

**From:** [Nathan Baker](#)  
**To:** [Shiley, Alex \(EFSEC\)](#)  
**Cc:** [Thompson, Jonathan C \(ATG\)](#); [Steve McCoy](#); [Rick Aramburu](#); [Owens, Joan \(EFSEC\)](#); [Grantham, Andrea \(EFSEC\)](#); [Carol Cohoe](#)  
**Subject:** FW: WRE Comment 016  
**Date:** Wednesday, June 19, 2024 9:52:08 PM  
**Attachments:** [016.complete.pdf](#)  
**Importance:** High

---

External Email

Friends of the Columbia Gorge requests that EFSEC staff, **prior to June 20 at 12:30 p.m.**, complete the following four actions:

1. Share the attached PDF with the Council,
2. Place the attached PDF in the administrative record for the pending Transfer Application for the Whistling Ridge Energy Project,
3. Post the attached PDF on EFSEC's website, and
4. provide confirmation by email to Friends of the Columbia Gorge (at [nathan@gorgefriends.org](mailto:nathan@gorgefriends.org) and [steve@gorgefriends.org](mailto:steve@gorgefriends.org)) that the first three actions have been completed.

Please note that an incomplete version of the attached letter (without its attachments) appears as comment #016 on EFSEC's website.

To avoid any confusion on EFSEC's website, we recommend posting the attached PDF on the website as an additional PDF labeled "016 Complete" or "016 with Attachments" or something similar, rather than replacing comment #016 at its URL. That way, people who had previously viewed and/or download comment #016 will be able to see at a glance that the attached PDF has been newly added to the website.

For more information, please see the email correspondence below (and the multiple emails sent by Rick Aramburu's office over the past month regarding this letter).

Thank you very much.

Nathan Baker, Senior Staff Attorney  
Friends of the Columbia Gorge  
[nathan@gorgefriends.org](mailto:nathan@gorgefriends.org)  
(503) 241-3762 x101

---

**From:** Carol Cohoe <carol@aramburulaw.com>  
**Sent:** Tuesday, June 18, 2024 11:43 AM  
**To:** comments@efsec.wa.gov  
**Cc:** Rick Aramburu <Rick@aramburulaw.com>; Nathan Baker <Nathan@gorgefriends.org>

**Subject:** WRE Comment 016

Comment 016 is posted (under Recent Activity and the public comments for the WRE SCA requests) as only the letter, without the separate attachments sent via link, so I am attaching for EFSEC's use a combined, optimized-for-size PDF so that a single but complete PDF can be posted on the website. The attachment is still 11 MB so please confirm by return that you received the email and are able to retrieve the complete PDF.

Carol Cohoe  
Legal Assistant

Law Offices of J. Richard Aramburu, PLLC

*Please "REPLY ALL" to ensure that Mr. Aramburu also receives your response.*

705 Second Ave Suite 1300

Seattle, WA 98104-1797

Telephone (206) 625-9515 Facsimile (206) 682-1376

This message may be protected by the attorney-client and/or work product privilege. If you received this message in error please notify us and destroy the message. Thank you.

# LAW OFFICES OF J. RICHARD ARAMBURU PLLC

705 Second Avenue, Suite 1300  
Seattle, WA 98104-1797  
Telephone 206.625.9515  
Facsimile 206.682.1376

www.aramburulaw.com  
www.aramburu-eustis.com

May 16, 2024

Energy Facility Site Evaluation Council  
621 Woodland Square Loop SE  
PO Box 43172  
Olympia, WA 98503-3172  
Delivery by email to: [efsec@efsec.wa.gov](mailto:efsec@efsec.wa.gov)

RE: Application No. 2009-01 of the WHISTLING RIDGE ENERGY PROJECT LLC for  
the WHISTLING RIDGE ENERGY PROJECT: Transfer of SCA

Dear Council Members:

This office represents Save Our Scenic Area and Friends of the Columbia Gorge (in this comment we will simply make reference to "SOSA"), interested parties and active participants in proceedings before this Council concerning the Whistling Ridge Energy Project from 2009 through 2012. We adopt by reference the two letters earlier submitted by Friends regarding the SCA Transfer request and the Extension request. SOSA's interest in the project continues to this date.

SOSA opposes the request to transfer the SCA for the reasons stated below. In summary, the supposed transfer without submission to, or approval of, the Council is wholly inconsistent with long-standing Council rules. The Council should deny the request to transfer the SCA and determined that the SCA has been abandoned by the actions of the original permit holder.

## 1. BACKGROUND FACTS.

On March 10, 2009, WRE filed with this Council an application to construct and operate a wind energy project with up to 50 turbines with a "maximum installed nameplate capacity of up to 75 MW."<sup>1</sup> The turbines would each have minimum nameplate

---

<sup>1</sup>Council Order 869 (Order and Report to the Governor Recommend Approval of Site Certification in Part, on Condition), page 1. Project Application at page 2.3-1.

capacity of 1.5 MW, but could be as large as 2.5 MW.<sup>2</sup> The Applicant stated that the turbines would be installed “in designated corridors on or near ridge tops on the north rim of the Columbia River Gorge....”<sup>3</sup> Each corridor would be 200 feet wide, and would contain a certain number of turbines, but “the specific turbine type and manufacturer ha[d] not been selected” in the 2009 application.<sup>4</sup> The more precise locations of the turbines were to be set at a later “micro-siting stage.” The Application states that:

Each turbine would be up to approximately 426 feet tall (262-foot hub height and 164-foot radius blades, measured from the ground to the turbine blade tip), and would be mounted on a concrete foundation. Wind turbines would be grouped in “strings,” each spaced approximately 350 to 800 feet from the next (approximately 1.5 to 2.5 times the diameter of the turbine rotor).

Based on this information, draft and final environmental impact statements were prepared for the proposal.<sup>5</sup> The proposed corridors were shown on Figure 2-1 in the FEIS and the project description above was consistent with the application.<sup>6</sup>

The adjudication hearing before the full Council began on January 3, 2011, in Skamania County. As prefiled direct and rebuttal testimony had been submitted, the hearing was principally cross examination based on written testimony. The first witness to be cross examined was Jason Spadaro, the project manager, SDS president and WRE president. During cross examination by counsel for SOSA, Mr. Spadaro interrupted to “make a comment . . . regarding the number of turbines and location of those turbines.”<sup>7</sup> He went on to essentially *change the application* by saying: “I would stipulate at this point before this Council that 2-megawatt machines or larger would be used for this project.”<sup>8</sup> Mr. Spadaro went on to say that:

By going with 2-megawatt or larger machines we now have the option of going with fewer turbines with a maximum of 38 instead of 50. The tradeoffs with fewer larger turbines they have a larger wake effect. There are a couple of rows that

---

<sup>2</sup>Project Application at page 2.3-1.

<sup>3</sup>*Id.* at 2.

<sup>4</sup>Project application, page 2.3-3

<sup>5</sup>The FEIS was issued in August 2011.

<sup>6</sup>FEIS, Section 2.1.3.1, page 2-5. The FEIS may be found on the Council's website.

<sup>7</sup>Tr. 74:24-25

<sup>8</sup>Tr.. 73:20-22.

are shown here, the E-row and the F-row, are only viable if there are smaller turbines being used. Those two at 10 2-megawatt machines, those two rows can be dropped out, and then the 38 turbines would be scattered among the remaining corridors that we're seeking permitting for.<sup>9</sup>

Thus the Applicant stated that the proposal to install 38 of the larger 2.0 MW turbines included the removal of the two of the smaller turbine strings, "E" and "F," which were designated for five total turbines. Other than his statement that the remaining 38 large turbines would be "scattered among the remaining corridors," the number of turbines in each corridor was not specified. But Mr. Spadaro stated that, with the stipulation regarding the minimum turbine size, keeping the remaining strings was critical to the success of the project:

With regard to the A-string which we will hear a lot about in the next week, week and a half, the main issue here is obviously scenic resources. With regard to the A-string, that reduces the number from seven 1.5 machines to five machines by going to a 2-megawatt or larger machines. Any further downsizing though of the project we still need in order to get 38 machines, we still need to have the same start point and the same end point along these ridges and along the turbine corridors. Dropping or starting the start point farther north or pushing the end point farther south reduces the total size of the project, and we cannot accept that; otherwise, it kills the project. That's the end of my remarks.<sup>10</sup>

(Emphasis supplied). As indicated, the stipulation was actually more of an ultimatum: if any turbine corridors are removed, "it kills the project."<sup>11</sup>

The project, as modified at the beginning of the hearing, was to be located on commercial forest land owned by S.D.S. Co., LLC and Broughton Lumber Company. Ownership of the project was described in the application as: "Whistling Ridge Energy LLC, a special purpose corporation operating in the State of Washington, is developing and would own the project." WRE was "wholly owned by S.D.S. Co., LLC," also owner of much of the project site itself.

Following extended hearings and proceedings in which SOSA/Friends were active participants, on October 6, 2011, the Council issued Order 868, the "Adjudicative Order Resolving Contested Issues" which was signed by the seven Council members,

---

<sup>9</sup>Tr.. 74:4-12.

<sup>10</sup>*Id.* at lines 13-25.

<sup>11</sup> The applicant stipulated to retaining the size limitation for the minimum 2.5 MW turbines, i.e. "The maximum height we are seeking permitting for is 426 feet . . ." Tr. 78:1-12.

with a “Concurring Opinion of Chairman James Luce.” At page 22, the Council concluded as follows:

We adopt the suggestion of Counsel for the Environment, supported by SOSA to eliminate the portion of the A corridor containing Turbines A-1 through A-7 from the approved siting area. In light of our site view and our analysis of tower visibility based on Fig. 4.2-5 and simulations, we also find the entire C corridor, tower locations C-1 through C-8, to be impermissibly intrusive into the scenic vista unique to the Columbia Gorge and the heritage associated with it and it is also denied. Therefore, we find this portion of the site to be unsuitable for the proposed project.

Order 869, “Order and Report to Governor Recommending Approval of Site Certification in Part, on Condition,” adopted the reasoning in Order 868 (emphasis supplied).<sup>12</sup> This Council conditioned its approval on the project by removing the two “turbine strings,” A1-A7 and C1-C8, with a total of 15 turbines.<sup>13</sup>

The applicant WRE filed a vigorous objection to the decision to remove the A1-A7 and C1-C8 turbine strings. The Council declined to modify its decision and rejected WRE’s reconsideration request. Governor Gregoire carefully considered WRE’s objections and concerns that the project would not be viable as conditioned, but affirmed this Council recommendation. WRE accepted the actions of EFSEC and the Governor by signing the SCA.<sup>14</sup> Significant to this proceeding, WRE did not file judicial challenges to the decision of the Council and the Governor.

Instead of proceeding with the necessary studies and detailed site planning, we now learn that in December, 2020, S.D.S. CO., LLC, the owner of both the SCA and the lands on which the project would reside, decided to liquidate its assets, publicly stating its intentions.<sup>15</sup> Nine months later, on September 30, 2021, S.D.S. CO., LLC announced that Twin Creeks Timber, LLC (TCT), had agreed to buy the S.D.S. Co.,

---

<sup>12</sup>Indeed, in Order 869, the Council required these “unsuitable lands” be legally described: Applicant shall no later than the time for filing petitions for reconsideration file legal description of the affected land for inclusion in the Site Certification Agreement as territory prohibited from use for turbine towers or other Project structures.  
Page 13, Footnote 23. However, no such descriptions have ever been filed.

<sup>13</sup>The location of the several strings is shown in Attachment 3, Figure 2-1 from the FEIS.

<sup>14</sup>The signed SCA is on the Council Whistling Ridge website.

<sup>15</sup>See Attachment 4, article from the December 30, 2020 edition of the Goldendale Sentinel.

LLC assets.<sup>16</sup> Apparently, TCT and S.D.S. Co., LLC had entered into a “Membership Interest Purchase Agreement” dated September 21, 2021, “pursuant to which SDS Timber has agreed to transfer and convey to Assignee [which is referenced in other documents as TCT] the SDS assets” which included all the real property on which the project would be built. *Id.* This “transfer” was in fact a *liquidation* of its assets; while SDS remains as a corporate entity, we believe it is only a “shell” company with substantially no assets; it is incapable of funding or moving forward with the Whistling Ridge project.

When SDS decided to liquidate its assets (including the SCA), no effort was made by S.D.S. CO., LLC or by TCT to inform this Council nor to notify parties of record of the transfer of the sale.

Then on March 2, 2022, this Council received a draft “Request to Extend Term of Site Certificate Agreement Pursuant to WAC 468-68-080” (the “draft Extension Request”).<sup>17</sup>

Two weeks later, on March 16, 2022, Green Diamond Management Company (GDM) stated it was the “authorized representative for Twin Creeks Timber, LLC (TCT), the new owner of Whistling Ridge Energy LLC” (hereinafter, TCT)<sup>18</sup> (emphasis supplied). The letter went on to say that “TCT acquired Whistling Ridge as part of a larger acquisition in November of 2021.” Green Diamond acknowledged the filing of the extension request, but indicated it was “the first of two filings” stating “the second will be a request to amend the SCA to account for the change in ownership of Whistling Ridge from the prior owner to TCT.” As to timing, the letter said the request for transfer would be filed “in the next several weeks.” Green Diamond further asked that “a single process” before the Council deal with both the ownership change and the previously filed SCA extension request. Its letter stated that it “anticipated filing the request for transfer in the next several weeks, . . .” The letter also asked that this Council “take no action on either request until we are prepared to move forward on both.”

The actual transfer request was not filed until September 13, 2023, some eighteen months later. As anticipated in its March 16, 2022 letter, the transfer request asked the Council to retroactively approve a transfer of the SCA which actually took place in September, 2021. See Attachment 4.

In its 2023 extension request, WRE claims that delays in proceeding with the

---

<sup>16</sup>See press release from SDS at Attachment 5.

<sup>17</sup>The Transfer Request was not sent to parties of record in the Whistling Ridge adjudication.

<sup>18</sup> See Attachment 2.

project were due to litigation that only ended in 2018 when appeals were exhausted. See September 23, 2023 Extension Request at page 4. The Request goes on to say:

no project facing fierce, multi-year litigation can secure financing or otherwise proceed if pending appeals jeopardize construction. No prudent developer proceeds with construction and operation of an energy facility if there is any risk of an appeal outcome that would require the dismantling of an operating facility.

But even WRE admits that the real reason the project did not move forward during the 2018-2021 time period was that the SDS Board was “*undergoing protracted internal conflict*.” September 23, 2023 Extension Request at 2. As will be discussed, it is likely conflict might have developed over the fact that the project was “likely not economically feasible” as claimed by its lawyer, Tim McMahan, in its Reconsideration Petition filed on October 27, 2011. See Attachment 9.

The first notification to this Council of the sale was not a request to approve the transfer of the SCA, but a letter sent to Sonia Bumpus from Green Diamond Management on March 16, 2022. That letter informed the Council that TCT was “the new owner of Whistling Ridge Energy, LLC” and “had acquired Whistling Ridge as part of a larger acquisition in November of 2021.” No information was provided regarding the nature of the sale, the financial or other terms, or whether TCT agreed to assume the existing obligations of SDS.

### **3. AUTHORITY.**

As will be summarized below, the request to extend the SCA should be denied for the following reasons.

#### **3.1 *The SCA has expired by its terms and otherwise been abandoned by the Certificate Holder.***

WAC 463-68-030, “Term for start of construction” states:

Subject to conditions in the site certification agreement and this chapter, construction may start any time within ten years of the effective date of the site certification agreement.

The SCA for this project is explicit on the subject on page 1:

Construction shall begin only upon prior Council authorization and approval of such certifications. If the Certificate Holder does not begin construction of the Project within ten (10) years of execution of the SCA, all rights under this SCA will cease.

Indeed, the SCA has a second deadline, also on page 1:

This Site Certification Agreement authorizes the Certificate Holder to construct the Project such that Substantial Completion is achieved no later than ten (10) years from the date that all final state and federal permits necessary to construct and operate the Project are obtained and associated appeals have been exhausted.

There is no demonstration that any progress on construction or permitting of project elements has taken place while the SCA and project property were owned by SDS.

In fact, the holder of the SCA, SDS, has conveyed away the rights to the SCA, together with the land on which it would be built, to a new owner, without seeking the approval required by Council rules and by the SCA itself. As such SDS/WRE deliberately abandoned its SCA, likely because they fully understood the project is not viable. Further, as noted above, SDS has now liquidated its assets and is not in a financial, technical or managerial position to move forward with the project approved in the SCA, or indeed any wind turbine project at all. As noted above, there is no intent shown to pursue the approved project, by either the original SCA holder (SDS) or the transfer applicant (TCT).<sup>19</sup>

Under these circumstances, it is appropriate for the Council to terminate the SCA effective the date the SCA was transferred by SDS to TCT, in September, 2021. TCT, the transfer applicant, says it is reviewing “financial and environmental feasibility,” stating its unwillingness to move forward with the project as approved by the Governor on March 5, 2012. If the new owner wants to change the project to its own liking, it may file a new application. Indeed, one of the “actions” to be completed by the consultants for TCT is:

Develop schedule to complete all study work needed for Site Certificate Amendment Application.”

2023 Extension Application at page 7 (Attachment A). TCT has no interest in proceeding under the 2012 SCA.

Moreover, the September 13, 2023 Transfer Request, describing its “managerial, and technical capability to comply with the terms and conditions of the SCA” provides no commitments of any kind. It says:

---

<sup>19</sup>Moreover, even without the voluntary abandonment, the SCA has expired, though the claimed successor to SDS claims that the “effective date” of the site certificate is when the representative “of the applicant” signed the SCA (November 18, 2013) rather than when it was signed by the Governor (March 5, 2012). Friends and SOSA address this issue in a separate filing with the Council.

Applicant is developing a memorandum of understanding with Steelhead to provide development services and potentially take a leading or controlling interest in the Project and its further development. As noted above, Applicant has contracted with Navitas Development and Steelhead after approval of this Transfer Application and the Extension Request.

See page 3 (Emphasis supplied). Now more than two and a half years after it acquired the SCA (and the project lands), and two years since TCT said a transfer request would be forthcoming “in the next several weeks,” there are still no firm understandings to proceed with the SCA.

With the advice of experienced legal council, WRE and TCT agreed to convey the SCA and all the land necessary to locate any wind turbines without notice to, or approval of EFSEC. The Council should determine that the 2012 SCA has been abandoned by the holder of the SCA and that it is void.

**3.2 *Twin Creeks Timber lacks standing to apply for an extension request or transfer the SCA, especially one that requests a “single process” for both actions.***

As described above, the SCA expired by its terms and has been abandoned by the permittee. Even if that were not true, the new owner cannot seek either a transfer or extension of the SCA approved in March, 2012.

Insultingly, the Council is asked for retroactive approval of an already completed transfer when the applicant had refused to provide notice to the Council or parties of record of the intended ownership transfer. The Council should not consider the request to extend the SCA (by three years) by an entity that lacks standing to make such a request. The SCA, signed by SDS and the Governor, expressly provides under Section K, “Amendment of Site Certification Agreement” that:

2. No change in ownership or control of the Project shall be effective without prior Council approval to EFSEC rules and regulations.<sup>20</sup>

(Emphasis supplied.) This Council’s rules for “Transfer of site certification agreement” are found at WAC 463-66-100 and provide that:

No site certification agreement, any portion of a site certification agreement, nor any legal or equitable interest in such an agreement issued under this chapter shall be transferred, assigned, or in any manner disposed of (including

---

<sup>20</sup>Site Certification Agreement at page 16.

abandonment), either voluntarily or involuntarily, directly or indirectly, through transfer of control of the certification agreement or the site certification agreement owner or project sponsor without express council approval of such action.

(Emphasis supplied.)

A “formal application” to transfer the SCA must be filed under WAC 463-66-100(1) and must include:

information about the new owner required by WAC 463-60-015 and 463-60-075 that demonstrate the transferee's organizational, financial, managerial, and technical capability to comply with the terms and conditions of the original site certification agreement including council approved plans for termination of the plant and site restoration.

Of course, the proposed new owner, TCT, carefully states that it has not agreed to the terms of the SCA, and is only prepared to “review the financial and environmental feasibility of constructing the facility prior to commencing any studies.”<sup>21</sup> It says not a word about its “capabilities” to meet the terms of the SCA.

WAC 463-60-015 requires “an appropriate description of the applicant’s organization and affiliation” and WAC 463-60-075 requires “full disclosure by applicants” including “all information known to the applicant which has a bearing on site certification.” No information is provided concerning TCT and its organizational, managerial or financial ability, or willingness, to complete the project approved. WAC 463-66-100(3) requires “any person who submits an application to acquire a site certification agreement under provisions of this section to file a written consent from the current certification holder . . . attesting to the person’s right . . . to possession of the energy facility involved.” No consent has been filed by SDS.

Procedurally, under its transfer procedures, WAC 463-66-100(4), the Council or applicant must “mail a notice of the pending application for transfer of the site certification agreement to all persons on its mailing list . . . .” After this mailing, “the council shall hold an informational hearing on the application.” WAC 463-26-025 describes procedures for a public information meeting, including at Subsection (1) the obligation of the applicant to make a presentation and at Subsection (2) that the “general public shall be afforded an opportunity to present written or oral comments relating to the proposed project.” Subsection (3) provides: “The informational meeting shall be held in the general proximity of the proposed project as soon as practicable

---

<sup>21</sup>See Extension Request dated September 13, 2023.

within sixty days after receipt of an application for site certification.”<sup>22</sup>

Following the informational hearing, “the council shall issue a formal order either approving or denying the application for transfer of the site certification agreement.” WAC 463-66-100(5).

As described, SDS and TCT have deliberately chosen to avoid these clear requirements of the SCA, and this Council’s rules, by the unapproved transfer of both the SCA and the property to a new owner two and a half years ago. The record indicates that S.D.S. Co., LLC was actively marketing its properties, including the SCA, since December, 2020. The record further indicates that the agreement to acquire these assets was reached in September, 2021, with a closing in the fourth quarter of 2021. See Attachment 4. There was sufficient time between the agreement to convey the permit (and necessary real estate) and the formal closing to prepare an application for transfer of the SCA under the Council’s rules, particularly WAC 463-66-100. Moreover, there is no indication that closing of the transaction, including transfer of the SCA, could not have been made contingent on approval of the transfer by this Council. The transfer applicant, TCT, has not provided copies of the agreement to transfer the property (and the SCA) from SDS to TCT. “Full disclosure” has not been provided.

Moreover, it is commonplace in sales of valuable property, including those that require regulatory approval for the asset transfer, to make the transfer contingent on such regulatory approval. No reason is offered as to why this standard commercial practice was not followed for this transaction.

As counsel for S.D.S. Co., LLC and/or TCT is familiar with Council rules, and with the Whistling Ridge application in particular,<sup>23</sup> the improper transfer cannot be excused by ignorance of the long standing rules for Council approval of the transaction.

In clear violation of these rules, an application has now been filed to extend the effective duration of the 2012 SCA. However, the rules of this Council are clear and explicit: “A request for amendment of a site certification agreement shall be made in writing by a certificate holder to the council.” WAC 463-66-030 (emphasis supplied). In short, as an unapproved successor in interest to S.D.S. Co., LLC, TCT has no standing to pursue an extension amendment. In that regard, the Council should deny the

---

<sup>22</sup>As far as we know, TCT has not mailed or otherwise sought to notify the parties of record in the adjudicative proceeding that an application to transfer or extend the SCA has been filed. This Council’s Rules on Adjudicative Proceedings at WAC 463-30-120 -(3) require: “(a) A copy of each pleading, motion, and document filed with the council shall be simultaneously served upon each party.”

<sup>23</sup>Mr. McMahan represented WRE through the entire adjudication before this Council.

request for amendment of the SCA to TCT.<sup>24</sup>

Moreover, as the presumptive transferee of this SCA, TCT has asked that the request to transfer the SCA be consolidated with the request to amend the SCA itself. Indeed TCT's letter to this Council, dated March 16, 2022, imperiously announced to this Council that it was already "the new owner of Whistling Ridge Energy LLC." Further, that letter indicated that, as the "new owner," it sought an amendment of the SCA, stating that: "we anticipate filing a request for transfer in the next several weeks" and requesting that the SCA amendment and transfer requests be considered "in a single process."<sup>25</sup> Indeed, TCT said: "We ask that the Council not take action on either request until we are prepared to move forward on both."

Also important to this SCA transfer request is the representation of TCT that when the SCA property was transferred to it, it would continue to use the property as timber land. As seen on the attached "Notice of Continuance, Land Classified as Current Use or Forest Land," executed on November 21, 2021, which stated that there was no "reclassification pending for these parcels" to other uses, such as a industrial wind farm."<sup>26</sup> This ignored that the SCA permitted 1,152 acres of the property (classified as Forest Land) to be used for the project.<sup>27</sup> Their "Timber Management Plan" with the Notice of Continuance stated that:

Twin Creeks will acquire approximately 7,700 acres located in Skamania County, Washington classified as Designated Forest Land. This land will be primarily devoted to and used to grow and harvest timber.

TCT did not disclose that it would be seeking to use part of the property covered by the transfer for a wind turbine project.<sup>28</sup>

---

<sup>24</sup>The request to extend the term is signed by Mr. McMahan, but it is not clear whether he represents SDS or TCT, or both.

<sup>25</sup>Green Diamond's March 16, 2022 request letter for TCT is Attachment 2.

<sup>26</sup>See Attachment 6 hereto.

<sup>27</sup>Order 868 at page 5.

<sup>28</sup>Though SDS had stated that WRE project was "considered to be part of the timberland properties" (Attachment 4, page 2), when the timberlands were transferred, the SCA was not mentioned. The Real Estate Excise Tax Affidavit filed for the transfer of the property from S.D.S. Co., LLC to Twin Creeks Timber, claimed a tax exemption based on WAC 458-61A-211(2)(c): "The transfer by an entity of its interest in real property to its wholly owned subsidiary." Real Estate Excise Tax Affidavit, emphasis supplied, filed December 16, 2021, Attachment 7. As a result the "Gross Selling Price" for the property on which the wind turbine project is located is listed as "0.00" and no excise tax was paid.

Indeed, the application to amend the SCA for additional time is sought “to undertake due diligence work for the facility” and to take time “to consider commercial viability.” Request at page 4. However, such due diligence should have been part of the due diligence conducted by TCT prior to acquiring SDS’s assets.<sup>29</sup> Indeed, during the SCA process itself, SDS claimed in its Petition for Reconsideration that:

In fact, extensive testimony in the record evidences that the recommended Project likely is **not** economically viable. The A1-A7 turbine corridor has a robust wind resource, and eliminating it and the C1-C8 turbine corridor “kills the project.”

See Tr. At 74:21-24, 149:2-10 (emphasis in original).<sup>30</sup>

(Emphasis in original).<sup>31</sup> TCT acquired a project from a seller (SDS) that had already determined it “likely not economically viable” because this Council had disapproved two of the proposed turbine strings. Presumably, SDS shared the information behind its financial analysis with TCT (as a part of full disclosure) and TCT was fully informed regarding financial feasibility issues. Indeed if TCT had read the FEIS, it would have been informed that:

As discussed above, the proposed Project Area contains a series of ridge lines that are conducive to locating wind turbines, but at the same time are limiting as to where those turbines could be placed. This means that there are limited options for locating wind turbines within the Project Area. Alternative turbine configurations were considered, but were eliminated from further study because

---

<sup>29</sup>In fact, SDS had previously entered into a “Short Form Wind Energy Lease Agreement” with Pacificorp Power Marketing on January 29, 2003, one of the purposes of which was: Determine the feasibility of wind energy conversion and other power generation on the property, including studies of wind speed, wind direction and other meteorological data and extracting soil samples.

(Emphasis supplied.) See Attachment 8, page 2. On termination of the lease, “any information regarding the potential and productivity of the property for Wind Energy Purposes collected by Tenant (Pacificorp) will be made available to Owner (SDS) for Owner’s use.” *Id.* at Paragraph 3, page 3. The Lease was signed by Jason Spadaro, SDS’s witness in the Adjudication and was drafted by the same law firm that represented SDS in the 2011 proceedings (Stoel Rives).

The record is clear that there has been years of review, and re-review, of the usefulness of this property for wind turbines. See footnote 34 below.

<sup>30</sup>See “Applicant’s Petition for Reconsideration of Council Orders 4 Nos. 868 and 869” (October 27, 2011) at 2:4-7 enclosed as Attachment 9.

<sup>31</sup>Indeed Puget Sound Energy (PSE) also investigated development of the site, then known as the “Saddleback” project. PSE signed a “System Impact Study Agreement with BPA on January 10, 2008 to identify system construction constraints for the 75 MW of load from the project. See Attachment 10. Like Pacificorp, and now SDS, PSE did not pursue development of a wind project on the property.

they either did not appropriately utilize the wind resource present within the Project Area or compromised the economic feasibility of the proposed Project.<sup>32</sup>

(Emphasis supplied). The current lawyer for TCT (Tim McMahan) is the same lawyer that wrote the Reconsideration request for WRE in October, 2011. TCT came into this proceeding with “eyes wide open.”

It seems likely that the reason TCT did not seek transfer of the SCA before closing is that it did not want to be stuck with a “pig in a poke” and wanted the option to abandon the whole SCA if its transfer request was not granted.

TCT claims that litigation over the project permits pursued by SOSA and Friends exacted “significant cost for the Applicant.”<sup>33</sup> It is not clear what this means, but it is unrelated to the current situation. It was in December, 2020, that the Board of Directors of SDS decided to sell the company; as the new President of the company stated: “They (the Board) decided to sell SDS in its entirety, but will sell piecemeal.”<sup>34</sup> The company was being liquidated and there is no evidence that this had nothing to do with the wind turbine project or the SCA.<sup>35</sup> If the current SCA was an important part of the transaction, surely TCT would not have risked the transfer from SDS not being approved by this Council.<sup>36</sup> There is no indication how much TCT paid for the Site Certification Agreement (if anything), or the terms of the transaction.

In summary, the Council should determine that TCT does not have standing to request an extension of the SCA or its transfer request.

#### **4. CONCLUSION.**

The transfer request is best characterized by the old saying: “it is better to seek forgiveness than permission.” SDS decided it would rid itself of this useless asset by hiding it in a larger transfer, without bothering to inform this Council or interested parties and without following clear regulatory direction to receive prior approval for the transfer. The application to transfer the Whistling Ridge SCA to TCT should be denied for two

---

<sup>32</sup>FEIS Section 1.4.3.4, page 1-15.

<sup>33</sup>Amendment Request at 1.

<sup>34</sup>Goldendale Sentinel, December 30, 2020.

<sup>35</sup>As indicated above, there was abundant information about the economic feasibility of the project from the 2003 Wind Energy Lease (Attachment 8) and from the 2009-11 adjudication before this Council.

<sup>36</sup>The only mention of SCA was backhand; i.e. “the Whistling Ridge wind turbine project is currently considered to be part of the timberland properties.” Attachment 4, page 2.

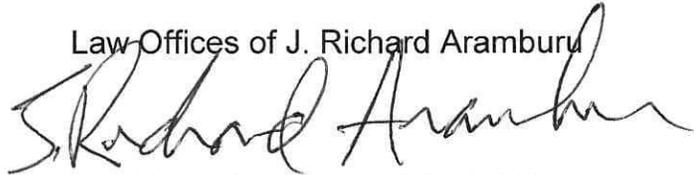
reasons.

First, the SCA has been abandoned by the certificate holder SDS because it did not seek to have the transfer to TCT approved by this council.<sup>37</sup>

Second, the applicant TCT does not have standing to make this application because it is not the owner of the SCA. TCT cannot qualify as the owner of the current SCA unless the Council receives and passes on a request for transfer. The evidence is clear that TCT knowingly avoided the transfer requirements and has no interest in pursuing the project described in the SCA.

For these reasons the request to approve the transfer should be denied.

Law Offices of J. Richard Aramburu

A handwritten signature in black ink, appearing to read "J. Richard Aramburu", written in a cursive style.

J. Richard Aramburu, WSBA 466  
Attorney for Save Our Scenic Area

---

<sup>37</sup>In addition, the SCA expired by its terms on March 5, 2022, ten years from its approval by the Governor as demonstrated in Friends and SOSA separate filing.

**ATTACHMENT LIST**

PDF  
Page #s:

- |     |  |         |
|-----|--|---------|
| 1.  | Application to Transfer Site Certification Agreement for the Whistling Ridge Energy Project (March 2, 2022)                | 16-25   |
| 2.  | Letter from Green Diamond for Twin Creeks Timber dated March 16, 2022  | 26-27   |
| 3.  | Whistling Ridge FEIS Figure 2-1, Proposed Array Locations  | 28      |
| 4.  | December 30, 2020 Goldendale Sentinel article re sale of SDS   | 29-31   |
| 5.  | SDS Lumber Co. Press Release (9-30-21)   | 32-33   |
| 6.  | Skamania County Recorded Document 2021-4124 (SDS-TCT Notice of Continuance, Land Classified as Current Use or Forest Land) | 34-52   |
| 7.  | SDS-TCT Real Estate Excise Tax Affidavit #35880  | 53-95   |
| 8.  | Recorded Document 2003-147552, "Short Form Wind Energy Lease Agreement"  | 96-108  |
| 9.  | WRE Petition for Reconsideration of EFSEC Orders, dated October 27, 2011   | 109-118 |
| 10. | 2008 BPA System Impact Study for Saddleback Project per Agreement with Puget Sound Energy                                  | 119-123 |

**Application to Transfer Site Certification Agreement for the  
Whistling Ridge Energy Project to Twin Creeks Timber, LLC, as the new  
Parent of Whistling Ridge Energy, LLC**

**WAC 463-66-100**

**September 13, 2023**

Whistling Ridge Energy, LLC (“Applicant”) submits this application for transfer (“Transfer Application”) of a controlling interest in Applicant and the Site Certification Agreement effective as of November 19, 2013 (“SCA”) for the Whistling Ridge Energy Project (“Project”). Twin Creeks Timber, LLC (“TCT”) acquired ownership of Applicant from SDS Lumber Co. (“SDS”) in November 2021. TCT is now the sole owner of the Applicant.

**WAC 463-66-100 Transfer of a site certification agreement.**

*No site certification agreement, any portion of a site certification agreement, nor any legal or equitable interest in such an agreement issued under this chapter shall be transferred, assigned, or in any manner disposed of (including abandonment), either voluntarily or involuntarily, directly or indirectly, through transfer of control of the certification agreement or the site certification agreement owner or project sponsor without express council approval of such action. In the event a site certification agreement is to be acquired via a merger, leveraged buy-out, or other change in corporate or partnership ownership, the successor in interest must file a formal petition under the terms of this section to continue operation or other activities at the certificated site.*

*(1) A certification holder seeking to transfer or otherwise dispose of a site certification agreement must file a formal application with the council including information about the new owner required by WAC 463-60-015 and 463-60-075 that demonstrate the transferee's organizational, financial, managerial, and technical capability to comply with the terms and conditions of the original site certification agreement including council approved plans for termination of the plant and site restoration. The council may place conditions on the transfer of the certification agreement including provisions that reserve liability for the site in the original certification holder.*

**RESPONSE:** This request for transfer details how the Applicant, under new ownership, continues to have the financial, managerial, and technical capability to comply with the terms and conditions of the SCA and construct, operate, and retire the Project.

**Summary of Application for Transfer.**

On March 10, 2009, Applicant applied to EFSEC for a site certification agreement to construct and operate the Whistling Ridge Energy Project. On March 5, 2012 Governor Gregoire approved the Final Order for and signed the Site Certificate Agreement for the Project. The Applicant signed the SCA on November 18, 2013 after resolution of litigation before the Washington Supreme Court. Subsequently Project opponents initiated federal litigation related

to the Project that ultimately was resolved in the Applicants favor on July 11, 2018. A more complete timeline of the Project's approval history is contained in Whistling Ridge Energy LLC's Request to Extend Term of Site Certificate Agreement Pursuant to WAC 463-68-080, filed on March 2, 2022.

In November of 2021, SDS, the sole member of Applicant, sold a substantial portion of its timberlands and 100% of its membership interest in Applicant to TCT. Accordingly, the analysis below provides the information necessary for the Council to determine that Applicant, with TCT instead of SDS as sole member, will continue to meet the requirements of WAC 463-66-100.

On March 2, 2022, TCT filed with EFSEC a request to extend the expiration of the Site Certificate ("Extension Request"). As noted in that request, with the extended SCA deadline, TCT has engaged the renewable energy development experts discussed below to evaluate the opportunities to develop the Project, including updating studies and evaluation under Washington's State Environmental Policy Act, RCW 43.21C.

### **Information About the New Owner.**

TCT acquired Applicant from SDS in November 2021. TCT is a large, well-capitalized timberland investment fund that currently owns and operates over 600,000 acres in the Pacific Northwest and U.S. South. The fund is a long-term investment vehicle that holds core timberland in the major U.S. timber markets. In addition to producing timber, TCT has developed carbon offset projects and worked with major energy companies to develop renewable energy projects in the U.S. South. TCT is managed by Silver Creek Advisory Partners LLC ("Silver Creek") based in Seattle, Washington. Silver Creek is an investment advisor registered with the U.S. Securities and Exchange Commission with institutional scale, deep investment expertise, and strong investor alignment. As of June 30, 2022, Silver Creek had \$8.6 billion in assets under management across several alternative and real asset investment strategies. Silver Creek has a history of originating and managing more than 50 funds over 28 years, including nearly \$2.5 billion in real assets. Silver Creek's senior team and team members bring decades of experience in hands-on real asset and financial management with prior experience at several of the largest managers in the industry.

### **Information About TCT's Development Consulting Contractor.**

TCT has engaged Navitas Development, a renewable energy development services company. Navitas will assist in directing and managing the work described below. Mr. Sean Bell, owner and principal of Navitas, has over 26 years of commercial-scale infrastructure development experience including 14 years of renewable energy development experience. He has a proven history of leadership and management of internal and external team resources including land acquisition, permitting, resource evaluation, interconnection processes, power purchase agreements (PPAs) and asset purchase agreement negotiations and related diligence activities. He has comprehensive knowledge of all aspects and disciplines of renewable energy development with stakeholders at every level. Mr. Bell led responses to numerous requests for proposal (RFP) solicitations for project development, asset acquisition and offtake for major utilities in the WECC region including, but not limited to, SDG&E, PG&E, Portland General

Electric, Southern Cal Edison, PacifiCorp, Sacramento Municipal Utility District and Puget Sound Energy. Mr. Bell has been involved of the development of over 3.0 GW of renewable energy development throughout the United States. More detailed information about Mr. Bell is attached as **Appendix A**.

### **Information About TCT's Development Partner, Steelhead Americas.**

In addition to Navitas, the Applicant has partnered with Steelhead Americas to update and complete the development of the Project. Steelhead Americas (Steelhead) is the North America development arm of Vestas, the world's largest wind turbine manufacturer and leading service provider. Steelhead leverages Vestas' industry expertise and turbine technology to advance in existing markets and unlock new geographic markets to expand renewable energy across North America. Formed in 2016, Steelhead develops new wind and solar assets and brings the benefits of renewable energy to local communities and industry partners. More detailed information about Steelhead Development is attached as **Appendix B**.

### **Transferee's operational, financial, managerial, and technical capability to comply with the terms and conditions of the SCA, including plans for termination and restoration.**

Applicant and its prior owner, SDS, met EFSEC's siting standards as codified in EFSEC's administrative code, Ch. 463-62 WAC, in part through engagement of outside consultants and renewable energy development experts, including Navitas Development. Applicant is developing a memorandum of understanding with Steelhead to provide development services and potentially take a leading or controlling interest in the Project and its further development. As noted above, Applicant has contracted with Navitas Development and Steelhead after approval of this Transfer Application and the Extension Request.

#### ***Financial capability.***

TCT was launched in 2016 and is a long-term investor in timberland and associated non-timber assets included but not limited to renewable energy projects. TCT is capitalized by well-known institutional investors including some of the largest and most respected public pension plans in the United States. TCT's strong balance sheet is evident by its lack of any long-term debt and is solely financed with equity. TCT's asset base and capitalization is also significantly larger than that of the previous owner of Whistling Ridge Energy, LLC (SDS Lumber).

Investors in TCT include a small group of sophisticated institutional investors and an operating company, Green Diamond Resource Company ("Green Diamond"). While Silver Creek is the fiduciary and manager of TCT, Green Diamond is a significant co-investor in TCT and, through its affiliate Green Diamond Management Company, is responsible for all of the day-to-day operations of TCT, including Applicant's development of the Project.

Green Diamond is a fifth generation, family-owned forest products company that manages forests for their own account and TCT across nine states; all certified in compliance with the Sustainable Forestry Initiative. Green Diamond is one of the largest timberland owners in the United States with 2.2 million acres owned and/or managed. Green Diamond has a strong

operating track record with a focus on relationships with customers and regulators. Green Diamond has deep experience developing conservation easements, carbon offset projects, and developing renewable energy projects, including multiple solar and wind energy projects in the Pacific Northwest and U.S. South.

For SDS Lumber, in EFSEC proceedings, SDS Lumber was able to provide sufficient assurances of financial capability. As noted, TCT has the financial capability to permit, construct and operate the Whistling Ridge Facility.

***Management of construction and operation of projects.***

**See Appendix A, qualifications of Navitas Development and Appendix B, Steelhead Americas.**

*(2) If the certification holder is seeking an alternative disposition of a certificated site, the certification holder must petition the council for an amendment to its site certification agreement pursuant to the provisions of this chapter and gain council approval of its alternative disposition plan. In submitting a request for an alternative disposition of a certificated site, the certification holder must describe the operational and environmental effects of the alternative use of the site on the certified facility. If the proposed alternative use of the site is inconsistent with the terms and conditions of the original site certification agreement the council may reject the application for alternative use of the site.*

**RESPONSE:** Not applicable. Neither TCT nor Whistling Ridge Energy, LLC propose an alternative disposition of the certificated site.

*(3) The council shall require any person who submits an application to acquire a site certification agreement under provisions of this section to file a written consent from the current certification holder, or a certified copy of an order or judgment of a court of competent jurisdiction, attesting to the person's right, subject to the provisions of chapter 80.50 RCW et seq. and the rules of this chapter, to possession of the energy facility involved.*

**RESPONSE:** Not applicable. TCT is making this request together with Whistling Ridge Energy, LLC.

*(4) After mailing a notice of the pending application for transfer of the site certification agreement to all persons on its mailing list, the council shall hold an informational hearing on the application. Following the hearing the council may approve an application for transfer of the site certification agreement if the council determines that:*

*(a) The applicant satisfies the provisions of WAC 463-60-015 and 463-60-075;*

*(b) The applicant is entitled to possession of the energy facility described in the certification agreement; and*

*(c) The applicant agrees to abide by all of the terms and conditions of the site certification agreement to be transferred and has demonstrated it has the organizational, financial, managerial, and technical capability and is willing and able to comply with the terms and conditions of the certification agreement being transferred.*

*(5) The council shall issue a formal order either approving or denying the application for transfer of the site certification agreement. If the council denies the request, it shall state the reasons for its denial.*

**RESPONSE:** Following the hearing, TCT anticipates that the Council will find that TCT complies with the requirements applicable to this transfer request. TCT agrees to abide by all of the terms and conditions of the SCA.

DATED: September 13, 2023.

A handwritten signature in blue ink, appearing to read 'Tim McMahan', with a long horizontal line extending to the right.

---

Timothy L. McMahan, WSBA #16377  
[tim.mcmahan@stoel.com](mailto:tim.mcmahan@stoel.com)

# Appendix A

## Information and Qualifications for Sean Bell, Navitas Development

### SEAN C. BELL

#### PROFESSIONAL EXPERIENCE

##### **Navitas Development – *Principal (2019-Present)***

Providing strategic renewable energy development services from project inception through commercial operations throughout the US

##### **RES Americas Developments Inc – *Sr. Development Manager (2008-2019)***

Primary responsibilities included, but were not limited to, the development of commercial scale wind energy projects; prospecting, resource evaluation, land acquisition, permitting, interconnection application filing, interconnection study management, competition analysis, budget management, forecasting, consultant management, power purchase negotiations and financial modeling. In addition to Lead Development responsibilities in Oregon, Washington and Montana, I have provided lead development support for other RES regions in a variety of roles including managing ROW acquisition, permit and jurisdictional compliance, property owner interface, local, state and federal agency interface and RES Construction representation. At the corporate level, I developed asset divestiture strategies, prepared successful responses to energy generation RFPs, and performed due diligence on potential asset acquisitions.

#### **Development Experience Highlights:**

- **Skookumchuck Wind Energy Project** – 138.6 MW - Lewis County & Thurston Counties, Washington  
*Lead Developer* – Managed all development phases; Real Property, Wind Resource, Interconnection, Land Use / Permitting and Off-take. Project entered into a 20-year PPA with Puget Sound Energy as a resource for the PSE's Green Direct Program. The Project closed and was sold to Southern Power Company October 2019.
- **Lower Snake River Wind Energy Project** – 1432 MW - Garfield and Columbia County, Washington *Developer / Permitting Co-Lead* – DEIS/EIS drafting, jurisdictional interface, participation in asset sale negotiation, PSE/RES joint venture team reporting and budgeting. Project COD January 2012.
- **Rock Creek Wind Energy Project** – 200 MW - Gilliam County, Oregon  
*Lead Developer* – Managing all development phases; Real Property, Wind Resource, Land Use / Permitting, Environmental, Interconnection, off-take. Responsible for local, state and federal agency and governmental interface (Gilliam County, ODOE, ODFW, USFWS, DOD, WINAS), utility interface (BPA & PGE) and community outreach. Led asset sale discussions between Portland General Electric and RES.
- **Bear Creek Wind Energy Project** – 400 MW - Umatilla County, Oregon

*Lead Developer* - Managed all development phases; Real Property, Wind Resource, Land Use / Permitting, Environmental, Interconnection, Off-take. Responsible for local, state and federal agency interface and governmental interface (Umatilla County, ODFW, ODOE, ODFW, USFWS, DOD, WINAS), utility interface (BPA, PGE, IPC) and community outreach.

- **Origin Wind Energy Project** – 122 MW - Carter and Murray Counties, Oklahoma  
*Developer / Real Property Manager* - Managed procurement of 17 miles of transmission ROW and Title Curative Matters through sale and closing of project to ENEL, November 2013.
- **Montana Alberta Tie Line (MATL)** – 214 mile, 230kV, 300MW capacity transmission line - Central Montana  
*Developer / RES Construction Liaison - Development, Permitting and Real Property* - Coordinated ROW access, responsible for field interaction with the investor, represented RES-C to the local community, assisted land acquisition team in resolution of development issues including permit compliance. Project completed November 2013.
- **Pheasant Run Wind Energy Project** – 220 MW - Huron County, Michigan  
*Developer / Real Property Manager* – Managed resolution of Title Curative Matters thru sale to Next Era (Florida Power and Light), March 2013.
- **Keechi Creek Wind Energy Project** -144 MW - Jack County, Texas  
*Developer / Real Property Manager* – Managed procurement of 6 miles of transmission ROW, Title Curative Matters, and acquisition of Crossing Agreements through sale and closing to Enbridge, December 2013.
- **Pleasant Valley Wind Energy Project** – 140 MW - Dodge and Mower Counties, Minnesota  
*Developer / Real Property Manager* –Managed resolution of Title Curative Matters, Utility and Jurisdictional Crossing Agreements thru sale and close to Xcel Energy, July 2014
- **Tucannon River Wind Farm (Lower Snake River II)** – 266 MW - Columbia County, Washington  
*Lead Developer* through bid process and subsequent sale to Portland General Electric. Land Use and Permitting lead. Construction Liaison for Development and Permitting activities. Project COD June 2015.

Additionally, I have been active in Renewable Northwest membership and closely engaged with the larger renewable energy community on such policy issues as BPA rate case, PGE IRP, DOD Radar and Airspace, BPA Environmental Re-Dispatch (VERBS), Oregon Health Authority Wind Energy Health Impact Assessment, CPP 111(d).

# Appendix B

## Information and Qualifications for Steelhead Americas

Steelhead Americas (Steelhead) is the North America development arm of Vestas, the world's largest wind turbine manufacturer and leading service provider. Steelhead leverages Vestas' industry expertise and turbine technology to advance in existing markets and unlock new geographic markets to expand renewable energy across North America.

Formed in 2016, Steelhead develops new wind and solar assets and brings the benefits of renewable energy to local communities and industry partners. The Steelhead team consists of over 40 subject matter experts skilled at bringing projects from origination to construction and specialize in all stages of the development process.

### Steelhead North American Footprint

- 1.4 GW of wind delivered to date
- 4 GW of projects in the pipeline spanning over 15 projects and 5 independent service operators (ISO's) territories.
- 

### Steelhead Projects sold and/or operational

- Maverick Creek, TX: 415 MW
- Wild Horse Mountain, OK: 100 MW
- Glass Sands, OK: 118 MW
- Rio Bravo, TX: 238 MW
- 25 Mile Creek, OK: 250 MW
- Boyer Solar, MS: 99 MW
- Delta Wind, MS: 185MW

Additional information can be found at: [www.steelheadrenewables.com](http://www.steelheadrenewables.com)

## Appendix C – Studies to be Completed & Updated SEPA Process

<b>Action</b>	<b>Likely Timing</b>
<p>Contact wildlife consultants; develop scopes of work; identify seasonally imperative work and schedule same:</p> <ul style="list-style-type: none"> <li>• Avian baseline updates (including passerines and bats)</li> <li>• Bald and Golden Eagle and other raptor nest surveys</li> <li>• Northern Spotted Owl survey update for confirmation</li> <li>• Sensitive plants.</li> </ul>	<p>Within 30 days of Transfer Approval and 12 to 18 months after date of Transfer Approval. Refreshing previously completed studies will be guided by respective agency interaction with the Transferee. Depending upon the timing of Transfer Approval and agency consultation, studies may begin immediately, as in the case of avian use and cultural resource studies or may not commence until specific times of the year, as in the case of raptor nest and spotted owl surveys. Nesting, habitat and certain ESA studies will commence in the springtime and run thru mid to late summer. Initial study results and follow-up agency consultation will determine the timing of final studies.</p>
<p>Visual simulation updates; develop scope of work for modified WTGs and locations.</p>	<p>18 months after Transfer Approval. Visual simulations are based upon final turbine selection. Turbine selection is determined upon preliminary site layout, completion of interconnection studies, preliminary civil design, transportation studies and other relevant reports. It is anticipated that the Transferee will commence relevant work within 30 days of Transfer Approval.</p>
<p>Updated noise analysis.</p>	<p>18 months after Transfer Approval. Noise analysis is based upon final turbine selection. Turbine selection is determined upon preliminary site layout, completion of interconnection studies, preliminary civil design, transportation studies and other relevant reports. It is anticipated that the Transferee will commence relevant work within 30 days of Transfer Approval.</p>
<p>Develop schedule to complete all study work needed for Site Certificate Amendment Application and SEPA action.</p>	<p>Within 30 days of Transfer Approval</p>
<p>Agency meetings:</p>	<p>Ongoing for 24 months after date of Transfer Approval. It is anticipated that the Transferee will</p>

<ul style="list-style-type: none"> <li>• WDFW -- Confirm wildlife update work</li> <li>• EFSEC staff -- Discuss timing, cost, needs, process; outline amendment process, including SEPA process. Discuss and confirm mitigation parcel or alternative mitigation approaches.</li> <li>• USFWS -- BGEPA; Northern Spotted Owl</li> <li>• DNR – Consultation as needed.</li> <li>• Consult with Tribal governments and representatives.</li> </ul>	<p>commence agency consultation within 30 days of Transfer Approval.</p>
<p>BPA contacts and confirmations.</p>	<p>Within 30 days of date of Transfer Approval.</p>
<p>Complete all studies.</p>	<p>18 – 24 months from of date of Transfer Approval</p>
<p>Draft ASC Amendment; filing timing discussion with EFSEC, including evaluation of expected hearing proceedings.</p>	<p>24 - 36 months from date of Transfer Approval</p>
<p>File amendment (public process begins).</p>	<p>24 - 36 months from date of Transfer Approval</p>
<p>Assess mitigation requirements and obtain agency (WDFW) concurrence.</p>	<p>24 - 36 months from date of Transfer</p>



1301 Fifth Avenue Suite 2700  
Seattle, WA 98101  
(206) 224-5800 • greendiamond.com

RECEIVED

MAR 24 2022

ENERGY FACILITY SITE  
EVALUATION COUNCIL

RECEIVED  
MAR 22 2022

WASH. UT. & TR. COMM.

March 16, 2022

Ms. Sonia Bumpus  
Siting Manager  
Washington Energy Facility Site Evaluation Council  
621 Woodland Square Loop SE  
PO Box 43172  
Olympia, WA 98504-3172

Dear Ms. Bumpus:

Green Diamond Management Company is the manager and authorized representative for Twin Creeks Timber, LLC (TCT), the new owner of Whistling Ridge Energy LLC (Whistling Ridge). TCT acquired Whistling Ridge as part of a larger acquisition in November of 2021.

As you know, on March 2, 2022, Whistling Ridge filed with the Energy Facility Site Evaluation Council (Council) a request to extend the Whistling Ridge Energy Project (Project) Site Certificate Agreement (SCA) for a period of three years.

This is the first of two filings. The second will be a request to amend the SCA to account for the change in ownership of Whistling Ridge from the prior owner to TCT. We anticipate filing a request for transfer in the next several weeks, and we anticipate seeking the Council's review of both the SCA extension request and the transfer request in a single process. We will work with Council staff on the most convenient date to initiate these processes. We ask that the Council not take action on either request until we are prepared to move forward on both.

Very truly yours,

DocuSigned by:  
*Greg Corbin*  
149EEAD3B9F34C4...

Greg Corbin  
Senior Special Counsel

Green Diamond Management Company  
1301 Fifth Ave, Ste. 2700  
Seattle, WA 98101

SEATTLE WA 980

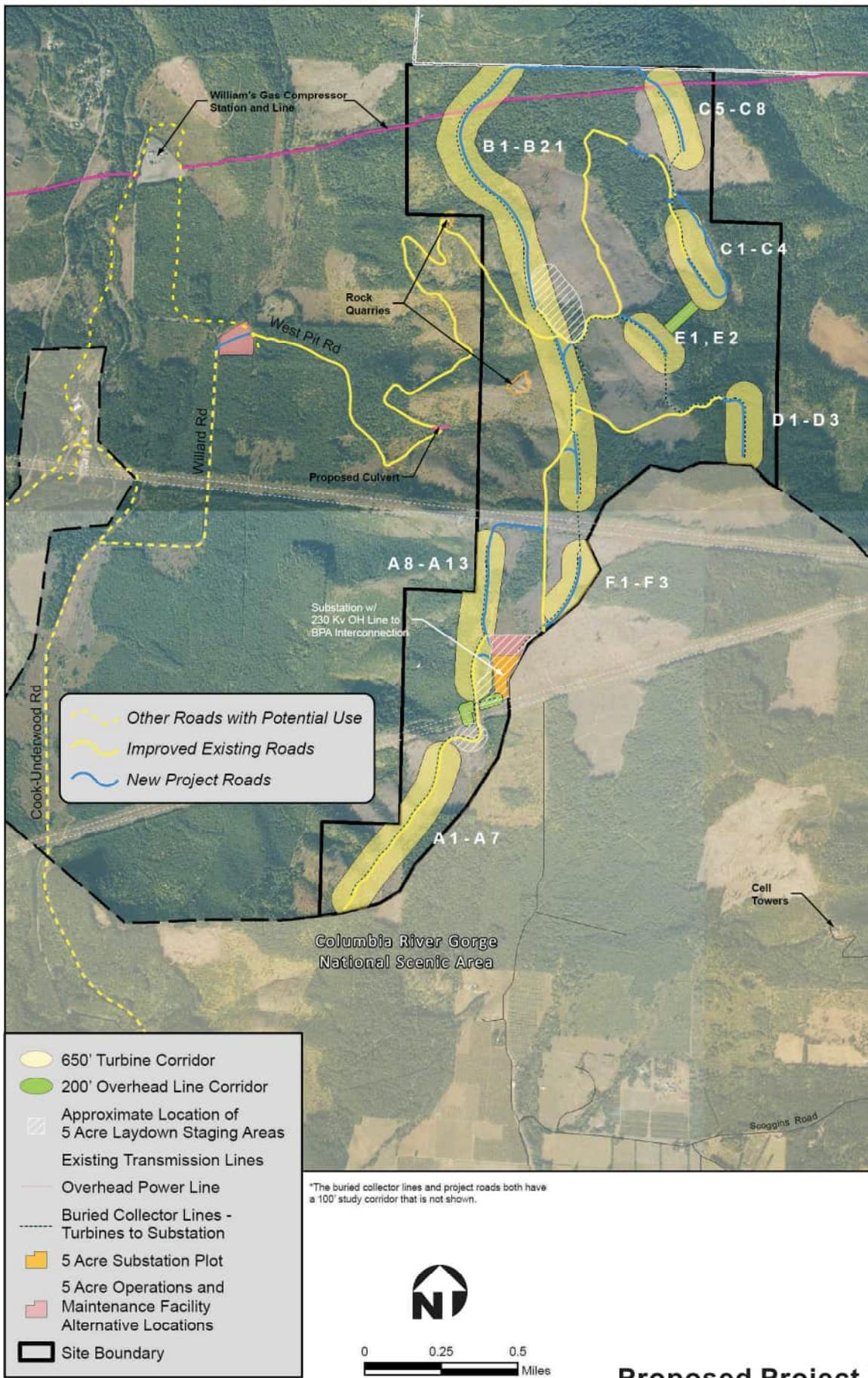
16 MAR 2022 PM 5 L



Ms. Sonia Bumpus  
Washington Energy Facility Site Evaluation Council  
621 Woodland Square Loop SE  
PO Box 43172  
Olympia, WA 98504-3172

98504-3172





Source: GeoDataScape.

Figure 2-1  
**Proposed Project Elements**

[https://www.goldendalesentinel.com/news/new-sds-president-says-company-will-be-sold/article\\_78df2efc-4acc-11eb-8359-d388f21059ce.html](https://www.goldendalesentinel.com/news/new-sds-president-says-company-will-be-sold/article_78df2efc-4acc-11eb-8359-d388f21059ce.html)

## New SDS president says company will be sold

Sandra DeMent  
Dec 30, 2020

---

**T**he Board of Directors of SDS Lumber Company, including three new board members installed with the goal of finding a buyer for the company, are talking steps to carry out the shareholders' mandate.

In an interview with Jeff Webber, 62, newly installed President of the Company, it became clear that the goal is to sell the company and its assets, whether to one buyer or divided into separate sales to multiple buyers. "They decided to sell SDS in its entirety, but they will sell piecemeal" says Webber, if there is no single buyer for the mill, timberlands, logging operations, trucking, and marine operations.

There is virtually no consideration being given to paring off ancillary operations in order to re-invest in SDS's core business of managing timberlands to produce lumber products, nor is Webber planning to upgrade the mill or expand the company's product lines. It's "business as usual" until new owners are found, Webber says. Webber did not elaborate on much; his responses to questions were very brief, and several times he declined to respond at all.

The effort to inventory what the company owns is complicated by the existence of related but separate companies owned by the children and grandchildren of the three founders of the company, Wallace Stevenson, Frank Daubenspeck, and Bruce Stevenson. These operations are often linked to SDS by financing or by management agreements. Two of the separate companies include the Broughton Lumber Company,

which owns 14,000 acres of timber in Klickitat and Skamania Counties, and the D.M. Stevenson Ranch, LLC, which owns the Best Western Hotels in Hood River and Cascade Locks, and associated restaurants. SDS and Broughton Lumber are linked in a joint venture to build up to 35 wind turbines on timberland owned by each company in Skamania County.

SDS also owns several commercial properties, such as the retail center in White Salmon occupied by Harvest Market, the public library, and other tenants. These will also be sold.

The SDS Lumber Company employs roughly 350 employees, more than 5 percent of Klickitat County's non-farm payroll, as mill workers, loggers, drivers, marine shipping, and foresters. Webber asserted that even separately "these are good businesses" and the company was not assuming that they would necessarily have to be sold together. He said that the company was finalizing an agreement with an investment banker to market the properties.

Accordingly, the mill could be sold separately; the five tugboats and hopper barges could be sold as a marine shipping business. Certainly the 100,000 acres of SDS timberland could be sold separately from the mill; the Whistling Ridge wind turbine project is currently considered to be part of the timberland properties. Existing logging companies and trucking companies could add SDS's logging and trucking operations to their own.

In announcing the possible sale of SDS in September, the company said it would "take a thoughtful look at where SDS is heading" and "how it will continue to positively impact Bingen, the Gorge and the entire Northwest," Webber states. When asked what mechanisms the company would be using to gather community input and address concerns—for example, an advisory group, or a series of public meetings or a weekly radio show or news column—Webber says that is "a very interesting question" but that he had no experience with such communication channels. He declined to speculate further on what the company might do.

---

Webber, who began working for SDS on Dec. 7, 2020, agreed he was likely to be a “short-termer.” Most companies with the size, the interest, and the financial ability to acquire SDS or large parts of it “don’t need another president in Bingen,” he said.

In the meantime, Webber is focused on the task at hand, continuing to process timber into lumber products in a safe manner. He said he want to make sure all employees go home with “the same number of toes and fingers they arrived with.” He is particularly proud of the efforts of employees to protect each other and the community from Covid-19, pointing to the use of masks, social distancing and cleaning, noting that SDS has not had any case of “employee to employee transmission.”

In the event of a piecemeal sale of SDS assets, it would be bad news for employees, bad news for Bingen and the surrounding communities, bad news for the county, and bad news for the environment. Only the shareholders might benefit.

FOR IMMEDIATE RELEASE

## **Twin Creeks Timber, The Conservation Fund and WKO to Acquire SDS Lumber and Timber Companies**

*The acquiring entities bring Northwest connections and deep expertise in timberlands, forest conservation and mill operations*

**BINGEN, Wash., Sept. 30, 2021** – A consortium of three entities – Seattle-based Twin Creeks Timber, LLC, The Conservation Fund, and Carson, Washington-based WKO, Inc. – have agreed to acquire SDS Lumber and Timber Companies. The transaction is expected to close in the fourth quarter of 2021.

Included in the transaction are the lumber and plywood mills, associated assets in Bingen, Wash., and over 96,000 acres of timberlands with environmental and community importance near the Columbia River in Washington and Oregon.

“We are pleased to reach an agreement with this group of organizations. Each of these entities brings deep expertise. Under their ownership and leadership there will be ongoing positive economic and environmental impacts for Bingen, the Gorge and the entire Northwest,” said Jeff Webber, president for SDS Lumber Companies. The SDS board went through a one-year process to evaluate a transition and sale of the company.

Green Diamond Resource Company, manager and investor in Silver Creek Capital Management’s Twin Creeks Timber, LLC, will acquire and manage the majority of the timberlands as working forests to support the local economy while upholding their long-standing practice of forest stewardship. “We want to ensure these timberlands will continue to provide economic and ecological benefits for generations to come,” said Douglas Reed, President of Green Diamond Resource Company.

The Conservation Fund will acquire a portion of the SDS properties and manage the conservation easement process and community engagement to ensure that lands with the highest natural, climate and community values are conserved. Larry Selzer, CEO of The Conservation Fund said, “We believe the SDS timberlands represent a once in a lifetime opportunity to demonstrate the balance of conservation and economic sustainability, and we will bring all of our accumulated forestry and real estate skills, our financial strength, and our operating success to this effort.”

Wilkins, Kaiser & Olsen, Inc. (WKO) will acquire and operate the Bingen mill and its related divisions under its newly formed subsidiary, Mt. Adams Forest Products. WKO operates a modern state of the art sawmill and planer mill with boiler and dry kilns, specializing in high quality kiln dried dimensional lumber. WKO’s affiliated company also owns and operates Mt. Hood Forest Products near Hood River, Oregon, which is a green Douglas-fir dimensional lumber producer. Between the two mills, production exceeds 300 million bd. ft. annually. “On behalf of our companies, I’d like to share how excited we are to acquire SDS Lumber. We have deep roots in Washington and Oregon and know well the positive legacy of SDS. We look forward to welcoming employees into our organizations, and shaping the future of these facilities,” said Bill Wilkins, CEO of WKO.

Additional information will be shared at the time of closing.

### **About Twin Creeks Timber, LLC**

Silver Creek Capital Management formed Twin Creeks Timber, LLC to bring together sophisticated institutional investors and a strong operating company as manager and investor to purchase timberland across the United States. With over \$1.5B in capitalization, the fund will own over 650,000 acres between the U.S. South and the Pacific Northwest with the purchase of the SDS timberlands. Learn more at [www.silvercreekcapital.com](http://www.silvercreekcapital.com)

### **About Green Diamond Resource Company**

Green Diamond Resource Company is a privately held forest products company with roots dating back to 1890. Today, the company owns working forest lands in Washington, Oregon, Montana, and California. A subsidiary, Green Diamond Management Company, provides forest management services in the U.S. South and West. All lands owned and managed by Green Diamond are independently audited and certified for sustainable forest management. More information about Green Diamond's environmental leadership may be found at [www.greendiamond.com](http://www.greendiamond.com).

### **About The Conservation Fund**

The Conservation Fund is a national non-profit that works with public, private and non-profit partners to protect America's legacy of land and water resources through land acquisition and sustainable community and economic development, emphasizing the integration of economic and environmental goals. Founded in 1985, The Conservation Fund has worked in all 50 states to protect over 8.5 million acres valued at over \$7 billion. Through its Working Forest Fund®, The Conservation Fund has acquired more than 760,000 acres of working forestland in 18 states and deployed \$800 million of capital to help mitigate climate change, strengthen rural economies and protect natural ecosystems. Learn more at [www.conservationfund.org](http://www.conservationfund.org) and [www.workingforestfund.org](http://www.workingforestfund.org).

### **About WKO, Inc and its Affiliates**

WKO, Inc. started operations in Carson, Washington in 1962. The company has continued to grow and improve since that time through a steadfast commitment to reinvestment in facilities and technology. Mt. Hood Forest Products is an affiliated facility and began operating under company ownership in 2004. The companies look forward to a continued focus on safety and quality production with the acquisition of SDS. Learn more at <https://wkoinc.com/>.

### **About SDS Companies**

SDS Lumber was established in 1946 by Wally and Bruce Stevenson and Frank Daubenspeck on the banks of the Columbia River in Bingen, Washington. They incrementally grew the business from one small green lumber mill by adding a plywood mill, a boiler with electricity generation, dry kilns, a whole log chipping mill and several versions of sawmill upgrades. Steady growth and re-investment into the mill and the continual accumulation of timberlands made SDS Lumber Company a driving force and major employer in the Columbia Gorge community. Learn more at <https://sdslumber.com/>.

### **Media contacts**

Consortium

Patti Case, Public Affairs Manager Green Diamond Resource Company

[PCase@greendiamond.com](mailto:PCase@greendiamond.com)

360-790-6182

SDS Companies

Liz Fuller

[Lfuller@gardcommunications.com](mailto:Lfuller@gardcommunications.com)

503-552-5067



When Recorded Return to:

TCT Columbia Holdings LLC  
1301 Fifth Avenue, Suite 4000  
Seattle, WA 98101  
Attention:

**Notice of Continuance**  
**Land Classified as Current Use or Forest Land**  
RCW Chapter 84.34 and 84.33

Grantor(s)/Sellers: S.D.S. Co., L.L.C., a Washington limited liability company

Grantee(s)/Buyers: TCT Columbia Holdings LLC, a Delaware limited liability company

Mailing Address: 1301 Fifth Avenue, Suite 4000

City, State, Zip: Seattle, WA 98101 Phone No: 206-774-8000

Assessor's Parcel No: See Attached Timber Management Plan

Address: \_\_\_\_\_

Legal Description: See Attached Timber Management Plan

Date of Sale or Transfer: 11/17/2021 Date Notice of Continuance Received by Assessor: 12-16-2021

Reference numbers of documents assigned or released: \_\_\_\_\_

Interest in property:  Fee Owner  Contract Purchaser  Other

If the new owner(s) of land classified as current use or designated as forest land wishes to continue the classification or designation, the new owner(s) must sign the last page of this form. A signature is not required if land is transferred to an owner who is an heir or devisee of a deceased owner or transferred by a transfer on death deed and the new owner wants to continue classification or designation. The county assessor must then determine if the land continues to qualify. The county assessor has 15 calendar days, from the date all documentation is received, to determine whether the land will continue to qualify. All new owners must sign before the conveyance is recorded or filed. If the new owner(s) do(es) not desire to continue the classification or designation, all additional tax, interest, and penalty or compensating tax calculated pursuant to RCW 84.34.108 or RCW 84.33.140, will be due and payable by the seller or transferor at the time of sale. Payment in full is required before the conveyance can be recorded or filed.

**For Official Office Use Only**  
Transfer Document \_\_\_\_\_ Real Estate Excise Tax No: \_\_\_\_\_

To ask about the availability of this publication in an alternate format for the visually impaired, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, contact your local county assessor's office.

**A. CLASSIFICATION UNDER CHAPTER 84.34 RCW**

I/we request that this land  Open Space Land  Farm & Agricultural Land  Timber Land and I am/we are aware of the land use classifications defined in this section (A).

I/we are aware that the removal or withdrawal of land from the Open Space, Farm & Agricultural Land, or Timber Land may result in additional tax, penalty, and interest as detailed in #4 of this section.

**1. OPEN SPACE LAND MEANS EITHER:**

- a. any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or
- b. any land area, the preservation of which in its present use would: (i) conserve and enhance natural or scenic resources; (ii) protect streams or water supply; (iii) promote conservation of soils, wetland, beaches, or tidal marshes; (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space; (v) enhance recreation opportunities; (vi) preserve historic sites; (vii) preserve visual quality along highway, road, and street corridors or scenic vistas; or (viii) retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification; or
- c. any land that meets the definition of farm and agricultural conservation land. "Farm and agricultural conservation land" is either; (i) land that was previously classified as farm and agricultural land under RCW 84.34.020(2) that no longer meets the criteria and is reclassified as open space under RCW 84.34.020(1); or (ii) land that is traditional farmland that is not classified under chapter 84.33 or 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture.

**2. FARM AND AGRICULTURAL LAND MEANS EITHER:**

- a. any parcel of land or contiguous parcels of land that are 20 or more acres: (i) devoted primarily to the production of livestock or agricultural commodities, for commercial purposes; or (ii) enrolled in the federal conservation reserve program or its successor administered by the United States Department of Agriculture; or (iii) other similar commercial activities as may be established by rule; or
- b. any parcel of land or contiguous parcels of land that are at least five acres but less than twenty acres devoted primarily to agricultural uses which has:  
Produced a gross income equal to two hundred dollars or more per acre per year for three out of the five calendar years preceding the date of application for classification under chapter 84.34 RCW;  
Standing crops with an expectation of harvest within seven years and a demonstrable investment in the production of those crops equivalent to one hundred dollars or more per acre in the current or previous year; or  
Standing crops of short rotation hardwoods with an expectation of harvest within fifteen years and a demonstrable investment in the production of those crops equivalent to one hundred dollars or more per acre in the current or previous year;  
For the purposes listed above, "gross income from agricultural uses" includes, but is not limited to, the wholesale value of agricultural products donated to nonprofit food banks or feeding programs;
- c. any parcel of land less than five acres devoted primarily to agricultural uses which has produced a gross income equal to fifteen hundred dollars or more per year for three out of the five calendar years preceding the date of application for classification under chapter 84.34 RCW;

"Commercial agricultural purposes" means the use of land on a continuous and regular basis, prior to and subsequent to application for classification or reclassification that demonstrates that the owner or lessee is engaged in and intends to obtain through lawful means, a monetary profit from cash income by producing an agricultural product. In addition, commercial agricultural purposes include the following uses of agricultural land:

- Land, one to five acres which is not contiguous (in this context, means non adjoining/touching) to a classified parcel, that constitutes an integral part of the farming operation being conducted on the land qualifying as “farm and agricultural land.”
  - Land, not to exceed twenty percent of classified land, that has incidental uses compatible with agricultural purposes, and also the land on which appurtenances necessary to the production, preparation or sale of the agricultural products exist in conjunction with the lands producing such products.
  - Land used primarily for equestrian-related activities, for which a charge is made, including, but not limited to, stabling, training, riding, clinics, schooling, shows, or grazing for feed.
  - Land on which the principal place of residence of the farm operator or owner of land or housing for employees is sited if the farm and agricultural land is classified pursuant to RCW 84.34.020(2)(a), if the residence or housing is on or contiguous to the classified parcel, and the use of the residence or housing is integral to the use of the classified land for agricultural purposes.
  - Any land primarily used for commercial horticultural purposes, whether under a structure or not. Land cannot be primarily used for the storage, care, or selling of plants purchased from other growers for retail sale or covered by more than 20 percent pavement if the primary use is growing plants in containers. If the primary use of the land is growing plants in containers and the land used for this purpose is less than five acres, the land will not qualify for classification if more than 25 percent is open to the general public for on-site retail sales.
3. TIMBER LAND MEANS any parcel or contiguous parcels of land five or more acres devoted primarily to the growing and harvesting of forest crops for commercial purposes. Timber land means the land only and does not include a residential home site. The term includes land used for incidental uses that are compatible with the growing and harvesting of timber but no more than ten percent of the land may be used for such incidental uses. It also includes the land on which appurtenances necessary for the production, preparation, or sale of the timber products exist in conjunction with land producing these products.
4. REMOVAL/WITHDRAWAL FROM OPEN SPACE, FARM & AG, OR TIMBERLAND CLASSIFICATIONS
- a. A request may be filed with the assessor to withdraw from the program after the land has been classified for 10 or more years. No 20% penalty will be imposed. The applicable taxes and interest shall be imposed as provided in RCW 84.34.070.
  - b. If land is removed from classification and the removal does not meet one of the exceptions listed in below, the additional tax and interest described in 1 above plus a penalty of 20% on the sum of the additional tax and interest will be imposed on the owner. The additional tax, interest, and penalty must be paid for the preceding seven tax years and from January 1 of the year of removal up to the date of removal.
  - c. The additional tax, interest, and penalty will **not** be imposed if the withdrawal or removal from classification resulted solely from:
    - a. transfer to a government entity in exchange for other land located within the state of Washington;
    - b. a taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of this power, said entity having manifested its intent in writing or by other official action;
    - c. a natural disaster such as a flood, windstorm, earthquake, wildfire, or other calamity rather than by virtue of the act of the landowner changing the use of the classified land;
    - d. official action by an agency of the state of Washington or by the county or city within which the land is located that disallows the present classified use of the land;
    - e. transfer of land to a church when the land would qualify for exemption pursuant to RCW 84.36.020;
    - f. acquisition of property interests by a state agencies or agencies or organizations qualified under RCW 64.04.130 and RCW 84.34.210 for the purposes enumerated in those sections;

- g. removal of classified farm and agricultural land under RCW 84.34.020(2)(f) on which the principal residence of the farm operator or owner or housing for employees is located;
- h. removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
- i. the creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
- j. the creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
- k. The sale or transfer within two years after the death of an owner with at least a fifty percent interest in the land if the land has been continuously assessed and valued as designated forest land under chapter 84.33 RCW or classified under chapter 84.34 RCW since 1993 and the individual(s) or entity(ies) receiving the land from the deceased owner is selling or transferring the land. The date of death shown on a death certificate is the date used; or
- l. The discovery that the land was classified in error through no fault of the owner.

**B. CLASSIFICATION UNDER CHAPTER 84.33 RCW.**  I/we request that this land retains its designation as forest land and I am/we are aware of the following definition of forest land.

FOREST LAND is synonymous with designated forest land and means any parcel of land or contiguous parcels of land at least five acres that is primarily devoted to and used for growing and harvesting timber and means the land only.

I/we declare that I am/we are aware of the liability of removal of this land from designated forest land and upon removal a compensating tax will be imposed that is equal to the difference between the amount of tax last levied on the land as "forest land" and an amount equal to the new assessed valuation of the land as of January 1 of the year of removal, multiplied by the dollar rate of the last levy extended against the land, multiplied by a number, not greater than nine, equal to the number of years the land was designated as forest land. Compensating tax will also be due on the land from January 1 of the year the designation is removed up to the removal date.

The compensating tax will not be imposed if the removal of designation resulted solely from:

- a. transfer to a government entity in exchange for other forest land located within the state of Washington;
- b. a taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of this power based on official action taken by the entity and confirmed in writing;
- c. a donation of fee title, development rights, or the right to harvest timber, to a government agency or organization qualified under RCW 84.34.210 and 64.04.130 for the purposes enumerated in those sections; the sale or transfer of fee title to a governmental entity or a nonprofit nature conservancy corporation, as defined in RCW 64.04.130, exclusively for the protection and conservation of lands recommended for state natural area preserve purposes by the natural heritage council and natural heritage plan as defined in chapter 79.70 RCW or approved for state natural resources conservation area purposes as defined in chapter 79.71 RCW, or for acquisition and management as a community forest trust as defined in chapter 79.155 RCW. At such time as the land is not used for the purposes enumerated, the compensating tax will be imposed upon the current owner;
- d. the sale or transfer of fee title to the parks and recreation commission for park and recreation purposes;
- e. official action by an agency of the state of Washington or by the county or city within which the land is located that disallows the present use of the land;
- f. the creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
- g. the creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
- h. the sale or transfer within two years after the death of an owner with at least a fifty percent interest in the land if the land has been continuously assessed and valued as designated forest land under chapter 84.33 RCW or classified under chapter 84.34 RCW since 1993 and the individual(s) or

entity(ies) receiving the land from the deceased owner is selling or transferring the land. The date of death shown on a death certificate is the date used;

- i. the discovery that the land was designated in error through no fault of the owner; or
- j. A transfer of a property interest, in a county with a population of more than six hundred thousand inhabitants or in a county with a population of at least two hundred forty-five thousand inhabitants that borders Puget Sound as defined in RCW 90.71.010, to a government entity, or to a nonprofit historic preservation corporation or nonprofit nature conservancy corporation, as defined in RCW 64.04.130, to protect or enhance public resources, or to preserve, maintain improve, restore, limit the future use of, or otherwise to conserve for public use or enjoyment, the property interest being transferred. At such time as the land is not used for the purposes enumerated, the compensating tax will be imposed upon the current owner.
- k. Compensating tax authorized in this section may not be imposed on land removed from designation as forestland solely as a result of a natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of the property.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

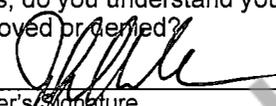
**Please describe how you intend to use the land for continued classification or designation:\***  
**See attached Timber Management Plan**

**\*The assessor may require additional information from the seller(s) and/or Buyer(s) to determine whether the land will continue to qualify for classification or designation.**

Is there a reclassification pending for this parcel(s)?  Yes  No

If yes, have you notified the granting authority, in writing, that you wish to continue with the reclassification process?  Yes  No

If yes, do you understand your rights and responsibilities if the reclassification is approved or denied?  Yes  No

 Jeff Webber, President 12 Nov 2021  
 Buyer's Signature Date

1301 Fifth Avenue, Suite 4000, Seattle, WA 98101  
Address

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Address

**Assessor Use Only**

Does the parcel(s) subject to this document meet the qualifications for classification/designation continuance?  Yes  No

\_\_\_\_\_  
Assessor Signature Date

If the parcel(s) subject to this document is/are considered contiguous, as defined in RCW 84.33.035(4) or RCW 84.34.020(6), with other parcels having different ownerships, then verify the following information with the purchaser:

- The parcel(s) subject to this document will be managed as part of a single operation with the other parcels having different ownerships.
- The new purchaser meets the definition of "family" as defined in RCW 84.34.020(6)(b)(ii) with the owner of an adjoining parcel.



Columbia Basin Management Area

215 N Third Street Shelton, Washington  
98584

T (360) 426-3381  
www.greendiamond.com

Re: Timber Management Plan

Landowner: Series One of Twin Creeks Timber, LLC, a Delaware limited liability company authorized to do business in the State of Washington (“Twin Creeks”) by its authorized agent Green Diamond Management Company, a Washington corporation (“Green Diamond”)  
1301 5<sup>th</sup> Avenue, Suite #2700  
Seattle, WA 98101  
(360) 427-478

Property Location: A portion of former SDS property in Skamania County, Washington

See attachment A for legal descriptions and tax parcel numbers

Plan Preparer: Rick Schmeling, NWT Division Analyst  
Green Diamond Management Company  
215 N. Third  
Shelton, WA 98584-0931  
(360) 427-4788

Date Prepared: October 29, 2021

Green Diamond Management Company (“Green Diamond”) has been managing industrial timberlands in Washington, Oregon, and California for over 125 years. Twin Creeks will acquire approximately 7,700 acres located in Skamania County, Washington classified as Designated Forest Land. This land will remain primarily devoted and used to grow and harvest timber.

The timberlands are comprised of Douglas Fir, Western Hemlock, Red Alder, and other commercial tree species. As managed industrial forest land, the age class and timber size vary significantly across the landscape, anywhere from 0 to 80 years old with sizes ranging from saplings less than 1 foot tall up to 32” + diameter and over 100 feet tall.

This property has been actively managed through comprehensive forest management activities prior to this acquisition, and will continue to be actively managed, to include: thinning, harvest, fire protection, insect control, weed control, and forest debris abatement.

This property is subject to forest fire protection assessment pursuant to RCW 76.04.610.

Additional information:

Twin Creek's ownership goal for the land is to manage the land and its resources sustainably for long-term production of wood fiber.

The timberlands will be managed under a Safe Harbor Agreement for Northern Spotted Owls, and in full compliance with Washington State Forest Practices Regulations.

Twin Creek's is aware of the potential tax liability involved when the land ceases to be classified as Designated Forest Land.

Twin Creeks manages the property sustainability by, among other things, developing and annually updating a long term harvest schedule for at least 60 years out.

Unofficial  
Copy

**EXHIBIT "A"**

**Legal Description**

**PARCEL 1**

THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 2**

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 3**

THE SOUTHEAST QUARTER OF SECTION 20; AND THE NORTH HALF OF THE SOUTH HALF AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND GOVERNMENT LOTS 3 & 4 IN SECTION 21, ALL IN TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 4**

THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 5**

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 6**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 7**

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 8**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 9**

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 10**

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCELS 11 AND 12**

THE NORTHWEST QUARTER, AND THE WEST 60 RODS OF THE WEST HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT ALL THAT PORTION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE DEEDED RIGHT OF WAY CONVEYED TO BONNEVILLE POWER ADMINISTRATION BY INSTRUMENT RECORDED IN BOOK 27, PAGE 315.

ALSO EXCEPT THAT PORTION CONVEYED TO BONNEVILLE POWER ADMINISTRATION BY INSTRUMENT RECORDED IN BOOK 27, PAGE 315.

**PARCEL 13**

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO LARRY A. BIRKENFIELD ET UX BY INSTRUMENT RECORDED IN BOOK 84, PAGE 30.

**PARCEL 14**

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 15**

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 16**

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 17**

THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 19, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 20**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

EXCEPT THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION.

**PARCEL 21**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN,

IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30;

THENCE EAST 80 RODS TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30; THENCE SOUTH 80 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO THE POINT OF BEGINNING.

**PARCEL 22**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 23**

THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 23, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED FEBRUARY 26, 1960 IN BOOK 47, PAGE 99.

ALSO EXCEPT TRACT A AND TRACT B DESCRIBED UNDER AUDITOR'S FILE NOS. 2012181921 AND 2012181922.

ALSO EXCEPT THAT PORTION LYING EAST OF THE EAST LINE OF TRACTS A & B, CONVEYED TO INDEPENDENCE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, RECORDED DECEMBER 9, 2019, UNDER AUDITOR'S FILE NO. 2019002416.

**PARCEL 24**

GOVERNMENT LOTS 1, 2 AND 3 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 25**

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 ALL OF SECTION 5, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER AND THE EAST HALF OF SECTION 6, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EAST HALF ALL IN SECTION 7, ALL OF SECTION 8, ALL IN TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO ALL OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPTING THEREFROM THE FOLLOWING:

- A. THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED DECEMBER 12, 1947 UNDER AUDITOR'S FILE NO. 37340.
- B. THAT PORTION CONVEYED TO LEE MONTGOMERY, ET UX, BY INSTRUMENT RECORDED MARCH 16, 1970 IN BOOK 61, PAGE 595, AUDITOR'S FILE NO. 71947.
- C. THAT PORTION CONVEYED TO KARL KLIPPEL, ET UX, BY INSTRUMENT RECORDED AUGUST 8, 1995 IN BOOK 151, PAGE 631.
- D. THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AS DESCRIBED BY INSTRUMENT RECORDED IN BOOK 74, PAGE 802.

ALSO THE EAST HALF AND THE EAST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION AS DESCRIBED IN BOOK 49, PAGE 181.

**PARCEL 26**

THE WEST HALF OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER, ALL IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 56 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 40 RODS; THENCE WEST 24 RODS; THENCE SOUTH 40 RODS; THENCE EAST 24 RODS TO THE PLACE OF BEGINNING.

ALSO THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPTING THEREFROM THE FOLLOWING:

- A. THAT PORTION CONVEYED TO LESLIE E DONALDSON, ET UX, BY INSTRUMENT RECORDED SEPTEMBER 13, 1983 IN BOOK 82, PAGE 680.
- B. LOTS 1 AND 2 OF THE A.G. MALELLA SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 239 AND THAT PORTION LYING SOUTH OF LOT 2.
- C. LOTS 1 AND 2 OF THE RENO ZIEGLER SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 55.

**PARCEL 27**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 28**

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

SAID POINT BEARING SOUTH 84°36' EAST FROM THE CENTER OF SAID SECTION AND 330 FEET DISTANT; THENCE NORTH FOR 660 FEET ALONG THE LINE OF THE ELLA M. WOODWARD TRACT;  
THENCE SOUTH 84°36' EAST FOR 330 FEET ALONG THE LINE OF THE ELLA M. WOODWARD TRACT; THENCE SOUTH FOR 660 FEET TO THE SOUTH LINE OF THE QUARTER SECTION; THENCE NORTH 84°36' WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 330 FEET TO THE POINT OF BEGINNING.

**PARCEL 29**

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A BRASS HUB MARKING THE CENTER OF THE SAID SECTION 19; THENCE NORTH 1320 FEET TO AN IRON PIPE AND THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 1389.6 FEET TO AN IRON PIPE; THENCE NORTH 28 EAST

152.5 FEET TO AN IRON PIPE; THENCE NORTH 60 WEST 173.6 FEET TO AN IRON PIPE; THENCE NORTH 85 WEST 772.2 FEET TO AN IRON PIPE; THENCE WEST 309 FEET TO AN IRON PIPE; THENCE NORTH 06°48' WEST 1042 FEET; THENCE WEST 17.1 FEET TO AN IRON PIPE; THENCE SOUTH 1320 FEET TO THE INITIAL POINT.

**PARCEL 30**

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER LYING NORTH OF COUNTY ROAD, THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTH OF COUNTY ROAD, THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 330 FEET THEREOF, ALL OF THE NORTH 330 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 20, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 32 - INTENTIONALLY DELETED**

**PARCEL 33**

GOVERNMENT LOTS 11 AND 12 IN SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THOMAS A. SMITH, ET UX, BY INSTRUMENT RECORDED AUGUST 24, 1992 IN BOOK 130, PAGE 343.

**PARCEL 34**

GOVERNMENT LOTS 1 AND 2 IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THOMAS A. SMITH, ET UX, BY INSTRUMENT RECORDED AUGUST 24, 1992 IN BOOK 130, PAGE 343.

EXCEPT THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA.

**PARCEL 35**

THE EAST HALF OF GOVERNMENT LOT 7, THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 12, EXCEPT THE WEST 46 RODS THEREOF, ALL IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING WITH THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE COULEE NO.1 AND NO. 2 TRANSMISSION LINES.

**PARCEL 36**

GOVERNMENT LOT 10 AND THE WEST 18.63 ACRES OF GOVERNMENT LOT 11, IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION THEREOF WHICH LIES WITHIN THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR BONNEVILLE POWER ADMINISTRATIONS ELECTRIC POWER TRANSMISSION LINES.

ALSO EXCEPT THAT PORTION DESCRIBED UNDER AUDITOR'S FILE NO. 2019000762.

**PARCEL 37**

THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 36, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 40**

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 41**

GOVERNMENT LOT 7, SECTION 6, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 42**

GOVERNMENTS LOTS 3 AND 4, SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THE WEST 362 FEET OF THE NORTH 504 FEET OF GOVERNMENT LOT 3 IN SAID SECTION 18.

**PARCEL 45**

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 46**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON, LYING WESTERLY OF AALVIK ROAD AND NORTH OF LOT 1 AS SHOWN ON A SHORT PLAT RECORDED ON PAGE 57, BOOK 2 OF SHORT PLATS, SKAMANIA COUNTY, WASHINGTON.

**PARCEL 47**

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 48**

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION LYING WEST OF THE EAST LINE OF TRACTS A & B, CONVEYED TO INDEPENDENCE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, RECORDED DECEMBER 9, 2019 UNDER AUDITOR'S FILE NO. 2019-002416.

**PARCEL 49**

The Southwest Quarter of the Northwest Quarter and the East half of the Northwest Quarter all in Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom the following:

Beginning at the Northeast corner of the Northwest Quarter of section 20, thence West 396 feet; thence South 792 feet; thence east 396 feet; thence North 792 feet to the Point of Beginning.

ALSO EXCEPT that portion conveyed to Jesse G. Renfro et. Ux. By instrument recorded May 31, 1977 in Book 72, Page 758.

ALSO EXCEPT everything lying Easterly of the Columbia River Gorge National Scenic Area Boundary, Said boundary is described as the 800 foot contour line, Vertical Datum of 1929 (NGVD 1929).

Containing 40.76 Acres, more or less

Unofficial  
Copy

**EXHIBIT "B"**

<b>Parcel</b>	<b>Tax Account No.</b>	<b>Assessed Value</b>
1	03 06 00 0 0 0700 00	\$26,100.00
2	03 07 00 0 0 1701 00	\$37,300.00
3	03 07 00 0 0 2100 00	\$65,600.00
4	03 07 00 0 0 2200 00	\$33,700.00
5	03 07 24 0 0 0500 00	\$5,500.00
6	03 07 26 0 0 0200 00	\$13,400.00
7	03 07 26 0 0 0300 00	\$7,100.00
8	03 07 00 0 0 2500 00	\$44,800.00
9	03 07 26 0 0 0201 00	\$6,000.00
10	03 07 26 0 0 0800 00	\$4,900.00
11	03 07 35 0 0 0200 00	\$4,000.00
12	03 07 35 0 0 0200 06	\$46,200.00
13	03 07 35 0 0 0600 00	\$4,400.00
14	03 07 00 0 0 4801 00	\$5,500.00
15	03 07 24 0 0 0300 00	\$2,800.00
16	03 07 26 0 0 0400 00	\$6,600.00
17	03 08 19 0 0 0400 00	\$31,800.00
20	03 08 29 0 0 0300 00	\$8,000.00
21	03 08 30 0 0 0100 00	\$2,300.00
22	03 09 00 0 0 2700 00	\$5,600.00
23	03 09 00 0 0 3100 00	\$29,700.00
24	03 10 00 0 0 0100 00	\$21,600.00
25	03 10 00 0 0 0300 00	\$1,100.00

26	03 10 00 0 0 0301 00	\$79,300.00
27	03 10 00 0 0 0600 00	\$22,200.00
28	03 10 00 0 0 1000 00	\$700.00
29	03 10 19 0 0 0100 00	\$9,300.00
30	03 10 20 0 0 0200 00	\$28,500.00
33	03 75 24 0 0 0300 00	\$9,900.00
34	03 75 25 0 0 0200 00	\$10,600.00
35	03 75 25 0 0 0800 00	\$6,400.00
36	03 75 25 0 0 0900 00	\$4,800.00
37	04 07 00 0 0 0500 00	\$33,100.00
40	03 09 00 0 0 0401 00	\$12,100.00
41	03 10 00 0 0 0700 00	\$5,500.00
42	03 10 00 0 0 1100 00	\$10,600.00
45	04 09 00 0 0 0104 00	\$14,200.00
46	03 07 26 0 0 0700 00	\$150,000.00
47	03 07 24 0 0 0600 00	\$20,000.00
48	03 09 00 0 0 3101 00	\$2,400.00
49	<del>03 08 20 2 0 0400 00</del> 03 08 20 2 0 5000	\$7,900.00

# Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2020.  
This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.  
This form is your receipt when stamped by cashier. Please type or print.

Check box if partial sale, indicate % \_\_\_\_\_ sold.

List percentage of ownership acquired next to each name.

**1 Seller/Grantor**

Name S.D.S. Co., L.L.C., a Washington limited liability company

**2 Buyer/Grantee**

Name TCT Columbia Holdings LLC, a Delaware limited liability company

Mailing address 123 Industrial Road

Mailing address 1301 Fifth Avenue, Suite 4000

City/state/zip Bingen, WA 98605

City/state/zip Seattle, WA 98101

Phone (including area code) (509)413-2955

Phone (including area code) (206) 774-8000

**3** Send all property tax correspondence to:  Same as Buyer/Grantee

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
See Attached <u>exhibit B</u>	<input type="checkbox"/>	
<u>030160000070000</u>	<input type="checkbox"/>	<u>\$26100</u>
<u>2021 TAXES PAID</u>	<input type="checkbox"/>	

Name \_\_\_\_\_

Mailing address \_\_\_\_\_

City/state/zip \_\_\_\_\_

**4** Street address of property XXX Vacant Land, Skamania County, WA

This property is located in Skamania County (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See Attached Exhibit A

**5** 88 - Forest land designated under chapter 84.34

**7** List all personal property (tangible and intangible) included in selling price.

Enter any additional codes \_\_\_\_\_  
(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?  Yes  No

If claiming an exemption, list WAC number and reason for exemption.  
WAC number (section/subsection) 458-61A-211(2)(c)  
Reason for exemption \_\_\_\_\_

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)  Yes  No

The transfer by an entity of its interest in real property to its wholly owned subsidiary.

**6** Is this property designated as forest land per RCW 84.33?  Yes  No

Type of document Bargain and Sale Deed  
Date of document 11-17-2021

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?  Yes  No

Is this property receiving special valuation as historical property per RCW 84.26?  Yes  No

Gross selling price	0.00
*Personal property (deduct)	0.00
Exemption claimed (deduct)	0.00
Taxable selling price	0.00
Excise tax: state	
Less than \$500,000.01 at 1.1%	0.00
From \$500,000.01 to \$1,500,000 at 1.28%	0.00
From \$1,500,000.01 to \$3,000,000 at 2.75%	0.00
Above \$3,000,000 at 3%	0.00
Agricultural and timberland at 1.28%	0.00
Total excise tax: state	0.00
Local	0.00
*Delinquent interest: state	0.00
Local	0.00
*Delinquent penalty	0.00
Subtotal	0.00
*State technology fee	5.00
*Affidavit processing fee	5.00
Total due	10.00

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land:  does  does not qualify for continuance.

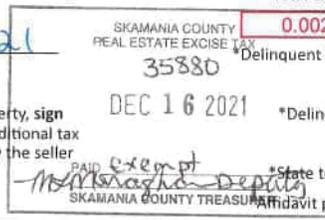
Deputy assessor signature \_\_\_\_\_ Date 12-16-21

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE \_\_\_\_\_

Signature Jeff Webber, President Signature \_\_\_\_\_  
Print name \_\_\_\_\_ Print name \_\_\_\_\_



A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent \_\_\_\_\_  
Name (print) Jeff Webber, President  
Date & city of signing 14 Nov 2021 Bingen, WA

Signature of grantee or agent \_\_\_\_\_  
Name (print) Jeff Webber, President  
Date & city of signing 14 Nov 2021 Bingen, WA

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

# Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2020.  
This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.  
This form is your receipt when stamped by cashier. *Please type or print.*

Check box if partial sale, indicate % \_\_\_\_\_ sold.

List percentage of ownership acquired next to each name.

**1 Seller/Grantor**

**2 Buyer/Grantee**

Name S.D.S. Co., L.L.C., a Washington limited liability company

Name TCT Columbia Holdings LLC, a Delaware limited liability company

Mailing address 123 Industrial Road

Mailing address 1301 Fifth Avenue, Suite 4000

City/state/zip Bingen, WA 98605

City/state/zip Seattle, WA 98101

Phone (including area code) (509)413-2955

Phone (including area code) (206) 774-8000

**3** Send all property tax correspondence to:  Same as Buyer/Grantee

Name \_\_\_\_\_

Mailing address \_\_\_\_\_

City/state/zip \_\_\_\_\_

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
See Attached <u>exhibit B</u>	<input type="checkbox"/>	
<u>03060000070000</u>	<input type="checkbox"/>	<u>\$26100</u>
<u>2021 TAXES PAID</u>	<input type="checkbox"/>	

**4** Street address of property XXX Vacant Land, Skamania County, WA

This property is located in Skamania County (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.  
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See Attached Exhibit A

**5** 88 - Forest land designated under chapter 84.34

Enter any additional codes \_\_\_\_\_  
(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?  Yes  No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)  Yes  No

**6** Is this property designated as forest land per RCW 84.33?  Yes  No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?  Yes  No

Is this property receiving special valuation as historical property per RCW 84.26?  Yes  No

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land:  does  does not qualify for continuance.

Deputy assessor signature [Signature] Date 12-16-21

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

**(3) NEW OWNER(S) SIGNATURE**

Signature [Signature] Print name Jeff Webber, President

**7** List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption.

WAC number (section/subsection) 458-61A-211(2)(c)

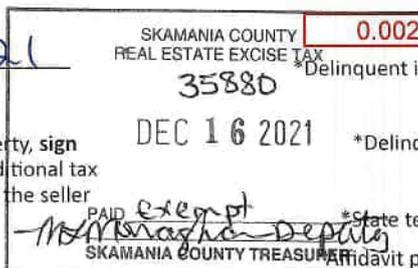
Reason for exemption \_\_\_\_\_

The transfer by an entity of its interest in real property to its wholly owned subsidiary.

Type of document Bargain and Sale Deed

Date of document 11-17-2021

Gross selling price	0.00
*Personal property (deduct)	0.00
Exemption claimed (deduct)	0.00
Taxable selling price	0.00
Excise tax: state	
Less than \$500,000.01 at 1.1%	0.00
From \$500,000.01 to \$1,500,000 at 1.28%	0.00
From \$1,500,000.01 to \$3,000,000 at 2.75%	0.00
Above \$3,000,000 at 3%	0.00
Agricultural and timberland at 1.28%	0.00
Total excise tax: state	0.00
Local	0.00
*Delinquent interest: state	0.00
Local	0.00
*Delinquent penalty	0.00
Subtotal	0.00
*state technology fee	5.00
affidavit processing fee	5.00
Total due	10.00



A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

**EXHIBIT "A"**

**Legal Description**

**PARCEL 1**

THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 2**

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 3**

THE SOUTHEAST QUARTER OF SECTION 20; AND THE NORTH HALF OF THE SOUTH HALF AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND GOVERNMENT LOTS 3 & 4 IN SECTION 21, ALL IN TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 4**

THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 5**

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 6**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 7**

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 8**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE

**PARCEL 10**

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCELS 11 AND 12**

THE NORTHWEST QUARTER, AND THE WEST 60 RODS OF THE WEST HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT ALL THAT PORTION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE DEEDED RIGHT OF WAY CONVEYED TO BONNEVILLE POWER ADMINISTRATION BY INSTRUMENT RECORDED IN BOOK 27, PAGE 315.

ALSO EXCEPT THAT PORTION CONVEYED TO BONNEVILLE POWER ADMINISTRATION BY INSTRUMENT RECORDED IN BOOK 27, PAGE 315.

**PARCEL 13**

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO LARRY A. BIRKENFIELD ET UX BY INSTRUMENT RECORDED IN BOOK 84, PAGE 30.

**PARCEL 14**

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 15**

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 16**

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 20**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

EXCEPT THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION.

**PARCEL 21**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30;

THENCE EAST 80 RODS TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30; THENCE SOUTH 80 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO THE POINT OF BEGINNING.

**PARCEL 22**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 23**

THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 23, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED FEBRUARY 26, 1960 IN BOOK 47, PAGE 99.

ALSO EXCEPT TRACT A AND TRACT B DESCRIBED UNDER AUDITOR'S FILE NOS. 2012181921 AND 2012181922.

ALSO EXCEPT THAT PORTION LYING EAST OF THE EAST LINE OF TRACTS A & B, CONVEYED TO INDEPENDENCE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, RECORDED DECEMBER 9, 2019, UNDER AUDITOR'S FILE NO. 2019002416.

**PARCEL 24**

GOVERNMENT LOTS 1, 2 AND 3 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF

NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EAST HALF ALL IN SECTION 7, ALL OF SECTION 8, ALL IN TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO ALL OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPTING THEREFROM THE FOLLOWING:

- A. THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED DECEMBER 12, 1947 UNDER AUDITOR'S FILE NO. 37340.
- B. THAT PORTION CONVEYED TO LEE MONTGOMERY, ET UX, BY INSTRUMENT RECORDED MARCH 16, 1970 IN BOOK 61, PAGE 595, AUDITOR'S FILE NO. 71947.
- C. THAT PORTION CONVEYED TO KARL KLIPPEL, ET UX, BY INSTRUMENT RECORDED AUGUST 8, 1995 IN BOOK 151, PAGE 631.
- D. THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AS DESCRIBED BY INSTRUMENT RECORDED IN BOOK 74, PAGE 802.

ALSO THE EAST HALF AND THE EAST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION AS DESCRIBED IN BOOK 49, PAGE 181.

#### **PARCEL 26**

THE WEST HALF OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER, ALL IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 56 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 40 RODS; THENCE WEST 24 RODS; THENCE SOUTH 40 RODS; THENCE EAST 24 RODS TO THE PLACE OF BEGINNING.

ALSO THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16,

B. LOTS 1 AND 2 OF THE A.G. MALELLA SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 239 AND THAT PORTION LYING SOUTH OF LOT 2.

C. LOTS 1 AND 2 OF THE RENO ZIEGLER SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 55.

**PARCEL 27**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 28**

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

SAID POINT BEARING SOUTH 84°36' EAST FROM THE CENTER OF SAID SECTION AND 330 FEET DISTANT; THENCE NORTH FOR 660 FEET ALONG THE LINE OF THE ELLA M. WOODWARD TRACT;  
THENCE SOUTH 84°36' EAST FOR 330 FEET ALONG THE LINE OF THE ELLA M. WOODWARD TRACT; THENCE SOUTH FOR 660 FEET TO THE SOUTH LINE OF THE QUARTER SECTION; THENCE NORTH 84°36' WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 330 FEET TO THE POINT OF BEGINNING.

**PARCEL 29**

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A BRASS HUB MARKING THE CENTER OF THE SAID SECTION 19;  
THENCE NORTH 1320 FEET TO AN IRON PIPE AND THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 1389.6 FEET TO AN IRON PIPE; THENCE NORTH 28 EAST 152.5 FEET TO AN IRON PIPE; THENCE NORTH 60 WEST 173.6 FEET TO AN IRON PIPE; THENCE NORTH 85 WEST 772.2 FEET TO AN IRON PIPE; THENCE WEST 309 FEET TO AN IRON PIPE; THENCE NORTH 06°48' WEST 1042 FEET; THENCE WEST 17.1 FEET TO AN IRON PIPE; THENCE SOUTH 1320 FEET TO THE INITIAL POINT.

**PARCEL 30**

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER LYING NORTH OF COUNTY ROAD, THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTH OF COUNTY ROAD, THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 330 FEET THEREOF, ALL OF THE NORTH 330 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 20, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

GOVERNMENT LOTS 11 AND 12 IN SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THOMAS A. SMITH, ET UX, BY INSTRUMENT RECORDED AUGUST 24, 1992 IN BOOK 130, PAGE 343.

**PARCEL 34**

GOVERNMENT LOTS 1 AND 2 IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THOMAS A. SMITH, ET UX, BY INSTRUMENT RECORDED AUGUST 24, 1992 IN BOOK 130, PAGE 343.

EXCEPT THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA.

**PARCEL 35**

THE EAST HALF OF GOVERNMENT LOT 7, THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 12, EXCEPT THE WEST 46 RODS THEREOF, ALL IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING WITH THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE COULEE NO.1 AND NO. 2 TRANSMISSION LINES.

**PARCEL 36**

GOVERNMENT LOT 10 AND THE WEST 18.63 ACRES OF GOVERNMENT LOT 11, IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION THEREOF WHICH LIES WITHIN THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR BONNEVILLE POWER ADMINISTRATIONS ELECTRIC POWER TRANSMISSION LINES.

ALSO EXCEPT THAT PORTION DESCRIBED UNDER AUDITOR'S FILE NO. 2019000762.

**PARCEL 37**

THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 36, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 40**

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 42**

GOVERNMENTS LOTS 3 AND 4, SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THE WEST 362 FEET OF THE NORTH 504 FEET OF GOVERNMENT LOT 3 IN SAID SECTION 18.

**PARCEL 45**

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 46**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON, LYING WESTERLY OF AALVIK ROAD AND NORTH OF LOT 1 AS SHOWN ON A SHORT PLAT RECORDED ON PAGE 57, BOOK 2 OF SHORT PLATS, SKAMANIA COUNTY, WASHINGTON.

**PARCEL 47**

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 48**

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION LYING WEST OF THE EAST LINE OF TRACTS A & B, CONVEYED TO INDEPENDENCE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, RECORDED DECEMBER 9, 2019 UNDER AUDITOR'S FILE NO. 2019-002416.

**PARCEL 49**

The Southwest Quarter of the Northwest Quarter and the East half of the Northwest Quarter all in Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom the following:

Beginning at the Northeast corner of the Northwest Quarter of section 20, thence West 396 feet; thence South 792 feet; thence east 396 feet; thence North 792 feet to the Point of Beginning.

Containing 40.76 Acres, more or less

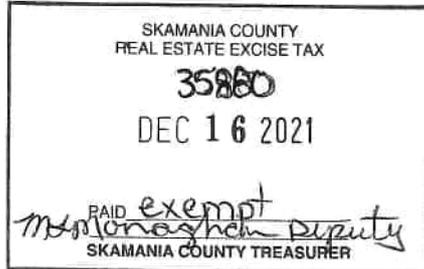
**EXHIBIT "B"**

<b>Parcel</b>	<b>Tax Account No.</b>	<b>Assessed Value</b>
1	03 06 00 0 0 0700 00	\$26,100.00
2	03 07 00 0 0 1701 00	\$37,300.00
3	03 07 00 0 0 2100 00	\$65,600.00
4	03 07 00 0 0 2200 00	\$33,700.00
5	03 07 24 0 0 0500 00	\$5,500.00
6	03 07 26 0 0 0200 00	\$13,400.00
7	03 07 26 0 0 0300 00	\$7,100.00
8	03 07 00 0 0 2500 00	\$44,800.00
9	03 07 26 0 0 0201 00	\$6,000.00
10	03 07 26 0 0 0800 00	\$4,900.00
11	03 07 35 0 0 0200 00	\$4,000.00
12	03 07 35 0 0 0200 06	\$46,200.00
13	03 07 35 0 0 0600 00	\$4,400.00
14	03 07 00 0 0 4801 00	\$5,500.00
15	03 07 24 0 0 0300 00	\$2,800.00
16	03 07 26 0 0 0400 00	\$6,600.00
17	03 08 19 0 0 0400 00	\$31,800.00
20	03 08 29 0 0 0300 00	\$8,000.00
21	03 08 30 0 0 0100 00	\$2,300.00
22	03 09 00 0 0 2700 00	\$5,600.00
23	03 09 00 0 0 3100 00	\$29,700.00
24	03 10 00 0 0 0100 00	\$21,600.00
25	03 10 00 0 0 0300 00	\$1,100.00

26	03 10 00 0 0 0301 00	\$79,300.00
27	03 10 00 0 0 0600 00	\$22,200.00
28	03 10 00 0 0 1000 00	\$700.00
29	03 10 19 0 0 0100 00	\$9,300.00
30	03 10 20 0 0 0200 00	\$28,500.00
33	03 75 24 0 0 0300 00	\$9,900.00
34	03 75 25 0 0 0200 00	\$10,600.00
35	03 75 25 0 0 0800 00	\$6,400.00
36	03 75 25 0 0 0900 00	\$4,800.00
37	04 07 00 0 0 0500 00	\$33,100.00
40	03 09 00 0 0 0401 00	\$12,100.00
41	03 10 00 0 0 0700 00	\$5,500.00
42	03 10 00 0 0 1100 00	\$10,600.00
45	04 09 00 0 0 0104 00	\$14,200.00
46	03 07 26 0 0 0700 00	\$150,000.00
47	03 07 24 0 0 0600 00	\$20,000.00
48	03 09 00 0 0 3101 00	\$2,400.00
49	<del>03 08 20 2 0 0400 00</del> 03 08 20 2 0 0500 00	\$7,900.00

FILED FOR RECORD AT THE REQUEST OF:

S.D.S. Co., LLC  
P.O. Box 266  
Bingen, WA 98605  
Attn: Jeff Webber



**BARGAIN AND SALE DEED**

CL19898

**Grantor:** S.D.S. CO., L.L.C., a Washington limited liability company

**Grantee:** TCT COLUMBIA HOLDINGS LLC, a Delaware limited liability company

**Abbreviated Legal Description:** PTN OF SECTION 11-3N-6 EWM; PTN OF SECTIONS 19-22, 24, 26-27 & 34-35, 3N-7 EWM; PTN OF SECTIONS 24-25 & 36, T3N, R7½ EWM; PTN OF SECTIONS 19-20, 26-27 & 29-30, 3N-8 EWM; PTNS OF SECTIONS 12, 16, & 23, T3N-9 EWM; PTN OF SECTIONS 4-9, 17-20 & 22, 3N-10 EWM; PTN OF SECTION 36-4N-7 EWM & PTN SECTION 15-4N-9 EWM.

Full legal: See attached Exhibit A

**Assessor's Property Tax Parcel**

**Or Account Number(s):** 03060000070000; 03070000170100;  
03070000210000; 03070000220000; 03070000250000; 03070000480100; 03072400030000;  
03072400050000; 03072400060000; 03072600020000; 03072600020100; 03072600030000;  
03072600040000; 03072600070000; 03072600080000; 03073500020000; 03073500060000;  
03081900040000; ~~03082020040000~~; 03082900030000; 03083000010000; 03090000040100;  
03090000270000; 03090000310000; 03090000310100; 03100000010000; 03100000030000;  
03100000030100; 03100000060000; 03100000070000; 03100000100000; 03100000110000;  
03101900010000; 03102000020000; 03752400030000; 03752500020000; 03752500080000;  
03752500090000; 04070000050000; 04090000010400; 03082020050000

**Reference Number(s) of Documents  
Being Assigned or Released:**

Skamania County Assessor  
N/A Date 12-16-21 Parcel# See Above

**BARGAIN AND SALE DEED**  
(Skamania County, Washington)

The grantor, **S.D.S. CO., L.L.C.**, a Washington limited liability company (“**Grantor**”), for good and valuable non-monetary consideration, in hand paid, bargains, sells and conveys to **TCT COLUMBIA HOLDINGS LLC**, a Delaware limited liability company (“**Grantee**”), the following described real estate, situated in the County of Skamania, State of Washington:

SEE **EXHIBIT “A”** ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

SUBJECT TO THE EXCEPTIONS LISTED IN **EXHIBIT “B”** ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Dated this 17 day of November, 2021.

*[Signatures Contained on Following Page]*

IN WITNESS WHEREOF, Grantor executes this Bargain and Sale Deed with the intent that it be effective as of the date set forth above.

**GRANTOR:**

**S.D.S. CO., L.L.C.,**  
a Washington limited liability company

By:   
Name: Jeff Webber  
Title: President

State of ~~Washington~~ Oregon )  
County of ~~Klickitat~~ Deschutes ) ss.  
~~Klickitat~~ )

On this 12 day of November, 2021, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~ Oregon, duly commissioned and sworn, personally appeared Jeff Webber, to me known to be the President of S.D.S. Co., L.L.C., a Washington limited liability company, the company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

  
Notary Public in and for the State of ~~Washington~~ Oregon  
My Appointment expires: April 25, 2025



[TCT Deed Skamania]

**EXHIBIT "A"**

**Legal Description**

**PARCEL 1**

THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 2**

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 3**

THE SOUTHEAST QUARTER OF SECTION 20; AND THE NORTH HALF OF THE SOUTH HALF AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND GOVERNMENT LOTS 3 & 4 IN SECTION 21, ALL IN TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 4**

THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 5**

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 6**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 7**

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 8**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 9**

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 10**

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCELS 11 AND 12**

THE NORTHWEST QUARTER, AND THE WEST 60 RODS OF THE WEST HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT ALL THAT PORTION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE DEEDED RIGHT OF WAY CONVEYED TO BONNEVILLE POWER ADMINISTRATION BY INSTRUMENT RECORDED IN BOOK 27, PAGE 315.

ALSO EXCEPT THAT PORTION CONVEYED TO BONNEVILLE POWER ADMINISTRATION BY INSTRUMENT RECORDED IN BOOK 27, PAGE 315.

**PARCEL 13**

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO LARRY A. BIRKENFIELD ET UX BY INSTRUMENT RECORDED IN BOOK 84, PAGE 30.

**PARCEL 14**

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 15**

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 16**

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 17**

THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 19, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 20**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

EXCEPT THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION.

**PARCEL 21**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN,

IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30;

THENCE EAST 80 RODS TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30; THENCE SOUTH 80 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO THE POINT OF BEGINNING.

**PARCEL 22**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 23**

THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 23, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED FEBRUARY 26, 1960 IN BOOK 47, PAGE 99.

ALSO EXCEPT TRACT A AND TRACT B DESCRIBED UNDER AUDITOR'S FILE NOS. 2012181921 AND 2012181922.

ALSO EXCEPT THAT PORTION LYING EAST OF THE EAST LINE OF TRACTS A & B, CONVEYED TO INDEPENDENCE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, RECORDED DECEMBER 9, 2019, UNDER AUDITOR'S FILE NO. 2019002416.

**PARCEL 24**

GOVERNMENT LOTS 1, 2 AND 3 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

**PARCEL 25**

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 ALL OF SECTION 5, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER AND THE EAST HALF OF SECTION 6, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EAST HALF ALL IN SECTION 7, ALL OF SECTION 8, ALL IN TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO ALL OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPTING THEREFROM THE FOLLOWING:

- A. THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED DECEMBER 12, 1947 UNDER AUDITOR'S FILE NO. 37340.
- B. THAT PORTION CONVEYED TO LEE MONTGOMERY, ET UX, BY INSTRUMENT RECORDED MARCH 16, 1970 IN BOOK 61, PAGE 595, AUDITOR'S FILE NO. 71947.
- C. THAT PORTION CONVEYED TO KARL KLIPPEL, ET UX, BY INSTRUMENT RECORDED AUGUST 8, 1995 IN BOOK 151, PAGE 631.
- D. THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AS DESCRIBED BY INSTRUMENT RECORDED IN BOOK 74, PAGE 802.

ALSO THE EAST HALF AND THE EAST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION AS DESCRIBED IN BOOK 49, PAGE 181.

#### **PARCEL 26**

THE WEST HALF OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER, ALL IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 56 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 40 RODS; THENCE WEST 24 RODS; THENCE SOUTH 40 RODS; THENCE EAST 24 RODS TO THE PLACE OF BEGINNING.

ALSO THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPTING THEREFROM THE FOLLOWING:

- A. THAT PORTION CONVEYED TO LESLIE E DONALDSON, ET UX, BY INSTRUMENT RECORDED SEPTEMBER 13, 1983 IN BOOK 82, PAGE 680.
- B. LOTS 1 AND 2 OF THE A.G. MALELLA SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 239 AND THAT PORTION LYING SOUTH OF LOT 2.
- C. LOTS 1 AND 2 OF THE RENO ZIEGLER SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 55.

**PARCEL 27**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 28**

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

SAID POINT BEARING SOUTH 84°36' EAST FROM THE CENTER OF SAID SECTION AND 330 FEET DISTANT; THENCE NORTH FOR 660 FEET ALONG THE LINE OF THE ELLA M. WOODWARD TRACT;  
THENCE SOUTH 84°36' EAST FOR 330 FEET ALONG THE LINE OF THE ELLA M. WOODWARD TRACT; THENCE SOUTH FOR 660 FEET TO THE SOUTH LINE OF THE QUARTER SECTION; THENCE NORTH 84°36' WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 330 FEET TO THE POINT OF BEGINNING.

**PARCEL 29**

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A BRASS HUB MARKING THE CENTER OF THE SAID SECTION 19; THENCE NORTH 1320 FEET TO AN IRON PIPE AND THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 1389.6 FEET TO AN IRON PIPE; THENCE NORTH 28 EAST

152.5 FEET TO AN IRON PIPE; THENCE NORTH 60 WEST 173.6 FEET TO AN IRON PIPE; THENCE NORTH 85 WEST 772.2 FEET TO AN IRON PIPE; THENCE WEST 309 FEET TO AN IRON PIPE; THENCE NORTH 06°48' WEST 1042 FEET; THENCE WEST 17.1 FEET TO AN IRON PIPE; THENCE SOUTH 1320 FEET TO THE INITIAL POINT.

**PARCEL 30**

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER LYING NORTH OF COUNTY ROAD, THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTH OF COUNTY ROAD, THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 330 FEET THEREOF, ALL OF THE NORTH 330 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 20, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 32 - INTENTIONALLY DELETED**

**PARCEL 33**

GOVERNMENT LOTS 11 AND 12 IN SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THOMAS A. SMITH, ET UX, BY INSTRUMENT RECORDED AUGUST 24, 1992 IN BOOK 130, PAGE 343.

**PARCEL 34**

GOVERNMENT LOTS 1 AND 2 IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THOMAS A. SMITH, ET UX, BY INSTRUMENT RECORDED AUGUST 24, 1992 IN BOOK 130, PAGE 343.

EXCEPT THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA.

**PARCEL 35**

THE EAST HALF OF GOVERNMENT LOT 7, THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 12, EXCEPT THE WEST 46 RODS THEREOF, ALL IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING WITH THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE COULEE NO.1 AND NO. 2 TRANSMISSION LINES.

**PARCEL 36**

GOVERNMENT LOT 10 AND THE WEST 18.63 ACRES OF GOVERNMENT LOT 11, IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION THEREOF WHICH LIES WITHIN THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR BONNEVILLE POWER ADMINISTRATIONS ELECTRIC POWER TRANSMISSION LINES.

ALSO EXCEPT THAT PORTION DESCRIBED UNDER AUDITOR'S FILE NO. 2019000762.

**PARCEL 37**

THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 36, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 40**

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 41**

GOVERNMENT LOT 7, SECTION 6, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 42**

GOVERNMENTS LOTS 3 AND 4, SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THE WEST 362 FEET OF THE NORTH 504 FEET OF GOVERNMENT LOT 3 IN SAID SECTION 18.

**PARCEL 45**

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 46**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON, LYING WESTERLY OF AALVIK ROAD AND NORTH OF LOT 1 AS SHOWN ON A SHORT PLAT RECORDED ON PAGE 57, BOOK 2 OF SHORT PLATS, SKAMANIA COUNTY, WASHINGTON.

**PARCEL 47**

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL 48**

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION LYING WEST OF THE EAST LINE OF TRACTS A & B, CONVEYED TO INDEPENDENCE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, RECORDED DECEMBER 9, 2019 UNDER AUDITOR'S FILE NO. 2019-002416.

**PARCEL 49**

The Southwest Quarter of the Northwest Quarter and the East half of the Northwest Quarter all in Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom the following:

Beginning at the Northeast corner of the Northwest Quarter of section 20, thence West 396 feet; thence South 792 feet; thence east 396 feet; thence North 792 feet to the Point of Beginning.

ALSO EXCEPT that portion conveyed to Jesse G. Renfro et. Ux. By instrument recorded May 31, 1977 in Book 72, Page 758.

ALSO EXCEPT everything lying Easterly of the Columbia River Gorge National Scenic Area Boundary, Said boundary is described as the 800 foot contour line, Vertical Datum of 1929 (NGVD 1929).

Containing 40.76 Acres, more or less

## EXHIBIT "B"

### Permitted Exceptions

1. through 57. Intentionally Deleted.
  
58. Terms, covenants and conditions contained in application for current use classification, entered pursuant to RCW 84.33 (including potential liability for future applicable taxes, any special benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from,said classification);  
Notice of Approval  
Recorded: April 14, 1993  
Recording No.: 131187, Book 175, Page 599  
Classification: Forest LandAffects Parcels 15 through 39
  
59. Terms, covenants and conditions contained in application for current use classification, entered pursuant to RCW 84.33 (including potential liability for future applicable taxes, any special benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from,said classification);  
Notice of Approval  
Recorded: December 12, 2011  
Recording No.: 2011179656  
Classification: Forest LandAffects Parcels 4 through 14
  
60. Terms, covenants and conditions contained in application for current use classification, entered pursuant to RCW 84.33 (including potential liability for future applicable taxes, any special benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from,said classification);  
Notice of Approval  
Recorded: October 17, 2003  
Recording No.: 150774, Book 252, Page 674  
Classification: Forest LandAffects Parcel 40
  
61. Terms, covenants and conditions contained in application for current use classification, entered pursuant to RCW 84.33 (including potential liability for future applicable taxes, any special benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from,said classification);  
Notice of Approval  
Recorded: August 13, 2009  
Recording No.: 2009173631  
Classification: Forest LandAffects Parcel 41
  
62. Terms, covenants and conditions contained in application for current use classification, entered pursuant to RCW 84.33 (including potential liability for future applicable taxes, any special benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from,said classification);  
Notice of Approval  
Recorded: August 10, 2005  
Recording No.: 2005158288  
Classification: Forest LandAffects Parcel 42
  
63. This exception has been deleted.

64. This exception has been deleted.
65. Terms, covenants and conditions contained in application for current use classification, entered pursuant to RCW 84.33 (including potential liability for future applicable taxes, any special benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from, said classification);  
Notice of Approval  
Recorded: December 24, 1998  
Recording No.: 133806, Book 184, Page 976  
Classification: Forest Land Affects Parcel 45
66. This exception has been deleted.
67. This exception has been deleted.
68. Intentionally Deleted.
69. Intentionally Deleted
70. Memorandum of Lease and the terms and conditions thereof:  
Lessor: S.D.S. Co., LLC, a Washington limited liability company  
Lessee: Verizon Wireless (VAW) LLC D/B/A Verizon Wireless  
Dated: December 14, 2007  
Recorded: January 16, 2008  
Auditor's File No.: 2008168729  
Affects Parcels 15 through 39
71. Lease and the terms and conditions thereof:  
Lessor: S.D.S. Lumber Company  
Lessee: Skamania PUD #1  
Term: 99 Years  
Dated: May 19, 2009  
Recorded: May 19, 2009  
Auditor's File No.: 2009172896 and 2011179001  
Affects Parcel 30
72. This exception has been deleted.
73. Easement and the terms and conditions thereof:  
Purpose: Ingress and Egress  
Recorded: April 28, 1902  
Auditor's File No.: Book H, Page 93  
Area Affected: Said Premises
74. Notice of appropriation of water and the terms and conditions thereof, recorded under Auditor's File Nos. Book E, Page 109, Book E, Page 220, Book E, Page 232 and Book E, Page 249.
75. Easement and the terms and conditions thereof:  
Purpose: Pipeline  
Recorded: April 01, 1930  
Auditor's File No.: Book W, Page 353  
Area Affected: Said Premises

76. This exception has been deleted.

77. Easement and the terms and conditions thereof:

Purpose: Telephone Line  
Recorded: January 17, 1940  
Auditor's File No.: Book G, Page 288  
Area Affected: Said Premises

78. Reservations and other matters and the terms and conditions thereof:

Recorded: October 22, 1952  
Auditor's File No.: Book 36, Page 1  
(Affects Parcels 3 & 8)

79. Easement and the terms and conditions thereof:

Grantee: United States of America  
Purpose: Transmission Lines  
Recorded: October 20, 1953, November 19, 1953 AND July 19, 1954 Auditor's File  
Nos.: Book 37, Page 259, Book 37, Page 304 and Book 38, Page 263  
Area Affected: Said Premises

80. Easement and the terms and conditions thereof:

Purpose: Access Road  
Recorded: May 06, 1955  
Auditor's File No.: Book 39, Page 377  
Area Affected: Said Premises

81. Easement and the terms and conditions thereof:

Purpose: Right of Way  
Recorded: February 06, 1956  
Auditor's File No.: Book 41, Page 97  
Area Affected: Said Premises

82. Easement and the terms and conditions thereof:

Grantee: State of Washington, Department of Natural Resources  
Purpose: Road  
Auditor's File Nos.: Book 51, Page 310  
Area Affected: Said Premises  
Recorded: April 29, 1963

83. Easement and the terms and conditions thereof:

Grantee: United States OF America  
Purpose: Transmission Lines  
Recorded: October 15, 1970 and December 10, 1970  
Auditor's File Nos.: Book 62, Page 259 and Book 62, Page 450  
Area Affected: Said Premises

84. Certificate of water right and the terms and conditions thereof, recorded under Auditor's File Nos. Book K, Page 435.

85. Intentionally Deleted.

86. Easement and the terms and conditions thereof:  
Grantee: Larry A. Birkenfeld and Joanne Birkenfeld  
Purpose: Road  
Recorded: August 26, 1999  
Auditor's File Nos.: Book 192, Page 614  
Area Affected: Said Premises
87. City of Stevenson Ordinance No. 907 and the terms and conditions thereof, recorded March 19, 2001 under Auditor's File No. Book 207, Page 674.
88. Easement and the terms and conditions thereof:  
Grantee: Stout Family Limited Partnership  
Purpose: Ingress and Egress  
Recorded: August 30, 2012  
Auditor's File Nos.: 2012181408  
Area Affected: Said Premises
89. Agreement and the terms and conditions thereof:  
Regarding: Land Use  
Recorded: January 27, 2015  
Auditor's File No: 2015000127
90. Matters set forth by Survey recorded May 13, 2015 Auditor's File No.: 2015000901
91. Easement and the terms and conditions thereof:  
Grantee: Public Utility District No. 1 of Skamania County, including joint users  
Purpose: Electric Transmission AND Distribution  
Area Affected: Said Premises  
Recorded: November 17, 2015  
Auditor's File Nos.: 2015002367
92. Matters set forth by Survey Recorded July 6, 2016  
Auditor's File No.: 2016001308
93. Matters set forth by Survey Recorded July 12, 2016  
Auditor's File No.: 2016001351
94. This exception has been deleted.
95. Easement and the terms and conditions thereof:  
Grantee: Home Valley Irrigation and Power Company  
Purpose: Right of Way  
Auditor's File Nos.: Book N, Page 254  
Area Affected: Parcel 35  
Recorded: August 10, 1911
96. This exception has been deleted.
97. Reservations and other matters and the terms and conditions thereof:  
Auditor's File No.: Book P, Page 539  
Reserving: Mineral  
Area Affected: Parcel 26

- Recorded: May 6, 1916
98. Reservations and other matters and the terms and conditions thereof:  
Recorded: May 14, 1917  
Auditor's File No.: Book Q, Page 175  
Reserving: Mineral
99. Reservations and other matters and the terms and conditions thereof:  
Auditor's File No.: Book Q, Page 467  
Reserving: Mineral  
Area Affected: Part of Section 16, T3N, R10EWM  
Recorded: March 23, 1918
100. Reservations and other matters and the terms and conditions thereof:  
Recorded: September 29, 1936  
Auditor's File No.: Book Z, Page 15  
Reserving: Right to Construct Highway  
Area Affected: Part of Section 17, T3N, R10EWM
101. This exception has been deleted.
102. Reservations and other matters and the terms and conditions thereof:  
Recorded: December 05, 1939  
Auditor's File No.: Book 27, Page 588  
Reserving: Right to Construct Highway  
Area Affected: Parcels 25 & 28
103. Reservations and other matters and the terms and conditions thereof:  
Recorded: June 28, 1940  
Auditor's File No.: 29081, Book 28, Page 104  
Reserving: Right to Construct Highway  
Area Affected: Parcels 25 & 28
104. Reservations and other matters and the terms and conditions thereof:  
Recorded: October 05, 1940  
Auditor's File No.: Book 28, Page 156  
Reserving: Right to Construct Highway  
Area Affected: Parcel 25
105. Easement and the terms and conditions thereof:  
Grantee: United State of America  
Purpose: Access  
Recorded: November 26, 1940  
Auditor's File Nos.: Book 28, Page 190 and Book 28, Page 326  
Area Affected: Part of Section 18, T3N, R10EWM
106. Easement and the terms and conditions thereof:  
Grantee: United State of America  
Purpose: Access  
Recorded: June 04, 1941  
Auditor's File Nos.: Book 28, Page 341  
Area Affected: Parcel 35

107. This exception has been deleted.
108. This exception has been deleted.
109. Reservations and other matters and the terms and conditions thereof:  
Recorded: October 16, 1945  
Auditor's File No.: Book 30, Page 514  
Reserving: Right to Construct Highway  
Area Affected: Parcel 25 and 41
110. Reservations and other matters and the terms and conditions thereof:  
Recorded: April 30, 1947  
Auditor's File No.: 36568  
Reserving: Rights to construct highways over the North half of the Southeast quarter of the Northeast quarter and the North half of the Northeastquarter, Section 5, T3N, R10EWM  
Affects Parcel 25
111. Easement and the terms and conditions thereof:  
Purpose: Transmission Lines  
Recorded: December 12, 1947  
Auditor's File No.: Book 31, Page 559  
Area Affected: Part of Section 17, T3N, R10EWM
112. Reservations and other matters and the terms and conditions thereof:  
Recorded: December 15, 1947  
Auditor's File No.: Book 31, Page 563  
Reserving: Rights to Construct Highway  
Area Affected: Parcel 26
113. Easement and the terms and conditions thereof:  
Purpose: Transmission Lines  
Auditor's File No.: Book 31, Page 608  
Area Affected: Parcel 30  
Recorded: February 21, 1948
114. Reservations and other matters and the terms and conditions thereof:  
Recorded: November 18, 1948  
Auditor's File No.: Book 32, Page 238  
Reserving: 6 1/4 of royalty in oil, gas and mineral rights, reserved by John Stolte  
Area Affected: Part of Government Lot 12, Section 24, T3N, R7 & 7 1/2EWM
115. Reservations and other matters and the terms and conditions thereof:  
Recorded: September 06, 1949  
Auditor's File No.: 39777  
Reserving: Minerals, oils and gas to John J. Stolte, an undivided 1/2 interest  
Area Affected: The Southeast quarter of the Northeast quarter of Section 19, T3N, R8EWM
116. Reservations and other matters and the terms and conditions thereof:  
Recorded: August 14, 1950  
Auditor's File No.: Book 33, Page 197  
Reserving: Right to Construct Highway

Area Affected: Part of Section 8, T3N, R10EWM

117. Reservations and other matters and the terms and conditions thereof: Recorded: April 09, 1951  
Auditor's File No.: Book 33, Page 415  
Reserving: Minerals, oils and gas to Frank Birkenfeld  
Area Affected: The Southeast quarter of the Northeast quarter of Section 19, T3N, R8EWM
118. Easement and the terms and conditions thereof:  
Grantee: United State of America  
Purpose: Transmission Lines  
Recorded: August 14, 1953  
Auditor's File Nos.: Book 37, Page 107  
Area Affected: Parcel 19
119. Easement and the terms and conditions thereof:  
Purpose: Access  
Recorded: August 18, 1953  
Auditor's File No.: Book 37, Page 120  
Area Affected: Parcel 20
120. Easement and the terms and conditions thereof: Purpose: Transmission Lines  
Auditor's File No.: Book 38, Page 119  
Area Affected: Parcel 15  
Recorded: May 13, 1954
121. Easement and the terms and conditions thereof:  
Purpose: Transmission Line  
Auditor's File No.: Book 38, Page 245 and Book 39, Page 1  
Area Affected: Parcel 22  
Recorded: June 7, 1954 and November 5, 1954
122. Easement and the terms and conditions thereof:  
Purpose: Transmission Lines  
Recorded: August 11, 1954  
Auditor's File No.: Book 38, Page 323  
Area Affected: Part of Section 8, T3N, R10EWM
123. Easement and the terms and conditions thereof:  
Purpose: Transmission Lines  
Auditor's File No.: Book 38, Page 381 and Book 64, Page 712  
Area Affected: Parcel 26  
Recorded: September 10, 1954 and October 12, 1972
124. Easement and the terms and conditions thereof:  
Grantee: United States of America  
Purpose: Transmission Lines  
Recorded: July 07, 1954  
Auditor's File No.: Book 39, Page 1 and Book 64, Page 712  
Area Affected: Said Premises
125. This exception has been deleted.
126. Easement and the terms and conditions thereof:

Purpose: Pipeline  
Auditor's File No.: Book 40, Page 382  
Area Affected: Parcel 24  
Recorded: January 4, 1955

127. Easement and the terms and conditions thereof:  
Grantee: Pacific Northwest Pipeline  
Purpose: Pipeline  
Auditor's File No.: Book 40, Page 386  
Area Affected: Part of Section 6, T3N, R10EWM  
Recorded: January 4, 1955

128. Easement and the terms and conditions thereof:  
Purpose: Pipeline  
Recorded: January 04, 1956  
Auditor's File No.: Book 40, Page 436  
Area Affected: Parcel 20

129. Easement and the terms and conditions thereof:  
Purpose: Pipeline  
Recorded: August 09, 1956  
Auditor's File No.: Book 42, Page 133  
Area Affected: Part of Section 16, T3N, R10EWM

130. Exception has been deleted.

131. Reservations and other matters and the terms and conditions thereof:  
Recorded: March 09, 1959  
Auditor's File No.: Book 46, Page 8  
Reserving: Mineral, etc in favor of R.D. Remington  
Area Affected: Parcel 26

132. Easement and the terms and conditions thereof:  
Purpose: Transmission Lines  
Auditor's File No.: Book 51, Page 329  
Area Affected: Parcel 20  
Recorded: May 31, 1963

133. Easement and the terms and conditions thereof:  
Purpose: Transmission Lines  
Auditor's File No.: Book 51, Page 368  
Area Affected: Parcel 35  
Recorded: June 14, 1963

134. Easement and the terms and conditions thereof:  
Purpose: Transmission Lines  
Auditor's File No.: 61519 and Book 55, Page 315  
Area Affected: Parcel 36  
Recorded: August 27, 1965

135. Easement and the terms and conditions thereof:  
Purpose: Roadway  
Recorded: October 04, 1971

Auditor's File No.: Book 63, Page 353  
Area Affected: Part of section 16, T3N, R10EWM

136. Easement and the terms and conditions thereof:

Purpose: Transmission Lines  
Auditor's File No.: Book 63, Page 871  
Area Affected: Parcel 15  
Recorded: May 10, 1972

137. This exception has been deleted.

138. This exception has been deleted.

139. This exception has been deleted.

140. This exception has been deleted.

141. Easement and the terms and conditions thereof:

Purpose: Road  
Auditor's File No.: Book 77, Page 976  
Area Affected: Parcel 22  
Recorded: February 21, 1980

142. This exception has been deleted.

143. Easement and the terms and conditions thereof:

Purpose: Right of Way  
Recorded: September 03, 1981  
Auditor's File No.: Book 80, Page 270  
Area Affected: The South half of the northeast quarter and the northeast quarter of the southeast quarter of section 19, T3N, R8EWM

Said document was assigned to Longview Fibre Company by instrument recorded in Book 83, Page 647.

144. Easement and the terms and conditions thereof:

Grantee: State of Washington acting through the Department of Natural Resources  
Purpose: Existing Roads  
Auditor's File No.: Book 84, Page 98  
Area Affected: Said premises

145. This exception has been deleted.

146. Easement and the terms and conditions thereof:

Purpose: Road  
Recorded: July 17, 1995  
Auditor's File No.: Book 151, Page 163  
Area Affected: Parcel 20

147. This exception has been deleted.

148. This exception has been deleted.

149. Matters disclosed by survey recorded May 09, 2012 under File No. 2012180632. Affects Parcel 15.

150. This exception has been deleted.
151. This exception has been deleted.
152. This exception has been deleted.
153. Covenants, conditions and restrictions contained in instrument;  
Auditor's File No.: Book 81, Page 907  
Affects Parcel 17
154. Easement agreement and the terms and conditions thereof:  
Purpose: Reciprocal  
Recorded: February 23, 2017  
Auditor's File No.: 2017000385  
Area Affected: Parcels 15 and 17
155. Easement and the terms and conditions thereof:  
Purpose: Ingress and Egress  
Recorded: January 19, 2021  
Auditor's File No.: 2021-000228  
Area Affected: Parcel 17
156. This exception has been deleted.
157. Easement and the terms and conditions thereof:  
Grantee: Public utility District No. 1 of Skamania County, including joint users  
Purpose: Electric Transmission and Distribution  
Area Affected: Said premises  
Recorded: December 17, 2014  
Auditor's File No.: 2014002221
158. Matters disclosed by survey recorded October 01, 2018 under File No. 2018001992.
159. Easement and the terms and conditions thereof:  
Grantee: United States of America for Bonneville Power Administration  
Purpose: Access Roads  
Recorded: June 24, 1960  
Auditor's File No.: Book 47, Page 290  
Area Affected: Said premises
160. Easement and the terms and conditions thereof:  
Purpose: Road Maintenance  
Recorded: January 13, 1981  
Auditor's File No.: Book 79, Page 247  
Area Affected: Parcel 22
161. Intentionally Deleted.
162. Intentionally Deleted.
163. Covenant running with the land imposed by instrument recorded under Auditor's File Nos. 130972.

164. Matters set forth by survey recorded 12/22/1989 Book/Page of 3 / 20 surveys:
165. Reservations and other matters and the terms and conditions thereof:  
Recorded: June 25, 1954  
Auditor's File No.: 47820, Book 34, Page 14  
Reserving: Ditches or Canals  
Area Affected: Section 4
166. Notice of water rights and the terms and conditions thereof, recorded under Auditor's File No. Book E, Pages 61, 112 and 117. Affects Section 4.
167. Easement and the terms and conditions thereof:  
Recorded: August 24, 1942  
Purpose: Road Fire Trail  
Auditor's File No.: 31962  
Area Affected: Sections 5, 6, 7, 8, and 18
168. Reservations and other matters and the terms and conditions thereof:  
Recorded: December 21, 1922  
Homestead Certificate No.: 5814  
Reserving: Ditches and Canals  
Area Affected: Section 5
169. This exception has been deleted.
170. Notice of water rights and the terms and conditions thereof, recorded under Auditor's File No. Book E, Pages 4, 66, 160, 161 and 254 and Book F, Page 23. Affects Section 5.
171. Easement and the terms and conditions thereof:  
Grantee: S.D.S., a partnership  
Purpose: Ingress and Egress  
Recorded: February 21, 1980  
Auditor's File No.: 90417, Book 77, Page 972 Area Affected: Section 6
172. Reservations and other matters and the terms and conditions thereof:  
Recorded: October 16, 1945  
Auditor's File No.: 34517  
Reserving: Construct highways on and through property free from all claims and damages or compensation  
Area Affected: Parcel 25
173. This exception has been deleted.
174. This exception has been deleted.
175. Notice of water right and the terms and conditions thereof, recorded under Auditor's File No. Book F, Page 384. Affects Section 7.
176. Reservations and other matters and the terms and conditions thereof:  
Recorded: December 01, 1922  
Homestead Certificate No.: 5943  
Reserving: Ditches and canals  
Area Affected: Section 8

177. Reservations and other matters and the terms and conditions thereof:  
Recorded: August 14, 1950  
Auditor's File No.: 41305  
Reserving: Construct highways on and through property free from all claims  
and damages or compensation  
Area Affected: Parcel 25
178. Easement and the terms and conditions thereof:  
Recorded: May 2, 1942  
Purpose: Ingress and Egress  
Auditor's File No.: 31587  
Area Affected: Section 9
179. Water rights and the terms and conditions thereof, recorded under Auditor's File No. Book M, Page  
418. Affects Section 9.
180. Reservations and other matters and the terms and conditions thereof:  
Recorded: December 15, 1939  
Auditor's File No.: 28212  
Reserving: Construct highways on and through property free from all claims  
and damages or compensation  
Area Affected: Parcel 26
181. Reservations and other matters and the terms and conditions thereof:  
Recorded: October 2, 1940  
Auditor's File Nos.: 39447, 39448, 23013 and 41440  
Reserving: Construct highways on and through property free from all claims  
and damages or compensation  
Area Affected: Parcel 25
182. Reservations and other matters and the terms and conditions thereof:  
Recorded: December 01, 1922  
Homestead Certificate No.: 6113  
Reserving: Ditches and Canals  
Area Affected: Section 17

Said document has been amended by instrument recorded January 11, 1916 under homesteadCertificate  
No. 2998.

183. Easement and the terms and conditions thereof:  
Grantee: United States of America  
Purpose: Access Road  
Recorded: November 26, 1940, November 14, 1941 and May 21, 1941  
Auditor's File Nos.: 29648, Book 28, Page 499 and 30352  
Area Affected: Section 18
184. Reservations and other matters and the terms and conditions thereof:  
Recorded: July 03, 1940  
Auditor's File No.: 29081  
Reserving: Construct highways on and through property free from all claims  
and damages or compensation  
Area Affected: Parcel 2

185. This exception has been deleted.
186. This exception has been deleted.
187. This exception has been deleted.
188. This exception has been deleted.
189. Skamania County Department of Planning and Community Development and the terms and conditions thereof, recorded in 2006 under Auditor's File Nos. 2006162475, 2006162476 and 2006162725.
190. Agreement and the terms and conditions thereof:  
Regarding: Survey  
Recorded: January 30, 2007  
Auditor's File No: 2007164381
191. Matters disclosed by survey recorded 10/10/2007 under File No. 2007167932.
192. Covenant running with the land imposed by instrument recorded 12/23/2013 under Auditor's File No. 2013002762.
193. Skamania County Community Development Department and the terms and conditions thereof, recorded 11/19/2012 under Auditor's File Nos. 2012182097 and recorded 09/30/2015 Under 2015002004.
194. Matters disclosed by survey recorded August 12, 2019 under File No. 2019-001429.
195. This exception has been deleted.
196. This exception has been deleted.
197. Easement and the terms and conditions thereof:  
Purpose: Access  
Recorded: May 21, 1998  
Auditor's File No.: Book 177, Page 358  
Area Affected: Parcel 27
198. Administrative decision and the terms and conditions thereof, recorded July 9, 2007 under Auditor's File No. 2007166790.  
  
Said document has been amended by instrument recorded under Auditor's File No. 2007166791.
199. Administrative decision and the terms and conditions thereof, recorded September 9, 2009 under Auditor's File No. 2009173834 and September 30, 2015 under Auditor's File Nos. 2015002004.
200. This exception has been deleted.
201. Easement and the terms and conditions thereof:  
Purpose: Water  
Recorded: March 01, 1947  
Auditor's File No.: Book G, Page 539  
Area Affected: Said premises

202. This exception has been deleted.
203. Matters set forth by survey recorded 1/1/1995 Book/Page 3/93 of surveys:
204. This exception has been deleted.
205. This exception has been deleted.
206. Intentionally Deleted.
207. Intentionally Deleted.
208. Intentionally Deleted.
209. This exception has been deleted.
210. Intentionally Deleted.
211. Intentionally Deleted.
212. Dedications, restrictive covenants, easements, building set back lines, slope rights, and reservations, as disclosed on the face of bluff's edge subdivision recorded October 12, 2011 under Auditor's File No. 2011179227.
213. Agreement and the terms and conditions thereof:  
Regarding: Road maintenance and storm water drainage  
Recorded: October 12, 2011  
Auditor's File No: 2011179228
214. Intentionally Deleted.
215. Agreement and the terms and conditions thereof:  
Regarding: Road maintenance  
Auditor's File Nos: 2009174614 and 2010174751  
Recorded: 12/29/2009 and 1/21/2010  
Said document has been amended by instrument recorded 8/30/2012 under Auditor's File No. 2012181407.
216. This exception has been deleted.
217. This exception has been deleted.
218. Matters disclosed by survey recorded 5/23/2016 under File No. 2016000978.
219. Easement and the terms and conditions thereof:  
Purpose: Transmission Line  
Recorded: June 24, 1963  
Auditor's File No.: Book 51, Page 368  
Area Affected: Said premises
220. Easement and the terms and conditions thereof:  
Purpose: Road  
Recorded: June 05, 2018  
Auditor's File No.: 2018001164

Area Affected: Said premises

Said document has been amended by instrument recorded under Auditor's File No. 2018001651.

221. Matters disclosed by survey recorded 5/8/2018 under file no. 2018000926, including any question or dispute about fence lines, or about ownership of the land lying between the fence and the record boundary, the location of which is shown thereon.

222. Easement and the terms and conditions thereof:  
Grantee: The United States of America  
Purpose: Transmission Line  
Recorded: May 01, 1963 and February 10, 1966  
Auditor's File Nos.: Book 51, Page 272 and Book 55, Page 315  
Area Affected: Said premises

223. This exception has been deleted.

224. This exception has been deleted.

225. This exception has been deleted.

226. This exception has been deleted.

227. Terms and conditions disclosed under quiet title action, cause no. 17 2 00176 30, recorded 5/16/2019 under Auditor's File No. 2019000762.

228. Notice of water rights and the terms and conditions thereof, recorded 8/27/1904 and 12/18/1915 under Auditor's File Nos. Book E, Page 33 and Book F, Page 342.

229. Easement and the terms and conditions thereof:  
Purpose: Road  
Recorded: August 17, 1923  
Auditor's File No.: Book 7, Page 313  
Area Affected: Said premises

230. Reservations and other matters and the terms and conditions thereof:  
Recorded: November 09, 1993  
Auditor's File No.: Book 139, Page 386

231. This exception has been deleted.

232. This exception has been deleted.

233. This exception has been deleted.

234. This exception has been deleted.

235. This exception has been deleted.

236. Notice of water rights and the terms and conditions thereof, recorded October 11, 1912, under Auditor's File No. Book F, Page 223.

237. This exception has been deleted.

238. Easement and the terms and conditions thereof:  
Purpose: Road and pipeline and springs  
Recorded: August 13, 2009  
Auditor's File No.: 2009173630  
Area Affected: Parcel 41
239. Matters disclosed by survey recorded 3/18/1997 under File No. Book 3, Page 250.
240. This exception has been deleted.
241. Easement and the terms and conditions thereof:  
Purpose: Right of Way  
Recorded: February 21, 1980  
Auditor's File No.: Book 77, Page 976  
Area Affected: Parcel 41
242. This exception has been deleted.
243. This exception has been deleted.
244. Matters disclosed by survey recorded 6/15/2009 under File No. 2009173118.
245. This exception has been deleted.
246. Easement and the terms and conditions thereof:  
Purpose: Ingress, egress and utilities  
Recorded: August 10, 2005  
Auditor's File No.: 2005158289  
Area Affected: Parcel 42
247. This exception has been deleted.
248. This exception has been deleted.
249. This exception has been deleted.
250. This exception has been deleted.
251. This exception has been deleted.
252. This exception has been deleted.
253. This exception has been deleted.
254. This exception has been deleted.
255. This exception has been deleted.
256. This exception has been deleted.
257. This exception has been deleted

258. This exception has been deleted
259. This exception has been deleted
260. This exception has been deleted.
261. Reservations and other matters and the terms and conditions thereof:  
Recorded: July 07, 2008  
Auditor's File No.: 2008170357  
Reserving: Right to harvest timber, cultivate, manage, build, maintain roads, etc
262. This exception has been deleted.
263. This exception has been deleted.
264. This exception has been deleted.
265. This exception has been deleted.
266. This exception has been deleted.
267. This exception has been deleted
268. This exception has been deleted.
269. This exception has been deleted.
270. This exception has been deleted.
271. Easement and the terms and conditions thereof:  
Purpose: Road and reservations  
Recorded: March 05, 1971  
Auditor's File No.: Book 62, Page 681  
Area Affected: Said premises
272. Easement and the terms and conditions thereof:  
Purpose: Rght of Way and Utilities  
Recorded: September 14, 1972  
Auditor's File No.: Book 64, Page 455  
Area Affected: Said premises
273. This exception has been deleted.
274. This exception has been deleted.
275. Easement and the terms and conditions thereof:  
Grantee: Public Utility District No. 1 of Skamania County, including jointusers  
Purpose: Electric Transmission and Distribution  
Area Affected: Said premises  
Recorded: November 17, 2015  
Auditor's File No.: 2015002364
276. Matters disclosed by survey recorded July 06, 2016 under File No. 2016001308.

277. Rights of the public to that portion lying within Aalvik Road.
278. Easement and the terms and conditions thereof:  
Purpose: Transmission Line  
Recorded: December 11, 1953  
Auditor's File No.: Book 37, Page 362  
Area Affected: Said premises
279. Intentionally Deleted.
280. This exception has been deleted.
281. Matters disclosed by survey recorded May 09, 2012 under File No. 2012180632.(Affects the Southwest Quarter of the Southwest Quarter of Section 24)
282. Easement and the terms and conditions thereof:  
Grantee: Ravenrose Homestead, LLC  
Purpose: Ingress and Egress  
Auditor's File Nos.: 2021-001718  
Area Affected: Parcel 23  
Recorded: May 17, 2021
283. Any question that may arise due to shifting or change in the course of the Rock Creek, Leborg Creek, Nelson Creek, Spring Creek, Steep Creek, Unnamed Creek and Wind River due to said creeks and riverhaving changed its course.
284. Intentionally Deleted.

147552

BOOK 236 PAGE 933

FILED  
ST...  
Steel Rives LLP

FEB 7 2 34 PM '03

*O. Lawry*

J. H. ... 1894

After recording, return to:

Steel Rives LLP  
900 SW Fifth Avenue  
Suite 2600  
Portland, Oregon 97204-1268  
Attention: Samuel J. Panarella

By *[Signature]*  
Recorded in  
Book 236  
Page 933  
Date  
FEB 7 2003

**SHORT FORM WIND ENERGY LEASE AGREEMENT**

Grantor: S.D.S. Co., L.L.C., a Washington limited liability company

Grantee: PacifiCorp Power Marketing, Inc., an Oregon corporation

Legal Description:

1. Abbreviated legal description (lot, block, plat name, section-township-range):

Lots 1, 2, and 6; S 1/2 NE 1/4; SE 1/4; and E 1/2 SW 1/4, T3N, R10E  
(and additional property)

2. Full legal description is on Exhibit A of the document (page 13)

Assessor's Property Tax Parcel Account Number(s):

• 03 10 00 0 0 0300 00 (ptn of) *[Signature]*

• 03 10 00 0 0 0400 00

Gary H. Martin, Skamania County Assessor  
Date 02/07/03 Parcel # 3-10-200 ptn of 400,800

• 03 10 00 0 0 0800 00

AFTER RECORDING, RETURN TO:

Stoel Rives, LLP  
900 SW Fifth Avenue  
Suite 2600  
Portland, OR 97204-1268  
Attention: Samuel J. Panarella

### SHORT FORM WIND ENERGY LEASE AGREEMENT

This Short Form Wind Energy Lease Agreement (this "Lease Short Form") is made, dated and effective as of January 29<sup>th</sup>, 2003 (the "Effective Date"), between S.D.S. CO., L.L.C., a Washington limited liability company ("Owner"), and PACIFICORP POWER MARKETING, INC., an Oregon corporation ("Tenant") or, together with Tenant's permitted successors and assigns, "Tenant", in light of the following facts and circumstances:

A. Owner and Tenant have entered into that certain Wind Energy Lease Agreement of even date herewith (the "Lease Agreement") pursuant to which Owner has leased to Tenant the real property (the "Property") of Owner located in the County of Skamania, State of Washington. The Property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Owner and Tenant have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant do hereby agree as follows:

1. Lease. Owner leases the Property to Tenant on the terms and conditions set forth in the Lease Agreement.

2. Purpose of Lease. The lease created by the Lease Agreement (the "Leasehold") is solely and exclusively for Wind Energy Purposes, and Tenant shall have the sole and exclusive right to use the Property for Wind Energy Purposes. For purposes of the Lease Agreement, "Wind Energy Purposes" means evaluating wind resources, converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("Development Activities"), including, without limitation:

(a) Determining the feasibility of wind energy conversion and other power generation on the Property, including studies of wind speed, wind direction and other meteorological data and extracting soil samples (together, "Wind Energy Feasibility Analysis");

(b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, overhead and underground electrical transmission and communications lines, electric transformers and substations, energy storage facilities, telecommunications equipment, back up power generation facilities to be operated in conjunction with such wind turbines, roads, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (collectively "Windpower Facilities") on the Property; and

(c) Undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including, without limitation:

(i) rights of ingress to and egress from Windpower Facilities (whether located on the Property, or on adjacent property owned or controlled by third parties) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Tenant may construct from time to time ("Access Rights");

(ii) the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following on the Property from time to time in connection with Windpower Facilities on the Property: (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Property (said towers, wires, cables, substations, facilities and rights of way are herein collectively called the "Transmission Facilities"); and (b) one or more substations or interconnection or switching facilities from which Tenant or others that generate energy from the Windpower Facilities may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights of way, on, along and in the Property (said substations, interconnection or switching facilities are herein collectively called the "Interconnection Facilities"), provided, however, that Tenant shall use underground wires, cables and vaults whenever reasonably practicable and economically feasible, for Transmission Facilities energized at 30,000 volts or less on the Property.

Tenant shall have the right to enter the Property for purposes of installing meteorological measuring equipment and conducting such other tests, studies, inspections, and analysis as

Tenant deems advisable or necessary. Owner shall cooperate with Tenant in such efforts and make available to Tenant for inspection, copies of all reports, agreements, surveys, plans and other records of Owner only as such information relates directly to the proposed Windpower Facilities. Tenant shall have the exclusive right to convert all of the wind resources of the Property. Upon termination, Tenant shall remove all meteorological measuring and testing equipment it has installed or caused to be installed on the Property. Owner expressly reserves the right to use the Property for purposes of agriculture, ranching and mineral development and other appropriate uses that do not and will not interfere with Tenant's operations under the Lease Agreement or this Lease Short Form or enjoyment of the rights granted under the Lease Agreement or this Lease Short Form.

3. Collection & Use of Data. Tenant shall have the right to enter the Property to install, operate, maintain, remove and replace meteorological measuring equipment and conduct such other tests, studies, inspections, and analysis as Tenant deems advisable or necessary. Owner shall cooperate with Tenant in such efforts and make available to Tenant for inspection, copies of all reports, agreements, surveys, plans and other records of Owner as such information relates directly to the Windpower Facilities. Any information that is indicated as proprietary or confidential by Owner shall be regarded as such by Tenant. Tenant shall have the exclusive right to evaluate and convert the wind resources of the Property as long as the Lease Agreement shall remain in effect. Upon Owner's reasonable request from time to time, Tenant will share with Owner summaries of information collected by Tenant regarding the potential and productivity of the Property for Wind Energy Purposes. Upon termination of the Lease Agreement any information regarding the potential and productivity of the Property for Wind Energy Purposes collected by Tenant will be made available to Owner for Owner's use.

4. Term. The Leasehold shall be for a term commencing on the Effective Date and continuing initially for three (3) years ("Initial Period"). During this Initial Period, Tenant shall have the right to study the feasibility of wind energy conversion on the Property and to exercise its other rights under the Lease Agreement. During this Initial Period, Tenant shall work in good faith to determine the feasibility of wind energy conversion on the Property and determine its interest in exercising its rights under the Lease Agreement. Tenant will notify Owner in writing promptly if Tenant determines during the Initial Period that it will not commence Wind Energy Feasibility Analysis during the Initial Term or that it does not intend to develop Windpower Facilities on the Property. Upon such written notice, the Lease Agreement shall terminate. If prior to the termination of the Initial Period Tenant has applied for governmental permits and approvals required for construction of Windpower Facilities, Tenant will so notify Owner in writing promptly. Upon such written notice, the Initial Period shall automatically be extended two additional years so as to terminate on the fifth anniversary of the Effective Date. The Initial Period (as initially constituted and as extended pursuant to the preceding sentence), shall be extended on a day by day basis to the extent that Tenant is unable to exercise its rights under the Lease Agreement because of Force Majeure (as defined in Section 14.1 of the Lease Agreement); *provided, however*, that the total of all extensions of the Initial Period for reasons of Force Majeure shall not exceed two (2) years. The Initial Period may not be extended for any reason other than as expressly set forth in this Section 4.

If, prior to the termination of the Initial Period, Tenant installs five or more wind turbines

on the Property with an aggregate capacity (based upon the manufacturer's "nameplate rating") of five megawatts or greater, then the Lease Agreement shall automatically be extended for a term of twenty (20) years (the "Extended Term"), said twenty year term to commence upon the Operations Date as defined in Section 5.4 of the Lease Agreement. Tenant shall provide written notice to Owner specifying the Operations Date and commencement of the Extended Term. As the principal payment to Owner for Tenant's use of the Property is derived through the commercial operation of Windpower Facilities, once Tenant has exercised its right to an Extended Term as defined above, Tenant agrees to work in good faith to develop the full commercial potential of the Property for such purposes provided that wind studies, economic feasibility and environmental studies indicate that such additional wind turbines are appropriate and necessary permits can be obtained. Tenant may, by written notice to Owner no later than six (6) months prior to the termination of the Extended Term, elect to extend the Lease Agreement for an additional ten-year period commencing upon the termination of the Extended Term (the "First Renewal Term"). Similarly, Tenant may, by notice to Owner no later than six (6) months prior to the termination of the First Renewal Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the termination of the First Renewal Term (the "Second Renewal Term"). With respect to each extension of the term of the Lease Agreement, Owner and Tenant shall execute in recordable form and Tenant shall then record a memorandum evidencing the extension, satisfactory in form and substance to Tenant.

5. Ownership of Windpower Facilities. Owner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Tenant may remove any or all Windpower Facilities at any time.

6. No Interference.

(a) Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of Windpower Facilities or Transmission Facilities, whether located on the Property; access over the Property to such Windpower Facilities or Transmission Facilities; any Development Activities; or the undertaking of any other activities permitted under the Lease Agreement. Tenant recognizes that Owner plants, grows, manages and harvests timber products on the Property and on adjacent lands. Tenant further recognizes that Owner will continue to plant, grow, manage and harvest timber on the Property and adjacent lands. Owner and Tenant recognize that tree growth may interfere with wind speed or wind direction over the Property, and commit to work in good faith to minimize the potential of such interference so that the purposes of the Lease Agreement may be accomplished. Owner shall not otherwise interfere with wind speed or wind direction over the Property, whether by placing wind turbines, constructing buildings or other structures, or by engaging in any other activity on the Property or elsewhere that might cause a decrease in the output or efficiency of the Windpower Facilities. However, Owner reserves the right to erect buildings and windmills intended for ordinary agricultural use on the Property, except that Owner must obtain Tenant's prior written approval as to the location of such buildings and windmills. Such approval shall be based on whether, in Tenant's judgment, such buildings or

windmills might, at the proposed location, interfere with wind speed or wind direction over the portion of the Property on which wind turbines are or may be located or cause a decrease in the output or efficiency of such wind turbines, or cause any interference with Tenant's operations on the Property.

(b) If at any time Owner becomes aware of any intended exploration, extraction, or other use of mineral or oil or gas resources on the Property, or any other exercise of mineral rights on the Property, Owner shall give written notice to Tenant of the potential use within 30 (thirty) days of the date it becomes so aware. Owner shall cooperate with and assist Tenant in every reasonable way, at no out-of-pocket expense to Owner, in any dealings, negotiations, or proceedings regarding mineral rights on the Property.

7. Access. Subject to the terms of the Lease Agreement elsewhere defined, Owner hereby grants to Tenant, for the term of the Lease, an easement for Access Rights over and across the Property ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Owner and Tenant and their respective transferees, successors and assigns, and all persons claiming under them until termination of the Lease Agreement. Upon termination of the Lease Agreement, any recorded easements, rights of way or accesses granted under terms of the Lease Agreement shall be fully released by Tenant, its transferees, successors or assigns, and legally recorded at no cost to Owner.

8. Assignment; Subleases; Cure.

8.1 Assignees and Tenants. Tenant and any Assignee (as hereinafter defined) shall have the right, without need for Owner's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Property: finance Windpower Facilities; grant subleases, easements, licenses or similar rights (however denominated) to one or more Assignees or Subtenants; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more Assignees or Subtenants, or any or all right or interest in the Leasehold or in the Lease Agreement or this Lease Short Form, or any or all right or interest of Tenant the Windpower Facilities that Tenant or any other party may now or hereafter install on the Property. Notwithstanding the foregoing, Tenant shall not voluntarily assign all or substantially all of its interest in the Lease Agreement without first obtaining the consent of Owner, which will not be unreasonably withheld or delayed, provided, that the proposed assignee demonstrates that such assignee either (i) is financially rated (as of the date of the assignment) as "investment grade" by a nationally recognized rating agency such as Moody's Investor Services or Standard and Poor, or (ii) demonstrates to Owner's reasonable satisfaction that it has the ability to perform and fulfill the terms and financial obligations of Tenant under the Lease Agreement. Notwithstanding the foregoing, any interest of any assignee may not be inconsistent with all other terms of the Lease Agreement. An "Assignee" is any of the following: (i) any one or more parties involved in financing or refinancing of any Windpower Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Windpower Facilities; (ii) any purchaser of Windpower Facilities; (iii) a corporation now existing or hereafter organized in which Tenant, or

any affiliate, owns (directly or indirectly) at least fifty-one percent (51%) of all outstanding shares of voting stock; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation; or (v) a corporation, limited liability company, partnership or other entity that acquires all or substantially all of Tenant's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means. A Subtenant is any person who succeeds to the leasehold interest of Tenant as an Assignee or to whom a sublease is conveyed by Tenant or an Assignee. Tenant or an Assignee that has assigned an interest under this Section, or that has conveyed a sublease, will give notice of such assignment or sublease (including the address of the assignee or sublessee thereof for notice purposes) to Owner, provided that failure to give such notice shall not constitute a default under the Lease Agreement or this Lease Short Form but rather shall only have the effect of not binding Owner with respect to such assignment or sublease until such notice shall have been given and consent granted.

8.2. Assignee/Tenant Obligations. No Assignee or Subtenant which does not directly hold an interest in the Leasehold or the Lease Agreement or this Lease Short Form, and no Assignee or Subtenant which holds an interest in or lien on or security interest in the Leasehold or the Lease Agreement or this Lease Short Form for security purposes, shall have any obligation or liability under the Lease Agreement or this Lease Short Form prior to the time that such Assignee or Subtenant directly holds an interest in the Leasehold or the Lease Agreement or this Lease Short Form or, in the case of an interest, lien or security interest for security purposes, the holder thereof succeeds to absolute title to such interest, the Leasehold or the Lease Agreement or this Lease Short Form. Any such Assignee or Subtenant shall be liable to perform obligations under the Lease Agreement or this Lease Short Form only for and during the period such Assignee or Subtenant directly holds such interest or absolute title. Any assignment or sublease permitted under the Lease Agreement or this Lease Short Form shall release the assignor or Subtenant from obligations accruing after the date that liability is assumed by the Assignee or Subtenant, so long as such Assignee or Subtenant is at least as creditworthy as Tenant at the time of assignment or sublease.

8.3. Right to Cure Defaults/Notice of Defaults/Right to New Lease. To prevent termination of the Lease Agreement or any partial interest therein, Tenant, and any Assignee or Subtenant, shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due under the Lease Agreement, and to do any other act or thing required of any Assignee, Tenant or Subtenant under the Lease Agreement or this Lease Short Form or necessary to cure any default and to prevent the termination of the Lease Agreement. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, an Assignee or a Subtenant, Owner shall give written notice of the default to each Assignee, Subtenant and Tenant, specifying in detail the alleged event of default and the required remedy. Each such Assignee and each such Subtenant shall have the same amount of time to cure said default as is given to Tenant pursuant to the Lease Agreement, which cure period for each Assignee and each Subtenant shall commence to run with the end of the cure period given to Tenant in the Lease Agreement. If Tenant or an Assignee or Subtenant holds an interest in less than all of the Lease Agreement or the Windpower Facilities, any default under the Lease Agreement or this Lease Short Form shall be deemed remedied, as Tenant's or such

Assignee's or Subtenant's partial interest, and Owner shall not disturb such partial interest, if Tenant or the Assignee or Subtenant, as the case may be, shall have cured its pro rata portion of the default by paying the fees attributable to the Windpower Facilities in which Tenant or the Assignee or Subtenant, as the case may be, holds an interest. In the event of an uncured default by Tenant, or by an Assignee of Tenant's entire interest in the Lease Agreement, or in the event of a termination of the Lease Agreement by agreement, by operation of law or otherwise, each Assignee of a partial interest in the Lease Agreement, and each Subtenant who is a sublessee of Tenant or of an Assignee of Tenant, shall have the right to demand, and the Owner shall grant and enter into, a new lease, substantially identical to the Lease Agreement, by which such Assignee of a partial interest in the Lease Agreement, or such Subtenant by a sublease, shall be entitled to, and Owner shall not disturb, the continued use and enjoyment by such Subtenant or Assignee of the Property, or portion of the Property, for the full term of the Lease Agreement, as set forth in Section 4 of the Lease Agreement, or such shorter term as said Assignee or Subtenant may otherwise be entitled pursuant to its assignment or sublease. Further, in the event of an uncured default by Subtenant or by an Assignee of Tenant's entire interest in the Lease Agreement, or in the event of a termination of the Lease Agreement by agreement, by operation of law or otherwise, Owner hereby agrees that, if and for so long as (i) a Subtenant who is a sublessee of Tenant or of an Assignee is not in default under the sublease (beyond any period given Subtenant, an Assignee or a Tenant under the Lease to cure such default), (ii) such Subtenant attorns to the Owner, and (iii) the terms and conditions of the Subtenant's sublease do not contravene the terms and conditions of the Lease Agreement, Owner shall (a) recognize such sublease, (b) not diminish nor interfere with such Subtenant's possession of the portion of the Property covered by the sublease or with any term extension or renewal rights in the sublease, and (c) not disturb such Subtenant's occupancy of such portion of the Property for the full term of the Lease Agreement or such shorter term as such Subtenant may be entitled under the sublease. A Subtenant which is, or in the future becomes, a sublessee of Tenant, or a sublessee of an Assignee, is an intended third party beneficiary of the provisions of Section 10.3 of the Lease Agreement and entitled to enforce this provision of the Lease Agreement.

**8.4 Acquisition of Interest.** The acquisition of all or any portion of Tenant's or an Assignee's interest in the Windpower Facilities or the Leasehold by another Assignee or Tenant or any other person through foreclosure or other judicial or nonjudicial proceedings in the nature thereof or any conveyance in lieu thereof, shall not require the consent of Owner or constitute a breach of any provision or a default under the Lease Agreement or this Lease Short Form, and upon such acquisition or conveyance Owner shall recognize the Assignee or Tenant, or such other party, as Tenant's or such other Assignee's or Tenant's proper successor.

**8.5 New Lease.** If the Leasehold is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or the Lease Agreement is terminated as a result of any incurable default, and within sixty (60) days after such rejection or termination Tenant or any Assignee or Subtenant shall have arranged to the reasonable satisfaction of Owner for the payment of all fees or other charges due and payable by Tenant as of the date of such rejection or termination, then Owner shall execute and deliver to Tenant or such Assignee or Subtenant a new lease to the Property which (i) shall be for a term equal to the remainder of the

term of the Leasehold before giving effect to such rejection or termination, (ii) shall contain the same covenants, agreements, terms, provisions and limitations as the Lease Agreement (except for any requirements that have been fulfilled by Tenant prior to rejection or termination of the Lease Agreement) and (iii) shall include that portion of the Windpower Facilities in which Tenant or such Assignee or Subtenant had an interest on the date of rejection or termination.

8.6 Extended Cure Period. If any default by a Tenant or Assignee under the Lease Agreement other than a default related to the payment of money when due, cannot be cured without obtaining possession of the Windpower Facilities and/or all or part of another Tenant's interest in the Lease Agreement, then any such default shall be deemed remedied if (a) within sixty (60) days after receiving notice from Owner as set forth in Section 14.5 of the Lease Agreement, either Tenant shall have acquired possession of the Windpower Facilities and/or all or part of such interest in the Lease Agreement, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same; and (b) Tenant shall be in the process of diligently prosecuting any such proceedings to completion; and (c) while seeking possession of the Windpower Facilities and/or all or part of such interest in the Lease Agreement, Tenant performs all other obligations as and when the same are due in accordance with the terms of the Lease Agreement. If Tenant is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant from commencing or prosecuting the proceedings described above, the sixty-day period specified above for commencing such proceeding shall be extended for the period of such prohibition.

8.7 Certificates, etc. Owner shall execute such estoppel certificates (certifying as to such matters as Tenant may reasonably request, including without limitation that no default then exists under the Lease Agreement, if such be the case) and/or consents to assignment and/or non-disturbance agreements as Tenant or any Assignee may reasonably request from time to time. Owner and Tenant shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Tenant or Owner for the purpose of implementing the provisions contained in the Lease Agreement or of preserving an Assignee's security interest.

9. Transmission Facilities.

9.1 Grant of Transmission Easement. Subject to the terms defined in Section 2 of the Lease Agreement and elsewhere in the Lease Agreement, Owner hereby grants to Tenant a non-exclusive, assignable (subject to the same conditions applicable to other assignments under the Lease Agreement) easement for Transmission Facilities in connection with Windpower Facilities located on the Property ("Transmission Easement") on, under, over and across the Property.

9.2 Access. The Transmission Easement shall also include the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere, subject to the terms defined in Section 2 of the Lease Agreement and elsewhere in the Lease

Agreement) over and along the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Tenant, may construct from time to time.

9.3 Assignment in Connection with Transmission Lines. In connection with the exercise of the rights of Tenant under the Lease Agreement, Tenant, in its sole discretion without further act of Owner, shall have the right to grant to any utility the right to construct, operate and maintain electric transmission, interconnection and switching facilities on the Property in connection with the Windpower Facilities pursuant to any standard form of lease, easement or other agreement used or proposed by the utility.

9.4 Term; Assignment. The term of the Transmission Easement shall be the same as the Term of the Lease Agreement unless sooner terminated by the grantee of the Transmission Easement by written notice to Owner. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Tenant and their respective transferees, successors and assigns, and all persons claiming under them until termination of the Lease Agreement. Upon termination of the Lease Agreement, any recorded easements, rights of way or accesses granted under the terms of the Lease Agreement shall be fully released by Tenant, its transferees, successors and assigns, and legally recorded at no cost to Owner.

10. Leasehold Mortgagee. Owner has agreed, in the Lease Agreement, to provide any mortgagee of a Leasehold mortgage notice of any default by Tenant, an Assignee, or Subtenant under the Lease Agreement and a right to cure such default following receipt of such notice. The Lease Agreement also provides that if the Leasehold terminates because of Tenant's, an Assignee's or a Subtenant's default or if the Leasehold is foreclosed, the Owner shall upon written request from a Leasehold mortgagee enter into a new lease of the Property on the terms and conditions set forth in the Lease Agreement. The Lease Agreement provides that the written consent of a Leasehold Mortgagee will be required prior to any amendment or termination of the Leasehold or the surrender of any part of the Property.

11. Termination. Tenant shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Owner from Tenant having an interest in the Property. If such termination is as to only part of the Property, the Lease Agreement and this Lease Short Form shall remain in effect as to the remainder of the Property.

12. Successors and Assigns. The Lease Agreement shall bind and run with the Property. The Lease Agreement shall inure to the benefit of and be binding upon Owner and Tenant and, to the extent provided in any assignment or other transfer under Section 10 of the Lease Agreement, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Tenant in the Lease Agreement and this Lease Short Form shall be deemed to include Assignees which hold a direct ownership interest in the Leasehold or the Lease Agreement and actually are exercising rights under the Leasehold or this Lease Agreement to the extent consistent with such interest.

13. Conflict. In the event of any conflict between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement shall control.

IN WITNESS WHEREOF, Owner and Tenant have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

"TENANT"

PacifiCorp Power Marketing, Inc.,  
an Oregon corporation

By: Peter C. van Alderwerelt  
Peter C. van Alderwerelt  
Its: Vice President

"OWNER"

S.D.S. CO., L.L.C.,  
a Washington Limited Liability Company

By: Jason S. Spadaro  
Jason S. Spadaro  
Its: President

Unofficial  
Copy

BOOK 236 PAGE 944

STATE OF Washington

ss.

County of Klickitat

On this 13<sup>th</sup> day of January, 2003, before me personally appeared Jason S. Spadaro, to me personally known to be the President of S.D.S. CO., L.L.C., a Washington limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Signature: Phyllis J. Blumenstein

Name (Print): Phyllis J. Blumenstein

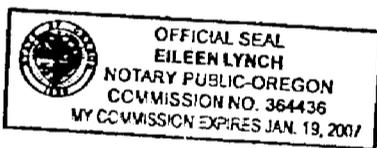
NOTARY PUBLIC in and for the State of Washington, residing at White Salmon  
My appointment expires: 9-28-06

STATE OF OREGON )

)ss.

County of MULTNOMAH )

This instrument was acknowledged before me this 29<sup>th</sup> day of January, 2003, by Peter C. van Alderwerelt, Vice President of PacifiCorp Power Marketing, Inc, an Oregon corporation, on its behalf.



Eileen Lynch  
Notary Public for Oregon  
My commission expires: January 19, 2007  
Commission No.: 364436

**EXHIBIT "A"**

**Description of Property**

Real property situated in the County of Skamania, State of Washington, hereby described as follows:

**SKAMANIA COUNTY, WASHINGTON**

**PARCEL I:** Government Lots 1, 2 and 6, the South Half of the Northeast Quarter, the Southeast Quarter and the East Half of the Southwest Quarter all in Section 6, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

**PARCEL II:** The Northeast Quarter of the Northwest Quarter and the East Half all in Section 7, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

**PARCEL III:** The Northwest Quarter of Section 6, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

**PARCEL IV:** Government Lots, 1, 2 & 4, the Southeast Quarter of the Northwest Quarter and the East Half of the Southwest Quarter all in Section 7, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

**PARCEL V:** All of Section 5, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

**PARCEL VI:** All of Section 8, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

BEFORE THE STATE OF WASHINGTON  
ENERGY FACILITY SITE EVALUATION COUNCIL

In the Matter of the Application No. 2009-01:  
WHISTLING RIDGE ENERGY LLC  
WHISTLING RIDGE ENERGY PROJECT

APPLICANT’S PETITION FOR  
RECONSIDERATION OF COUNCIL  
ORDER NO. 868 AND COUNCIL  
ORDER NO. 869

COMES NOW the Applicant, Whistling Ridge Energy LLC (“Whistling Ridge”), by and through its attorneys of record Stoel Rives LLP and Darrel L. Peebles and respectfully submits this petition for reconsideration of Council Order No. 868 and Council Order No. 869.<sup>1</sup>

Whistling Ridge strongly disagrees with the Council’s recommended denial of the A1-A7 and the entire C1-C8 turbine corridors, but nonetheless expresses its appreciation for the Council’s review of the Application for Site Certification (“ASC”), the voluminous testimony in the adjudicative proceeding, and the Council’s own Final Environmental Impact Statement (“FEIS”) for the Whistling Ridge Energy Project (“Project”).

Order No. 868 states that the Council’s recommended denial of the A1-A7 and the entire C1-C8 turbine corridors “preserves the Applicant’s ability to achieve the generation capacity it requests.” Order No. 868 at 33. In other words, the Council appears to have erroneously

---

<sup>1</sup> The draft Site Certification Agreement and FEIS are appended to Order No. 869. Footnote 23 in Order No. 869 directs that Whistling Ridge “file legal descriptions of the affected land for inclusion in the Site Certificate Agreement as territory prohibited from use for turbine towers or other Project structures.” That footnote specified that the filing occur “no later than the time for filing petitions for reconsideration.” The legal authority for this condition is unknown to Whistling Ridge, and Whistling Ridge does not have the time to complete this work within the timeframe for filing a petition for reconsideration. Moreover, connecting such a filing to reconsideration can be perceived as an attempt to undercut Whistling Ridge’s legal rights to reconsideration of this issue. The elimination of these turbines is in dispute, and the Applicant is not prepared to warrant that these locations should be “prohibited from use” as described in that footnote. Whistling Ridge requests that this condition be modified to require submission of turbine corridor legal descriptions prior to execution of the Site Certification Agreement.

1 concluded that thirty-five turbines sited in the remaining turbine corridors would still be  
2 economically viable because a 75-MW nameplate generating capacity could be reached using  
3 turbines with a nameplate generating capacity of more than 2 MW. In fact, extensive testimony  
4 in the record evidences that the recommended Project likely is *not* economically viable.

5 The A1-A7 turbine corridor has a robust wind resource, and eliminating it and the C1-C8  
6 turbine corridor “kills the project.” See Tr. at 74:21-24, 149:2-10 (Spadaro). Moreover, “turbine  
7 spacing within a row is largely a function of rotor diameter and avoidance of wake effect  
8 between turbines.” Tr. at 99:22-24 (Spadaro); see also Tr. at 100:17-101:5 (Spadaro), FEIS at 1-  
9 10, 2-5, 3-178. The E1-E2 and F1-F3 turbine corridors likely are not viable if turbines larger  
10 than 2 MW are used. Tr. at 74:7-12, 127:6-12 (Spadaro). Thus, the Council has effectively only  
11 recommended approval of a thirty—rather than a thirty-five—turbine project. Although thirty  
12 2.5-MW turbines could theoretically still reach the necessary 75-MW nameplate generating  
13 capacity, in reality thirty 2.5-MW turbines cannot be sited in the remaining turbine corridors  
14 (*i.e.*, the A8-A13, B1-B21, and D1-D3 turbine corridors). The thirty-turbine “capacity” of those  
15 corridors was calculated using 1.5-MW turbines, which was a common size when the ASC was  
16 submitted back in 2009 and has a 77-meter rotor diameter. Tr. at 73:15-17, 101:11-13 (Spadaro).  
17 However, 2-MW turbines have rotor diameters greater than 77 meters. Tr. at 101:24-25  
18 (Spadaro). Thus, although thirty 1.5-MW turbines could be sited in the A8-A13, B1-B21, and  
19 D1-D3 turbine corridors that the Council has recommended for approval, the testimony  
20 evidences that thirty 2.5-MW turbines cannot physically be sited in those remaining turbine  
21 corridors. As the Council’s own FEIS recognized:

22 “The Applicant also considered the feasibility of a smaller  
23 generation facility in the proposed Project Area, either by  
24 removing turbines or utilizing a smaller Project Area. However,  
25 the Project is proposed as an ‘integrated whole,’ as a single power  
26 plant, not pieces of a whole, where some turbines may be  
eliminated. \* \* \* The number of wind turbines in the Project Area  
has already been minimized to the extent practicable in light of the  
Applicant’s objectives. Accordingly, if any turbines are removed  
from the Project design, other locations must be found to replace

1 those turbines to maintain the minimum necessary capacity. The  
2 constrained site location and topography limits the ability to  
relocate turbines within the Project Area.

3 “In sum, the Project size was selected to optimize Project energy  
4 output and economic feasibility. A smaller wind turbine facility  
5 would be unlikely to offset Project development costs. A larger  
project would require additional infrastructure capacity and  
transmission capacity.”

6 FEIS at 2-21; *see also* ASC at 4.2-66 n2. Whistling Ridge fully supports further addressing  
7 aesthetic concerns during micrositing, consistent with the approach the Council utilized with the  
8 Kittitas Valley and Desert Claim projects.<sup>2</sup> *See* Tr. at 147:9-149:1 (Spadaro). That said, an  
9 economically unviable project results in no project, which undercuts “the state’s policy and legal

---

10 <sup>2</sup> Attempting to support its recommended elimination of the A1-A7 and the entire C1-C8 turbine corridors,  
11 the Council claims that it “directed modification of proposed turbine siting in response to viewscape concerns” in  
12 the Kittitas Valley and Desert Claim projects. Order No. 868 at 18. As the Council well knows, this is a  
13 mischaracterization of the Council’s recommendations in those proceedings. For the Kittitas Valley project, the  
14 Council found that (i) “a blanket prohibition on the siting of all turbines within one-half mile of existing non-  
15 participating residences is unwarranted,” (ii) wind turbines cease being visually dominant when viewed from a  
distance of at least four times tip height, and (iii) setting wind turbines back a distance of at least four times tip  
height from residences “sufficiently balances the impacts on those homeowners with the public’s interest in  
developing new sources of wind power.” Order No. 826 at 30-31. Consequently, the Council imposed a condition  
embodying this setback. *Id.* at 31-32. No turbines, much less turbine corridors, were eliminated from the Kittitas  
Valley project. On remand, the Council concluded that non-participating residential landowners would only be  
satisfied

16 “through the cancellation of the Kittitas Valley Wind Power Project and the  
17 prohibition of wind turbine generators from their region of the county. Such an  
18 outcome is not supported by the record in this case, by Kittitas County’s own  
land use and zoning codes, or even by the Kittitas County Board of County  
Commissioners’ actions when they issued resolution No. 2006-90 in June 2006.”

19 Order No. 831 at 3. Based on its experience with the Wild Horse project, the Council “determined that mic[r]-  
20 siting is the only feasible methodology for achieving additional setbacks beyond the four times height requirement”  
and imposed a condition that micro-siting “give highest priority” to increasing turbine setbacks from residences  
within 2,500 feet of a turbine location “so as to further mitigate and minimize any visual impacts.” *Id.* Again, no  
21 turbines, much less turbine corridors, were eliminated from the Kittitas Valley project. *See also* Order No. 843 at  
16-19 (imposing the same condition on the Desert Claim project); Whistling Ridge’s Opening Adj. Brief at 45 n.36.

22 The Council attempts to justify treating this Project differently from the Kittitas Valley and Desert Claim  
23 projects by stating that “a single standard based on common principles is impossible to identify.” Order No. 868 at  
18 n.29. In other words, the Council is going to “make it up as it goes.” That is the definition of an arbitrary and  
24 capricious decision. *See Swoboda v. Town of La Conner*, 97 Wn. App. 613, 619, 987 P.2d 103 (1999). If nothing  
else, the Council’s conclusion in this proceeding suggests that balancing aesthetic concerns and Washington’s  
25 mandated policy of developing wind energy depends upon who is likely to see the wind turbines: Washington  
homeowners living within 2,500 feet of a proposed project or Oregon residents and commercial truck drivers  
26 cruising down an interstate highway at 65 miles an hour with only intermittent views of wind turbines sited miles  
away. *See* Ex. 8.05r.

**APPLICANT’S PETITION FOR RECONSIDERATION OF COUNCIL ORDER NOS. 868 & 869 - 3**

1 requirements to support renewable resources” and is inconsistent with the statutory directive  
2 “[t]o provide abundant energy at reasonable cost.” Order No. 868 at 15; RCW 80.50.010(3).

3 Whistling Ridge also writes to highlight an issue of highly significant statewide concern  
4 that has clearly emerged from Order Nos. 868 and 869. The Council’s sole reason for  
5 recommending denial of the A1-A7 and the entire C1-C8 turbine corridors was its conclusion  
6 that RCW 80.50.010(2)’s balancing directive would not be met because turbines in these  
7 corridors would be “prominently visible” and “impermissibly intrusive” in the Council members’  
8 self-acknowledged “subjective” determination.<sup>3</sup> Order No. 868 at 16, 22. The Council made this  
9 determination independent of the FEIS’s objective conclusion “that the visual effects of the  
10 Project were moderate and could be mitigated” without eliminating turbine corridors.<sup>4</sup> See Order  
11 No. 868 at 6 (“This order, therefore, does not consider the FEIS[.]”); Order No. 869 at 13  
12 (describing the FEIS’s conclusion). In other words, but for RCW 80.50.010(2), there would  
13 have been no basis for the Council to recommend denial of the A1-A7 and the entire C1-C8  
14 turbine corridors.<sup>5</sup>

---

15 <sup>3</sup> The Council’s “viewing site analysis” suggests that “subjective” visual impacts from the C1-C8 turbine  
16 corridor, in the Council’s opinion, are likely significantly less than those of the A1-A7 turbine corridor. See Order  
17 No. 868 at 23. Eliminating only the A1-A7 turbine corridor would effectively eliminate turbine visibility from eight  
18 viewpoints (after accounting for the likely elimination of the F1-F3 turbine corridor due to larger rotor diameters),  
19 but eliminating only the C1-C8 turbine corridor would not eliminate turbine visibility from any viewpoint.  
20 Eliminating both the A1-A7 and the entire C1-C8 turbine corridors would eliminate turbine visibility from two  
21 viewpoints, but these two viewpoints are over five miles from the Project site, and the anticipated level of objective  
22 visual impact at these two viewpoints if both the A1-A7 and the entire C1-C8 turbine corridors were permitted  
23 would be low. ASC Table 4.2-5. Consequently, eliminating the A1-A7 turbine corridor but not the C1-C8 turbine  
24 corridor would not have a sizable change on the already low objective visual impacts at these two viewpoints.  
25 Furthermore, the Counsel for the Environment (“CFE”) did not argue that the C1-C8 turbine corridor be eliminated.  
26 See CFE Closing Brief at 17:6-18:6. Following the CFE’s recommendation more closely could allow the Council to  
achieve its statutory directive “[t]o provide abundant energy at reasonable cost.” RCW 80.50.010(3).

<sup>4</sup> Opponents have argued that the FEIS must be used in the adjudicative proceeding (*e.g.*, “the integrity of  
the SEPA/NEPA and decisionmaking processes is accomplished by the integration of agency reviews, not by  
segregation of them”). Opponents’ Objections to Prehearing Order No. 4 at 2:20-5:5. Ironically, if this argument  
had been correct, the Council would never have reached its recommendation to deny significant parts of the Project  
because the FEIS concluded that the Project would have no more than moderate visual impacts that could be further  
mitigated without eliminating turbine corridors.

<sup>5</sup> Outside of the Council’s interpretation of RCW 80.50.010(2) concerning aesthetics, there are no  
remaining grounds upon which the Council can recommend denial of the A1-A7 and the entire C1-C8 turbine  
corridors. The Council has already determined that the Project is consistent with the Conservancy designation in

(continued . . .)

1 Whistling Ridge recognizes that deference is owed to the Council’s construction of  
2 RCW 80.50.010(2). *See Residents Opposed to Kittitas Turbines v. EFSEC*, 165 Wn.2d 275, 310,  
3 197 P.3d 1153 (2008). In addition, environmental and ecological concerns are within the  
4 Council’s purview under RCW ch. 80.50, and the Council can utilize evidence outside the FEIS  
5 in its recommendation. *Id.* at 313, 321.

6 However, the Council’s interpretation of RCW 80.50.010’s so-called balancing  
7 directive—the enactment of which dates back to 1970 when the Council was tasked with siting  
8 nuclear power plants and before SEPA was even enacted—now directly impedes the  
9 implementation of the state’s renewable energy policy. *See* S.B. 49, 1970 1st ex. sess. ch. 45 § 1.  
10 In fact, the Chairman, who stated that he “represents the Governor’s office” (Tr. at 524:5-6),

11 \_\_\_\_\_  
(. . . continued)

12 Skamania County’s comprehensive plan. Order No. 868 at 13, 36. The Council has already determined that the  
13 Project is consistent with Skamania County’s “Unmapped” zoning classification, within which the C1-C8 turbine  
14 corridor is proposed. *Id.* at 12, 36. As for the A1-A7 turbine corridor, the Council has already found that it is in  
15 Skamania County’s

16 “FOR/AG20 zone, in which semi-public uses are permitted; uses such as a  
17 privately-owned logging railroad have been found to be semi-public and uses  
18 including aircraft landing facilities and surface miners are permitted of right or  
19 conditionally.”

20 *Id.* at 35. Skamania County’s certificate of land use consistency is *prima facie* evidence that the A1-A7 turbine  
21 corridor is consistent with the FOR/AG20 zone. *See id.* at 36; Ex. 2.03; Skamania County & Klickitat County  
22 Public Economic Development Authority’s Land Use Brief at 3:3-16.

23 Turning to cultural resources, there is no evidence in the either the adjudicative record or the SEPA record  
24 that either the A1-A7 or the C1-C8 turbine corridors will impact archaeological or historical sites or culturally  
25 sensitive areas. The Yakama Nation Cultural Resources Program was a party in the adjudicative proceeding, yet  
26 presented *no* evidence regarding the existence of a Traditional Cultural Property (“TCP”) within the Project site.  
FEIS at 3-211; Tr. at 84:18-86:1 (Spadaro). The FEIS references a TCP identified by Yakama Nation cultural  
resources specialists during a December 2009 field investigation. FEIS at 3-210. However, the SEPA record also  
evidences that the results of this field investigation were officially withdrawn by the Yakama Nation Cultural  
Committee and were “not [to be] considered in any manner related to [the Council’s] review of the Whistling Ridge  
Energy Project.” Feb. 4, 2010 Memo from Lavina Washines, Chairwoman of the Tribal Council Cultural  
Committee, to Jim Laspina, Washington EFSEC, and Andrew Montano, Bonneville Power Administration.  
Therefore, the FEIS’s reference to a TCP is highly suspect. However, even if one assumes that a TCP is present  
within the Project site, the FEIS concludes that with Whistling Ridge’s stipulation to site no more than five wind  
turbines within the A1-A7 turbine corridor, along with other identified mitigation measures, “the proposed Project is  
not expected to produce any unavoidable impacts to historic or cultural resources.” FEIS at 3-218. The Council  
does not have any performance standards related to cultural resources. *See* WAC ch. 463-62. RCW 80.50.010’s  
balancing directive does not reference cultural resources. There are simply no grounds for the Council to  
recommend denial of the A1-A7 turbine corridor based on cultural resource concerns.

**APPLICANT’S PETITION FOR RECONSIDERATION OF COUNCIL ORDER NOS. 868 & 869 - 5**

1 questions whether wind energy projects can meet RCW 80.50.010(2)'s directive that energy  
2 facilities "enhance the public's opportunity to enjoy the esthetic and recreation benefits of air,  
3 water and land resources." Order No. 868 at 46 (concurring opinion of Chairman Luce). Taking  
4 this interpretation to its logical end—which opponents of the next energy project that comes  
5 before the Council will undoubtedly seek to do, assuming of course that another energy project  
6 does come before the Council—no energy projects of any type will be able to satisfy a balancing  
7 directive focused on "enhanc[ing]" aesthetics. *See New Oxford American Dictionary* 561 (2005)  
8 (defining "enhance" as to "increase, or further improve the quality, value, or extent of"). This is  
9 especially true if RCW 80.50.010(2) requires that the Council undertake "subjective efforts" to  
10 assess aesthetic impacts, which stands in stark contrast to the objective evaluation required by  
11 SEPA, and in fact undertaken by the Council, through the SEPA process, for this Project. In  
12 fact, the only logical way to implement RCW ch. 80.50.010's valid policy of ensuring that "the  
13 location and operation of such [energy] facilities will produce minimal adverse effects on the  
14 environment, ecology of the land and its wildlife, and the ecology of state waters and their  
15 aquatic life" is through the SEPA process. As a matter of statutory construction,  
16 RCW 80.50.010's antiquated, subjective balancing directive cannot trump later enacted  
17 legislation—specifically SEPA, RCW ch. 43.21C. The Council's recommendation in effect  
18 renders SEPA irrelevant for energy facilities under the Council's jurisdiction, and its balancing  
19 exercise in this case is at odds with several decades of SEPA precedent.

20 Furthermore, the Council's balancing exercise conflicts with the express statutory  
21 directive that the Governor and all state agencies perform their functions and responsibilities in  
22 accordance with the Scenic Act. RCW 73.97.025(1). The Scenic Act expressly states that

23 "[t]he fact that activities or uses inconsistent with the management  
24 directives for the scenic area or special management areas *can be*  
25 *seen or heard from these areas shall not, of itself, preclude such*  
26 *activities or uses up to the boundaries of the scenic area or special*  
*management areas.*"

16 U.S.C. § 544o(a)(10) (emphasis added). Yet here, the Council's sole reason for

**APPLICANT'S PETITION FOR RECONSIDERATION OF COUNCIL ORDER NOS. 868 & 869 - 6**

1 recommending denial of the A1-A7 and the entire C1-C8 turbine corridors is due to their  
2 visibility. The Council’s purported reliance on the area’s “aesthetic, cultural and natural  
3 heritage” rather than its Scenic Area designation is an utterly transparent and ineffective attempt  
4 to circumvent Congress’s express prohibition against precluding uses outside the Scenic Area for  
5 the sole reason that they can be seen from within the Scenic Area.<sup>6</sup>

6 The Council misreads *Northwest Motorcycle Association v. United States Department of*  
7 *Agriculture*, 18 F.3d 1468 (9th Cir. 1994). See Order No. 868 at 21-22. The Ninth Circuit did  
8 not affirm the U.S. Forest Service’s decision to prohibit motorized trail bikes from using trails  
9 outside a wilderness area “because the record showed an adverse effect of such vehicles upon a  
10 wilderness area.” *Id.* at 22. Instead, the court found that the “primary reason” behind the U.S.  
11 Forest Service’s decision was reducing conflicts between motorized trail bikes and hikers in an  
12 area *outside* a wilderness area and “[t]he fact that this determination was additionally based on  
13 other factors, including the proximity [to the wilderness area], does not invalidate it.” 18 F.3d at  
14

---

15 <sup>6</sup> The Council’s attempt to rely on Project visibility outside the Scenic Area is a weak and similarly  
16 transparent and ineffective attempt to bootstrap its “subjective” conclusion regarding visual impacts inside the  
17 Scenic Area. Visual impacts were assessed in the adjudication from four viewpoints outside the Scenic Area. See  
18 ASC Fig. 4.2-5; see also FEIS Table 3.9-2 (three viewpoints outside Scenic Area assessed in FEIS). Using the same  
19 objective methodology the Council used in its FEIS, the anticipated level of visual impact from the Project at these  
20 four viewpoints was no change, low to moderate, moderate, and moderate. ASC Table 4.2-5; see also FEIS Table  
21 3.9-2 (same conclusion for the three viewpoints outside the Scenic Area evaluated in the FEIS). The closest of these  
22 viewpoints was over 7,100 feet from the nearest turbine, which is approximately four times the distance at which the  
23 Council has previously determined wind turbines that cease being visually dominant. See *supra* footnote 2.

20 Notwithstanding this, the Council properly rejected Opponents’ argument that the Scenic Act’s aesthetic  
21 regulations should be used to evaluate a project outside the Scenic Area, concluding that the Scenic Act does not

21 “require or permit use of its protections outside of the Scenic Area; by terms of  
22 the federal law, the scenic area standards have no application outside that area.  
23 Our decision recognizes this distinction and rests its validity . . . not on its  
24 Scenic Act designation. Therefore, we will apply neither the NSA restrictions  
25 nor the County’s NSA-based restrictions to the Project site.”

23 Order No. 868 at 21; see also Order No. 869 at 7 (“It would be improper to apply NSA standards to territory outside  
24 the NSA.”). Furthermore, the Council’s own FEIS, which utilized an accepted, objective visual impact  
25 methodology employing visual simulations from key viewing areas in the Scenic Area from which the project would  
26 be visible, concluded “that the visual effects of the Project were moderate.” Order No. 869 at 13. Consequently, the  
Council’s ultimate conclusion regarding aesthetics provides no basis to restrict development outside the Scenic Area  
or within exempt Urban Areas unless that development is subject to RCW 80.50.010’s balancing directive.

**APPLICANT’S PETITION FOR RECONSIDERATION OF COUNCIL ORDER NOS. 868 & 869 - 7**

1 1481. Here, the Council’s sole reason for recommending denial is due to “subjective” visual  
2 impacts *inside* the Scenic Area. This is exactly what Congress has prohibited.

3 When applying of its interpretation of RCW 80.50.010(2), the Council erroneously  
4 indicates that, based on Dautis Pearson’s testimony, Whistling Ridge’s visual analysis  
5 “understates the visual intrusion” of the A1-A7 and the entire C1-C8 turbine corridors. Order  
6 No. 868 at 21. Whistling Ridge’s visual analysis was based on the same objective methodology  
7 that the Council has used in the past, and “[t]he methodology used is appropriate since it  
8 provides a clear understanding of how the proposed Project would affect the visual landscape as  
9 seen from the key viewing areas.” FEIS at 3-162 to -163. In contrast to the testimony about  
10 visual impacts offered by the Opponents, Whistling Ridge’s visual analysis and impact  
11 assessment was not based on the opinion of one individual, but rather on the conclusions reached  
12 by an interdisciplinary team formed “to make sure that what we do is we look at keeping our  
13 biases and our perceptions out of the process as much as possible.” Tr. at 299:6-8 (Pearson); Ex.  
14 No. 9.00 at 20:12-13. Most importantly, unlike the opinions offered by the Opponents, the  
15 results of Whistling Ridge’s visual analysis are entirely consistent with the objective conclusions  
16 reached in the Council’s own FEIS. *Compare* ASC Table 4.2-5 *with* FEIS Table 3.9-2. Any  
17 suggestion that Whistling Ridge’s visual analysis inappropriately discounted visual impacts is  
18 not supported by the evidence in the record.

### 19 CONCLUSION

20 Nearly three years ago Whistling Ridge submitted an ASC for a “very, very small” wind  
21 energy facility (*i.e.*, no more than fifty 1.5- to 2.5-MW turbines with a maximum nameplate  
22 generating capacity of 75 MW). Tr. at 80:2 (Spadaro); ASC at 2.3-1. Indeed, it was “the  
23 smallest [generating capacity] that is possible” for a commercial project. Tr. at 116:18  
24 (Spadaro). Whistling Ridge subsequently stipulated to building no more than thirty-eight 2-MW  
25 or larger turbines because “[w]e want to do what we can to minimize the visual impact, but we  
26 must maintain a viable project.” Tr. at 74:1-3 (Spadaro). If this tiny Project, for which the

1 Council’s own FEIS concluded would only have low to moderate visual impacts, cannot be  
2 permitted under RCW ch. 80.50, the state’s energy facility siting process is irreparable broken,<sup>7</sup>  
3 and it is highly questionable whether the Council will ever be able to site another wind energy  
4 project.

5 At a time when Oregon’s Energy Facility Siting Council (“EFSC”) cannot keep up with  
6 demand, in its application of RCW 80.50.010 this Council has written itself into history,  
7 signaling that it is an unreliable agency to implement state energy policy. In effect the Council  
8 has delegated Washington’s energy future to Washington counties, the Bonneville Power  
9 Administration, and Oregon. Oregon understands the important public need inherent in siting  
10 energy facilities and has therefore also implemented a “balancing” standard. However, Oregon  
11 permits energy facilities even when such facilities cannot meet applicable objective regulatory  
12 standards. *See* ORS 469.501(3) (authorizing Oregon EFSC to issue a site certificate for an  
13 energy facility that “does not meet one or more” of its standards if the Oregon EFSC “determines  
14 that the overall public benefits of the facility outweigh the damage to the resources protected by  
15 the standards the facility does not meet”); *see also* OAR 345-022-0000(2). This Council now  
16 takes the opposite approach: energy facilities (or portions thereof) will be *denied* even when  
17 they *meet* objective regulatory standards, and that denial will be based on ungrounded and vague  
18 “subjective” findings that *conflict* with objective, science- and regulatory-based findings made  
19 by the very same agency.

20 This Council has signaled that Washington is an unreasonable place to site critical public  
21 infrastructure—a place where adopted regulatory standards are trumped by decisions that fly in

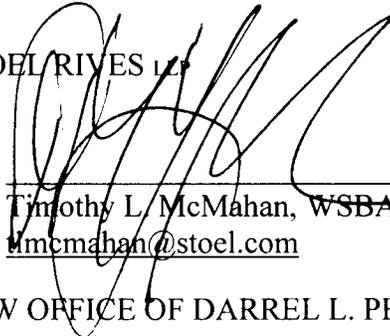
---

22 <sup>7</sup> This inevitable conclusion is supported by two other undeniable facts. First, Order Nos. 868 and 869  
23 conclude that the Project is consistent with Skamania County’s land use regulations; that the Project is in full  
24 compliance with WDFW’s 2009 *Wind Power Guidelines*; that the Project meets the state’s noise standards; that  
25 there is no evidence of actual geologic hazards that would preclude siting the Project; that the Project would have  
26 real and significant economic benefits to Skamania County, which is “uniquely challenged financially”; and that the  
Project would further the state’s renewable energy policy. Second, the Council’s nearly three-year review of this  
Project has been unnecessarily long, has been wasteful of State resources, and has placed an incredibly high  
financial burden on all parties involved in this proceeding.

1 the face of an agency’s own environmental analysis, with rationales that are not based on the  
2 Council’s adopted rules, but emerge for the first time in the final order—decisions that are  
3 acknowledged by the Council itself as “subjective.” Whistling Ridge respectfully petitions the  
4 Council for reconsideration of its recommended denial of the A1-A7 and the entire C1-C8  
5 turbine corridors.

6 DATED: October 27, 2011.

7 STOEL RIVES LLP

8 By: 

9 Timothy L. McMahan, WSBA #16377  
10 [tmcmahan@stoel.com](mailto:tmcmahan@stoel.com)

11 LAW OFFICE OF DARREL L. PEEPLES

12 By: 

13 Darrel L. Peoples, WSBA #885  
14 [dpeoples@ix.netcom.com](mailto:dpeoples@ix.netcom.com)

15 Attorneys for Applicant Whistling Ridge Energy LLC  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**B O N N E V I L L E**  
P O W E R A D M I N I S T R A T I O N



## Bonneville Power Administration

---

*BPA Critical Infrastructure Information*  
Transmission System Impact Study (SIS)  
Puget Sound Energy, Inc.  
Agreement 08TX-12957  
AREF: 71618267

April 3, 2008

Report: BPA-TS TPP-2008-016

*BPA Critical Infrastructure Information*

Report Prepared by:  
Dennis Stevens - TPP

### OFFICIAL USE ONLY

This report contains Bonneville Power Administration Critical Infrastructure Information (CII). Distribution of this report must be limited to parties that have a need to know and have fulfilled non-disclosure requirements with the Bonneville Power Administration.

**Purpose** – The purpose of this System Impact Study (SIS) is to identify any system constraints, any redispatch options, and any Direct Assignment or Network Upgrades required to grant the requested transmission service. The Bonneville Power Administration – Transmission Services (BPA-TS) is an open access transmission provider operating under its FERC-approved Open Access Transmission Tariff (OATT). This is in compliance with Paragraph 19.3 and Attachment D of BPA-TS's OATT. This SIS report is in satisfaction of Agreement 08TX-12957.

**TSR Evaluation Process** – BPA-TS receives Transmission Service Requests (TSR) for Long-Term Firm transmission service. These TSRs are evaluated to see if there is sufficient Available Transfer Capability (ATC) to grant the requested service. The methodology to determine ATC can be found at the BPA-TS website as referenced below.

This SIS addresses the approximate scope of system expansion necessary on any monitored flow gate with a *non de minimis* impact and inadequate ATC. The SIS will also identify any other system expansions necessary to grant the requested service.

**References** – The following references are applicable to this SIS

OATT	Open Access Transmission Tariff, Bonneville Power Administration, Transmission Business Line Reference, <a href="http://www.transmission.bpa.gov/Business/Rates_and_Tariff/oatt.cfm">http://www.transmission.bpa.gov/Business/Rates_and_Tariff/oatt.cfm</a>
ATC Methodology	Methodology to determine Available Transmission Capacity. Reference, <a href="http://www.transmission.bpa.gov/Business/Customer_Forums_and_Feedback/ATC_Methodology/">http://www.transmission.bpa.gov/Business/Customer_Forums_and_Feedback/ATC_Methodology/</a>
08TX-12957	System Impact Study Agreement with Puget Sound Energy, Inc., executed January 10, 2008.

#### Abbreviations

ATC	Available Transfer Capability
BPA-TS	Bonneville Power Administration – Transmission Services
OATT	Open Access Transmission Tariff
POD	Point of Delivery
POR	Point of Receipt
SIS	System Impact Study
SFS	Facilities Study
TSR	Transmission Service Request
TTC	Total Transfer Capability

#### OFFICIAL USE ONLY

This report contains Bonneville Power Administration Critical Infrastructure Information (CII). Distribution of this report must be limited to parties that have a need to know and have fulfilled non-disclosure requirements with the Bonneville Power Administration.

Table 1 – TSRs for Puget Sound Energy, Inc.

AREF No.	Quantity	Term	Point of Receipt (POR)	Point of Delivery (POD)
71618267	60 MW	September 1, 2009 – September 1, 2039	Saddleback 230 kV	PSEI Central Contiguous
71618279	5 MW	September 1, 2009 – September 1, 2039	Saddleback 230 kV	PSEI Central Contiguous
71618281	5 MW	September 1, 2009 – September 1, 2039	Saddleback 230 kV	PSEI Central Contiguous
71618283	5 MW	September 1, 2009 – September 1, 2039	Saddleback 230 kV	PSEI Central Contiguous

Table 2 is to be interpreted as follows,

- If the impact of the TSR(s) is positive on a monitored flowgate and the impact of the TSR(s) is not De Minimis, then the ATC Impact column says Yes and the De Minimis Impact column says No.
- If the impact of the TSR(s) is positive on a monitored flowgate and the impact of the TSR(s) is De Minimis, the ATC Impact column says No and the De Minimis Impact column says Yes.
- If the impact of the TSR(s) is negative, both the ATC Impact and De Minimis Impact columns say No.
- If there is a Yes in the ATC Impact column, the ATC Available column will say Yes or No. If there is a No in the ATC Impact column, then the ATC Available column will say N/A.

Table 2 – Impact to Monitored Flowgates for TSR's 71618279, 81, 83

Flowgate	ATC Impact	De Minimis Impact	ATC Available
South of Allston	No	No	NA
Cross Cascades North	Yes	No	No
Cross Cascades South <sup>1</sup>	Yes	No	No
Monroe-Echo Lake	No	No	N/A
North of Hanford	No	No	N/A
North of John Day	No	No	N/A
Paul-Allston	No	No	N/A
Raver-Paul	No	No	N/A
West of McNary	No	No	N/A
West of Slatt	No	No	N/A

**System Constraints** –It was determined that BPA-TS was unable to grant the original TSR requests because of *non de minimis* impacts and inadequate ATC on the monitored flow gates listed below. (Note 1: There is sufficient ATC to grant TSR 71618267 on the Cross Cascades South

#### OFFICIAL USE ONLY

This report contains Bonneville Power Administration Critical Infrastructure Information (CII). Distribution of this report must be limited to parties that have a need to know and have fulfilled non-disclosure requirements with the Bonneville Power Administration.

constrained path, but constraints on the Cross Cascades North path still constrains all the TSRs. This is based on the Pending Queue, dated March 17, 2008.

- Cross Cascades North
- Cross Cascades South

**Redispatch Options** – Based on the impacts of these TSRs and impacts from similarly situated TSRs in BPA-TS's Long Term Firm Transmission Queue, BPA Transmission Planning has concluded that there are not suitable resources available for redispatch to provide the requested TSRs service on a firm basis.

**Required System Expansion**– The following sections identify the scope of system expansions for each monitored flow gate necessary to grant the requested transmission service.

**1. Cross Cascades South (east-to-west)**

The West of McNary Generation Integration Project described in this report for the West of McNary flow gate described below will increase the TTC across this path. The TTC increase for this constrained Cross Cascades South path will need to be recalculated with the West of McNary Generation Integration Project. For purposes of this System Impact Study, the West of McNary Generation Integration Project is considered sufficient to grant the requested transmission across this constrained path until further studies are performed.

**2. Cross Cascades North (east-to-west)**

To mitigate east-to-west flows across this flow gate would require the following system expansions:

- a. *New Series Capacitors on Schultz - Raver #3 500kV Transmission Line* – Construct a new 500kV series capacitor group at BPA's Schultz substation on the Schultz – Raver #3 500kV transmission line.
- b. *New Series Capacitors on Schultz - Raver #4 500kV Transmission Line* – Construct a new 500kV series capacitor group at BPA's Schultz substation on the Schultz – Raver #4 500kV transmission line.
- c. *Series Capacitors on Schultz - Raver #1 500kV Transmission Line* - Upgrade the existing series capacitors on Schultz – Raver #1 500kV from 19.0 ohms to 25.3 ohms.
- d. *Series Capacitors on Schultz - Echo Lake #1 500kV Transmission Line* - Upgrade the existing series capacitors on Schultz – Echo Lake #1 500kV from 19.0 ohms to 25.3 ohms.
- e. *New Series Capacitors on Chief Joseph - Monroe #1 500kV Transmission Line* - Construct a new 500kV series capacitor group at BPA's Chief Joseph substation on the Chief Joseph – Monroe #1 500kV transmission line.
- f. *Control & Communications Additions* – Add the necessary control (e.g. Remedial Action Schemes), protection, and communications.

This option would allow the path Total Transfer Capacity (TTC) to be increased moderately. In order for larger increases in TTC, a major network upgrade may be required, such as a new 500kV line from Central Washington to Western Washington. Several alternatives would need to be studied, including whether to upgrade lower voltage circuits to 500kV or

**OFFICIAL USE ONLY**

This report contains Bonneville Power Administration Critical Infrastructure Information (CII). Distribution of this report must be limited to parties that have a need to know and have fulfilled non-disclosure requirements with the Bonneville Power Administration.

whether to build an entirely new line. For purposes of this SIS report, the above identified system additions are considered sufficient to grant the requested transmission until further studies are performed.

All the system upgrades described above are considered Network Upgrades.

### 3. West of McNary (east-to-west)

Although the TRSs did not impact this monitored flowgate, the fix of the Cross Cascades South required these system expansions:

- a. *Expansion of McNary Substation* – Addition of one or two new 500kV circuit breakers at McNary Substation to create a new 500kV bay position. This will be determined in the detailed studies.
- b. *Expansion of John Day Substation* – Addition of one or two new 500kV circuit breakers at John Day Substation to create a new 500kV bay position. This will be determined in the detailed studies.
- c. *Expansion of Big Eddy Substation* – Addition of one or two new 500kV circuit breakers at Big Eddy Substation to create a new 500kV bay position. This will be determined in the detailed studies.
- d. *New 500kV Switching Station on the Wautoma-Ostrander 500kV Line* - Construct a new 500kV station with breaker and half configuration using five breakers at approximately tower 73/T of the Wautoma-Ostrander 500kV line. This would create three bay positions. Two of the bay positions would be used to loop in the Wautoma-Ostrander 500kV line. The third bay position would be used to terminate a new 500kV line to Big Eddy Substation. This station has initially been identified as Station Z.
- e. *New 500kV McNary - John Day 500kV Transmission Line* - Construct approximately 79 miles of new 500kV line between McNary Substation and John Day Substation.
- f. *New 500kV Big Eddy - Station Z 500kV Transmission Line* - Construct approximately 28 miles of new 500kV line between Big Eddy Substation and Station Z.
- g. *Line Upgrades* – Line upgrades will be required on several lines, including but not limited to, the McNary – Ross 345 kV Line.
- h. *Control & Communications Additions* – Add the necessary control (e.g. Remedial Action Schemes), protection and communications.

This project will be referenced as “West of McNary Generation Integration Project”.

All system upgrades described above are considered Network Upgrades.

#### OFFICIAL USE ONLY

This report contains Bonneville Power Administration Critical Infrastructure Information (CII). Distribution of this report must be limited to parties that have a need to know and have fulfilled non-disclosure requirements with the Bonneville Power Administration.