PROPOSED DRAFT

DEVELOPMENT AGREEMENT

Between

KITTITAS COUNTY, WASHINGTON

and

TEANAWAY SOLAR RESERVE, LLC

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DEVELOPMENT AGREEMENT

TEANAWAY SOLAR RESERVE PROJECT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and effective this ____day of _____, 2010 by and between Kittitas County, a Washington municipal corporation ("County") and Teanaway Solar Reserve, LLC, a Wyoming limited liability company authorized to do business in the state of Washington ("Applicant") (collectively, the "Parties"). This Agreement is made pursuant to Revised Code of Washington ("RCW") 36.70B.170, Kittitas County Code ("KCC") Chapter 15A.11, and KCC Chapter 17.61, and relates to the Teanaway Solar Reserve Project.

RECITALS

A. RCW Chapter 36.70B, and KCC Chapter 15A.11 authorize the County to enter into an agreement regarding development of real property located within the County's jurisdiction with any person having an ownership interest in or control of such real property.

B. The Applicant desires and intends to develop a solar farm in Upper Kittitas County known as the Teanaway Solar Reserve Project (the "Project") located approximately four miles northeast of the town of Cle Elum. Key components and related appurtenant improvements of the Project include solar modules, inverter buildings, underground electrical conductors, substation, transmission line, maintenance and access roads, and Operations and Maintenance (O&M) building. A full description of the Project is contained in Attachment A: Project Description.

C. The Applicant's objective is to develop a commercially viable solar energy facility generating up to 75 megawatts (MWdc) of photovoltaic (PV) for distribution to utilities and communities seeking to optimize their renewable and sustainable energy sources through an interconnection point on the Pacific Northwest power grid.

D. The Project will be located on land referred to herein as the "Project Area". The Applicant entered into agreements with the owners of approximately 982 acres of real property comprising the Project Area, giving it requisite control of this land for the purpose of, and authority to, develop the Project. The Project Area is as more specifically described in Attachment B: Project Area Legal Description. A map showing the location of the Project Area is contained in Attachment A: Project Description.

E. The construction of the Project is currently scheduled for two to three consecutive seven to nine month construction seasons (generally between April 1 to October 31 as weather allows) between the years 2010 through 2012. As fully constructed, the Project is anticipated to require approximately 477 acres ("Project Site") within the overall Project Area. A site plan showing the location and layout of the Project is contained in Attachment A: Project Description.

F. A solar farm is defined by the County as a "major alternative energy facility". KCC 17.61.010(9) & (15). The transmission line and electrical substation may also be considered "special utilities." KCC 17.61.010(2). Major alternative energy facilities and special utilities may be authorized for the Project Site by the County's Board of Adjustment ("BOA") as conditional uses following a 15-day comment period and hearing, per KCC Chapter 15.61, KCC Title 15A, and KCC Chapter 17.60A.

G. In conjunction with this Agreement, the Applicant submitted a Conditional Use Permit ("CUP") Application as required by KCC 15.61.020(4)(b) & (6). One of the conditions of the CUP is that Applicant will obtain an approved development agreement with the County, and that it will be conditioned and governed by this Agreement.

H. The Applicant's submissions were deemed complete by the County on August 22, 2009. As the State Environmental Policy Act ("SEPA") Lead Agency, Kittitas County issued a Mitigated Determination of Non-significance ("MDNS") for the Project on _____ ___, 2010. The SEPA determination is attached hereto as Attachment C. Applicant agrees to abide by the CUP, the SEPA Mitigation Measures identified in the MDNS, and the Development Standards set forth in this Agreement to mitigate impacts to the environment.

I. The CUP was the subject of a 15-day comment period and a hearing before the Board of Adjustment as required by KCC Title 15A. On - ___, 2010, the Board of Adjustment (“BOA”) voted ___ to ___ to approve the CUP. The CUP is attached hereto as Attachment D.

J. As required by KCC Title 15A and accompanying Table, and RCW 36.70B.200., this Agreement was the subject of a 30-day comment period and a hearing before the Kittitas County Board of County Commissioners ("BOCC") was held on _____ ___, 2010, and it voted ___ to ___ enter into this Agreement.

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the

Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Applicant agree as follows:

AGREEMENT

1. Effective Date, Termination and Modification.

1.1 Effective Date. The Effective Date of this Agreement is the last date upon which it was signed by the Parties hereto.

1.2 Termination. This Agreement may be terminated by mutual agreement of the Parties to this Agreement, or terminated by Applicant pursuant to Section 9 of this Agreement, or by the County upon revocation, withdrawal or termination of the underlying CUP.

1.3 Modification. This Agreement shall govern and vest the development, use, and mitigation of the Project, and shall not be modified unless as provided in Section 8 below; *Provided* that nothing herein shall be construed to limit the County's reserved authority per KCC 15A.11.020(6) to impose new or different regulations to the extent required by a serious threat to public health and safety.

2. Definitions.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. Unless otherwise specified herein, references to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force.

2.1. Agreement. "Agreement" means this Development Agreement between Kittitas County, Washington and Teanaway Solar Reserve, LLC, approved by the Board of County

Commissioners.

2.2. Applicant. "Applicant" means Teanaway Solar Reserve, LLC or any of its Transferee(s) as provided in Section 10 of this Agreement.

2.3. BOCC. "BOCC" means the Board of County Commissioners of Kittitas County, Washington.

2.4 BOA. "BOA" means Kittitas County Board of Adjustment.

2.5 CDS. "CDS" means the Kittitas County Community Development Services.

2.6. County. "County" means Kittitas County, Washington.

2.7. Construction Buildout Period. "Construction Build out Period" has the meaning set forth in Section 5.10 of this Agreement.

2.8. CUP. "CUP" means the Conditional Use Permit approved by the County's BOA for the Project, which shall be conditioned and governed by this Agreement.

2.9. Development Standards. "Development Standards" means the requirements stated in Section 5 of this Agreement.

2.10. Director. "Director" means the Director of the County Department of Community Development Services.

2.11. Effective Date. "Effective Date" has the meaning set forth in Section 1.1 of this Agreement.

2.12. Force Majeure Event. "Force Majeure Event" means any event that directly prevents or delays the performance by the Party affected of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental authority other than EFSEC.

2.13. Historical Energy Production. "Historical Energy Production" means the sum of all energy generated by the Project after Substantial Completion divided by the total number of months of operation after Substantial Completion and the remaining sum multiplied by twelve.

2.14. Liability. "Liability" means all loss, damage, cost, expense (including costs of investigation and attorneys' fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims and demands of whatever kind or nature (including those arising under the Federal Employers Liability Act), arising out of an occurrence relating to this Agreement or occurring on or relating to the Project described herein.

2.15. MDNS. "MDNS" means the Mitigated Determination of Non-significance" issued as a SEPA determination by Kittitas County for the Project on _____.

2.16. Parties. "Parties" means Kittitas County, Washington and the Applicant, Teanaway Solar Reserve, LLC, a Wyoming limited liability company.

2.17. Project. "Project" means the Teanaway Solar Reserve Project, a solar farm generating up to 75 megawatts (MWdc) of photovoltaic (PV) solar energy, together with any necessary Project components and related appurtenant improvements, including approximately 400,000 solar panels, inverter buildings, underground electrical conductors, substation, transmission line, maintenance and access roads and Operations and Maintenance (O&M) building. The Project and its components are more fully described in Attachment A: Project Description.

2.18. Project Area. "Project Area" means the overall land area in which the Project Site will be located. The Project Area covers approximately 982 acres. A map depicting the location of the Project Area is contained in Attachment A: Project Description. The land within the Project Area is as more specifically described in Attachment B: Project Area Legal Description.

2.19. Project Site. "Project Site" means the land area on which the Project will actually be sited. The Project Site covers approximately 477 acres. A map showing the approximate location of the Project Site is contained in Attachment A: Project Description.

2.20. Public Works. "Public Works" means the Kittitas County Public Works Department.

2.21.. SEPA. "SEPA" means the State Environmental Policy Act, Chapter 43.21C RCW.

2.22. Substantial Completion. "Substantial Completion" means the Project is constructed, installed, generating and delivering energy to the electric power grid.

2.23. Transferee. A party to which the Project is transferred or assigned in part or in whole under the provisions contained in Section 10.1 of this Agreement.

3. Protect Description

The Project is a proposed solar farm, along with other necessary components and related appurtenant improvements as described in Attachment A: Project Description, capable of generating up to 75 megawatts (MWdc) of photovoltaic (PV), modified as necessary in accordance with the Development Standards contained herein, the CUP, and the proposed SEPA MDNS mitigation measures.

4. Vesting.

Except as otherwise noted, this Agreement vests the Project, Project Site, and Project Area to the existing County land use plans, ordinances, and regulations effective as of the Effective Date of this Agreement.

5. Development Standards.

5.1. Location and Description of Project. The Project is as described in Attachment A: Project Description, and illustrated in Attachment A: Project Description, modified as necessary in accordance with this Agreement's Development Standards, CUP, and SEPA mitigation measures, see Attachments C and D. Attachment A contains a Project Vicinity Map with Landowners and Residential Locations that illustrates the location of the Project and its components in relation to existing structures in the vicinity of the Project.

5.2 Structures. As part of the Project, Applicant may require supporting structures for any related transmission line. Such structures shall not be subject to any applicable County height restriction, provided that any supporting structure taller than 150 feet will not be used without Applicant first obtaining an approved variance from the County.

5.3. Fire and Police Protection Measures. Applicant will create and maintain a

firebreak of no less than 100 feet between all outer edges of the Project Site and adjacent property lines, as illustrated in Attachment A: Project Description. The Project Area is currently subject to the fire suppression services of the Washington Department of Natural Services. Should the construction of the Project require additional or different fire protections services, the Applicant will work with Kittitas County Fire Protection District #7 to ensure that suitable fire suppression services are in place during the construction and on-going operations of the Project. Police protection of the Site Area is provided by the County's Sherriff's Office. The construction contractor will notify the fire protection and police services of staging and active construction locations so these services can respond efficiently to emergencies, should any arise. During the operational phase, the Applicant will contact fire protection and police services in the event of an emergency.

5.4. Setbacks. The Project may be located up to, but no less than, 100 feet from any bordering property as illustrated in Attachment A: Project Description.

5.5. Emergency Plans. An emergency preparedness and response plan shall be prepared and submitted to the County by the Applicant prior to construction.

5.6. Project Access and Maintenance Roads. The main Project access road entrance is from a private roadway generally known as Loping Lane extending from the Wiehl Road, also a private road, through portions of sections 26 and 27, T. 20, 16 E, W.M., Kittitas County, to the Project Area as generally depicted in Attachment A: Project Description. The Applicant's road use shall be subject to any road use agreements in effect applicable to Applicant's use of that roadway, that may include, without qualification or limitation, the Horseshoe Hills Ranch Declaration of Protective Covenants, Conditions and Easements (Kittitas County Auditor's Recoding No. 488155, dated June 5, 1985), Easement and Road Maintenance Agreement (Kittitas County Auditor's Recoding No. 200204020024 dated February 5, 2002), Declaration of Protective Covenants (Kittitas County Auditor's Recoding No. 200306060049 dated June 6, 2003), and Addendum To Protective Covenants (Kittitas County Auditor's Recoding No. 200308290105 dated August 28, 2003). The Applicant will additionally work with neighbors who use Loping Lane to identify measures that will minimize disruption to their use during construction and to the roadway itself.

The project will be served internally by a network of existing and/or new maintenance roads. The existing maintenance roads, along with Wiehl Road and Loping Lane, generally

consist of gravel and dirt and may need improvements in accordance with County requirements. The Applicant is responsible for any improvements to these roads, and will first submit a plan detailing any such improvement for review and approval by the Kittitas County Public Works Department, which shall not unreasonably be withheld.

5.7. The Relationship between this Agreement and the CUP. This Agreement incorporates by reference the terms and conditions of the CUP as approved by the BOA, which shall be further conditioned and governed by this Agreement. In the event a conflict should occur between the CUP and this Agreement, the terms and provisions of this Agreement shall control.

5.8. Concrete batch plants. Concrete batch plants will not be located on the site. ,

5.9. Project Site Access. Public access to the Project Area is already restricted by the subject landowners and will continue to be restricted in accordance with easement agreements. Access to the Project Site shall be further controlled in the form of an electric gate with an associated keypad security code for entry. The Applicant shall be responsible for the installation and maintenance of the gate, and will work with applicable landowners to determine its appropriate location. Property owners who access their property from Loping Lane and require access through the gate will be provided the necessary and applicable access. Representatives of the Washington State Department of Natural Resources currently has access to and through the Project Site and will continue to be allowed access. The Applicant will also coordinate with local landowners to identify any necessary additional security measures, including an additional access restriction on Loping Lane near its intersection with Wiehl Road. The Applicant does not have the authority to grant permission to third party recreationists, including hunters and campers, to access the Project, but may grant permission to such parties on a case-by-case basis provided such parties first secure written permission from all of the applicable landowners along Loping Lane.

5.10 Construction Buildout Period. Applicant shall be allowed to construct the Project such that Substantial Completion is achieved no later than 5 years from the date that all permits necessary to construct the Project are obtained, but in no event later than 6 years from the Effective Date of this Agreement (the "Construction Buildout Period") provided however, that such construction is not delayed by a Force Majeure Event.

6. Decommissioning and Restoration.

6.1. Initial Project Decommissioning and Site Restoration Plan. At least 30 days prior to construction of the Project, Applicant shall provide to the County for its approval an Initial Project Decommissioning and Site Restoration plan (the "Initial Plan"), prepared in sufficient detail to identify, evaluate, and resolve all major environmental, and public health and safety issues reasonably anticipated by the Applicant on the date thereof associated with decommissioning and restoring the Project Site. The Initial Plan shall describe the measures that will be taken to decommission the Project and restore the Project site, including any measures necessary to protect the public against risks or danger resulting from decommissioning the Project and restoring the Project Site.

6.2 Final Project Decommissioning and Site Restoration Plan. Ninety days prior to decommissioning the Project Site, Applicant shall submit a Final Project Decommissioning and Site Restoration Plan ("Final Plan") to the County for its approval. The Final Plan may contain measures to decommission the Project and restore the Project Site different than the Initial Plan, *provided* that Applicant explains in sufficient detail the reasons for any new or substantially different measures.

6.3. Decommissioning and Restoration: Scope and Timing.

6.3.1 Scope of Decommissioning. Decommissioning the Project shall involve removal of the Project's components, including, without limitation, the solar panels, panel trackers, anchors, supports and mounts, inverter buildings, underground electrical conductors, substation, and Operations and Maintenance (O&M) building, and any foundations or permanently fixed anchors to a depth of 3 feet below grade; the re-grading of any areas significantly impacted by the removal of any components; removal of Project maintenance roads and overhead cables (except for any roads, buildings, and/or power cables that Project Area landowners wish to retain); and final reseeding of disturbed lands with an approved seed mixture (all of which shall comprise "Decommissioning"). The Initial and Final Plans shall contain the measures necessary to fulfill Applicant's Decommissioning obligations.

6.3.2. Scope of Restoration. Restoration of the Project Site shall be to a reasonable approximation of its original condition prior to construction allowing for any

permanent improvements chosen by the underlying landowners to be left on site as provided in Section 6.3.1. The Initial and Final Plans shall contain the measures necessary to fulfill Applicant's Restoration obligations.

6.3.3. Timing; Exemptions and Extension. Applicant or any Transferee, as the case may be, shall decommission the Project and restore the Project Site within twelve (12) months following the earlier of either: (a) the date of termination of this Agreement, in accordance with Section 1.2 above; or (b) at the written request of the County, the Applicant demonstrates that the energy generated by the Project for the past 12 month period is less than 10% of the Historical Energy Production and no exemptions apply. The Applicant will be exempted from the decommissioning and restoration requirements if the twelve (12) month reduced energy output period described above is the result of (i) a repair, restoration or improvement to an integral part of the Project that affects the generation of electricity that is being diligently pursued by the Applicant, or (ii) a Force Majeure Event, including, but not limited to, an extended low solar period. The twelve (12) month period to perform the decommissioning and restoration may be extended if there is a delay caused by forces beyond the control of the Applicant including, but not limited to inclement weather conditions, planting requirements, equipment failure, wildlife considerations or the availability of equipment or personnel to support decommissioning.

6.3.4. County Access and Reporting. The County shall be granted reasonable access to the Project site during decommissioning of the Project for purposes of inspecting any decommissioning work or to perform decommissioning evaluations. County personnel on the Project site shall observe all worker safety requirements enforced and observed by the Applicant and its contractors. If requested by the County, Applicant will provide monthly status reports until this decommissioning work is completed.

6.4 Decommissioning and Restoration Funding and Surety. Except as provided in Section 6.5 below, Applicant or any Transferee, as the case may be, shall post funds sufficient for Decommissioning and Restoration in the form of a guarantee bond, or a letter of credit to ensure the availability of said funds (the "Decommissioning Funds") to Kittitas County, prior to the end of the first year after completion of the first construction season as described in Recital E herein. The Initial Plan shall provide that the Decommissioning and Restoration Funds shall

be reevaluated annually during construction of the Project and every five (5) years thereafter from the date of Substantial Completion to ensure sufficient funds for Decommissioning and Restoration and, if deemed appropriate at that time, the amount of the Decommissioning and Restoration Funds shall be adjusted accordingly. The duty to provide such security shall continue annually until this Agreement terminates as provided in Section 1.2 herein or when the Project ceases to generate electricity as defined in Section 6.2 above whichever occurs first. On or before the date on which financial security must be established, the Applicant or any Transferee, as the case may be, shall provide the County with a copy of one of the following security devices for their information:

6.4.1 Performance Bond. Applicant or any Transferee, as the case may be, shall provide financial security for the performance of its Decommissioning and Restoration obligations through a Performance Bond issued by a surety registered with the Washington State Insurance Commissioner and is, at the time of delivery of the bond, is on the authorized insurance provider list published by the Insurance Commissioner. The Performance Bond shall be in an amount equal to the Decommissioning and Restoration Funds. The Performance Bond shall be for a term of 1 year, shall be continuously renewed, extended, or replaced so that it remains in effect for the remaining term of this Agreement or until the secured decommissioning obligations are satisfied, whichever occurs sooner. In order to ensure continuous renewal of the Performance Bond with no lapse, each Performance Bond shall be required to be extended or replaced at least one month in advance of its expiration date. Failure to secure such renewal or extension shall constitute a default of the Applicant under this Agreement and under the Bond provisions.; or

6.4.2 Letter of Credit. Applicant or any Transferee, as the case may be, shall provide financial security for the performance of its Decommissioning and Restoration obligations through a letter of credit issued by a bank whose long-term debt is rated "A" or better by a Rating Service. The letter of credit shall be in an amount equal to the Decommissioning and Restoration Funds. The letter of credit shall be for a term of 1 year, shall be continuously renewed, extended, or replaced so that it remains in effect for the remaining term of this Development Agreement or until the secured decommissioning obligations are satisfied, whichever occurs sooner. Kittitas County or designees shall be authorized under the letter of credit to make one or more sight drawings thereon upon certification to the issuing bank of the Applicant's or Transferee's (as the case may be) failure to perform its Decommissioning and

Restoration obligations when due.

6.5. Financial Security and Utility Project Ownership. If, at the time the duty to provide Decommissioning and Restoration security arises under Section 6.3 above, the owner of the Project is an investor-owned electric utility regulated by the Federal Energy Regulatory Commission (FERC) and the Washington Utilities and Transportation Commission (WUTC), Applicant or any Transferee, as the case may be, shall not be required to obtain and provide proof of financial security for the performance of its Decommissioning and Restoration obligations arising hereunder, since the obligation to fully decommission the Project and restore the Project Site when due shall be a general obligation of the investor-owned electric utility owner.

7. Consistency with Local Regulations.

The County hereby acknowledges that if the Project is developed consistent with this Agreement and any Amendments thereto, the public health, safety, and welfare will be adequately protected within the bounds of the law; the Project will be considered essential and desirable to the public convenience; the Project will not be detrimental or injurious to the public health, peace, or safety, or to the character of the surrounding neighborhood; the Project will not be unreasonably detrimental to the economic welfare of the County; and the Project will not create excessive public cost for public facilities and services. Assuming the Applicant's objectives are met, the Project helps fills significant local needs in supplying electricity, creating local jobs and promoting economic development in rural areas, while also having the positive benefits of avoiding the external environmental costs associated with traditional electrical generation technologies.

The Project is located on property that is zoned as Forest & Range -20. Due to Project and equipment design and materials, the Project's O&M, the remoteness of the Project, and the surrounding vegetation, the Project poses no significant risks to residents from reflective glare, noise impacts, fire, or other disturbances from the construction, installation or use of the Project. The Project will deliver cost effective renewable energy to the electric grid and, as such, is essential and desirable to the public convenience. The Project will contribute significant tax revenues to the County which will far exceed the limited public service costs the Project will introduce.

8. Amendments and Revisions.

This Development Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and signed by Applicant and the County and is approved by the BOCC (an "Amendment"), whose approval shall not unreasonably be withheld. The following sections specify what Project actions and revisions can be undertaken without the need for amendment of the Development Agreement and what revisions require Amendment to this Agreement and the CUP.

8.1 Project Facility Repair, Maintenance and Replacement. Applicant shall be permitted, without any further land use approval from the County or amendment to this Agreement, to repair, maintain and replace the Project and its components consistent with the terms of this Agreement.

8.2 Project and Project Area Expansion. If Applicant seeks to expand the generating capacity of the Project and the geographic scope of the Project Site or Project Area, Applicant will seek an Amendment to this Agreement and amend the CUP, if and as necessary, in accordance with this Agreement and any applicable state and local regulations in effect at the time of such amendments. The Applicant acknowledges that further SEPA review may be required if the criteria for such is met as set forth in Kittitas County Code Chapter 15.04 (SEPA Regulations).

8.2.1 **Authorized Amendments**.

Authorized Amendments are set forth below. In regard to Authorized Amendments that concern road, stormwater, utility and other Public Works standards, the Public Works Director, or his/her designee, shall have the authority to review and render decisions on such Authorized Amendments. The CDS Director, or his/her designee, shall have the authority to review and render decisions on all other Authorized Amendments. No additional review for Authorized Amendments shall be required, provided the amendment proposed is consistent with the standards set forth below. If the amendment is not consistent with the standards set forth below, the request may be considered as an Administrative Minor Amendment or Major Amendment as provided in Section 8.2.2 and 8.2.3 below.

8.2.1.1. The proposal does not add to the site or approved structures by more than a 10 percent increase in square footage.

8.2.1.2. The proposal does not increase the overall impervious surface on the site by more than __ percent.

8.2.1.3. ***Place holder - to be completed during Development Approval review process)***

8.2.1.4. Any additions or expansions approved through a series of minor amendments that cumulatively exceed the requirements of this section shall be reviewed as an administrative minor modification or major modification.

8.2.1.5. Other *de minimus* amendments requested by the Applicant, which the County determines to be reasonably consistent with the CUP which do not result in significantly greater impacts than those contemplated in the approval.

8.2.2 **Administrative Minor Amendments**

Administrative Minor Amendments are set forth below. In regard to Administrative Minor Amendments that concern road, stormwater, utility and other Public Works standards, the Public Works Director, or his/her designee, shall have the authority to review and render decisions on such Administrative Minor Amendments. The CDS Director, or his/her designee, or BOA shall have the authority to review and render decisions on all other Authorized Amendments as specified below. The County or BOA, as applicable, may approve, or approve with conditions, a requested Administrative Minor Amendment upon determining that it is consistent with the standards as set forth below, otherwise it shall be denied. The decision shall be provided in writing, following a 15-day notice and comment period to property owners within 500 feet of the perimeter of the Project. The County shall maintain a cumulative list of all approved administrative minor modifications.

8.2.2.1. Decision by County Staff

8.2.2.1.1. ***(Place holder - to be completed during review process)***

8.2.2.1.2. ***(Place holder - to be completed during review process)***

8.2.2.2. Decision by BOA

8.2.2.2.1. ***(Place holder - to be completed during review process)***

8.2.2.2.2. ***(Place holder - to be completed during review process)***

8.2.3 **Major Amendments**

Major Amendments are set forth below. Proposed Major Amendments shall be reviewed using the standards, requirements, criteria, and approval process for conditional use permits and development agreements existing at the time of the proposed Major Amendment. For vesting purposes a Major Amendment is considered to be a new application. However, the change in vesting shall only apply to that aspect of the Project or Project Area being proposed for a Major Amendment.

A proposed change shall be considered a Major Amendment when it is not an Authorized Amendment or Administrative Minor Amendment. In addition, the following shall be considered a Major Amendment:

8.2.3.1. ***(Place holder - to be completed during review process)***

8.2.3.2. ***(Place holder - to be completed during review process)***

9. Termination.

Applicant shall have the option, in its sole discretion, to terminate this Agreement prior to Substantial Completion of the Project, *Provided* such termination will not relieve the Applicant of any obligation owed the County under the terms of this Agreement and outstanding at the time of such termination. If it elects to terminate this Agreement, Applicant shall submit a Notice to this effect to Kittitas County at least thirty (30) days prior to such termination.

10. General Provisions.

10.1 Assignment. The County and Applicant acknowledge that development of the Project may involve the sale and/or assignment of all or substantially all of the assets or all or substantially all of the membership interests to third parties. In addition the County and Applicant acknowledge that Applicant and its permitted Transferees may obtain financing for all or a portion of the costs of the Project. Applicant shall have the right to assign or transfer all or

any portion of its interest in the Project at any time, including rights, obligations and responsibilities arising hereunder, to third parties acquiring all or substantially all the assets of the Project or all or substantially all the membership interests in Applicant (each such third party, a "Transferee"), provided such assignments or transfers are made in accordance with the following:

10.1.1 Assignments or Transfers Requiring the Consent of the County.

Applicant may at any time enter into a written agreement with a Transferee other than those described in Sections 10.1.2 and 10.1.3 to transfer all or substantially all the assets of the Project or all or substantially all the membership interests in Applicant, including rights, obligations and responsibilities arising hereunder (such agreement, a "Transfer Agreement"); provided that Applicant obtains the prior written consent of the County as described in this section:

(a) Such Transfer Agreement shall not take effect unless and until the County has consented in writing to such transfer or assignment, which consent shall not be unreasonably withheld, conditioned, or delayed. Written notice of the proposed Transfer Agreement shall be mailed, first-class, to the County at least thirty (30) days in advance of the proposed date of transfer or assignment. Failure by the County to respond within thirty (30) days after receipt of a request made by Applicant for such consent shall be deemed to be the County's approval of the Transfer Agreement.

(b) Any Transfer Agreement shall be binding on the Applicant, the County and the Transferee. Upon approval of a Transfer Agreement by the County, the Applicant shall be released from those obligations and responsibilities assumed by the Transferee therein.

(c) Applicant shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a Transferee pursuant to an approved Transfer Agreement. No breach or default hereunder by any person that assumes any portion of Applicant's obligations under this Agreement pursuant to an approved transfer shall be attributed to Applicant, nor shall any of Applicant's remaining rights hereunder be cancelled or diminished in any way by any such breach or default.

(d) No breach or default hereunder by Applicant shall be attributed to any person succeeding to any portion of Applicant's rights or obligations under this Agreement, nor shall

such Transferee's rights be cancelled or diminished in any way by any such breach or default.

(e) Upon any transfer made in accordance with this Section 10.1.1 for which the County has consented, the Transferee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, and Applicant shall be automatically released of all liabilities and obligations under this Agreement as to that portion of its interest so transferred or assigned.

10.1.2 Collateral Assignments Without the Consent of the County.

Notwithstanding anything herein to the contrary, Applicant or any Transferee shall be permitted to collaterally assign its interest in the Project to a lender providing financing for the Project without the consent of the County, provided that Applicant or any Transferee delivers written notice to the County at least thirty (30) days prior to the date of such collateral assignment and identifies such lender.

10.1.3 Assignments or Transfers without the Consent of the County.

Applicant may transfer or assign all or any portion of its interest in the Project at any time, including rights, obligations and responsibilities arising hereunder, to third parties acquiring all or substantially all the assets of the Project or all or substantially all the membership interests in Applicant without the consent of the County provided that:

(a) Transferee is (i) an investor-owned electric utility regulated by the Federal Regulatory Energy Commission ("FERC") and the Washington Utilities and Transportation Commission ("WUTC") or a wholly owned subsidiary of such an investor-owned electric utility, or; (ii) an entity having, at the time of transfer or assignment, a senior unsecured long term debt rating ("Credit Rating") of (1) if such entity has a Credit Rating from Standard and Poor's but not from Moody's, BBB- or better from Standard and Poor's or (2) if such entity has a Credit Rating from Moody's but not from Standard and Poor's, Baa3 or better from Moody's or (3) if such entity has a Credit Rating from both Standard and Poor's and Moody's, BBB- or better from Standard and Poor's and Baa3 or better from Moody's; and

(b) Transferee agrees to be bound by the rights, obligations and responsibilities of Applicant hereunder, on and after the date of such transfer or assignment. In the event that Applicant transfers or assigns all or any portion of its interest in and to the Project in accordance with this provision, Applicant shall be released from all obligations or liabilities under this

Agreement on and after the date of such transfer or assignment as to that portion of Applicant's interest so transferred or assigned.

10.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Area, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

10.3 Washington Law. This Agreement is entered into under the laws of the State of Washington, and the parties hereto intend that Washington law shall apply to the interpretation hereof.

10.4 Severability. If any provisions of this Agreement are determined to be unenforceable or invalid, this Agreement shall thereafter be modified, to implement the intent of the Parties to the maximum extent allowable under law and the remainder of this Agreement shall remain unaffected and in full force and effect.

10.5 Authority. Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

10.6 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.7 Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, each party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the

performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.

10.8 Time of Essence. Time is of the essence in the performance of each and every obligation to be performed by the Parties hereto.

10.9 Staffing Agreement for County Project Costs. The Applicant will pay for County costs, including third party consultant costs, if necessary, incurred to support plan review and inspection of the Project during construction, in accordance with K.C.C. 14.04 et. al., under a County Staffing Agreement. The Staffing Agreement shall be approved by the County prior to construction, and such approval shall not be unreasonably withheld.

11. Notices.

11.1 Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission.

11.2 Addresses. Notices shall be given to the Parties at their addresses set forth below.

If to the County:	Kittitas County Community Development Services 411 North Ruby, Suite 2 Ellensburg, Washington 98926 Attn: Director
CC:	Kittitas County Prosecuting Attorney's Office 205 West Fifth, Room 213 Ellensburg, Washington 98926 Attn: Neil Caulkins
If to Applicant:	Teanaway Solar Reserve, LLC 418 E. 1st, Suite B Cle Elum, WA 98922
CC:	Perkins Coie LLP Attention: Patrick W. Ryan 1201 Third Ave, Suite 4800 Seattle, WA 98109 Fax: 206-359-9662

11.3 Notice by hand delivery shall be effective upon receipt. If deposited in the mail,

notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by Notice to the other party may designate a different address or person to which such notice or communication shall be given.

12. Default and Remedies.

No party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

12.1 Dispute Resolution Process.

12.1.1. In the event of any dispute relating to this Agreement, each Party, upon the request of the other Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Applicant shall send an Applicant's representative and any Applicant's consultant(s) with technical information or expertise related to the dispute. The parties shall, in good faith, endeavor to resolve their disputes through the Conference.

12.1.2. Mediation. If this Conference process does not resolve the dispute within the 7 day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within 45 days of the parties submitting the dispute to mediation.

In order to expedite the mediation, during the Conference process the Parties shall select the mediator. The mediator must be a neutral professional full time mediator with time available to meet with the parties within the 45 day mediation period following the 7 day Conference period.

To prepare for mediation, during the 7 day Conference period, the County will select three qualified mediators, as specified above, who are available in the following 45 days. At the end of the 7 day Conference period, if the matter has not been resolved, the Applicant shall, within the 24 hours of being given the three names select one of the three. The parties will in good faith attempt to resolve the dispute in the 45 day mediation period.

If the dispute is not able to be resolved through the mediation process in the 45 day period, the parties may pursue their legal remedies in accordance with Washington law.

13. Indemnity.

The Project owners shall indemnify and hold harmless the County and its elected officials and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever ("Claims") that are caused by or result from the negligent act or omission of Applicant's employees, officers, or agents in the operation of the Project; provided, however, that the total and cumulative obligation hereunder for all such Claims is limited to and shall not exceed five million dollars ($5,000,000.00). In the event of concurrent negligence, Applicant shall indemnify and hold harmless the County only to the extent of Applicant's negligence, subject to the foregoing five-million-dollar limitation for any and all Claims.

14. Entire Agreement.

This Agreement, together with all Attachments hereto, constitutes the entire agree between the Parties with respect to the subject matter of this Agreement. Agreement is specifically intended by the Parties to supersede all prior agreements whether written or oral.

APPROVED this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
Kittitas County, Washington

Chairman, Alan A. Crankovich	Vice Chairman, Paul Jewell
Clerk of the Board, Julie Kjorsvik	Commissioner, Mark McClain

Approved by:

_____
Kittitas County Prosecuting Attorney, Deputy
Neil Caulkins

TEANAWAY SOLAR RESERVE, LLC,
a Wyoming limited liability company

By: _____

Name: _____

Title: _____

ATTACHMENT A: PROJECT DESCRIPTION

This section provides an overview of the project. Topics addressed include the project description, the project purpose and need, the proposed schedule, site setting, key components, permits and authorizations, summary of construction activities and components, and a summary of operations and maintenance activities and components.

TSR proposes to construct and operate the project on approximately 982 acres of private land within the F&R zoning district in an unincorporated area of Kittitas County, Washington. The project will generate up to 75 MWdc of PV solar energy utilizing approximately 477 acres of land within the proposed project area.

A.1 Purpose and Need

The purpose of the proposed project is to generate up to 75 MWdc of PV solar energy for distribution to utilities seeking to optimize their renewable and sustainable energy sources. The project was conceived in response to the growing importance of and need for sustainable energy sources. In 2001, Kittitas County recognized the importance of facilitating new alternative energy facilities, proclaiming that:

> Kittitas County recognizes the value of facilitating the construction and operation of both alternative and conventional energy producing facilities in reducing the disruption of commerce and governmental services caused by potential energy shortages, all of which adversely affect the economy, public health, safety and welfare. (Kittitas County Ordinance No. 2001-12)

In recognition of the importance alternative energy could play in the future of Kittitas County, the County amended its land use code to, among other things, allow alternative energy facilities as conditional uses in a number of zones. See Kittitas County Code (KCC) Chapter 17.61.

The State of Washington also recognizes the importance of locally produced renewable energy. For example, the State of Washington's Renewable Electricity Standard, Revised Code of Washington (RCW) Title 19, mandates that by the year 2020, the state's largest electric utilities meet 15 percent of their retail electric load with renewable electricity (for example, wind and solar energy). The standard first takes effect in 2012 with a requirement of 3 percent

through 2015, then 9 percent from 2016 through 2019, and 15 percent thereafter. Oregon and California have adopted similar standards. Depending on the commercial terms available for the power sales, the utilities that may buy power from the project could change over time.

The Governor of Washington has also proclaimed that renewable energy production, including the project, is integral to the economic health of Washington: "If we seize on the economic opportunities presented by the clean energy revolution…then we can achieve our other important goals: a healthier environment and more energy independence" (Speech to the Seattle Chamber of Commerce by Gov. Chris Gregoire, October 22, 2009, found at: http://www.tvw.org/media/mediaplayer.cfm?evid=2009100047C&TYPE=V&CFID=1701129&CFTOKEN=11324713&bhcp=1).

A.2 Project Schedule

The proposed project schedule is outlined in below.

Task/Milestone	Start	Finish
Obtain Necessary Permits	June 2009	June 1, 2010
Engineering	June 2009	October 2010
Construction	April 1, 2010	As early as October 2011 or as late as December 2012
Initial Operation	Fall 2010	Not applicable

Note: Two to three 7- to 9-month construction seasons are anticipated.

A.3 Site Setting

The proposed project site is located approximately 4 miles northeast of Cle Elum, Washington, in Township 20N, Range 16E, within Sections 22, 23, and 27 (see Conditional Use Permit [CUP] Application Supplement Attachment A, Figure 1 for site location). The site is located on the eastern slopes of the Cascade Mountains on Cle Elum Ridge, which runs generally from east to west at elevations ranging from approximately 2,200 to 2,600 feet (see CUP Application Supplement Attachment A, Figure 2). The Teanaway River is approximately 1 mile to the northeast of Cle Elum Ridge. The site is accessed from Highway 970 by way of County roads such as Red Bridge Road (see CUP Application Supplement Attachment A,

Figure 3), and private roads such as Loping Lane. The site is also accessed via Wiehl Road, which is a dedicated public road but is not maintained by the County; it is maintained privately.

The proposed project area consists of 982 acres. This site was chosen for the project by TSR for a variety of reasons.

First, the property is not occupied by any threatened or endangered species, such as the northern spotted owl, nor does it contain any high quality habitats, such shrub steppe grasslands. TSR was thus able to initially consider the entire 982 acres for potential solar placement. TSR then conducted numerous site surveys, as explained in the technical reports attached to the Expanded SEPA Checklist Supplement, including those for wetlands, plants and wildlife, cultural resources, and critical areas. Based on the site surveys and topography, the project will utilize approximately 477 acres within the proposed project area. Solar arrays will be placed on approximately 399 acres. The remaining 505 acres are currently undeveloped open space, a portion of which will be preserved as part of the wildlife mitigation plan (see Expanded SEPA Checklist Supplement, Attachment H, Wildlife Mitigation Plan). An open corridor will be maintained to allow for potential wildlife migration through the site.

Second, the site has been managed for timber harvesting and has been frequently disturbed. Currently zoned F&R (see CUP Application Supplement Attachment A, Figure 6), the project area has been repeatedly selectively logged since the early 1900s. Harvests have occurred in the 1920s, 1950s, 1980s, and 2000s. Pre-commercial thinning occurred in the decades between logging. Prior to 1900, the site had a fire frequency of 9 to 12 years, indicating that a healthy understory and small trees did not exist, creating a park-like stand of larger trees that were fire resistant to low-intensity periodic fires (Wright, 1996; Agee and Wright, 1997). The site was most recently selectively logged in 2001, and existing site vegetation consists of low grasses, shrubs, and plants with scattered 50- to 60-foot, 6- to 18-inch-diameter ponderosa pine (*Pinus ponderosa*) trees. Shrub and riparian plant communities are predominantly snowberry (*Symphoricarpos albus*) and Rose (*Rosa* spp.) bushes. Herbaceous plant communities are predominantly Lupine (*Lupinus seiceus*), yarrow (*Achillea millefolium*), arrowleaf balsamroot (*Balsamorhiza sagittata*), and various grass species. Wetland plant communities are dominated by rushes (*Juncus* spp.), sedges (*Carex* spp.), wild onion (*Allium douglasii*), and various grass species. Some structural and residential developments have taken place on the site's southern boundary. Figure 5 in CUP Application Supplement Attachment A shows the identified structures within the vicinity of the site boundary.

Third, the Bonneville Power Administration's (BPA) 345-kilovolt (kV) Rocky Reach-Maple Valley transmission line is in close proximity to the site, running east to west along the southern site boundary (see CUP Application Supplement Attachment A, Figure 2). The proposed project is expected to interconnect to the regional transmission grid using this line (see CUP Application Supplement Attachment A, Figure 4). An interconnection substation with an approximate footprint of 6 acres will be located on the project site. Siting the project close to the existing BPA transmission line significantly minimizes the environmental impacts that could arise from using other sites further away from the line. Construction of transmission lines is costly; therefore, siting a project in close proximity to a transmission is economically beneficial to the project.

Finally, TSR proposes to develop the site described below to maximize its solar energy potential, based on its commitment to providing renewable energy and becoming the leading (in terms of energy production and environmentally sensitive development and management of its solar production site) sustainable energy production location in North America. The following factors have been analyzed to determine optimal location within the site defined below:

- Significant solar radiation (insolation)
- Site accessibility
- Avoidance of and minimization of impacts to environmentally sensitive areas
- Limited visibility from offsite locations

A.4 Key Components

The proposed project will consist of the following key components:

- Solar modules
- Field inverters
- Field transformers
- Electrical conductors
- Electrical substation and switchyard
- Operations and maintenance (O&M) building and supervisory control and data acquisition (SCADA) system
- Overhead interconnection transmission line
- Access and maintenance roads

Key components are described in the following subsections.

A.4.1 Solar Modules

Solar modules in a metal frame on supporting mounting structures will be used for the proposed project. Approximately 399 acres of modules will be installed within the 982-acre proposed project area. The solar modules are manufactured offsite and will be delivered to the site by truck in wooden crates or cardboard boxes. TSR seeks flexibility in choosing a solar array system that best suits the site conditions. A representative module is shown in CUP Application Supplement Attachment B, Photo 1. Each module measures 65 inches by 38 inches (5.4 feet by 3.2 feet) and is rated at 216 watts (Sharp Electronics, 2009) and will be mounted so that they are at least 4 feet above the ground surface. The solar modules are mounted in a fashion that orients the modules toward the sun.

Several module mounting types will be considered to best address the slope of land and soil stability at the project site. For example, large land areas with a slope toward the south are excellent for single-axis tracking systems. Land areas that are sloped to the east, southeast, west, or southwest will not as easily accommodate single-axis tracking systems, and are better suited to a fixed-tilt mounting structure.

The mounting system foundations could consist of embedded posts, poles, or structural steel angle. For one type of single-axis support approach, 1,936 posts are needed for every megawatt of energy. If the entire 75 MWdc were to be installed with this mounting system, then approximately 145,200 posts would need to be set. If a fixed-tilt approach is used, up to 8,000 steel angles would be needed. The impervious surface associated with these structures is presented in more detail in the Expanded SEPA Checklist Supplement, Attachment F, Hydrologic Analysis.

The posts will not be anchored unless a patch of bedrock is encountered during installation. The embedment could be completed via a vibratory drill or similar installation method to depths of approximately 8 feet. After the posts are installed, they are held in place by friction from the surrounding soil, without the use of concrete. Driven piles develop their strength by utilizing a definable skin friction between the pile and the soil. As the pile is forced into the ground, the displaced material compresses and that, in turn, creates the friction at the pile/soil interface. Piles are typically driven to a depth that prevents seasonal and temporary changes from affecting their strength. A geotechnical engineer will determine the parameters to be used in the structural design.

The modules will be arranged in 1-MW fields and up to 75 fields will be installed at the project site. A representative single-axis tracking system is presented in CUP Application Supplement Attachment B, Photo 2. Fixed-tilt systems typically have a galvanized or corrosion-resistant metal frame to hold the solar modules at a 20 to 30 degree tilt, as shown in CUP Application Supplement Attachment B, Photo 3. A.4.2 Field Inverters

Up to 80 field inverters will be needed for the project. The inverters will be placed outdoors in enclosures to attenuate noise and protect the equipment from the elements. An example inverter is shown in CUP Application Supplement Attachment B, Photo 4.

A.4.3 Field Transformers

Up to 80 field transformers will be required for the solar field arrays. The field transformers are approximately 8 feet by 6 feet and 8 feet in height. They may be contained within prefabricated cabinets that will rest on concrete pads. A typical transformer cabinet is presented in CUP Application Supplement Attachment B, Photo 5.

A.4.4 Electrical Conductors

Underground 34.5-kV electrical conductors will connect the solar array field transformers and the proposed BPA substation transformers. These will be installed in trenches along improved maintenance roads onsite at depths of 36 inches or greater (KCC, Chapter 12.24.040). Conductors will be direct burial or in a polyvinyl chloride (PVC) conduit. A photo of typical trenching for underground cables is included in CUP Application Supplement Attachment B, Photos 6 and 7.

Electrical conductors from the array field to the field inverters will be supported aboveground within the solar module framework and installed per National Electrical Code (NEC) standards.

A.4.5 Electrical Substation and Switchyard

A new electric primary transmission line dedicated to the project will be constructed to connect the proposed project substation to the existing BPA line. It has yet to be determined if certain elements of the line and substation will be owned and constructed by BPA, but for purpose of environmental review and this permit application, all elements of the line and the substation (up to the point of interconnection with BPA's existing transmission line) are

proposed as part of the project. The substation will be located in the southern part of the project site, to minimize the size of the associated transmission line. The substation will require a level, fenced area of approximately 6 acres. The 6-acre area will be graveled with no vegetation. The substation will contain a small control house, transformer(s), circuit breakers and switches, steel support structures, a dead-end tower structure, and overhead electrical bus work. The control house will be up to 16 feet high, 60 feet long, and 30 feet wide. The dead-end tower structure will be up to 120 feet high. Transformers and oil-filled equipment will be underlain with appropriate containment structures. The appearance of the substation will be similar to that of many other substations throughout the Pacific Northwest.

A.4.6 Operations and Maintenance (O&M) Building and SCADA System

A storage and O&M building will store spare parts (e.g., modules and fuses), testing equipment, and cleaning equipment. The building will be of cinderblock construction or pre-engineered with an overall footprint of approximately 1,000 square feet and will be located within the 6-acre fenced substation area.

A SCADA system will be installed within the substation boundary to collect operating and performance data from the TSR facilities, and provide remote operation of the solar panels. The SCADA system will be associated with the BPA-owned facilities (substation and transmission line). The fiber-optic cable system needed for the SCADA components will be determined by BPA and will be installed per BPA standards.

A.4.7 Overhead Interconnection Transmission Line

A new 345-kV transmission line is required to connect the new substation to the existing BPA line and up to 200 feet of clearance will be needed for the proposed overhead line. Similar to the substation, it has yet to be determined if certain elements of the line will be owned and constructed by BPA, but for purpose of environmental review and this permit application, all elements of the line and the substation (up to the point of interconnection with BPA's existing transmission line) are proposed as part of the project.. Therefore, TSR can not specify the exact placement of the overhead line and the transmission structures at this time. As illustrated on CUP Application Supplement Attachment A, Figure 4, TSR has delineated a 300 foot area within which the BPA transmission line could be sited. Of this 300-foot area, a maximum of 200 feet will be cleared for the transmission line. In April 2006, the North American Electric Reliability Corporation (NERC) issued mandatory standards that govern the height of vegetation

growing near certain high-voltage power lines. NERC is in charge of improving the reliability and management standards for electric transmission lines. NERC has authority over eight regional entities in North America, known as regional reliability organizations, which include all segments of the electric industry: investor-owned utilities; federal power agencies; rural electric cooperatives; state, municipal and provincial utilities; independent power producers; power marketers; and end-use customers. The regional entity that has jurisdiction over Washington State is the Western Electric Coordinating Council (WECC)(Puget Sound Energy Fact Sheet, 2007).

Along with the regional reliability organizations, NERC has the legal authority to enforce compliance with NERC reliability standards. NERC achieves compliance through a rigorous program of monitoring, audits and investigations, and the imposition of financial penalties and other enforcement actions for non-compliance (Puget Sound Energy Fact Sheet, 2007).

New NERC vegetation standards, effective June 2007, require utilities to actively manage vegetation in all transmission line corridors that operate at more than 200 kV. Vegetation that matures at a height of more than 15 feet must be removed from the areas underneath and beside transmission rights of way (ROW). These areas are known as the wire and border zones (Puget Sound Energy Fact Sheet, 2007). Per the BPA Business Plan Environmental Impact Statement (BPEIS, 1995), typical ROW widths for 230-kV transmission lines are 105 to 115 feet on either side of the line, for a total of 210 to 230 feet. Typical ROW widths for 500-kV transmission lines are 120 to 170 feet on either side of the line, for a total of 240 to 340 feet (BPEIS, 1995). Typical ROW widths for 345-kV lines are not outlined in the BPEIS.

A new BPA structure will be required to replace the existing lattice tower located within the BPA easement (see CUP Application Supplement Attachment A, Figure 4). The BPA replacement tower would reroute the three existing 345-kV power lines via an existing 200–foot-wide ROW within the leasehold through the substation and back to the replacement BPA tower. Two additional grounding lines may be required by BPA to bring the total number of power lines between the replacement tower and substation to eight. A visual simulation of the replacement tower is shown in Expanded SEPA Checklist Supplement, Attachment L, Potential Visual Impact Assessment) In addition to the replacement structure, two new transmission structures will be required to support the new transmission lines between the replacement BPA tower and the substation. New transmission structures are indicated on the site plan (see CUP Application

Supplement Attachment A, Figure 4) and will be steel monopole structures.

A.4.8 Access and Maintenance Roads

The site will be accessed via Kittitas County and private roads that interconnect with Highway 970. The major County access road is Red Bridge Road. Only the southern portion of this road will be used and no construction access or delivery vehicles will cross the Red Bridge. TSR has easement rights over Wiehl Road, a dedicated public road maintained privately and not by the County, and Loping Lane, a private road. Loping Lane is subject to several road use and cost-sharing agreements, and TSR will comply with any such applicable agreement. Additionally, TSR will work with neighbors who use Loping Lane to identify measures that will minimize disruption to their use during construction and to the roadway itself. TSR will videotape the conditions of the roads prior to construction to ensure the roads are returned to the same or better than conditions once the project is decommissioned. The project will be served internally by a network of existing and new maintenance roads. The existing maintenance roads will be widened and graveled, where necessary. The roads will be improved pursuant to County requirements and turnarounds adequate for fire protection service vehicles will be established.

Per the Kittitas County Code and roadway standards (KCC, Chapter 12.01.090), Wiehl Road and Loping Lane would likely be improved to 24–foot wide roads to allow vehicles in both directions to pass safely at the same time. These roads could be paved, with culverts or drainage ditches constructed along the shoulders to prevent water from collecting on the roadway surface. Water could be channelized into a detention pond or catchment area, where it would be slowly released back into the ground. The County road standards suggest asphalt concrete pavement for roads with grades exceeding 10 percent. Because Wiehl Road (between Red Bridge and Loping Lane) is fairly steep, paving would likely be recommended. An alternative to paving is using layers of crushed stone or gravel to level and stabilize the roadway. The gravel layer would likely need to be between 8 and 21 inches deep, depending on the topography of the existing road. The size of the gravel and the density of the layers would need to be determined during engineering. Although gravel roads would allow some drainage to occur on the roadway surface, drainage ditches or culverts would likely still be necessary to prevent water from collecting.

As set forth in the Draft DA, TSR will coordinate any improvements to these roads with the Kittitas County Public Works Department. CUP Application Supplement Attachment A,

Figure 3 shows the location of the access and maintenance roads in relation to the project site.

A.5 Permits and Authorizations

The table below outlines the permits and authorizations required to construct the proposed project.

Act/Law	Permit/Authorization	Permit Trigger	Agency/Contact
Federal Permits			
Section 404 Clean Water Act Compliance	Section 404—Nationwide Permit	May be required if road improvements impact wetlands along Loping Lane	U.S. Army Corps of Engineers
State Permits			
Historic Preservation Act Compliance	Section 106 Review	TSRs receiving a section 404 permit from the U.S. Army Corps must undergo a Section 106 review	WA Authority Delegated to State Department of Archaeology and Historic Preservation (DAHP)
State Environmental Policy Act	Chapter 197-11 Washington Administrative Code	Conditional use permit per Kittitas County	Authority Delegated to Kittitas County
Clean Water Act—Section 401 Compliance	Water Quality Certification	TSRs receiving a section 404 permit from the U.S. Army Corps are required to obtain a section 401 water quality certification	Washington Department of Ecology
National Pollutant Discharge Elimination System (NPDES)	General Construction Permit	Required for land disturbances greater than 1 acre	Washington Department of Ecology
Forest Practices Act (76.09 RCW)	Forest Practices Permit	Harvesting trees from onsite	Washington Department of Natural Resources (WDNR)
County Permits			
Land Use Review	Conditional Use Permit	Development occurring within Kittitas County	Kittitas County
Land Use Review	Development Agreement	Development occurring within Kittitas County	Kittitas County

Act/Law	Permit/Authorization	Permit Trigger	Agency/Contact
Land Use Review	Cultural Resources	Development occurring within Kittitas County	Kittitas County
Land Use Review	Stormwater	Development occurring within Kittitas County	Kittitas County
Land Use Review	Critical Areas Ordinance	Development occurring within Kittitas County	Kittitas County
Land Use Review	Construction Permit	Development occurring within Kittitas County	Kittitas County

A.6 Summary of Construction Activities and Components

Site preparation will consist of clearing the existing vegetation only in those areas where construction, grading, and road improvements will occur. Site preparation will be limited to maintenance roads, the O&M facility, the substation, and the solar facility. Once the site is prepared, and the materials are delivered to the staging areas within the cleared portion of the site, the installation of module foundations, field inverter pads and enclosures, field transformer pads, electrical conductors, substation switchyard foundation, overhead interconnection transmission line, and access and maintenance roads will begin. Materials and equipment used for the installation of the facilities are described in Section A.6.5, “Construction Materials and Equipment”.

A.6.1 Site Preparation

The project site will require clearing to address the potential for damage to the project from blown down trees, decreased power efficiency of the solar modules from shading, the risk of fire from fuel buildup within the project area, and the need to create a 100-foot firebreak along the project's perimeters as described below. To clear the site for installing the project, trees will be harvested within the project area on an as-needed basis for facilitating each construction phase of the project (see table above). Trees will generally be harvested to a stump level of 6 to 12 inches above ground level. TSR will obtain a permit from the Washington Department of Natural Resources (WDNR) and contract with a professional forester to harvest these trees in accordance with the Forest Practices Act (FPA). Because the bottoms of the solar modules will be approximately 3 feet above grade, any vegetation taller than 3 feet or expected to exceed 3 feet in height will be removed. Shrubs, grass, and groundcover will, to the maximum extent practicable, remain between rows and under the solar modules.

Trees within the 100-foot firebreak will be limbed up to 12 feet, as negotiated with Kittitas County Fire District 7. This minimizes the need to remove the entire tree, thus potentially decreasing the visual impact to nearby landowners. In addition, existing trees with a diameter base of 3 inches or greater will be replanted at a 3:1 ratio. Although there is no legal requirement for this mitigation, TSR is committed to undertaking efforts that will further the long-term sustainability of the land. These two measures will provide greater carbon sequestration, wildlife habitat, and soil stabilization opportunities than are currently available onsite. A more detailed discussion on vegetation management is included in Expanded SEPA Checklist Supplement, Attachment G, Vegetation Management Plan.

Construction equipment such as tractors, backhoes, loaders, dozers, and graders will be needed to clear brush and vegetation from the site as needed, and to grade roads and foundation locations. If the slope of the land is excessive, terracing, or retaining walls may be required.

A.6.2 Staging Areas

Staging areas for parts and materials such as solar modules, electric cable, and structural supports will be needed. These staging areas will be located in areas where solar arrays will eventually be constructed and will change location throughout the duration of the project. These will not add additional impact acreage to the project area and will not be permanent components of the project site. Staging will also occur near the O&M Building. Mobilization will last approximately 1 month during each phase of construction.

A.6.3 Construction Materials and Equipment

A concrete batch plant will not be located on site. Gravel and concrete for the project will be sourced in the Cle Elum area to the extent possible. Construction equipment such as backhoes, loaders, concrete trucks, and graders will likely be used. A crane may be necessary, but is typically not required.

A.6.3.1 Module Foundation Installation

Several module mounting types will be considered to best address the slope of land and soil stability at the project site. For example, large land areas with a slope toward the south are excellent for single-axis tracking systems (see Expanded SEPA Checklist Supplement Attachment J, Figure 4b). Land areas that are sloped to the east, southeast, west, or southwest

will not as easily accommodate single-axis tracking systems, and are better suited to a fixed-tilt mounting structure (see Expanded SEPA Checklist Supplement Attachment J, Figure 4c).

The foundations securing the solar modules will be designed to withstand high winds and snow loads. The site may have multiple foundation types to match the ground conditions and type of mounting structures used. The mounting-system support structures could consist of embedded posts, poles, or structural steel angle. The embedment could be completed via a vibratory drill or similar installation method to depths of approximately 8 feet. Pending final design, the solar module foundations will require site work and potential boring.

The posts will not be anchored unless a patch of bedrock is encountered during installation. The embedment could be completed via a vibratory drill or similar installation method to depths of approximately 8 feet. After the posts are installed, they are held in place by friction from the surrounding soil, without the use of concrete. Driven piles develop their strength by utilizing a definable skin friction between the pile and the soil. As the pile is forced into the ground, the displaced material compresses and that, in turn, creates the friction at the pile/soil interface. Piles are typically driven to a depth that prevents seasonal and temporary changes from affecting their strength. A geotechnical engineer will determine the parameters to be used in the structural design. Expanded SEPA Checklist Supplement Attachment J, Figure 4d illustrates the footing installation methods for both the fixed tilt and single axis panels.

No concrete will be used when installing the foundations for the modules.

For one type of single-axis support approach, 1,936 posts are needed for every megawatt of energy. If the entire 75 MWdc were to be installed with this mounting system, then approximately 145,200 posts would need to be set. If a fixed-tilt approach is used, up to 8,000 steel angles would be needed. The impervious surface associated with these structures is presented in more detail in Expanded SEPA Checklist Supplement, Attachment F, Hydrological Analysis.

Fixed-tilt systems typically have a galvanized or corrosion-resistant metal frame to hold the solar modules at a 20 to 30 degree tilt, as shown in CUP Application Supplement Attachment B, Photo 3.

Dependent upon weather conditions at the site, installation of foundations, trackers, and modules will occur over a period of approximately 7 to 9 months during two or three construction

seasons.

A.6.3.2 Field Inverter Pad and Enclosure Installation

Concrete use will be limited to the foundations for field inverters and field transformers, as well as the foundations for the substation buildings. Up to 80 field inverters will be needed for the project. A total of approximately 250 cubic yards of concrete, or 25 truck loads, will be needed for the 80 field inverter concrete pads.

Dependent upon weather conditions at the site, installation of field inverter pads and enclosures will occur over a period of approximately 5 to 6 months.

A.6.3.3 Field Transformer Pad Installation

Concrete use will be limited to the foundations for field inverters and field transformers, as well as the foundations for the substation buildings. A total of approximately 150 cubic yards of concrete, or 15 truck loads, will be needed for the 80 field transformer concrete pads. Dependent upon weather conditions at the site, installation of field transformer pads will occur over a period of approximately 5 to 6 months.

A.6.3.4 Electrical Conductor Installation

Underground 34.5-kV electrical conductors will connect the solar array field transformers and the proposed BPA substation transformers. These will be installed in trenches along improved maintenance roads onsite at depths of 36 inches or greater (KCC, Chapter 12.24.040). Conductors will be direct burial or in a polyvinyl chloride (PVC) conduit.

Electrical conductors from the array field to the field inverters will be supported aboveground within the solar module framework and installed per NEC standards. Photos of typical trenching for underground cables is included in CUP Application Supplement Attachment B, Photos 6 and 7.

A.6.3.5 Substation and Switchyard Foundation Installation

The substation will require an area of approximately 6 acres. The substation consists of a steel support structure that is 15 to 20 feet tall. The substation will be surrounded by a cyclone fence that is approximately 10 feet tall. The substation will include a small, enclosed, air conditioned control building, approximately 1,000 square feet in area.

Approximately 135 truckloads of concrete will be necessary for the substation foundations and associated facilities. The concrete necessary for the substation includes 70 yards for the BPA control building (7 trucks), 40 yards for the switchgear buildings (4 trucks), 50 yards for the operations and maintenance building (5 trucks), 660 yards for the dead-end towers and overhead transmission line support structures (66 trucks), and 530 yards for the substation electrical equipment, including transformer, breakers, switches, and overhead bus foundations (53 trucks).

A.6.3.6 Overhead Interconnection Transmission Line Installation

Pending location of the substation, overhead electrical distribution lines may be required to connect the substation with BPA's transmission line. Two new structures supporting the overhead lines will be required from the facility to the substation and will be approximately spaced as indicated in the site plan. Spans between structures can range from 1,000 to 1,200 feet.

A.6.3.7 Access and Maintenance Road Installation

A network of existing and new maintenance roads will serve the project internally. The existing maintenance roads will be widened and graveled, where necessary. Approximately 751,000 square feet of roadway may require gravel surfacing improvements. These improved roadways will be approximately 8 inches deep, and will require up to 1,900 truckloads of gravel.

Paths for new maintenance roadways will be cut from existing grades. At least half of the cut material will be spread out on site. The remaining amount of cut earthwork will be hauled off-site in approximately 950 truckloads. The roads will be improved pursuant to County requirements and turnarounds adequate for fire protection service vehicles will be established.

A.6.4 Transportation and Traffic

Materials for the project (e.g., solar modules, supporting racks, foundation materials, electrical gear) will be brought to the site by truck. The trucks will travel on Interstate 90 (I 90) and access Highway 970 by way of County roads such as Red Bridge Road (see CUP Application Supplement Attachment A, Figure 3), private roads such as Loping Lane, and public roads that are privately maintained such as Wiehl Road. An existing network of maintenance roads will provide Road service within the project area, although new maintenance roads or segments may be necessary. Road improvements will be conducted as needed, and are

anticipated to include upgrades to local gravel and dirt roads as discussed above in Section A.6.1. Road improvements are further addressed in the DA with Kittitas County. For further discussion of traffic impacts, see the Expanded SEPA Checklist Supplement, Attachment I, Transportation Road Plan.

A.6.5 Employment

A typical construction workforce for a multiple-megawatt solar facility consists of between 200 and 450 full-time workers during the construction period. Typically, 100 to 150 workers are involved in the site prep, and 100 to 150 are involved in installing the module footings. When the solar installation begins, the workload will peak, and will likely remain at between 300 and 450 workers for a period of up to 27 months (two to three 7- to 9-month construction seasons). Workers could be brought in by vanpool or bus. Workers will stay at local hotels and motels, as described in the Housing section of the Expanded SEPA Checklist Supplement. Security crews will likely consist of up to eight workers. In addition, access control in the form of an electric gate with an associated keypad security code for entry will be installed.

A.6.6 Safety and Fire Protection

The fire protection needs of the site are currently served by WDNR. After the project is constructed, the site will likely be served by the Kittitas County Fire District 7, under a contractual agreement with TSR (see Expanded SEPA Checklist Supplement, Attachment M, Fire Protection Agreement). Further, the project will be bordered by a firebreak no less than 100 feet wide. Should the construction of the project require supplemental fire protection services, TSR will work with Kittitas County Fire District 7 to ensure that suitable fire suppression services are in place during the construction and ongoing operations of the project. Separate safety or fire protection systems will not be required at the site. Basic safety and fire protection equipment such as fire extinguishers, personal protective equipment, and other equipment as determined by the site’s safety and emergency response plan can be stored in the O&M equipment storage building.

Police protection of the proposed project area is provided by the County's Sheriff's Office. The construction contractor will notify the fire protection and police services of staging and active construction locations so these services can respond efficiently to emergencies, should any arise.

A.6.7 Water Use

Water will be needed for activities such as dust control and module cleaning. TSR proposes to truck in water from the Cle Elum area or elsewhere. Subject to any restrictions imposed by the County or Washington Department of Ecology (Ecology), an alternative approach would be to establish a groundwater well onsite. For initial project permitting, it is assumed that water will be trucked to the site.

A.6.8 Sewer and Solid Waste

Sewer services are not anticipated. Portable toilets will be placed onsite during construction. The onsite toilets will require regular service visits.

A.7 Summary of O&M Activities and Components

Photovoltaic power plants typically have low O&M requirements. During the life of the plant, there will be regular O&M site activity. The actual O&M requirements will be determined by the specific plant components.

A.7.1 Materials and Equipment

A storage and O&M building will store spare parts (e.g., modules and fuses), equipment testing equipment, and cleaning equipment. The building will be constructed on site or pre-engineered in accordance with local and state building codes and it will have an overall footprint of approximately 1,000 square feet.

A.7.2 Transportation and Traffic

Routine vehicular traffic will occur along the site access roads and any maintenance roads within the PV array. One to two small to medium-duty pickup trucks will be required. Larger delivery trucks occasionally may be required if major equipment is in need of replacement such as structural elements, inverters, or large quantities of PV modules (not likely).

A.7.3 Employment

Personnel for system monitoring, maintenance, and troubleshooting will likely be needed on site. The staff will work out of the O&M building and make frequent trips to the facility by way

of passenger pickup truck or off-road vehicle. If issues regarding plant performance are detected, additional troubleshooting or maintenance may be required through special visits from vendors or specialty technicians.

A.7.4 Maintenance Activities

Routine onsite activities will consist of maintaining vegetation so that it does not interfere with operation of the plant (as often as weekly during periods of high rain and growth), and cleaning the solar modules of dirt and debris. Routine weed control will be required to ensure vegetation growth does not interfere with the operation of any equipment. For more details on noxious weed control, see Expanded SEPA Checklist Supplement Attachment G, Vegetation Mitigation Plan. The frequency of visits will be determined by the growth rate and density of the vegetation left on the site once construction is complete. In a heavily vegetated area such as the proposed site, it is not anticipated that cleaning will be required on a weekly basis (as it would be in a desert environment). The firebreak will require periodic monitoring and clearing to remove vegetation buildup. It is anticipated that additional personnel may be required to monitor and secure the site.

In addition to maintaining the vegetation on site during project operations, TSR has committed to maintenance and operation of Wiehl and Loping during all seasons. That includes winter plowing of these roads.

A.7.5 Safety and Fire Protection

As previously discussed, separate safety or fire protection systems will not be required at the site. TSR will create and maintain a firebreak of no less than 100 feet between all outer edges of the project site and adjacent property lines. Basic safety and fire protection equipment such as fire extinguishers, personal protective equipment, and other equipment as determined by the site’s safety and emergency response plan can be stored in the O&M equipment storage building.

A copy of the contractual agreement between TSR and Kittitas County Fire District 7 is included as Attachment M to the Expanded SEPA Checklist Supplement.

Police protection of the proposed project area is provided by the County's Sheriff's Office. During the operational phase, TSR will contact fire protection and police services in the event of an emergency.

A.7.6 Water Use

The solar modules must be kept clear from dirt and debris, the presence of which can affect the performance of the PV plant. Because the proposed site is heavily vegetated and has sufficient rainfall, it is not anticipated that monthly washing will be required. Annual cleaning may be recommended based on soiling conditions. It may be possible to use special brushes in lieu of water to remove any dirt that accumulates on the solar modules. However, if it is determined that water is required for cleaning the solar modules or other purposes, a water tanker truck could be brought onsite to fill portable canisters with water to be used throughout the PV array.

A.7.7 Sewer and Solid Waste

Sewer services are not anticipated. If necessary, portable toilets can be placed onsite. Onsite toilets would require regular service visits.

A.8 Decommissioning and Site Restoration

In the event TSR decides to terminate operation of the project, the project will be decommissioned and the site will be restored.

At least 30 days prior to construction of the project, TSR will provide to the County for its approval an Initial Project Decommissioning and Site Restoration Plan (the “Initial Plan”), prepared in sufficient detail to identify, evaluate, and resolve all major environmental impacts, costs, and public health and safety issues reasonably anticipated by TSR at that time associated with decommissioning and restoring the project site. The Initial Plan will describe the measures that will be taken to decommission the project and restore the project site, including any measures necessary to protect the public against risks or danger resulting from decommissioning the project and restoring the project site.

Ninety days prior to decommissioning the project site, TSR shall submit a Final Project Decommissioning and Site Restoration Plan (“Final Plan”) to the County for its approval. The Final Plan may contain measures to decommission the project and restore the project site different than the Initial Plan, provided that TSR explains in sufficient detail the reasons for any new or substantially different measures.

Subject to the Initial and Final Plans, decommissioning the project shall involve removal of the project’s components, including the solar panels, panel trackers, anchors, supports and

mounts, inverter buildings, electrical conductors, substation, the O&M building, and any foundations or permanently fixed anchors to a depth of 3 feet below grade; the re-grading of any areas significantly impacted by the removal of any components; and removal of project maintenance roads and overhead cables (except for any roads, buildings, and/or power cables that project area landowners wish to retain) (all of which shall comprise "Decommissioning"). The Initial and Final Plans shall contain the measures necessary to fulfill TSR's Decommissioning obligations.

Restoration of the project site shall be to a reasonable approximation of its original condition prior to construction allowing for any permanent improvements chosen by the underlying landowners to be left on site. Restoration procedures would be based on site-specific requirements and forest management techniques commonly employed at the time the area is to be reclaimed, and would include regrading, adding topsoil, and replanting of all disturbed areas with an approved seed mixture (all of which shall comprise "Restoration"). Decommissioned roads would be reclaimed or left in place. The Initial and Final Plans shall contain the measures necessary to fulfill TSR's Restoration obligations.

Decommissioning the project and restoring the project site will occur within 12 months following the earlier of either terminating the Agreement or when the project is no longer in substantive operation. However, if the project stops generating electricity due to force majeure, mechanical breakdown, or malfunction, TSR may repair rather than decommission the affected project component(s).

Prior to commencing construction, TSR will post a bond or letter of credit in favor of the County to cover decommissioning costs. The initial amount of the bond or letter of credit will be set forth in the Initial Plan. If the project were terminated, the necessary authorization from any appropriate regulatory agencies would be obtained to decommission the project and restore the project site in accordance with the approved Final Plan.

As set forth in the Initial and Final Plans, aboveground facilities would be removed from the site, and unsalvageable material would be disposed of at authorized sites.

Decommissioning would consist of removing aboveground equipment, such as inverters, substations, and their associated foundations, to a depth of 3 feet below grade. Any foundations below 3 feet would remain. The ground surface would be regraded to natural contours and revegetated to a natural condition. For several years after decommissioning, site disturbance

would likely be visible upon close examination and the visual impacts of those aboveground elements that are not removed would remain. During the decommissioning process, similar impacts to those experienced during construction would occur but to a lesser extent because less construction material would likely be removed than was delivered to the project site. To avoid environmental damage and unnecessary land disturbance, underground collector cables likely would be retired in place, and any building or structural foundations would be removed to a depth of approximately 3 feet below grade, with the remainder likely retired in place. Decommissioned roads would be reclaimed or left in place. The soil surface would be restored as close as reasonably possible to its original condition. The Initial and Final Plans shall be prepared in sufficient detail to identify, evaluate, and resolve all major environmental impacts, costs, and public health and safety issues associated with decommissioning and restoring the project site. Accordingly, no significant unavoidable adverse environmental impacts, including those to rare or sensitive plants or animals from construction, operation, decommissioning, or restoration of the proposed project are expected.

ATTACHMENT B: PROJECT AREA LEGAL DESCRIPTION

ATTACHMENT C: SEPA DETERMINATION

ATTACHMENT D: CONDITIONAL USE PERMIT