°05'33" WEST, 25.00 FEET, AT THIS POINT THE STRIP IS 45.00 FEET WIDE AND CONTINUES TO NARROW; THENCE CONTINUING NORTH 00°05'33" WEST, 3,573.76 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SECTION 23 AND THE TERMINUS OF DESCRIBED LINE PER QCD AF#2004-043345, 12/13/2004. TOWNSHIP 9 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 27: THE EAST HALF AND THE NORTHWEST QUARTER.
134963000000000	CHRISTEN ACRES LLC	163	
134964000000000	CHRISTEN ACRES LLC	162	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			SECTION 27: THE SOUTHWEST QUARTER. SECTION 28: THE NORTH HALF OF THE NORTH HALF. SECTION 28: THE SOUTH HALF OF THE NORTH HALF. SECTION 34: THE NORTH HALF. SECTION 34: THE SOUTHWEST QUARTER. SECTION 34: THE SOUTHEAST QUARTER.
133861000001000	CVAR A WASHINGTON PARTNERSHIP	435	TOWNSHIP 8 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN:
134860000000000	CVAR A WASHINGTON PARTNERSHIP	541	
			SECTION 33: ALL OF SECTION. LESS PORTION DEFINED AS FOLLOWS. LESS 3.60 ACRES TO BENTON COUNTY. QUIT CLAIM DEED 12/8/61 EASEMENT TO BENTON COUNTY FOR ROAD, 12/8/61 BONNEVILLE POWER ASSOCIATION TAKING LINE 7/23/78 LESS THAT PORTION OF SECTION 33 DEFINED AS FOLLOWS. COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33. THENCE NORTH 89 DEGREES 57' 27' WEST ALONG THE SOUTH LINE THEREOF. FOR 1702.55 FEET. TO THE TRUE POINT OF BEGINNING. THENCE NORTH 03 DEGREED 12' 40' EAST FOR 440.84 FEET. THENCE NORTH 47 DEGREES 50' 04' WEST FOR 1045.46 FEET. THENCE NORTH 66 FEET. 59' 50' WEST FOR 206.53 FEET. THENCE SOUTH 87 DEGREES 22' 50' WEST FOR 278.12 FEET. THENCE NORTH 10 DEGREES 39' 01' EAST FOR 359.49 FEET. THENCE NORTH 03 DEGREES 13' 54' WEST FOR 308.07 FEET. THENCE NORTH 12 DEGREES 34' 17' EAST FOR 698.46 FEET. THENCE NORTH 50 DEGREES 13' 59' WEST FOR 342.12 FEET. THENCE 76 DEGREES 43' 50' WEST FOR 353.82 FEET. THENCE 89 DEGREES 57' 30' WEST FOR 1008.55 FEET. THENCE SOUTH 00 DEGREES 02' 33' WEST FOR 1609.50 FEET. THENCE SOUTH 89 DEGREES 57' 27' EAST FOR 738.87 FEET. THENCE SOUTH 01 DEGREES 01' 38' WEST FOR 1242.05 FEET. TO THE SOUTH LINE OF SAID SECTION 33. THENCE SOUTH 89 DEGREES 57' 27' EAST. ALONG SAID LINE, FOR 1917.53 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO BENTON COUNTY FOR ROAD PURPOSED (AUDITOR FEE #467169). SECTION 34: ALL OF SECTION, 525 ACRES MORE OR LESS.
102872000007000	DESERT LAND LLC	146	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 2: THE WEST HALF OF WEST HALF, FRACTIONAL. SECTION 3: ALL OF SECTION. FRACTIONAL. SECTION 4: THE SOUTH HALF NORTH HALF AND THE SOUTH HALF. LESS 8.50 ACRES ROAD RIGHT OF WAY. LESS PORTION DEEDED TO BENTON COUNTY FOR ROAD ROW DESCRIBED AS FOLLOWS; A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER
103870000000000	DESERT LAND LLC	588	
104871000002000	DESERT LAND LLC	472	
106871000001001	DESERT LAND LLC	58	
106871000002000	DESERT LAND LLC	432	
107871000000000	DESERT LAND LLC	326	
108872000000000	DESERT LAND LLC	471	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
109870000000000	DESERT LAND LLC	637	OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 27 EAST, W.M. BENTON COUNTY, WASHINGTON, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS; COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 49' 42" WEST ALONG THE WESTERLY LINE OF SAID SECTION 4, A DISTANCE OF 240.44 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEBBER CANYON ROAD, AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE NORTH 00 DEGREES 49' 42" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 107.17 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 56 DEGREES 52' 26" EAST A DISTANCE OF 130.55 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RDIUS OF 622.96 FEET AND A CENTRAL ANGLE OF 10 DEGREES 27' 39" FROM THIS POINT THE RADIUS POINT BEARS SOUTH 13 DEGREES 08' 56" EAST AND THE LONG CHORD BEARS SOUTH 71 DEGREES 37' 15" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.74 FEET MORE OR LESS TO THE POINT OF BEGINNING. ALSO A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 27 EAST, W.M. BENTON COUNTY, WASHINGTON, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 49' 42" WEST ALONG THE WESTERLY LINE OF SAID SECTION 4, A DISTANCE OF 240.44 FEET TO A POINT ON THE NORTHERLY RIGHT OF WQAY LINE OF WEBBER CANYON ROAD, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTH SAID CURVE HAVING A RADIUS OF 622.96 FEET AND A CENTRAL ANGLE OF 23 DEGREES 58' 53" FROM THIS POINT THE RADIUS POINT BEARS SOUTH 13 DEGREES 08' 56" EAST AND THE LONG CHORD BEARS SOUTH 71 DEGREES 37' 15" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 260.75 FEET; THENCE SOUTH 89 DEGREES 37' 42" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 734.81 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST SAID CURVE HAVING A RADIUS OF 768.51 FEET AND A CENTRAL ANGLE OF 44 DEGREES 09' 36"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 592.31 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 21 DEGREES 09' 30" EAST A DISTANCE OF 50.54 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 748.51 FEET AND A CENTRAL ANGLE OF 10 DEGREES 31' 18", FROM THIS POINT THE RADIUS POINT BEARS NORTH 47 DEGREES 17' 45" WEST AND THE LONG CHORD BEARS NORTH 37 DEGREES 26' 41" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 137.75
110870000000000	DESERT LAND LLC	637	
116871000001000	DESERT LAND LLC	153	
117872000000000	DESERT LAND LLC	486	
118870000000000	DESERT LAND LLC	660	
119873000000000	DESERT LAND LLC	158	
135860000000000	DESERT LAND LLC 135860000000000	544	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			<p>FEET; THENCE NORTH 53 DEGREES 42' 01" EAST A DISTANCE OF 50.59 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WEBBER CANYON ROAD, SAID POINT BEING A POINT ON A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 768.51 FEET AND A CENTRAL ANGLE OF 17 DEGREES 32' 26" FROM THIS POINT THE RADIUS POINT BEARS NORTH 60 DEGREES 19' 44" WEST AND THE LONG CHORD BEARS SOUTH 37 DEGREES 26' 29" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, A DISTANCE OF 235.27 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPTING THERE FROM ALL THOSE OF THE ABOVE DESCRIBED PARCEL LYING WITHIN THE COUNTY ROAD RIGHT OF WAY. (DESCRIPTION CHANGE FOR ROAD RIGHT OF WAY PER QCD, AF#2008-007746, 3/21/2008).</p> <p>SECTION 6: ALL OF GOVERNMENT LOTS 1 AND 2 AND THE EAST 343 FEET OF GOVERNMENT LOT 3.</p> <p>SECTION 6: THE SOUTH HALF OF THE NORTH HALF, FRACTIONAL AND THE SOUTH HALF, FRACTIONAL.</p> <p>SECTION 7: THE EAST HALF LESS 7.30 ACRES FOR ROAD RIGHT OF WAY.</p> <p>SECTION 8: THE NORTHWEST QUARTER AND THE SOUTH HALF. LESS 0.04 ACRES FOR ROAD RIGHT OF WAY. LESS 11.68 AC TO BENTON COUNTY FOR ROAD RIGHT OF WAY. 6/18/97 AF#97- 14491.</p> <p>SECTION 9: ALL OF SECTION.</p> <p>SECTION 10: ALL OF SECTION.</p> <p>SECTION 16: THE NORTH HALF OF THE NORTH HALF.</p> <p>SECTION 17: THE WEST HALF AND THE SOUTHEAST QUARTER. LESS 3.66 AC TO BENTON COUNTY FOR ROAD RIGHT OF WAY. 6/18/97 AF#97- 14490. SUBJECT TO RIGHT OF WAY EASEMENT, BENTON REA 7/29/97 AF#97-17921 AND AF#97-17922. EXCEPT PORTION DEEDED TO BENTON COUNTY FOR ROAD RIGHT OF WAY (TRAVIS RD) PER QCD, AF#2006-034090, 10/13/06.</p> <p>SECTION 18: ALL OF SECTION.</p> <p>SECTION 19: SOUTHWEST QUARTER. EXCEPT THAT PORTION DEEDED TO BENTON COUNTY FOR ROAD ROW (CLODIUS RD) PER QCD, AF#2007-008989, 3/23/2007.</p> <p>SECTION 35: ALL OF SECTION. EXCEPT .05 ACRES TO BENTON COUNTY FOR ROAD PURPOSES. 10/28/76 QUIT CLAIM DEED. EXCEPT ROADWAY SLOPE 10/26/76.</p>
129701000002000	EBY, TRUSTEES EMERSON L & LOYETTE	312	TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN:
128701000000000	EBY, TRUSTEES EMERSON L & LOYETTE E	479	SECTION 29: THE NORTH ONE/HALF: LESS THE EAST 750 FEET OF THE NORTH 600 FEET THEREOF: ONE/HALF INTEREST ONLY.
132702000002000	EBY, TRUSTEES EMERSON L & LOYETTE E	80	SECTION 28: THE NORTH ONE/HALF: THE SOUTHWEST QUARTER: ONE/HALF INTEREST ONLY. SECTION 32: THE SOUTH ONE/HALF OF THE NORTHWEST QUARTER: ONE/HALF INTEREST ONLY.

Parcel Number	Owner	Acres ^{1/}	Affected Lands
101780000000000	EDWARDS ESTATE ETHEL M 101780000000000	636	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 1: ALL OF SECTION, FRACTIONAL. SECTION 2: THE EAST ONE HALF: AND THE EAST ONE HALF OF THE NORTHWEST QUARTER. SECTION 10: SOUTHEAST QUARTER. SECTION 11: THE EAST ONE HALF OF THE SOUTHEAST QUARTER. SECTION 12: THE NORTHEAST QUARTER. SECTION 12: THE NORTHWEST QUARTER.
102781000000000	EDWARDS ESTATE ETHEL M 102781000000000	405	
110784000000000	EDWARDS ESTATE ETHEL M	166	
111784000000000	EDWARDS ESTATE ETHEL M	81	
112781000000000	EDWARDS ESTATE ETHEL M	161	
112782000000000	EDWARDS ESTATE ETHEL M	159	
117700000000000	FIORE, TRUSTEE SHIRLEY (legal owner Ben Blair Trust)	16	TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN: SECTION 17: PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QURTER LYING SOUTH OF 9 MILE CANYON RD. SECTION 9: PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTHEAST OF 9 CANYON RD.
109703000000000	FIORE, TRUSTEE SHIRLEY 109703000000000 (legal owner Ben Blair Trust)	5	
101770000000000	G A REESE FARM LLC	682	TOWNSHIP 7 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 1: ALL OF SECTION. FRACTIONAL. 02/01/67 EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2003-006927, 02-14-2003) AND EXCEPT THAT PORTION FOR ROAD RIGHT OF WAY. (DESCRIPTION CHANGE PER AF#2013-031906, 9/13/2013). SECTION 2: ALL OF SECTION. FRACTIONAL. SUBJECT TO EASEMENTS AND RESTRICTION OF ORDER 02/01/67 EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2003-006928, 02-14-2003) EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2003-006929, 02-14-2003) SECTION 3: ALL OF SECTION, FRACTIONAL. EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2003-006930, 02-14-2003). SECTION 12: THE NORTH HALF. EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2001-002040, 01-26-2001) AND EXCEPT THAT PORTION FOR ROAD RIGHT OF WAY. (DESCRIPTION CHANGE PER AF#2013-031906, 9/13/2013).
102770000000000	G A REESE FARM LLC	670	
103770000000000	G A REESE FARM LLC	642	
112771000000000	G A REESE FARM LLC	332	
108783000000000	HAMILTON FARMS HORSE HEAVEN LLC	170	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 8: THE SOUTHWEST QUARTER. THAT PORTION OF THE EAST 120 ACRES OF THE NORTHEAST QUARTER OF SECTION 13, BENTON COUNTY WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID SECTION 13 SOUTH 00°14'58" EAST FOR 2706.94 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°57'08" WEST 35.01 FEET TO THE SOUTHEAST CORNER OF SAID EAST 120 ACRES AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID EAST 120 ACRES SOUTH 85°52'02" WEST FOR 1911.71 FEET TO THE SOUTHWEST CORNER OF SAID EAST 120 ACRES; THENCE ALONG THE
113771000000002	HAMILTON FARMS HORSE HEAVEN LLC	95	
113774000000000	HAMILTON FARMS HORSE HEAVEN LLC	116	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			WEST LINE OF SAID EAST 120 ACRES NORTH 00°00'19" EAST FOR 1778.03 FEET; THENCE SOUTH 89°59'41" EAST FOR 950.00 FEET; THENCE NORTH 00°00'19" EAST FOR 959.72 FEET TO THE RIGHT OF WAY OF REESE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 85°30'29" EAST FOR 485.46 FEET; THENCE NORTH 84°47'45" EAST FOR 150.00 FEET; THENCE SOUTH 83°54'32" EAST FOR 152.93 FEET; THENCE SOUTH 52°12'59" EAST FOR 94.08 FEET; THENCE SOUTH 13°54'00" EAST FOR 362.27 FEET; THENCE SOUTH 00°14'58" EAST FOR 2226.01 FEET TO THE TRUE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2018-013199, 05/09/2018). SECTION 13: ALL OF SECTION, LESS WEST 400 ACRES. LESS THE EAST 120 ACRES OF THE NORTHEAST. SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD. EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF# 2001-002259, 01/29/2001.)
124863000000000	JOHN C WILEY LLC	156	TOWNSHIP 8 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 24: 160 ACRES MORE OR LESS SOUTHWEST QUARTER. EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION BEING THE TRUE POINT OF BEGINNING AT THIS POINT THE STRIP OF LAND IS 30 FEET WIDE; THENCE NORTH 00 DEGREES 05' 33" EAST 1593.92 FEET, AT THIS POINT THE STRIP BEGINS TO WIDEN; THENCE CONTINUING NORTH 00 DEGREES 05' 33" EAST 50 FEET, AT THIS POINT THE STRIP IS 40 FEET WIDE AND CONTINUES TO WIDEN; THENCE CONTINUING NORTH 00 DEGREES 05' 33" EAST 50 FEET, AT THIS POINT THE STRIP IS 55 FEET WIDE AND BEGINS TO NARROW; THENCE CONTINUING NORTH 00 DEGREES 05' 33" EAST 75 FEET, AT THIS POINT THE STRIP IS 40 FEET WIDE AND CONTINUES TO NARROW; THENCE CONTINUING NORTH 00 DEGREES 05' 33" EAST 25 FEET, AT THIS POINT THE STRIP IS 30 FEET WIDE; THENCE CONTINUING NORTH 00 DEGREES 05' 33" EAST 758.84 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION AND THE TERMINUS OF SAID DESCRIBED LINE. CONTAINING 158.18 ACRES MORE OR LESS. (QCD AF#04-043343, 12/13/04). SECTION 26: ALL OF SECTION. 640 ACRES MORE OR LESS. SECTION 27: ALL OF SECTION. 640 ACRES MORE OR LESS.
126860000000000	JOHN C WILEY LLC	645	
127860000000000	JOHN C WILEY LLC	665	
115860000000000	KOVACH LAND CO,	642	TOWNSHIP 8 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 15: ALL OF SECTION.
113783000001000	LOW KATHRYN L	199	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 13: SOUTH ONE HALF: PORTION DEFINED AS FOLLOWS: THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.
118791000001000	LOW KATHRYN L	234	
118791000002000	LOW RALPH A & KATHRYN	78	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			<p>TOWNSHIP 7 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN: SECTION 18: THE NORTH HALF LESS THE SOUTH HALF OF THE NORTHEAST QUARTER THEREOF.</p> <p>SECTION 18: THE SOUTH HALF OF THE NORTHEAST QUARTER.</p>
120701000000000	MILLS TRUSTEE JAY ROBERT	324	<p>TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN: SECTION 20: THE EAST ONE/HALF, LESS THE EAST 30 FEET TO COUNTY 1-5-53; EXCEPT A STRIP OF LAND OF VARYING WIDTHS SITUATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY.</p>
120702000001000	MILLS TRUSTEE JAY ROBERT	286	
128704000000000	MILLS TRUSTEE JAY ROBERT	159	
129703000000000	MILLS TRUSTEE JAY ROBERT	323	
132702000001000	MILLS TRUSTEE JAY ROBERT	80	
132703000000000	MILLS TRUSTEE JAY ROBERT	160	<p>SECTION 20: THE WEST ONE/HALF, EXCEPT THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING NORTHWESTERLY OF NINE CANYON ROAD, AS CONVEYED IN DEEDS TO BENTON COUNTY UNDER AUDITOR'S FILE NOS. 141254 AND 141284. (SWD, AF#2008-016710, 6/09/2008, SEE SURVEY #3851): ALSO EXCEPT A STRIP OF LAND OF VARYING WIDTHS SITUATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY WASHINGTON, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00°11'43" WEST, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 2064.23 FEET TO A POINT ON THE EXISTING CENTERLINE OF NINE CANYON ROAD, BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 52°37'44" EAST, ALONG SAID EXISTING CENTERLINE, A DISTANCE OF 304.34 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1400 FEET AND A CENTRAL ANGLE OF 14°36'34" FROM WHICH THE RADIUS POINT BEARS NORTH 54°27'05" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 356.97 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 20, FROM WHICH THE RADIUS POINT BEARS NORTH 39°50'32" WEST; THENCE NORTH 00°11'43" EAST, ALONG SAID WEST LINE, A DISTANCE OF 76.26 FEET TO THE TRUE POINT OF BEGINNING: ALSO EXCEPT A STRIP OF LAND OF VARYING WIDTHS SITUATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY WASHINGTON, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00°11'43" WEST, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 2064.23 FEET TO A POINT ON THE EXISTING CENTERLINE OF NINE CANYON ROAD; THENCE NORTH 52°37'44" EAST,</p>

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			ALONG SAID EXISTING NINE CANYON ROAD CENTERLINE, A DISTANCE OF 543.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 409.26 FEET AND A CENTRAL ANGLE OF 56°29'00"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 403.45 FEET; THENCE NORTH 03°51'16" WEST A DISTANCE OF 83.55 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 03°51'16" WEST, CONTINUING ALONG SAID EXISTING NINE CANYON ROAD CENTERLINE A DISTANCE OF 20.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 409.26 FEET AND A CENTRAL ANGLE OF 33°08'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 236.67 FEET, THENCE NORTH 29°16'44" EAST A DISTANCE OF 363.21 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 572.96 FEET AND A CENTRAL ANGLE OF 26°03'00"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 260.50 FEET; THENCE NORTH 55°19'44" EAST, CONTINUING ALONG SAID EXISTING NINE CANYON ROAD CENTERLINE, A DISTANCE OF 825.46 FEET; THENCE NORTH 55°19'44" EAST, LEAVING SAID EXISTING NINE CANYON ROAD CENTERLINE, A DISTANCE OF 132.34 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 89°54'01" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 871.72 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE SOUTH 00°41'43" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°54'01" WEST A DISTANCE OF 258.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1950.00 FEET AND A CENTRAL ANGLE OF 02°52'46"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.00 FEET; THENCE SOUTH 82°38'58" WEST A DISTANCE OF 97.49 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1945.00 FEET AND A CENTRAL ANGLE OF 05°43'46", FROM WHICH THE RADIUS POINT BEARS SOUTH 05°50'38" EAST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 194.50 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 11°34'25" EAST; THENCE SOUTH 71°06'34" WEST A DISTANCE OF 97.51 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1935.00 FEET AND A CENTRAL ANGLE OF 20°03'13", FROM WHICH THE RADIUS POINT BEARS SOUTH 14°26'18" EAST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 677.25 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 34°29'31" EAST; THENCE SOUTH 51°06'50" WEST A DISTANCE OF 96.74 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST,

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			<p>HAVING A RADIUS OF 1930.00 FEET AND A CENTRAL ANGLE OF 08°35'40", FROM WHICH THE RADIUS POINT BEARS SOUTH 37°21'24" EAST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 289.50 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 45°57'04" EAST; THENCE SOUTH 39°38'50" WEST A DISTANCE OF 96.49 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1925.00 FEET AND A CENTRAL ANGLE OF 13°52'39", FROM WHICH THE RADIUS POINT BEARS SOUTH 48°48'57" EAST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 466.25 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 62°41'6" EAST; THENCE SOUTH 27°18'24" WEST A DISTANCE OF 208.52 FEET TO THE TRUE POINT OF BEGINNING; (PER QCD FOR EMINENT DOMAIN, AF#2013-024048, 7/12/2013).</p> <p>SECTION 28: THE SOUTHEAST QUARTER. SECTION 29: THE SOUTH ONE/HALF. SECTION 32: THE NORTH ONE/HALF OF THE NORTHWEST QUARTER. SECTION 32: THE SOUTHWEST QUARTER.</p>
115782000000000	MONASMITH FAMILY FARM LLC	322	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN:
116781000000000	MONASMITH FAMILY FARM LLC	323	SECTION 15: THE WEST ONE HALF. SECTION 16: THE EAST ONE HALF.
111870000000000	PEARSON BROTHERS LLC	652	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN:
114870000000000	PEARSON BROTHERS LLC	623	SECTION 11: ALL OF SECTION. SECTION 14: ALL OF SECTION.
131870000000000	PEARSON DAVID W & CLARA L	557	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN:
132873000000000	PEARSON DAVID W	285	SECTION 31: ALL OF SECTION, FRACTIONAL. ROAD RIGHT OF WAY SLOPES 10/26/76 QUIT CLAIM DEED TO BENTON COUNTY FOR ROAD. 10/26/76.
134870000000000	PEARSON DAVID W	601	SECTION 32: THE SOUTH HALF. ROAD RIGHT OF WAY SLOPES 10/26/76 QUIT CLAIM DEED TO BENTON COUNTY FOR ROADS. 10/26/76 EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2003-006933, 02-14-2003). LESS PORTION TO BENTON COUNTY FOR TRAVIS ROAD PER QCD, AF#2006-021801, 7/07/2006.
108781000000000	PEARSON DAVID W & CLARA L	504	SECTION 34: ALL OF SECTION. EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2003-006934, 02-14-2003).
116782000000000	PEARSON DAVID W & CLARA L	324	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN:
117780000000000	PEARSON DAVID W & CLARA L	679	SECTION 8: THE NORTH ONE HALF AND THE SOUTHEAST QUARTER. SECTION 16: THE WEST ONE HALF.

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			SECTION 17: ALL OF SECTION.
122873000000000	PEARSON WAYNE R	165	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 22: THE SOUTHWEST QUARTER. SECTION 22: THE SOUTHEAST QUARTER.
122874000000000	PEARSON WAYNE R	166	
119880000000000	REESE ESTHER M	660	TOWNSHIP 8 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 19: ALL OF SECTION. FRACTIONAL: HALF MINERAL RIGHTS RESERVED 8/25/54 3/22/57. SECTION 20: THE PORTION DEFINED AS FOLLOWS: THE SOUTH HALF OF THE SOUTH HALF. THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER.
120883000000000	REESE ESTHER M	200	
125870000000000	REESE KERRY DAVID	650	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 25: ALL OF SECTION.
126871000001001	REESE THOMAS W & MARILYN	634	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 26: ALL OF SECTION.
124874000000000	REESE THOMAS WALTER	164	
130881000000000	REESE THOMAS WALTER	164	SECTION 24: THE SOUTHEAST QUARTER.
130882000000000	REESE THOMAS WALTER	493	TOWNSHIP 8 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 30: THE PORTION DEFINED AS FOLLOWS: THE NORTH HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER. SECTION 30: THE PORTION DEFINED AS FOLLOWS: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE WEST HALF, FRACTIONAL.
117790000000000	ROBERT B INC	603	TOWNSHIP 7 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN: SECTION 17: ALL OF SECTION. LESS 36.77 ACRES MORE OR LESS TO SR 221 POSSESSION AND USE 8-27-82. GENERAL TELEPHONE EASEMENT 11-22-76. RIGHT OF WAY EASEMENT 9-23-82. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD 1-5-68. QUITCLAIM DEED FROM STATE TO OWNER ON SR 12 9-2-69. SECTION 18: THE SOUTH HALF DEFINED AS FOLLOWS: FRACTIONAL. THE PORTION OF EXCESS HIGHWAY RIGHT OF WAY DEFINED AS FOLLOWS: THE PORTION OF THE SOUTHWEST OF THE NORTHWEST OF SECTION 17 AND THAT PORTION OF THE SOUTHEAST OF THE NORTHEAST AND THE NORTHEAST OF THE SOUTHEAST OF SECTION 18 DESCRIBED AS BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN FROM A POINT OPPOSITE HIGHWAY ENGINEERS' STATION (HEREINAFTER REFERRED TO AS H.E.S.) LS 3131+50 ON THE LS LINE SURVEY OF SR 82 JUNCTION SR 14 TO PLYMOUTH ROAD, AND 140.00 FEET NORTHWESTERLY THEREFROM, SOUTHWESTERLY TO A POINT OPPOSITE H.E.S. LS 3132+50
118793000000000	ROBERT B INC	312	
119790000000000	ROBERT B INC	635	
120791000000000	ROBERT B INC	455	
120792000000000	ROBERT B INC	131	
124782000000000	ROBERT B INC	490	
125781000000000	ROBERT B INC	317	
129791000000000	ROBERT B INC	588	
129791000000001	ROBERT B INC	2	
130790000000000	ROBERT B INC	613	

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			<p>ON SAID LS LINE SURVEY AND 250.00 FEET NORTHWESTERLY THEREFROM, AND A LINE DRAWN FROM A POINT OPPOSITE H.E.S. 1497+00 ON THE SR 14 LINE SURVEY OF SR 14, BECK ROAD TO BATEMAN ROAD AND 135.00 FEET WESTERLY THEREFROM, SOUTHWESTERLY TO A POINT OPPOSITE H.E.S. 1494+00 ON SAID SR 14 LINE SURVEY AND 190.00 FEET WESTERLY THEREFROM, THENCE FROM SAID POINT OF BEGINNING NORTHEASTERLY TO A POINT OPPOSITE SAID H.E.S. LS 3131+50 ON SAID LS LINE SURVEY AND 140.00 FEET NORTHWESTERLY THEREFROM. THENCE NORTHEASTERLY PARALLEL WITH SAID LS LINE SURVEY TO THE POINT OF INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 135.00 FEET NORTHWESTERLY AND WESTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially, FROM THE SAID SR 14 LINE SURVEY. THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT OPPOSITE SAID H.E.S. 1497+00 THEREON THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING. TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF GRANTOR HEREIN IN AND TO THE PORTION OF THE CERTIFICATE OF PERPETUAL EASEMENT CONVEYED BY LELA OWENS ET AL, TO STATE OF WASHINGTON DATED JANUARY 26, 1968, RECORDED FEBRUARY 27, 1968 IN VOLUME 238, PAGE 192, AUDITOR FEE #587871, DEFINED AS FOLLOWS: AS 'A STRIP OF LAND 20.00 FEET WIDE IN THE NORTHEAST OF THE SOUTHEAST OF SECTION 18, LYING WESTERLY OF, PARALLEL WITH AND CONTIGUOUS TO THE WESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY AND EXTENTION FROM H.E.S. 1498+00 NORTHERLY TO H.E.S. 1499+50.' (#87-18143 11-23-87). LESS PORTION TO SR 82 8-27-82 GENERAL TELEPHONE EASEMENT 11-22-76 QUITCLAIM DEEDED FROM STATE TO OWNER ON SR 12 9/69 TOGETHER WITH EASEMENT 1-10-83. PERPETUAL EASEMENT 2-2-68.</p> <p>SECTION 19: ALL OF SECTION. FRACTIONAL. LESS 0.48 MORE OR LESS TO SR 221 POSSESSION AND USE 8-27-82. SECTION 20: THE NORTHEAST QUARTER AND THE SOUTH HALF. QUITCLAIM DEED FROM STATE TO OWNER ON SR 12 (9-20-69). LESS 18.36 ACRES MORE OR LESS TO SR 221 POSSESSION AND USE 8-27-82.</p> <p>SECTION 20: THE NORTHWEST QUARTER LESS 8.07 ACRES TO HIGHWAY 12 (2-27-68). QUITCLAIM DEED ON FORMER SR 12 9-2-69 0.52 ACRES. LESS 20.20 ACRES TO SR 221 POSSESSION AND USE 8-27-82</p> <p>TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 24: THE WEST HALF TOGETHER WITH THE SOUTHEAST QUARTER THEREOF. SECTION 25: THE NORTH ONE/HALF.</p>

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			<p>TOWNSHIP 7 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN: SECTION 29: ALL OF SECTION LESS PORTION NORTHWEST OF THE SOUTHWEST DEFINED AS FOLLOWS: BEGINNING AT HIGHWAY ENGINEERS' STATION (HEREINAFTER REFERRED TO AS H.E.S.) 1395+78.00 P.O.C. ON SR 14, BENTON COUNTY SUNDRY SITE PLANS. THENCE NORTH 78° 37' 00" EAST TO H.E.S. B20+10.84 P.C. THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET TO H.E.S. B22+71.52 PT. THENCE SOUTH 54° 42' 30" EAST TO H.E.S. 24+37.44 P.C.. THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET TO H.E.S. 26+44.76 P.T. THENCE SOUTH 88° 39' 00" EAST TO H.E.S. 28+19.71 AND THE TRUE POINT OF BEGINNING. THENCE SOUTH 02° 47' 30" WEST A DISTANCE OF 190.36 FEET. THENCE NORTH 82° 47' 30" WEST FOR A DISTANCE OF 150.40. THENCE NORTH 02° 47' 30" EAST FOR A DISTANCE OF 175.00 FEET. THENCE SOUTH 88° 39' 00" EAST TO THE TRUE POINT OF BEGINNING. EXCEPT THE NORTH 25.00 FEET THEREOF. LESS 1.89 ACRES FOR STATE HIGHWAY 14 (4-4-69). LESS 52.54 ACRES MORE OR LESS TO SR 221 8-27-82.</p> <p>THAT PORTION OF VACATED ROAD RIGHT OF WAY AS PRESENTED IN THE IN BOARD OF COMMISSIONERS OF BENTON COUNTY RESOLUTION 10-776, AUDITORS FILE NUMBER 2010-03643, RECORDED 12/10/2010, WHICH IS LYING ADJACENT TO THE FOLLOWING DESCRIBED LAND; ALL OF SECTION 29, LESS PORTION NORTHWEST OF THE SOUTHWEST DEFINED AS FOLLOWS: BEGINNING AT HIGHWAY ENGINEERS' STATION (HEREINAFTER REFERRED TO AS H.E.S.) 1395+78.00 P.O.C. ON SR 14, BENTON COUNTY SUNDRY SITE PLANS. THENCE NORTH 78° 37' 00" EAST TO H.E.S. B20+10.84 P.C. THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET TO H.E.S. B22+71.52 PT. THENCE SOUTH 54° 42' 30" EAST TO H.E.S. 24+37.44 P.C.. THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET TO H.E.S. 26+44.76 P.T. THENCE SOUTH 88° 39' 00" EAST TO H.E.S. 28+19.71 AND THE TRUE POINT OF BEGINNING. THENCE SOUTH 02° 47' 30" WEST A DISTANCE OF 190.36 FEET. THENCE NORTH 82° 47' 30" WEST FOR A DISTANCE OF 150.40. THENCE NORTH 02° 47' 30" EAST FOR A DISTANCE OF 175.00 FEET. THENCE SOUTH 88° 39' 00" EAST TO THE TRUE POINT OF BEGINNING. EXCEPT THE NORTH 25.00 FEET THEREOF. LESS 1.89 ACRES FOR STATE HIGHWAY 14 (4-4-69). LESS 52.54 ACRES MORE OR LESS TO SR 221 8-27-82.</p> <p>SECTION 30: ALL OF SECTION, FRACTIONAL. LESS 1.29 ACRES FOR STATE HIGHWAY 14 4-4-69. LESS 6.24 ACRES TO SR 221 POSSESSION AND USE 8-27-82. QUITCLAIM DEED FROM RURAL ELECTRIC ASSOCIATION TO HIGHWAYS 2-23-72.</p>

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101760000000000	SCHMITT MICHAEL L & SCHMITT6 LLC 101760000000000	598	TOWNSHIP 7 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 1: ALL OF SECTION, FRACTIONAL ROAD WAY SLOPES 10-26-76 QUIT CLAIM DEED TO BENTON COUNTY FOR ROAD 10-26-76.
115781000000000	SCHUTZ HOWARD	162	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 15: THE NORTHEAST QUARTER. SECTION 15: THE WEST ONE HALF OF THE SOUTHEAST QUARTER.
115784000001000	SCHUTZ HOWARD	81	
110781000001000	SIMMELINK ALLAN & SUSAN	166	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 10: THE NORTHEAST QUARTER.
110782000001000	SIMMELINK ALLAN & SUSAN	165	SECTION 10: THE WEST HALF OF THE NORTH HALF.
123870000000000	SIMMELINK ALLAN & SUSAN	650	
104784000000000	SIMMELINK ALLAN B & SUSAN D	311	
107781000000000	SIMMELINK ALLAN B & SUSAN D	670	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 23: ALL OF SECTION.
109780000000000	SIMMELINK ALLAN B & SUSAN D	659	
118781000000000	SIMMELINK ALLAN B & SUSAN D	500	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 4: THE SOUTH ONE HALF, FRACTIONAL. SECTION 7: ALL OF SECTION: LESS 1.59 ACRES FOR ROAD RIGHT OF WAY. ALSO LESS ONE ACRE OF SECTION 7, TOWNSHIP 7, NORTH RANGE 28, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 891 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION. THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION A DISTANCE OF 165 FEET. THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SECTION A DISTANCE OF 264 FEET. THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION A DISTANCE OF 165 FEET. THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 264 FEET TO THE POINT OF BEGINNING. (PER WD#67654, REC'D APRIL 7, 1920) LESS THAT PORTION TO BENTON COUNTY FOR ROAD RIGHT OF WAY: A PARCEL OF LAND IN SECTION 7, TOWNSHIP 7 NORTH, RANGE 28 EAST, W.M. LYING WITHIN THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 28 EAST, W.M. SAID POINT BEING THE TRUE POINT OF BEGINNING: THENCE SOUTHERLY ALONG THE WEST SECTION LINE OF SAID SECTION 7, SOUTH 00 DEGREES 01 MINUTES 52 SECONDS EAST, 2,705.28 FEET TO THE WEST QUARTER CORNER OF SECTION 7: THENCE CONTINUING SOUTHERLY ALONG THE WEST SECTION LINE OF SAID SECTION 7, SOUTH 00 DEGREES 51 MINUTES 03 SECONDS EAST, 2,705.28 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 7: THENCE EASTERLY ALONG THE SOUTH SECTION LINE OF SAID SECTION 7, SOUTH 89 DEGREES 51 MINUTES 14 SECONDS EAST, 525.00 FEET: THENCE NORTH 00 DEGREES 08 MINUTES 46 SECONDS EAST, 30.00 FEET: THENCE NORTH 82 DEGREES 12 MINUTES 56 SECONDS WEST, 460.67 FEET: THENCE NORTH 17 DEGREES 33 MINUTES 01

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			<p>SECONDS WEST 104.40 : THENCE NORTH 00 DEGREES 51 MINUTES 03 SECONDS WEST, 150.00: THENCE NORTH 04 DEGREES 13 MINUTES 43 SECONDS EAST, 451.77 FEET: THENCE NORTH 00 DEGREES 51 MINUTES 03 SECONDS WEST, 300.00 FEET: THENCE NORTH 03 DEGREES 21 MINUTES 22 SECONDS WEST, 800.77 FEET: THENCE NORTH 00 DEGREES 51 MINUTES 03 SECONDS WEST, 150.00 FEET: THENCE NORTH 11 DEGREES 33 MINUTES 23 SECONDS EAST, 255.98 FEET: THENCE NORTH 00 DEGREES 51 MINUTES 03 SECONDS WEST, 50.00 FEET: THENCE NORTH 24 DEGREES 16 MINUTES 47 SECONDS WEST, 163.48 FEET: THENCE NORTH 00 DEGREES 51 MINUTE S01 SECONDS WEST 215.00 FEET, THENCE NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST, 2534.50 FEET: THENCE NORTH 11 DEGREES 16 MINUTES 43 SECONDS EAST, 101.98 FEET: THENCE NORTH 51 DEGREES 12 MINUTES 27 SECONDS EAST, 26.32 FEET: THENCE NORTH 82 DEGREES 27 MINUTES 31 SECONDS EAST, 125.90 FEET: THENCE NORTH 89 DEGREES 18 MINUTES 05 SECONDS EAST, 300.00 FEET: THENCE NORTH 00 DEGREES 41 MINUTES 55 SECONDS WEST 40.00 FEET TO A POINT ON THE NORTH SECTION LINE OF SAID SECTION 7: THENCE SOUTH 89 DEGREES 17 MINUTES 37 SECONDS WEST, 499.89 FEET TO THE NORTHWEST CORNER OF SAID SECTION 7, THE POINT OF BEGINNING AND THE TERMINUS OF SAID LINE. (1/26/2001 AF#2001-002044) ALSO LESS THAT PORTION FOR ROAD RIGHT OF WAY, DESCRIBED AS FOLLOWS: A STRIP OF LAND LYING SOUTH OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE, SAID LINE BEING THE CENTERLINE OF CLODFELTER ROAD, LOCATED IN THE NORTH HALF OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 28 EAST, W.M., MORE PARTICULARLY AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 7, FROM WHICH THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 28 EAST, W.M. BEARS N 0°27'55" W, A DISTANCE OF 5388.82 FEET; THENCE N 89°18'05" E, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 300.00 FEET TO ENGINEER'S CENTERLINE STATION 3+00 AS SHOWN ON THE PLANS FOR CLODFELTER ROAD, CE 1710 CRP AT THE BENTON COUNTY ENGINEER'S OFFICE, BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; AT WHICH THE STRIP OF LAND WIDENS FROM 40.00 ON THE RIGHT, A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE FOR SAID CLODFELTER ROAD, TO 50.00 FEET WIDE ON THE RIGHT; THENCE CONTINUING N 89°18'05" E, A DISTANCE OF 900.00 FEET TO ENGINEER'S STATION 12-00, AT WHICH THE STRIP OF LAND IN 50.00 FEET WIDE ON THE RIGHT AND BEGINS TO WIDEN; THENCE CONTINUING N 89°18'05" E, A DISTANCE OF 100.00 FEET TO ENGINEER'S STATION 13+00, AT WHICH THE STRIP OF LAND IS 55.00 FEET WIDE ON THE RIGHT; THENCE CONTINUING N 89°18'05" E, A DISTANCE OF 200.00 FEET TO ENGINEER'S STATION 15+00, AT WHICH THE STRIP OF LAND IS 55.00 FEET WIDE ON THE RIGHT AND BEGINS TO NARROW,</p>

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			<p>THENCE CONTINUING N 89°18'05" E, A DISTANCE OF 100.00 FEET TO ENGINEER'S STATION 16+00, AT WHICH THE STRIP OF LAND IS 50.00 FEET WIDE ON THE RIGHT; THENCE CONTINUING N 89°18'05" E, A DISTANCE OF 2900.00 FEET TO ENGINEER'S STATION 45+00, AT WHICH THE STRIP OF LAND IS 50.00 FEET WIDE ON THE RIGHT AND BEGINS TO WIDEN; THENCE CONTINUING N 89°18'05" E, A DISTANCE OF 400.00 FEET TO ENGINEER'S STATION 49+00 AT WHICH THE STRIP OF LAND IS 100.00 FEET WIDE ON THE RIGHT; THENCE CONTINUING N 89°18'05" E, A DISTANCE OF 150.00 TO ENGINEER'S STATION 50+50, AT WHICH STRIP OF LAND IS 100.00 FEET WIDE ON THE RIGHT AND BEGINS TO NARROW; THENCE CONTINUING N 89°18'05" E, A DISTANCE OF 197.99 FEET TO ENGINEER'S STATION 52+44.99, BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2000.00 FEET; AT WHICH THE STRIP OF LAND ON THE RIGHT CONTINUES TO NARROW; THENCE LEAVING SAID CENTERLINE AND CONTINUING N 89°18'05" E, ALONG THE NORTH LINE OF SAID SECTION 7 AND TANGENT TO SAID CURVE, A DISTANCE OF 213.36 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID SECTION 7, AT WHICH THE STRIP OF LAND 49.18 FEET WIDE ON THE RIGHT, AS MEASURED ALONG THE EAST LINE OF SAID SECTION 7, AND BEING THE TERMINUS OF THIS DESCRIPTION. THE SAID STRIP OF LAND IS TO BE SHORTENED OR LENGTHENED TO MEET THE EAST LINE OF SAID SECTION 7. LESS 6.40 AC, MORE OR LESS, PER QCD AF#2005-013364, 4/27/2005.</p> <p>SECTION 9: ALL OF SECTION.</p> <p>SECTION 18: THE EAST ONE-HALF AND THE NORTHWEST QUARTER, FRACTIONAL. LESS PORTION TO BENTON COUNTY FOR ROAD PURPOSES DESCRIBED AS FOLLOWS: A PARCEL OF LAND IN SECTION 18, TOWNSHIP 7 NORTH, RANGE 28 EAST, W.M. LYING WITHIN THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 7 NORTH RANGE 28 EAST, W.M. SAID POINT BEING THE TRUE POINT OF BEGINNING: THENCE SOUTHERLY ALONG THE WEST SECTION LINE OF SAID SECTION 18, SOUTH 00 DEGREES 45 MINUTES 01 SECONDS EAST, 2,706.94 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 18: THENCE ALONG THE CENTER OF SAID SECTION 18 SOUTH 89 DEGREES 45 MINUTES 48 SECONDS EAST 35.00 FEET: THENCE NORTH 00 DEGREES 17 MINUTES 41 SECONDS WEST 0.46 FEET: THENCE NORTH 00 DEGREES 45 MINUTES 01 SECONDS WEST 2,147.11 FEET: THENCE NORTH 04 DEGREES 57 MINUTES 37 SECONDS EAST, 50.25 FEET: THENCE NORTH 00 DEGREES 45 MINUTES 01 SECONDS EAST 125.00 FEET: THENCE NORTH 08 DEGREES 42 MINUTES 43 SECONDS WEST 304.14 FEET: THENCE NORTH 80 DEGREES 18 MINUTES 13 SECONDS EAST 313.29 FEET: THENCE SOUTH 89 DEGREES</p>

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			51 MINUTES 14 SECONDS EAST, 125.00 : THENCE NORTH 00 DEGREES 08 MINUTES 46 SECONDS EAST, 30.00 FEET TO A POINT ON THE NORTH SECTION LINE OF SAID SECTION 18: THENCE WESTERLY ALONG THE NORTH SECTION LINE OF SAID SECTION 18, NORTH 89 DEGREES 51 MINUTES 14 SECONDS WEST 525.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18 SAID POINT BEING THE POINT OF BEGINNING AND THE TERMINUS OF SAID LINE. CONTAINING .79 AC MORE OR LESS (1/26/2001 AF#2001- 002043) RE-RECORDD QCD AF#2005-013365, 04/27/2005 AMENDS AF#2001-002043.
102760000000000	SMITH CHAD W & KRISTEN L 102760000000000 Note: Lease negotiations for this parcel were underway at the time application mapping was prepared but subsequently determined that no lease would be issued. This parcel is still shown on project mapping but no facility infrastructure will be constructed on these lands unless a lease agreement is signed.	606	TOWNSHIP 7 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 2: ALL OF SECTION, FRACTIONAL ROAD WAY SLOPES 10-26-76. SECTION 6: THE NORTHWEST QUARTER.
106772000000000	SMITH CHAD W & KRISTEN L 106772000000000 Note: Lease negotiations for this parcel were underway at the time application mapping was prepared but subsequently determined that no lease would be issued. This parcel is still shown on project mapping but no facility infrastructure will be constructed on these lands unless a lease agreement is signed.	152	
129873000001001	SMITH GREGORY J	53	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN:
129873000002000	SMITH GREGORY J	53	SECTION 29: THE SOUTH ONE/THIRD, LESS NORTH 295.5 FEET. OF EAST
129874000003000	SMITH GREGORY J	102	295.5 FEET THEREOF. LESS THE EAST 1.4 THEREOF. LESS THE EAST HALF
132871000001000	SMITH GREGORY J	141	OF THE WEST HALF OF THE SOUTH ONE/THIRD THEREOF.
132872000001000	SMITH GREGORY J	72	SECTION 29: EAST HALF OF THE WEST HALF OF THE SOUTH ONE/THIRD.
132872000002000	SMITH GREGORY J	71	SECTION 29: THE EAST QUARTER OF THE SOUTH ONE/THIRD OF SECTION 29, TWP 8 N RANGE 27 LESS THE NORTH 295.5 FEET. OF THE EAST 295.5 FEET. OF SECTION 29. LESS PORTION DEEDED TO BENTON COUNTY FOR ROAD ROW (TRAVIS RD) PER QCD, AF#2006-030602, 09/15/2006. SECTION 32: THE EAST QUARTER OF THE NORTH HALF OF SECTION 32. LESS PORTION DEEDED TO BENTON COUNTY FOR ROAD ROW (TRAVIS RD) PER QCD, AF#2006-030602, 09/15/2006.

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			SECTION 32: THE EAST HALF OF THE WEST HALF OF THE NORTH HALF THEREOF. SECTION 32: THE WEST HALF OF THE NORTHWEST QUARTER.
130871000002000	SMITH TRACY	648	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 30: ALL OF SECTION. LESS NORTHEAST 2 ACRES. SECTION 33: ALL OF SECTION. LESS SOUTH 75 FEET OF NORTH 625 FEET OF WEST 150 FEET OF NORTHWEST QUARTER. 26 BENTON COUNTY FIRE DISTRICT #5 EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2003-002686, 01-17-2003). EXCEPT PORTION DEEDED TO BENTON COUNTY FOR ROAD RIGHT OF WAY (TRAVIS RD) PER QCD, AF#2006-030603, 9/15/06. (ADJ. ACRES, 2013-000898, 1- 9-2013, (RE-RECORD OF 2006-030603, 9-15-2006)). SECTION 35: ALL OF SECTION LESS 1.45 AC M-L FOR RD R-W 2-6-67 EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2003-002684, 01-17-2003) EXCEPT EXISTING ROAD RIGHT OF WAY PER QCD (AF#2003-002685, 01-17-2003)
133871000000000	SMITH TRACY	598	
135870000000000	SMITH TRACY	585	
106781000000000	SMITH WAYNE H (Deed 2019-042110 transfer to Link, Janice K.)	455	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 6: NORTHEAST QUARTER AND THE SOUTH ONE HALF LESS THAT PORTION FOR ROAD RIGHT OF WAY, PER QCD AF#2005-011809, 04/15/2005.
106782000000000	SMITH WAYNE H (Deed 2019-042110 transfer to Link, Janice K.)	158	SECTION 6: ALL OF SECTION LESS THE NORTHEAST QUARTER AND LESS THE SOUTH ONE HALF THEREOF: (4/8/87) LESS 1.60 ACRES FOR ROAD RIGHT OF WAY: 2/1/67 MINERAL RIGHTS RESERVED.
124872000000000	SMITH WAYNE H (Deed 2019-042110 transfer to Link, Janice K.)	321	TOWNSHIP 8 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 24: THE WEST HALF.
131880000000000	SMITH WAYNE H (Deed 2019-042110 transfer to Link, Janice K.)	602	SECTION 31: ALL OF SECTION. FRACTIONAL.
136870000000000	STATE OF WASHINGTON 136870000000000	551	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 36: ALL OF SECTION. LESS THE WEST 30 FEET AND THE SOUTH 30 FEET, THE EAST 10 FEET OF THE WEST 40 FEET OF THE NORTH 470 FEET OF SOUTH 500 FEET OF THE SOUTH- WEST SOUTHWEST, ALSO THE NORTH 7.11 ACRES FOR COUNTY RROAD.
116700000000000	STATE OF WASHINGTON, 116700000000000	336	TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN: SECTION 16: THE SOUTH 300 FEET OF THE WEST HALF.
116790000000000	STATE OF WASHINGTON, 116790000000000	663	
136790000000000	STATE OF WASHINGTON, 136790000000000	637	TOWNSHIP 7 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN: SECTION 16: ALL OF SECTION.
136860000000000	STATE OF WASHINGTON, 136860000000000	551	SECTION 36: ALL OF SECTION.
136870000000000	STATE OF WASHINGTON, 136870000000000	1	TOWNSHIP 8 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 36: THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST 300 FEET OF THE NORTHWEST QUARTER.

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			<p>TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 36: ALL OF SECTION. LESS THE WEST 30 FEET AND THE SOUTH 30 FEET, THE EAST 10 FEET OF THE WEST 40 FEET OF THE NORTH 470 FEET OF SOUTH 500 FEET OF THE SOUTH- WEST SOUTHWEST, ALSO THE NORTH 7.11 ACRES FOR COUNTY ROAD. 03/29/67</p>
116871000002000	SUTOGA LLC	454	<p>TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 16: ALL OF SECTION: EXCEPT THE NORTH HALF OF THE NORTH HALF LESS PORTION DEEDED TO BENTON COUNTY FOR ROAD RIGHT OF WAY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16: THENCE NORTH 0 DEGREES 45 MINUTES 35 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 1292.62 FEET, TO THE TRUE POINT OF BEGINNING: THENCE CONTINUING ALONG SAID WEST LINE A DISTANCE OF 1309.48 FEET: THENCE SOUTH 89 DEGREES 16 MINUTES 29 SECONDS EAST A DISTANCE OF 54.38 FEET: THENCE SOUTH 0 DEGREES 43 MINUTES 31 SECONDS WEST A DISANCE OF 200.00 FEET: THENCE SOUTH 25 DEGREES 32 MINUTES 27 SECONDS EAST A DISTANCE OF 56.49 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, OF WHICH THE CHORD BEARS SOUTH 23 DEGREES 26 MINUTES 51 SECONDS WEST: THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45 DEGREES 26 MINUTES 40 SECONDS AN ARC DISTANCE OF 182.43 FEET TO THE WEST LINE OF SAID SECTION 16: THENCE SOUTH 0 DEGREES 45 MINUTES 35 SECONDS EAST, ALONG SAID SECTION LINE, ADISTANCE OF 169.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET, OF WHICH THE CHORD BEARS SOUTH 10 DEGREES 53 MINUTES 26 SECONDS EAST: THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 55 MINUTES 54 SECONDS AN ARC DISTANCE OF 347.06 FEET: THENCE SOUTH 6 DEGREES 11 MINUTES 21 SECONDS WEST A DISTANCE OF 86.82 FEET: THENCE SOUTH 1 DEGREES 29 MINUTES 04 SECONDS WEST, A DISTANCE OF 300.17 FEET: THNENCE SOUTH 89 DEGREES 34 MINUTES 31 SECONDS WEST A DISTANCE OF 38.45 FEET TO THE POINT OF BEGINNING. (7/11/97 AF#97-16483). LESS PORTION DEEDED TO BENTON COUNTY FOR ROAD RIGHT OF WAY (TRAVIS RD) PER QCD, AF#2007-021306, 7/02/07.</p>
119871000000000	SUTOGA LLC	487	
121871000000000	SUTOGA LLC	493	
127870000000000	SUTOGA LLC	653	<p>SECTION 19: ALL OF SECTION: LESS THE SOUTHWEST QUARTER QUARTER THEREOF. FOR RD. RIGHT OF WAY (AF#2004-011854 04/09/2004).</p> <p>SECTION 21: ALL OF SECTION: LESS THE SOUTHWEST QUARTER THEREOF, LESS THAT PORTION DEEDED TO BENTON COUNTY FOR ROADS (TRAVIS RD) PER QCD, AF#2007-021306, 7/02/07.</p> <p>SECTION 27: ALL OF SECTION.</p>

Parcel Number	Owner	Acres ^{1/}	Affected Lands
103702000002000	THOMAS FARMS INC,	282	<p>TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN: SECTION 3: THAT PORTION OF THE NORTH ONE/HALF LYING WESTERLY OF FINLEY ROAD AND SOUTHERLY OF ROAD 397 AND THE SOUTHWEST QUARTER. LESS THAT PORTION FOR ROAD RIGHT OF WAY, BEING DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED PARCEL LYING SOUTHWESTERLY OF THE KENNEWICK IRRIGATION DISTRICT CANAL RIGHT OF WAY SITUATED IN SECTION 3, TOWNSHIP 7 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY, WASHINGTON, SAID PARCEL BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BRASS CAP MONUMENTING THE WEST + CORNER OF SECTION 34, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M.; THENCE SOUTH 00°29'41" EAST 2,698.48 FEET TO A FOUND BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 3, SAID POINT BEING 47.19 FEET LEFT OF STATION I 415+24.76 OF BENTON COUNTY RIGHT OF WAY PLANS I-82/SR397 INTERTIE PROJECT RIGHT OF WAY PLANS - PHASE 2 OLYMPIA STREET VICINITY TO FINLEY ROAD (ON FILE IN THE OFFICE OF THE BENTON COUNTY ENGINEER), SAID POINT ALSO BEING THE REAL POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 3 NORTH 89°44'10" EAST 514.85 FEET TO A POINT 231.52 FEET LEFT OF STATION I 420+00.00; THENCE LEAVING SAID NORTHERLY LINE SOUTH 21°50'47" WEST 101.52 FEET TO A POINT 130.00 FEET LEFT OF STATION I 420+00.00; THENCE EASTERLY 593.79 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 12,130.00 FEET, A CENTRAL ANGLE OF 02°48'17" AND A LONG CHORD THAT BEARS SOUTH 66°45'05" EAST 593.79 FEET TO A POINT 130.00 FEET LEFT OF STATION I 425+87.43; THENCE SOUTH 65°20'56" EAST 597.18 FEET TO A POINT 130.00 FEET LEFT OF STATION I 431+84.61; THENCE SOUTHEASTERLY 1,440.15 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 1,370.00 FEET, A CENTRAL ANGLE OF 60°13'46" AND A LONG CHORD THAT BEARS NORTH 84°32'10" EAST 1,374.75 FEET TO THE CENTERLINE OF THE KENNEWICK IRRIGATION DISTRICT CANAL, BEING A POINT 130.00 FEET LEFT OF STATION I 447+61.42; THENCE ALONG SAID CANAL CENTERLINE IN A SOUTHEASTERLY DIRECTION 264.00 FEET, MORE OR LESS, TO A POINT 117.22 FEET RIGHT OF STATION I 447+69.22, BEING ALSO A POINT 182.69 FEET RIGHT OF STATION FS 19+00.00; THENCE LEAVING SAID CANAL CENTERLINE, SOUTHWESTERLY TO A POINT 110.00 FEET RIGHT OF STATION I 447+16.00, BEING ALSO A POINT 125.00 FEET RIGHT OF STATION FS 19+00.00; THENCE SOUTHEASTERLY 46.35 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 03°13'07" AND A LONG CHORD THAT BEARS SOUTH 25°35'48" EAST 46.34 FEET TO A</p>
109701000001000	THOMAS FARMS INC,	34	
110702000000000	THOMAS FARMS INC,	162	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			POINT 125.00 FEET RIGHT OF STATION FS 18+60.30; THENCE SOUTH 70°42'40" EAST 32.96 FEET TO A POINT 149.30 FEET RIGHT OF STATION FS 18+41.68; THENCE SOUTH 19°17'20" WEST 37.19 FEET TO A POINT 125.00 FEET RIGHT OF STATION FS 18+18.13; THENCE SOUTHEASTERLY 37.16 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 02°34'51" AND A LONG CHORD THAT BEARS SOUTH 19°14'43" EAST 37.16 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF FINLEY ROAD, SAID POINT BEING 125.00 FEET RIGHT OF STATION FS 17+86.59; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: SOUTHWESTERLY 61 FEET, MORE OR LESS TO A POINT 89.08 FEET RIGHT OF STATION FS 17+34.70; THENCE NORTHWESTERLY 50.00 FEET, MORE OR LESS, TO A POINT 48.20 FEET RIGHT OF STATION FS 17+69.47L THENCE SOUTHWESTERLY 237.00 FEET, MORE OR LESS, TO A POINT 61.34 FEET LEFT OF FS STATION 15+55.69; THENCE SOUTHEASTERLY 30.00 FEET, MORE OR LESS, TO A POINT 32.80 FEET LEFT OF FS STATION 15+45.77; THENCE SOUTHWESTERLY 203.00 FEET, MORE OR LESS, TO A POINT 63.91 FEET LEFT OF STATION FS 13+29.03; THENCE LEAVING SAID WESTERLY RIGHT OF WAY NORTH 70°30'14" WEST 61.09 FEET TO A POINT 125.00 FEET LEFT OF STATION FS 13+29.03; THENCE NORTHERLY 394.12 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 39°16'18" AND A LONG CHORD THAT BEARS NORTH 00°08'15" WEST 386.45 FEET TO A POINT 175.00 FEET RIGHT OF STATION I 444+80.50; THENCE SOUTHWESTERLY 480.90 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1,675.00 FEET, A CENTRAL ANGLE OF 16°27'00" AND A LONG CHORD THAT BEARS SOUTH 73°22'14" WEST 479.25 FEET TO A POINT 175.00 FEET RIGHT OF STATION I 440+50.00; THENCE IN A NON-TANGENT DIRECTION SOUTH 08°24'16" EAST 55.00 FEET TO A POINT 230.00 FEET RIGHT OF STATION I 440+5+0; THENCE WESTERLY 807.33 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 1,730.00 FEET, A CENTRAL ANGLE OF 26°44'17" AND A LONG CHORD THAT BEARS NORTH 85°02'08" WEST 800.03 FEET TO A POINT 230.00 FEET RIGHT OF STATION I 433+50.00; THENCE IN A NON-TANGENT DIRECTION NORTH 18°20'00" EAST 50.00 FEET TO A POINT 180.00 FEET RIGHT OF STATION I 433+50.00; THENCE NORTHWESTERLY 185.24 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 1,680.00 FEET, A CENTRAL ANGLE OF 06°19'03" AND A LONG CHORD THAT BEARS NORTH 68°30'28" WEST 185.15 FEET TO A POINT 180.00 FEET RIGHT OF STATION I 431+84.61;

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			<p>THENCE NORTH 65°20'56" WEST 597.18 FEET TO A POINT 180.00 FEET RIGHT OF STATION 425+87.43; THENCE NORTHWESTERLY 285.12 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,820.00 FEET, A CENTRAL ANGLE OF 01°22'21" AND A LONG CHORD THAT BEARS NORTH 66°02'07" WEST 283.11 FEET TO A POINT 180.00 FEET RIGHT OF STATION I 423+00.00; THENCE IN A NON-TANGENT DIRECTION NORTH 23°16'43" EAST 30.00 FEET TO A POINT 150.00 FEET RIGHT OF STATION I 423+00.00; THENCE SOUTHWESTERLY 695.66 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,850.00 FEET, A CENTRAL ANGLE OF 03°21'49" AND A LONG CHORD THAT BEARS NORTH 68°24'11" WEST 695.56 FEET TO THE WEST LINE OF SAID SECTION 3, BEING A POINT 150.00 FEET RIGHT OF STATION I 415+95.74; THENCE IN A NON-TANGENT DIRECTION NORTH 00°04'44" EAST 209.47 FEET TO SAID REAL POINT OF BEGINNING; PER QCD AF#2004-042195, 12/02/2004 CONTAINING 24.00 AC., MORE OR LESS.</p> <p>SECTION 9: THE NORTH ONE/HALF. TOGETHER WITH THAT PORTION OF SAID SECTION 9 LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: (SURVEY #1521) THAT PORTION OF THE WEST HALF AND THE NORTHEAST QUARTER OF SECTION 3, THE NORTHWEST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 9 ALL IN TOWNSHIP 7 NORTH RANGE 30 EAST DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3: THENCE NORTH 89 DEGREES 33'57" EAST 2202.09 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT CANAL WHICH HAS A WIDTH OF 75 FEET FROM CENTERLINE: THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 25 DEGREES 59'52" EAST 69.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 64 DEGREES 00'08" EAST 189.60 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE 214.27 FEET: THENCE NORTH 89 DEGREES 15'08" EAST 73.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 00 DEGREES 44'52" EAST 116.00 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE 76.16 FEET: THENCE SOUTH 53 DEGREES 07'52" EAST 317.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 36 DEGREES 52'08" WEST 154.20 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE 89.76 FEET: THENCE SOUTH 19 DEGREES 46'52" EAST 162.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 70 DEGREES 13'08" EAST 189.60 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE 166.62 FEET: THENCE SOUTH 70 DEGREES 07'52" EAST 18.66 FEET TO THE INTERSECTION OF SAID RIGHT</p>

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			<p>OF WAY LINE WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF A COUNTRY ROAD KNOWN AS FINLEY ROAD, WHICH HAS A RIGHT OF WAY WIDTH OF 100 FEET FROM CENTERLINE: THENCE ALONG SAID ROAD RIGHT OF WAY SOUTH 19 DEGREES 34'40" WEST 350.19 FEET TO A CHANGE IN RIGHT OF WAY WIDTH TO 70 FEET FROM CENTERLINE: THENCE SOUTH 70 DEGREES 25'20" EAST 30 FEET: THENCE SOUTH 19 DEGREES 34'40" WEST 455.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 70 DEGREES 25'20" EAST 1978.14 FEET: THENCE SOUTHWESTERLY ALONG SAID CURVE 357.59 FEET: THENCE NORTH 80 DEGREES 46'47" WEST ON A RADIAL LINE 26.02 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION: THENCE SOUTH 00 DEGREES 01'14" WEST 3360.51 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3: THENCE SOUTH 00 DEGREES 05' 19" EAST 2645.70 FEET TO THE CORNER QUARTER OF SAID SECTION 10: THENCE SOUTH 89 DEGREES 03'45" WEST 2670.99 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 10: THENCE SOUTH 88 DEGREES 36'46" WEST 1548.00 FEET TO THE CENTERLINE OF NINE CANYON: THENCE ALONG SAID CENTERLINE NORTH 34 DEGREES 56'35" EAST 428.75 FEET: THENCE NORTH 33 DEGREES 08'59" EAST 128.09 FEET: THENCE NORTH 45 DEGREES 33'31" EAST 647.96 FEET: THENCE NORTH 35 DEGREES 09'22" EAST 1132.00 FEET: THENCE NORTH 26 DEGREES 15'04" EAST 268.78 FEET TO THE EAST LINE OF SAID SECTION 9: THENCE NORTH 00 DEGREES 02'20" EAST 596.35 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10: THENCE NORTH 00 DEGREES 14'19" WEST 5232.84 FEET TO THE SAID POINT OF BEGINNING.</p> <p>SECTION 10: THE NORTHWEST QUARTER.</p>
12087000000000	TOMASKE HERITAGE PROPERTIES, LLC	653	<p>TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN:</p>
12987200000000	TOMASKE HERITAGE PROPERTIES, LLC	159	<p>SECTION 20: ALL OF SECTION: LESS THAT PORTION FOR ROAD RIGHT OF WAY, BEING DESCRIBED AS FOLLOWS: A STRIP OF LAND OF VARIABLE WIDTH SITUATE IN THE EAST HALF OF THE EAST HALF OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 27 EAST, W.M., BENTON COUNTY, WASHINGTON, THE EASTERLY LINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 20, AT THIS POINT THE STRIP OF LAND IS 260.00 FEET WIDE; THENCE NORTH 00°58'56" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 10.00 FEET, AT THIS POINT THE STRIP OF LAND BEGINS AT 260.00 FEET WIDE AND EXTENDS EASTERLY, PERPENDICULAR TO THE EAST LINE OF SAID SECTION 20, TO A POINT WHERE THE STRIP IS 160.00 FEET WIDE AND BEGINS TO NARROW; THENCE CONTINUE NORTH 00°58'56" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 10.00 FEET, AT THIS POINT THE STRIP OF LAND IS 60.00 FEET WIDE; THENCE CONTINUE NORTH 00°58'56" WEST,</p>

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			<p>ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 685.21 FEET, AT THIS POINT THE STRIP OF LAND BEGINS AT 60.00 FEET WIDE AND EXTENDS EASTERLY, PERPENDICULAR TO THE EAST LINE OF SAID SECTION 20, TO A POINT WHERE THE STRIP IS 45.00 FEET WIDE, THENCE CONTINUE NORTH 00°58'56" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 350.00 FEET, AT THIS POINT THE STRIP OF LAND BEGINS AT 45.00 FEET WIDE AND EXTENDS EASTERLY, PERPENDICULAR TO THE EAST LINE OF SAID SECTION 20, TO A POINT WHERE THE STRIP IS 30.00 FEET WIDE; THENCE CONTINUE NORTH 00°58'56" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 1618.79 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; THENCE NORTH 01°09'55" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 781.21 FEET, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE AND BEGINS TO WIDEN; THENCE CONTINUE NORTH 01°09'55" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 100.00 FEET, AT THIS POINT THE STRIP OF LAND IS 60.00 FEET WIDE AND CONTINUES TO WIDEN; THENCE CONTINUE NORTH 01°09'55" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 400.00 FEET, AT THIS POINT THE STRIP OF LAND IS 80.00 FEET WIDE AND BEGINS TO NARROW; THENCE CONTINUE NORTH 01°09'55" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 300.00 FEET, AT THIS POINT THE STRIP OF LAND IS 55.00 FEET WIDE AND BEGINS TO WIDEN; THENCE CONTINUE NORTH 01°09'55" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 200.00 FEET, AT THIS POINT THE STRIP OF LAND IS 60.00 FEET WIDE AND BEGINS TO NARROW; THENCE CONTINUE NORTH 01°09'55" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 200.00 FEET, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; THENCE CONTINUE NORTH 01°09'55" WEST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 691.06 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID SECTION 20, AND THE TERMINUS FOR THIS DESCRIPTION, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; EXCEPTING THERE FROM ALL THOSE PORTIONS OF THE ABOVE DESCRIBED STRIP LYING WITHIN THE COUNTY ROAD RIGHTS OF WAY; PER QCD AF#2006-018262, 06/09/2006 CONTAINING 5.20 AC., MORE OR LESS.</p> <p>SECTION 29: THE WEST 160 ACRES OF THE WEST HALF OF THE NORTH TWO/THIRDS.</p>
106872000001000	TRIPLE S FARMS INC,	45	<p>TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 06: GOVERNMENT LOT 3, EXCEPT THE EAST 343.00 FEET THEREOF AND ALL OF GOVERNMENT LOT 4.</p>
125963000000000	TRIPLE S FARMS INC,	255	
131972000000000	TRIPLE S FARMS INC,	316	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
136960000000000	TRIPLE S FARMS INC,	641	<p>TOWNSHIP 9 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 25: ALL OF SECTION. LESS THAT PORTION LYING NORTHEASTERLY OF THE FOLLOWING LINE. BEGINNING AT THE NORTHWEST CORNER SAID SECTION 25. THENCE SOUTH 0° 14' 45" WEST ALONG THE WEST LINE THEREOF 502.86 FEET. TO THE TRUE POINT OF BEGINNING OF SAID LINE. THENCE SOUTH 45° 35' 27" EAST 5599.79 FEET. THENCE SOUTH 74° 06" EAST 1260 FEET. TO A POINT ON THE EAST LINE SAID SECTION 25, WHICH BEARS SOUTH 1° 44' WEST A DISTANCE 5121.8 FROM THE NORTHEAST CORNER SAID SECTION AND TERMINUS OF SAID DESCRIBED LINE.</p> <p>TOWNSHIP 9 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 31: THE WEST 300 ACRES OF SECTION.</p> <p>TOWNSHIP 9 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 36: ALL OF SECTION.</p> <p>TOWNSHIP 8 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 1: ALL OF SECTION. FRACTIONAL. 594.50 ACRES MORE OR LESS. SECTION 2: THE NORTH HALF AND FRACTIONAL SOUTHEAST QUARTER. 416.20 ACRES MORE OR LESS.</p> <p>SECTION 2: THE SOUTHWEST QUARTER. SECTION 12: THE EAST HALF AND THE NORTHWEST QUARTER.</p>
101860000000000	TRIPLE S FARMS INC, 101860000000000	509	
102861000000000	TRIPLE S FARMS INC, 102861000000000	389	
102863000000000	TRIPLE S FARMS INC, 102863000000000	131	
112861000000000	TRIPLE S FARMS INC, 112861000000000	481	
134702000000000	VONO FAMILY PROPERTIES LLC Note: Lease negotiations for this parcel were underway at the time application mapping was prepared but subsequently determined that no lease would be issued. This parcel is still shown on project mapping but no facility infrastructure will be constructed on these lands unless a lease agreement is signed.	162	<p>TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN: SECTION 34: THE NORTHWEST QUARTER.</p> <p>SECTION 34: THE SOUTHWEST QUARTER THE NORTHWESTERLY PORTION.</p>
134703000001000	VONO FAMILY PROPERTIES LLC Note: Lease negotiations for this parcel were underway at the time application mapping was prepared but subsequently determined that no lease would be issued. This parcel is still shown on project mapping but no facility infrastructure will be constructed on these lands unless a lease agreement is signed.	81	
134703000002000	WAKE BRAD D	81	<p>TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN: SECTION 34: THE SOUTHWEST QUARTER, THE SOUTHEASTERLY HALF.</p> <p>SECTION 34: THE SOUTHEAST QUARTER.</p>
134704000000000	WAKE BRAD D	162	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
103701000004000	WAKE FAMILY PROPERTIES L.L.C.	80	<p>TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN: SECTION 3: THE NORTH ONE/HALF, LYING SOUTHWESTERLY OF CANAL AND EASTERLY OF FINLEY ROAD: LESS PORTION DEFINED AS FOLLOWS: THAT PORTION OF GOVERNMENT LOT 2, LYING SOUTH OF KENNEWICK IRRIGATION DISTRICT CANAL AND EAST OF THE FOLLOWING DESCRIPTION LINE: COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 3: THENCE WEST ALONG THE SOUTH BOUNDARY OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 3 A DISTANCE OF 1900 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 01 DEGREE 18' WEST A DISTANCE OF 390 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT CANAL. EASEMENT DEED 5-31-55. LESS 1.3 ACRES FOR ROAD 11-17-67. SECTION 3: THE SOUTHEAST QUARTER. SECTION 2: THE NORTHEAST QUARTER, SOUTHERLY OF CANAL: THE WEST ONE/HALF, SOUTHERLY OF CANAL: THE SOUTHEAST QUARTER, SOUTHERLY OF CANAL. SECTION 9: THE SOUTHEAST QUARTER. SECTION 10: THE EAST ONE/HALF. SECTION 10: THE SOUTHWEST QUARTER. SECTION 11: THE WEST ONE/HALF: LESS ONE ACRE SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER WHERE THE MAIN RESIDENCE IS LOCATED WITH THE RIGHT OF INGRESS AND EGRESS. TOGETHER WITH PRIVATE ROAD OVER PORTIONS DEFINED AS FOLLOWS: PORTION OF THE SOUTHWEST QUARTER OF SECTION 1 TOWNSHIP 7 NORTH RANGE 30: PORTION OF THE NORTH ONE/HALF OF THE NORTH ONE/HALF OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 7 NORTH RANGE 30. SECTION 14: THE NORTH ONE/HALF OF THE NORTHEAST QUARTER: THE NORTHWEST QUARTER. SECTION 15: THE NORTHEAST QUARTER. SECTION 15: THE NORTHWEST QUARTER.</p>
103704000000000	WAKE FAMILY PROPERTIES L.L.C.	157	
102703000000000	WAKE FAMILY PROPERTIES LLC	332	
109704000000000	WAKE FAMILY PROPERTIES LLC	157	
110701000000000	WAKE FAMILY PROPERTIES LLC	325	
110703000000000	WAKE FAMILY PROPERTIES LLC	162	
111702000001000	WAKE FAMILY PROPERTIES LLC	315	
114701000000000	WAKE FAMILY PROPERTIES LLC	236	
115701000000000	WAKE FAMILY PROPERTIES LLC	162	
115702000000000	WAKE FAMILY PROPERTIES LLC	160	
129871000001000	WILEY JASON & RACHELLE	18	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			FEET WIDE; THENCE NORTH 03°05'03" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 29, A DISTANCE OF 1074.18 FEET, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET AND BEGINS TO WIDEN; THENCE CONTINUE NORTH 03°05'03" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 29, A DISTANCE OF 150.00 FEET, AT THIS POINT THE STRIP OF LAND IS 50.00 FEET WIDE AND CONTINUES TO WIDEN; THENCE CONTINUE LINE OF SAID SECTION 29, A DISTANCE OF 29.83 FEET TO THE TERMINUS FOR THIS DESCRIPTION, AT THIS POINT THE STRIP OF LAND IS 100.00 FEET WIDE; ALSO LESS THE NORTHERLY 65.00 FEET OF THE EASTERLY 904.82 FEET OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 27 EAST, W.M., EXCEPTING THEREFROM ALL THOSE PORTIONS OF THE ABOVE DESCRIBED STRIP LYING WITHIN THE EXISTING COUNTY ROAD RIGHTS OF WAY; PER QCD AF#2006-018261, 06/09/2006 CONTAINING 2.21 AC., MORE OR LESS.
107872000000000	WILEY RANCHES INC,	333	TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 7: THE WEST HALF. FRACTIONAL. TOWNSHIP 8 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN: SECTION 13: ALL OF SECTION. EXCEPT FOR RD. RIGHT OF WAY (AF#2004-011857 04/09/2004) LESS THAT PORTION FOR ROAD RIGHT OF WAY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13, SAID POINT BEING THE TRUE POINT OF BEGINNING, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; THENCE NORTH 00°02'17" WEST, 1,794.16 FEET, AT THIS POINT THE STRIP OF LAND WIDENS TO 60.00 FEET; THENCE CONTINUING NORTH 00°02'17" WEST, 100.00 FEET, AT THIS POINT THE STRIP OF LAND NARROWS TO 30.00 FEET; THENCE CONTINUING NORTH 00°02'17" WEST, 600.00 FEET, AT THIS POINT THE STRIP OF LAND WIDENS TO 55.00 FEET; THENCE CONTINUING NORTH 00°02'17" WEST, 100.00 FEET, AT THIS POINT THE STRIP OF LAND NARROWS TO 30.00 FEET; THENCE CONTINUING NORTH 00°02'17" WEST, 2,650.97 FEET, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE, AND BEGINS TO WIDEN; THENCE NORTH 00°02'17" WEST, 30.00 FEET, AT THIS POINT THE STRIP OF LAND IS 60.00 FEET WIDE; THENCE NORTH 00°02'17" WEST, 30.00 FEET TO THE TERMINUS OF SAID LINE, SAID POINT BEING THE NORTHWEST CORNER OF SAID SECTION 13; PER QCD AF#2004-043347, 12/13/2004 CONTAINING 3.77 ACRES, MORE OR LESS. SECTION 24: THE NORTHEAST QUARTER 160 ACRES MORE OR LESS. TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 29: THAT PORTION OF THE NORTH TWO-THIRDS OF THE EAST HALF OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 27 EAST, W.M. BENTON
113860000000000	WILEY RANCHES INC,	630	
124861000000000	WILEY RANCHES INC,	158	
129871000002001	WILEY RANCHES INC,	198	
111860000000000	WILEY RANCHES INC, 111860000000000	646	
114861000000000	WILEY RANCHES INC, 114861000000000	480	
128870000000000	WILEY RANCHES, INC,	666	

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			<p>COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29 AS MONUMENTED WITH A BRIDGE SPIKE, SAID CORNER IS 4799.53 FEET NORTH 01 DEGREES 14 MINUTES 51 SECONDS WEST OF THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 27 EAST, W.M. AS MONUMENTED WITH A 5/8 INCH REBAR: THENCE NORTH 01 DEGREES 07 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 1781.03 FEET: THENCE SOUTH 89 DEGREES 54 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH TWO-THIRDS OF THE EAST HALF OF SECTION 29 A DISTANCE OF 2637.70 FEET TO THE NORTH-SOUTH CENTER OF SECTION LINE: THENCE NORTH 01 DEGREES 02 MINUTES 50 SECONDS EAST ALONG SAID CENTER SECTION LINE 239.15 FEET TO THE TRUE POINT OF BEGINNING: THENCE CONTINUING NORTH 01 DEGREES 02 MINUTES 50 SECONDS EAST ALONG SAID CENTER SECTION LINE 705.95 FEET: THENCE SOUTH 89 DEGREES 57 MINUTES 34 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 159 ACRES OF THE EAST HALF OF SAID SECTION 29 A DISTANCE OF 1070.14 FEET: THENCE SOUTH 47 DEGREES 00 MINUTES 51 SECONDS WEST 586.79 FEET: THENCE SOUTH 67 DEGREES 46 MINUTES 27 SECONDS WEST 546.90 FEET: THENCE SOUTH 56 DEGREES 22 MINUTES 16 SECONDS WEST 177.17 FEET TO THE SAID TRUE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORDS AND IN VIEW. TO BE COMBINED WITH THE PARCEL LEGALLY DESCRIBED AS: THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 27 EAST W.M. BENTON COUNTY, WASHINGTON: EXCEPT THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER: TOGETHER WITH THE NORTH 2/3 OF THE WEST HALF OF SAID SECTION 29: EXCEPT THE WEST 160 ACRES THEREOF. EXCEPT PORTION DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29 AS MONUMENTED WITH A BRIDGE SPIKE, SAID CORNER IS 4799.53 FEET NORTH 01 DEGREES 1.</p> <p>TOWNSHIP 8 NORTH, RANGE 27 EAST OF THE WILLAMETTE MERIDIAN: SECTION 11: ALL OF SECTION.</p> <p>SECTION 14: THE NORTH HALF AND SOUTHWEST QUARTER: LESS THAT PORTION FOR ROAD RIGHT OF WAY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE NORTH 00°02'17" WEST, 2,652.57 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; THENCE NORTH 00°02'17" WEST, 2,652.57 FEET, AT THIS POINT THE STRIP OF LAND BEGINS TO WIDEN; THENCE NORTH 00°02'17" WEST, 30.00 FEET,</p>

Parcel Number	Owner	Acres ^{1/}	Affected Lands
			<p>AT THIS POINT THE STRIP IS 60.00 FEET WIDE, THENCE NORTH 00°02'17" WEST, 30.00 FEET TO THE TERMINUS OF SAID LINE, SAID POINT BEING THE NORTHEAST CORNER OF SECTION 14; PER QCD AF#2004-043347, 12/13/2004 CONTAINING 1.82 ACRES, MORE OR LESS.</p> <p>SECTION 28: ALL OF SECTION. LESS THAT PORTION FOR ROAD RIGHT OF WAY, BEING DESCRIBED AS FOLLOWS: A STRIP OF LAND OF VARIABLE WIDTH SITUATE IN THE WEST HALF OF THE WEST HALF OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 27 EAST, W.M., BENTON COUNTY, WASHINGTON, THE WESTERLY LINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 28, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; THENCE NORTH 01°25'19" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 700.55 FEET, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE AND BEGINS TO WIDEN; THENCE CONTINUE NORTH 01°25'19" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 450.00 FEET, AT THIS POINT THE STRIP OF LAND IS 50.00 FEET WIDE AND BEGINS TO NARROW; THENCE CONTINUE NORTH 01°25'19" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 300.00 FEET, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; THENCE CONTINUE NORTH 01°25'19" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1200.00 FEET, AT THIS POINT THE STRIP OF LAND BEGINS AT 30.00 FEET WIDE AND EXTENDS EASTERLY, PERPENDICULARLY TO THE WEST LINE OF SAID SECTION 28, TO A POINT WHERE THE STRIP IS 40.00 FEET WIDE AND BEGINS TO WIDEN; THENCE CONTINUE NORTH 01°25'19" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 21.74 FEET, TO THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 03°05'03" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 128.50 FEET, AT THIS POINT THE STRIP OF LAND IS 60.00 FEET WIDE; THENCE CONTINUE NORTH 03°05'03" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 100.00 FEET, AT THIS POINT THE STRIP OF LAND IS 60.00 FEET WIDE AND BEGINS TO NARROW; THENCE CONTINUE NORTH 03°05'03" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 100.00 FEET, AT THIS POINT THE STRIP OF LAND IS 30.00 FEET WIDE; THENCE CONTINUE NORTH 03°05'03" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 2200.00 FEET, AT THIS POINT THE STRIP OF LAND BEGINS AT 30.00 FEET WIDE AND EXTENDS EASTERLY, PERPENDICULAR TO THE WEST LINE OF SAID SECTION 28, TO A POINT WHERE THE STRIP IS 35.00 FEET WIDE; THENCE CONTINUE NORTH 03°05'03" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 50.00 FEET, AT THIS POINT THE STRIP OF LAND IS 35.00 FEET WIDE AND BEGINS TO WIDEN; THENCE CONTINUE</p>

Parcel Number	Owner	Acres ^{1/}	Affected Lands	
			NORTH 03;05'03" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 44.94 FEET, AT THIS POINT THE STRIP OF LAND BEGINS AT 145.00 FEET WIDE AND EXTENDS EASTERLY, PERPENDICULAR TO THE WEST LINE OF SAID SECTION 28, TO A POINT WHERE THE STRIP IF 321.39 FEET WIDE; THENCE CONTINUE NORTH 03;05'03" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 50.00 FEET WIDE, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 28 AND THE TERMINUS OF THIS DESCRIPTION, AT THIS POINT THE STRIP OF LAND IS 321.39 FEET WIDE; EXCEPTING THERE FROM ALL THOSE PORTION OF THE ABOVE DESCRIBED STRIP LYING WITHIN THE EXISTING COUNTY ROAD RIGHTS OF WAY; PER QCD AF#2006-019138, 06/16/2006 CONTAINING 4.16 AC., MORE OR LESS.	
114784000000000	WILKERSON LARRY & LORI	159	TOWNSHIP 7 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN: SECTION 14: THE SOUTHEAST QUARTER. SECTION 19: THE NORTHEAST QUARTER. SECTION 20: THE EAST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER APPROXIMATLY 400.00 AC. SECTION 20: THE WEST HALF OF THE NORTHWEST QUARTER. SECTION 21: THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER. SECTION 21: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER. SECTION 21: THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER. SECTION 22: THE SOUTHEAST QUARTER THEREOF. SECTION 23: ALL OF SECTION. SECTION 21: WEST ONE HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER. SECTION 21: SOUTH ONE HALF OF THE NORTHWEST QUARTER. SECTION 21: SOUTHWEST QUARTER.	
119781000001001	WILKERSON LARRY & LORI	166		
120781000001001	WILKERSON LARRY & LORI	414		
120782000001000	WILKERSON LARRY & LORI	86		
121781000002000	WILKERSON LARRY & LORI	41		
121781000003000	WILKERSON LARRY & LORI	41		
121781000004000	WILKERSON LARRY & LORI	41		
122784000000000	WILKERSON LARRY & LORI	168		
123780000000000	WILKERSON LARRY & LORI	652		
121782000004000	WILKERSON LARRY E & LORI D	18		
121782000005000	WILKERSON LARRY E & LORI D	80		
121783000000000	WILKERSON LARRY E & LORI D	162		
115790000000000	WOODEN TETON PROPERTIES LLC	663		TOWNSHIP 7 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN: SECTION 15: ALL OF SECTION.
119703000000000	WOODEN TETON PROPERTIES LLC	158		TOWNSHIP 7 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN:

