BEFORE THE STATE OF WASHINGTON
ENERGY FACILITY SITE EVALUATION COUNCIL

In the Matter of Application No. 2004-01:
WIND RIDGE POWER PARTNERS, LLC;
WILD HORSE WIND POWER PROJECT

STIPULATION AND SETTLEMENT AGREEMENT BETWEEN APPLICANT AND KITTITAS COUNTY

A. Parties

Wind Ridge Power Partners, LLC is seeking a Site Certification Agreement (SCA) from the Energy Facility Site Evaluation Council (EFSEC) to construct and operate the proposed Wild Horse Wind Power Project located within Kittitas County.

Kittitas County is a governmental subdivision of the State of Washington and is the county in which the Wild Horse Wind Power Project is being sited. Kittitas County has intervened as a party to these proceedings.

B. Purpose and Intent

This stipulation resolves all issues Kittitas County may have regarding the project and any potential future participation in this contested case process.

C. Resolution of Issues

SETTLEMENT AND STIPULATION
KITTITAS COUNTY

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By execution of this Agreement, Kittitas County stipulates that said application is deemed consistent with Kittitas County applicable land use laws as required by RCW 80.50.090(2) and .100, and the rules and regulations of the Energy Facilities Site Evaluation Council, WAC Ch. 463-26, including the County’s Growth Management Act Comprehensive Land Use Plan and implementing development regulations. The parties acknowledge that it has an *ex officio* a member of EFSEC for the purposes of approving the Project application and that nothing in this agreement in any manner whatsoever binds or restricts such member from exercising his or her responsibilities as an EFSEC member in his or her full discretion.

The parties have entered into a Development Agreement pursuant to the Kittitas County land use process for siting of wind farms in Kittitas County. That Development Agreement is attached as Exhibit A hereto, and incorporated by reference herein as if fully set out. The Applicant stipulates that the Project shall be developed pursuant to the terms of Development agreement and the parties agree that those terms should be incorporated into the SCA.

The parties further agree Kittitas County will provide plan review and construction inspection services on behalf of and pursuant to an inter-local agreement with EFSEC, except those related to electrical inspection, which will be carried out by the Washington State Department of Labor and Industries. The Applicant agrees to pay for the plan review and inspection fees as set out in Exhibit A.

The parties understand this Agreement is subject to review and approval by EFSEC.

The parties shall cooperate in submitting this Agreement promptly to ESFEC for acceptance, and shall support adoption of this Agreement in proceedings before EFSEC, through testimony or briefing, as resolution of the issues included within this Agreement. No Party to this Agreement,
or its agents, employees, consultants or attorneys will engage in any advocacy contrary to 
EFSEC’s adoption of this Agreement as resolution of the issues included within this Agreement. 
Each Party shall make available a witness or witnesses in support of this Agreement, if a hearing 
is determined necessary by EFSEC. To the extent that any pre-filed testimony of any Party’s 
witness conflicts with the terms of this Agreement, the Parties agree that the terms of this 
Agreement supersede the recommendation in that Party’s testimony.

D. Withdrawal of Objections

Therefore, based on this Agreement, Kittitas County stipulates to the withdrawal from the 
adjudicative hearing upon acceptance of this stipulation by EFSEC.

DATED: 3/7/05

Wind Ridge Power Partners, LLC

By: Darrel L. Peeples
Attorney for Wind Ridge Power Partners, LLC

Kittitas County

By: James Hurson
Attorney for Intervener Kittitas County

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