



## MITIGATION AGREEMENT

THIS AGREEMENT is made between Glen M. Phillips and the State of Washington Department of Game. This is a real covenant entered into so as to bind the parties, assignees or purchasers.

Glen M. Phillips proposes to develop and operate a small hydro project (FERC No. 5118-001) on Big Sheep Creek a tributary of the Columbia River in Stevens County. The location of the Project is set forth in a map, Exhibit B, attached hereto and incorporated herein. The Project is located in the NE $\frac{1}{4}$  and NW $\frac{1}{4}$  sections of the SW $\frac{1}{4}$  section of Section 24, Township 40N, Range 39E. The Project consists of: (1) a 6-foot high diversion structure; (2) a 20-foot-wide, 5-foot-deep and 500-foot-long diversion canal; (3) a 700-foot-long, 48-inch diameter penstock; (4) a 700-foot-long, 54-inch diameter penstock; (5) a powerhouse containing two turbines (total installed capacity of 4,000 kw) and (6) a 1000-foot-long, 12.5 kv transmission line.

The Washington State Department of Game has the responsibility to preserve, protect, and perpetuate fish and wildlife resources in the State of Washington. Through this agreement, the Department also implements it's responsibility under the Fish and Wildlife Coordination Act, 16 USC Section 661, et seq., to report to the Corps of Engineers regarding appropriate measures for mitigating the adverse impacts of this Project on the fish and wildlife it is its duty to protect.

The impacts of this Project upon the fish and wildlife resources, their habitat, and fishing and other wildlife recreational activity, have been identified. Appropriate mitigation measures have been identified by the Department. This document memorializes the agreement of the parties hereto with respect to mitigation measures which have been agreed upon. These measures are set forth below.

Glenn M. Phillips desires to protect and enhance fish and wildlife resources of Big Sheep Creek. The purpose of this agreement is to memorialize an agreement between Glenn M. Phillips, the Department of Game, and any other signatories concerning protection and enhancement of fish and wildlife resources required under the Fish and Wildlife Coordination Act, 16 USC, SS 661, et seq., for the development and operation of Big Sheep Creek hydro-electric project.

The agreement between Glenn M. Phillips, the Department of Game, and any other signatories consists of the following elements.

FISHERIES MITIGATION:

1. Glenn M. Phillips agrees to provide funds to the Department of Game to annually raise and release 5,000 fingerling trout of size 100/lb. (50/lbs.) in Big Sheep Creek. The Department of Game states that its current cost of raising trout to a size of 100/lb. is \$6.03/lb.; and that the current cost of 50 lbs. of trout released is \$301.50 annually (50 lbs. x \$6.03/lb. = \$301.50 approximately). This cost agreement shall be in effect for a period of 10 years.
2. Glenn M. Phillips agrees to pay to the Department of Game \$3,015 in lump sum (\$301.50/year x 10 years = \$3,015) upon enactment of this agreement. In return, the Department of Game will raise and release 50 lbs. of 100/lb. trout in Big Sheep Creek in each of 10 consecutive years.
3. At the end of each 10 year period, Glenn M. Phillips and the Department of Game agree to review the cost to the Department of raising and releasing 5,000 fingerling trout. The Agreement for each succeeding 10 year period shall be 50 lbs. of trout of 100/lb. size per year, but at the estimated average annual cost the Department expects it will experience in the next 10 years.

In the event that the Big Sheep Creek hydro-electric project is not operated for an undetermined time within a 10 year period, Glenn M. Phillips agrees to continue this Agreement to the termination of the 10 year period then in effect.

4. In the event that the Big Sheep Creek hydro-electric project ceases permanent operation, this agreement shall be terminated when Glenn M. Phillips provides written notice of such to the Department of Game.
5. The Department of Game agrees to the minimum instream flow in the project by-pass reach of 13 c.f.s. or natural flow, whichever is less, to protect resident fish.

This agreement is in addition to and in no way exempts terms and conditions set through the FERC process.

This agreement shall be effective as of the date of execution by all parties and shall continue in full force and affect so long as any part of the hydro-electric project shall continue to be used for generation of electricity or other purposes. It shall also continue so long as this project is so used by Glenn M. Phillips or his successor or assigns.

ACCEPTED AND APPROVED:

Washington Department of Game

1-5-84  
Date

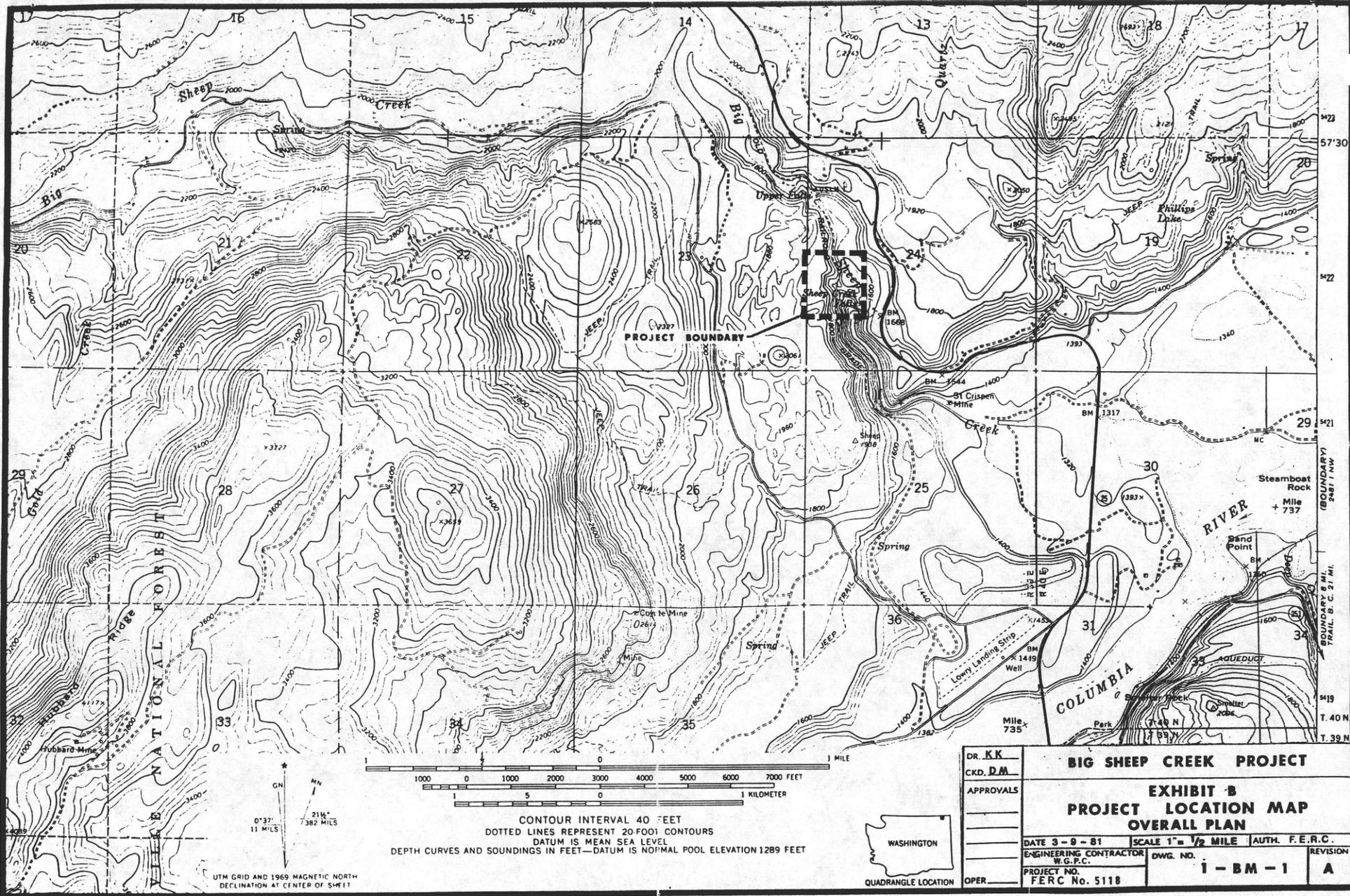
Glenn M. Phillips, Project Sponsor

Nov 18 1983  
Date

APPROVED AS TO FORM:

Paul S. Majkut  
Assistant Attorney General

Dated: December 12, 1983



CONTOUR INTERVAL 40 FEET  
 DOTTED LINES REPRESENT 20-FOOT CONTOURS  
 DATUM IS MEAN SEA LEVEL  
 DEPTH CURVES AND SOUNDINGS IN FEET—DATUM IS NORMAL POOL ELEVATION 1289 FEET



DR. KK  
 CKD. DM  
 APPROVALS  
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**BIG SHEEP CREEK PROJECT**

**EXHIBIT B  
 PROJECT LOCATION MAP  
 OVERALL PLAN**

DATE 3-9-81	SCALE 1" = 1/2 MILE	AUTH. F.E.R.C.
ENGINEERING CONTRACTOR W.G.P.C.	DWG. NO.	REVISION
PROJECT NO. FERC No. 5118	<b>I - BM - 1</b>	
		<b>A</b>

UTM GRID AND 1969 MAGNETIC NORTH  
 DECLINATION AT CENTER OF SHEET

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Washington Department of Game

1-5-84  
Date

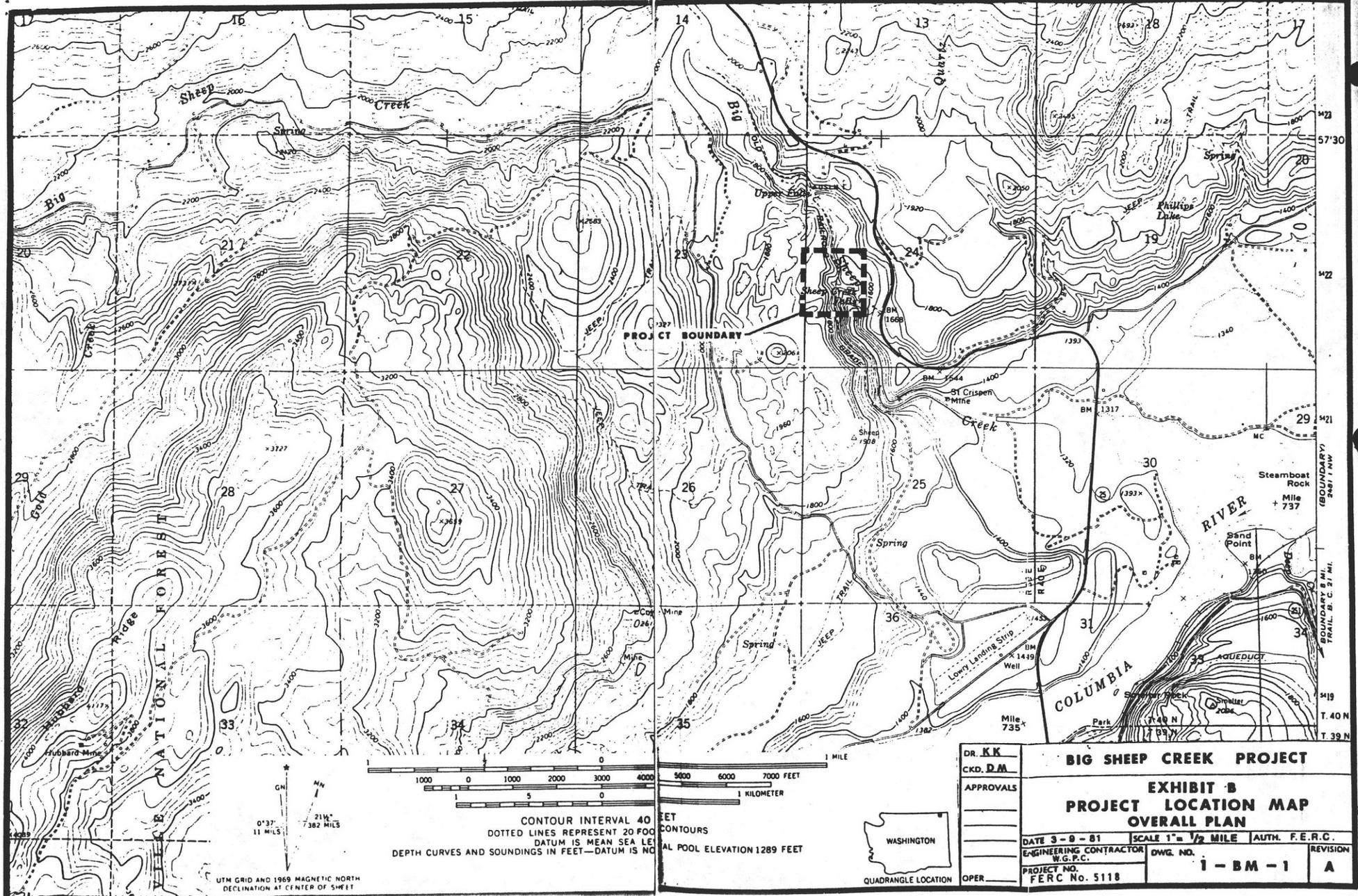
  
Glenn M. Phillips, Project Sponsor

Nov 18 1983  
Date

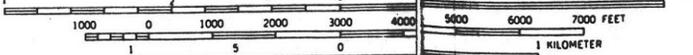
APPROVED AS TO FORM:

  
Paul S. Majkut  
Assistant Attorney General

Dated: December 12, 1983



UTM GRID AND 1969 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET



CONTOUR INTERVAL 40 FEET  
 DOTTED LINES REPRESENT 20 FOOT CONTOURS  
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DR. KK  
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 APPROVALS  
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<b>BIG SHEEP CREEK PROJECT</b>		
<b>EXHIBIT B</b>		
<b>PROJECT LOCATION MAP</b>		
<b>OVERALL PLAN</b>		
DATE 3-9-81	SCALE 1" = 1/2 MILE	AUTH. F.E.R.C.
ENGINEERING CONTRACTOR W.G.P.C.	DWG. NO.	REVISION
PROJECT NO. FERC No. 5118	<b>1 - BM - 1</b>	<b>A</b>



HYDRAULIC PROJECT

APPROVAL

(R.C.W. 75.20.100)
(R.C.W. 75.20.103)

DEPARTMENT OF WILDLIFE
600 CAPITOL WAY N.
OLYMPIA WASHINGTON 98501-1091
(206) 753-5897

4 October 19, 1992
(applicant should refer to this date in all correspondence)

PAGE 1 OF 2 PAGES

Form with fields for Applicant Name (Pullman, City of), Contact Phone (509) 334-4555, Control Number 01-85203-01, Street (P.O. Box 249), City (Pullman), State (WA), ZIP (99163), Water (Trib Little Almota Creek), Tributary (Snake River), Quarter (SECTION NW), Section (33), Township (15N), Range (43E), County (Whitman), Type of Project (Pond Construction).

TIME LIMITATIONS: 5 THIS PROJECT MAY BEGIN October 19, 1992 6 AND MUST BE COMPLETED BY December 31, 1993

THIS APPROVAL IS TO BE AVAILABLE ON THE JOB SITE AT ALL TIMES AND ITS PROVISIONS FOLLOWED BY THE PERMITTEE AND OPERATOR PERFORMING THE WORK.

SEE IMPORTANT GENERAL PROVISIONS ON REVERSE SIDE THAT ARE ALSO PART OF THIS APPROVAL.

Note: This project is being constructed as mitigation for lost stream and wetland habitat associated with the Dry Fork Creek culverting project (HPA #79900, 9/27/90).

- 1. Within 48 hours of starting this project, contact Steve Dauma at (509) 397-2906.
2. Work shall substantially conform to plans and specifications submitted to the Department of Wildlife with the Hydraulic Project Application except as modified by this approval.
3. Within 72 hours of completing this project, contact Mark Grandstaff for compliance inspection at the Department of Wildlife regional office, N. 8702 Division Street, Spokane, Washington 99218, (509) 456-4082 or (509) 529-0260.

DESIGN:

- 4. Under no circumstances is there to be created a block to stream flow or fish passage.
5. Ponds shall be designed and constructed so the outflow temperature is not harmful to fish life.

SEPA: DNS, City of Pullman, October 1992
HABITAT BIOLOGIST: Mark Grandstaff (509) 529-0260
AGENT: Steve Dauma, Rick Webb P1
APPLICANT - FISHERIES - AGENT - INVESTIGATOR - REGION - OLYMPIA:

DEPARTMENT OF WILDLIFE

Signature of Steve Dauma, Director

HYDRAULIC PROJECT

APPROVAL

4 October 19, 1992

(applicant should refer to this date in all correspondence)

PAGE 2 OF 2 PAGES

10. APPLICANT NAME  
Pullman, City of

1. CONTROL NUMBER  
01-35203-01

EQUIPMENT LIMITATIONS:

6. The use of equipment within the ordinary high water line shall be held to an absolute minimum.

OPERATION:

7. Deleterious material such as fresh cement, concrete, lime, petroleum products, chemicals, etc., shall not be allowed to enter the water.
8. Erosion control methods shall be utilized to prevent siltation. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, quarry spalls, check dams, and immediate mulching of exposed areas.
9. Extreme care shall be taken not to disturb, damage, or destroy any of the existing trees, brush, shrubs, grasses or other streamside vegetation.
10. Initial filling of the pond shall occur during a high flow period. Fifty percent of the flow shall be maintained within the watercourse during initial filling of the pond.
11. Prior to the initial filling, all disturbed banks shall be re-vegetated or otherwise protected to prevent erosion.

SITE RESTORATION:

12. All earth areas adjacent to the watercourse which have been denuded, exposed or disturbed by this project are to be replanted to suitable vegetative cover according to department specifications, in order to prevent erosion and to protect fish life.
13. All waste material such as construction debris, silt, excess dirt or overburden resulting from this project are to be deposited above the limits of flood water and planted with vegetative cover to prevent future erosion.

LOCATION: Almota Creek west of Pullman



# HYDRAULIC PROJECT APPLICATION

(R.C.W. 75.20.100)  
(R.C.W. 75.20.103)

RECEIVED

JUN 9 1992

HABITAT MGMT



DEPARTMENT OF WILDLIFE

600 Capitol Way North  
Olympia, Washington 98501-1091  
(206) 753-5897

PLEASE PRINT OR TYPE

**DO NOT WRITE IN SHADED AREA**

DEPARTMENT OF FISHERIE

General Admin. Bldg.  
Olympia, Washington 98504  
(206) 753-6650

10 LAST NAME City of Pullman by		FIRST Mark Workman		18 CONTACT PHONE(S) 509-334-4555		1 CONTROL NUMBER	
19 STREET OR RURAL ROUTE P.O. Box 249						7	
CITY Pullman		STATE WA		ZIP 99163		14 15	
12 WATER Un-named intermittent spring						11 TYPE OF PROJECT Spring development	
TRIBUTARY TO Little Almota Creek		SECTION 28		TOWNSHIP 15N		RANGE (E-W) 43E	
13 QUARTER SECTION SW NW		SECTION 28		TOWNSHIP 15N		RANGE (E-W) 43E	
		33		Whitman		and pond creation	

16 DESCRIPTION OF OVERALL PROJECT, SPECIFIC WORK WITHIN THE ORDINARY HIGH WATER LINE, AND PLANS FOR THE PROTECTION OF FISH LIFE

Develop an existing intermittent spring and remove existing windfalls and leaftrees, excavate an area approximately 1/3 acre in size, approximately 3 feet deep, and construct an earthen berm with overflow pipe to create a pond. Plant transition conifers and leaftrees, shrubs, and grasses around the created pond.

PROPOSED STARTING DATE November 16, 1992	PROPOSED FINISHING DATE November 16, 1993
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20 SEPA LEAD AGENCY, DETERMINATION, AND DATE OF DETERMINATION  
City of Pullman, Non-significant, October 13, 1992

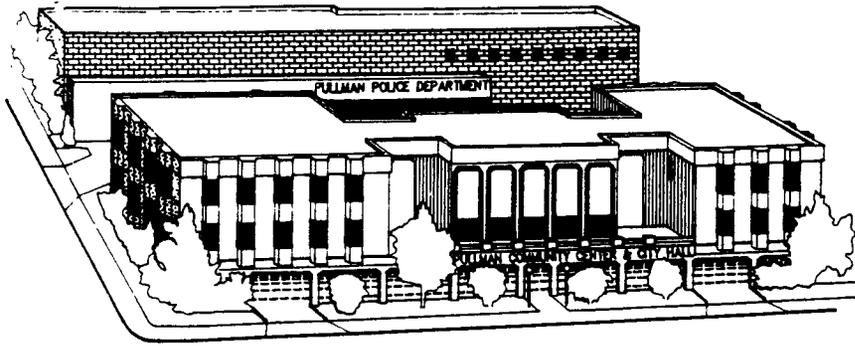
21 OTHER PERMITS

IT IS UNDERSTOOD THAT NO WORK WILL BE STARTED UNTIL A SIGNED APPROVAL IS RECEIVED

SIGNATURE: *Mark Workman* DATE: 10/12/92

TIME LIMITATIONS:

*FILE OLY PULLM-F94*



CITY  
OF  
PULLMAN

P.O. Box 249, Pullman, WA 99163-0249  
(509) 334-4555 FAX (509) 334-2751

October 12, 1992

Mark Grandstaff  
Rt 3, Box 350  
Dayton, WA 99328

RE: Wetland Enhancement Project No. 2

Dear Mr. Grandstaff:

Enclosed is a Hydraulic Project Application for the city of Pullman's referenced project. A copy of our agreement with the owner of the property upon which this project is being constructed is also enclosed to provide further description of the work to be performed.

Sincerely,

*Mark Workman*

MARK WORKMAN  
City Engineer

nc

Enclosures

FILED FOR RECORD  
REQUEST OF *City of Pullman*

JUL 27 1992

8:50 A.M.  
JAMES R. SPY, COUNTY AUDITOR  
PULLMAN COUNTY, WASH.  
16 DEPUTY *Don South*

WETLAND ENHANCEMENT AGREEMENT

RECITALS

WHEREAS, the City of Pullman as part of City of Pullman Contract No. 90-06, caused to be constructed approximately 730 feet of arch culvert on the east side of Grand Avenue south of Rocky Way to convey Dry Fork Creek, primarily to allow the construction of a sidewalk along this section of Grand Avenue; and,

WHEREAS, as a condition of receiving approval for the issuance of a hydraulic permit from the State of Washington Department of Wildlife, the City was required to develop mitigation proposals as more specifically set forth in City of Pullman Resolution No. R-83-90; and,

WHEREAS, proposals have been submitted and a Mitigation Plan has been agreed to by the City of Pullman and the State of Washington Department of Wildlife; and,

WHEREAS, the aforementioned agreed Mitigation Plan would, if effected, require that the City of Pullman mitigate the impacts caused by City of Pullman Contract No. 90-06 on land presently owned by Alan J. Davis; and,

WHEREAS, Alan J. Davis is ready, willing, and able to participate in said Mitigation Plan; now, therefore,

FOR AND IN CONSIDERATION of the covenants and promises hereafter set forth the City of Pullman, a municipal corporation of the state of Washington (hereinafter referred to as the "City") and Alan J. Davis, a married person dealing in his separate property (hereinafter referred to as the "Owner"), DO HEREBY AGREE AS FOLLOWS, TO-WIT:

OPERATIVE PROVISIONS

## I. Scope of Work

Owner will cause improvements to be constructed on his property as detailed in a document titled Mitigation Proposal, Alternate 2 dated April 1991, a copy of which is attached hereto as "Exhibit A" and hereby made a part of this Agreement and drawings titled Wetland Enhancement Project No. 2, a copy of which is attached hereto as "Exhibit B" and hereby made a part of this Agreement. The work to be performed includes the following:

- A. Remove and dispose of existing trees and windfalls in the project area. Disposal will be by burning and/or burying on the east side of the project site.
- B. Excavation of the pond area to a depth approximately 3 feet below existing grade. Large stumps may be left in place.
- C. Installation of an earth berm and two 12-inch diameter corrugated metal pipe culverts to create a pond at least 4 feet deep.
- D. Cut off the large stumps not removed to within at least 18 inches of the excavated pond surface.
- E. Develop the spring area by excavating and backfilling with open-graded drain rock.
- F. Install a 2-inch diameter polyethylene pipe from the spring drain rock to a water trough and from the trough to the pond area.
- G. Plant trees, shrubs, and grasses in the project area.

## II. Project Area

The project area is as shown on "Exhibit B" and is more particularly described as follows:

A portion of a tract owned by Alan J. Davis recorded under Microfilm No. 515723, records of Whitman County, State of Washington, situated in the northeast quarter of the northwest quarter of Section 33, Tier 15 North, Range 43 East, W.M., located in said Whitman County, and being further described as follows, to wit:

Beginning at the northwest corner of said Section 33, and running then N. 89°09'44" W. along the north line of said Section 33 a distance of 485.51 feet to the east line of said Davis tract; then S. 28°41'17" W. 901.39 feet to a point on the easterly right-of-way line (ROW) of County Road Number 8370, which point is the TRUE POINT OF BEGINNING; then N. 73°56' E. 165.48 feet; then N. 17°45' E. 389.72 feet; then N. 72°15' W. 215.77 feet to a point on the east ROW of said County Road, which point is on a circular curve of 333.19-foot radius; then southerly 90.71 feet along a curve right through a central angle of 15°35'55" and along said east ROW to a point of tangency [chord = S. 7°49'39" W. 90.43 feet]; then S. 15°37'56" W. 225.56 feet along said ROW to a tangent point on a circular curve of 321.45-foot radius; then southerly 178.22 feet along a curve to the left through a central angle of 31°45'57" [chord = S. 0°15'02" E. 175.94 feet] and along said east ROW to the true point of beginning of the land herein described.

## III. Maintenance

Routine maintenance of the developed pond to include silt removal, berm repair, and culvert cleaning will be performed by Owner. In the event of a catastrophic

runoff depositing silt to a depth of one foot or greater, the City agrees to provide the equipment and operator necessary to re-excavate the pond.

IV. Financial Responsibility

City will pay up to the sum of \$8,500 for the costs to hire men and equipment to accomplish items A, B, C, and D of Section I. City will also pay up to the sum of \$1,800 for plant material and seed to accomplish item G of Section I.

V. Inspection

The City will inspect the construction of the project for general conformance with this document. To assure establishment of plant material and compliance with maintenance requirements, the City will inspect the site one year after construction completion and annually thereafter for a total period of four years. Corrective or maintenance work identified by City inspections shall be performed by Owner in a timely manner. Work performed in the project area following the term of this Agreement shall be in conformance with standard Washington Department of Wildlife regulations.

VI. Permits

To the extent practicable, the City will be responsible for obtaining all required permits. The Owner will assist in this task as necessary.

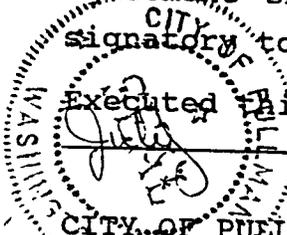
VII. Duration of Agreement

This Agreement shall remain in effect until the final City inspection noted in Section V has been performed and all repairs required as a result of said inspection have been made.

VIII. Recording

The City shall cause this Agreement to be recorded with the Whitman County Auditor.

By executing this document below, the parties to this Agreement signify that they have read the contents of this Agreement, understand it, and agree to be bound by its terms. This Agreement shall be effective from and after the date the last signatory to this Agreement executes said Agreement.



Executed this 23<sup>rd</sup> day of \_\_\_\_\_, 1992.

Executed this 23<sup>rd</sup> day of July, 1992.

CITY OF PUELMAN, a municipal corporation of the state of Washington

OWNER:

Alfred R. Halvarson  
Mayor

Alan J. Davis  
Alan J. Davis

ATTEST:

John D. Lantovich leg  
Jane McHarque, Deputy  
Finance Director

Approved As To Form:

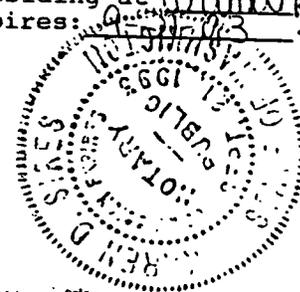
Jac R. Hulan  
City Attorney

STATE OF WASHINGTON )  
County of Whitman ) ss.

On this day personally appeared before me, ALAN J. DAVIS to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he sign the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23<sup>rd</sup> day of July, 1992.

Alan J. Davis  
NOTARY PUBLIC in and for the State of Washington, residing at Pullman  
My commission expires: 9/15/93



## CITY OF PULLMAN

MITIGATION PROPOSAL, ALTERNATE 2  
APRIL, 1991PROJECT SITE DESCRIPTION

This is a naturally-occurring bowl, with the open end of the bowl at the downstream limit of the site. The mitigation site is a very flat area of about 1.3 acres surrounded by agricultural use. A year-round spring provides a steady source of water to the site, but during storm and snow-melt conditions, more substantial runoff makes its way to the site from above.

Old-growth willows liberally cover the site, along with a small number of other species, notably locust and apple. Ground cover is primarily grassy. Fallen limbs and brush have, at some time past, been bulldozed into several stacks. The willows are largely broken apart, with a considerable percentage of windfalls evident, as can be seen on the drawing, sheet 2 of 3.

A bank rising steeply to Jenkins Road defines the west boundary of the site, and the east bank rises at approximately 5 to 10 percent grade into tilled soil. The easterly boundary may be assumed to extend no farther than the property line shown on the drawings.

The property owner, Alan Davis, is a horticulturist by trade, and has expressed a strong desire to improve this portion of his holding in the areas of wildlife habitat promotion, fire safety enhancement, and storm runoff control and treatment.

PROPOSED SITE MODIFICATION

The proposed design centers around a proposed shallow pond and slough culminating in a runoff control berm and overflow pipe. Existing willows which are in poor shape, blown over, or within the newly-created pond will be removed. As can best be seen on the attached drawing, sheet 3 of 3, new trees will be added to facilitate shading, bird habitat, and small animal cover. These species might include willow, cottonwood, western larch, and western red cedar.

Scrub/brush plantings in wetland areas can include honeysuckle, chokecherry, syringa, serviceberry, wild rose, and dogwood.

Filtering plants and marsh grasses will include cattail, giant wildrye, tufted hairgrass and wheatgrass.

We would like to group several large boulders near the center of the pond and at several locations on the perimeter for purposes of cover.

Through the improvements mentioned above the following effects will accrue:

1. Creation of a slough area of about 0.33 acre to improve the quality of seasonal runoff, and resulting in improvement to downstream areas.
2. Create/improve wildlife habitat through construction of the spring-fed pond; inclusion of cover, shade, and stimulation of insect food growth.
3. Protection of wetland transitions through a variety of plantings, including those which will send roots out and reinforce soil vulnerable to erosion.

552304

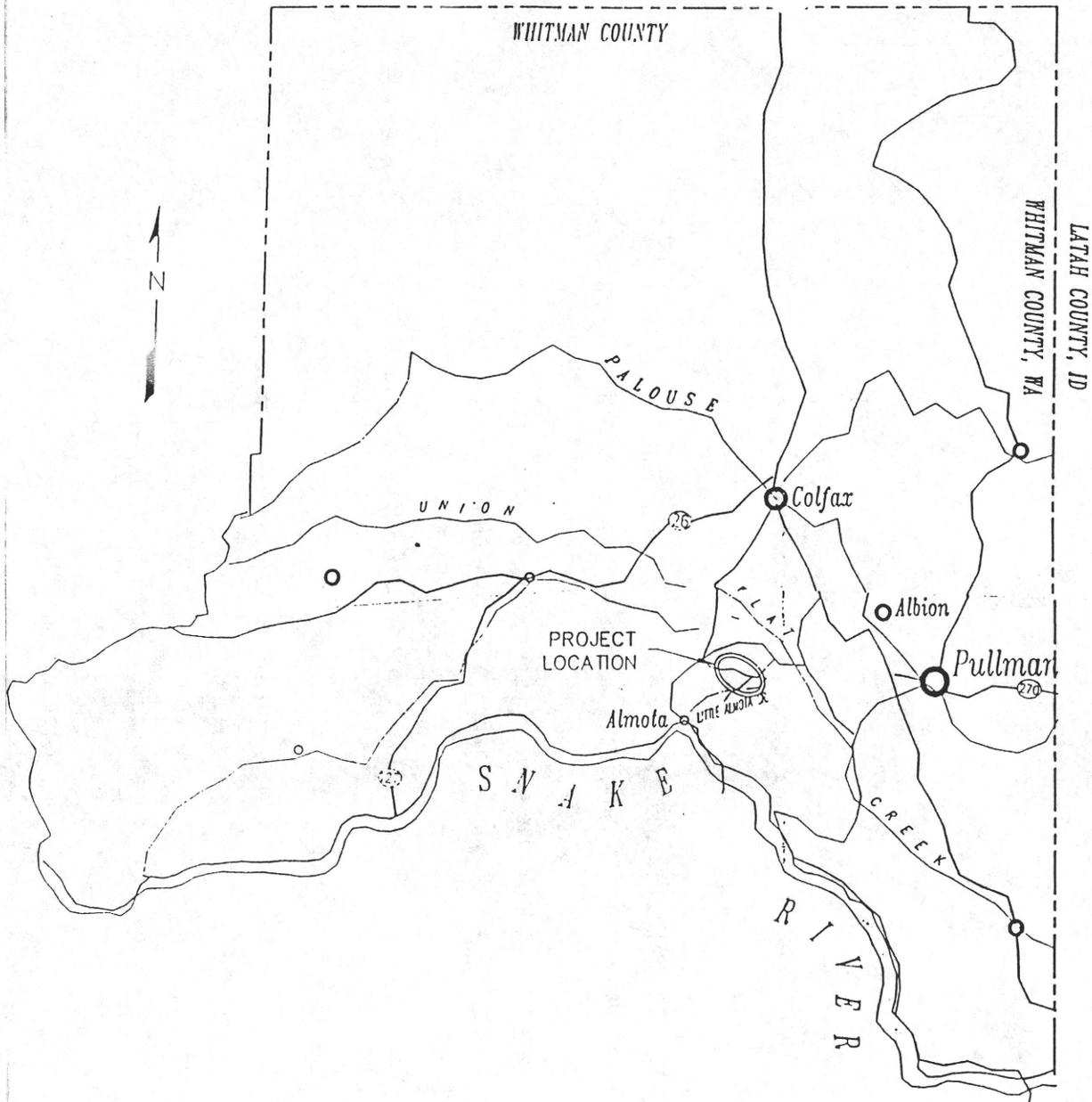


EXHIBIT "B"



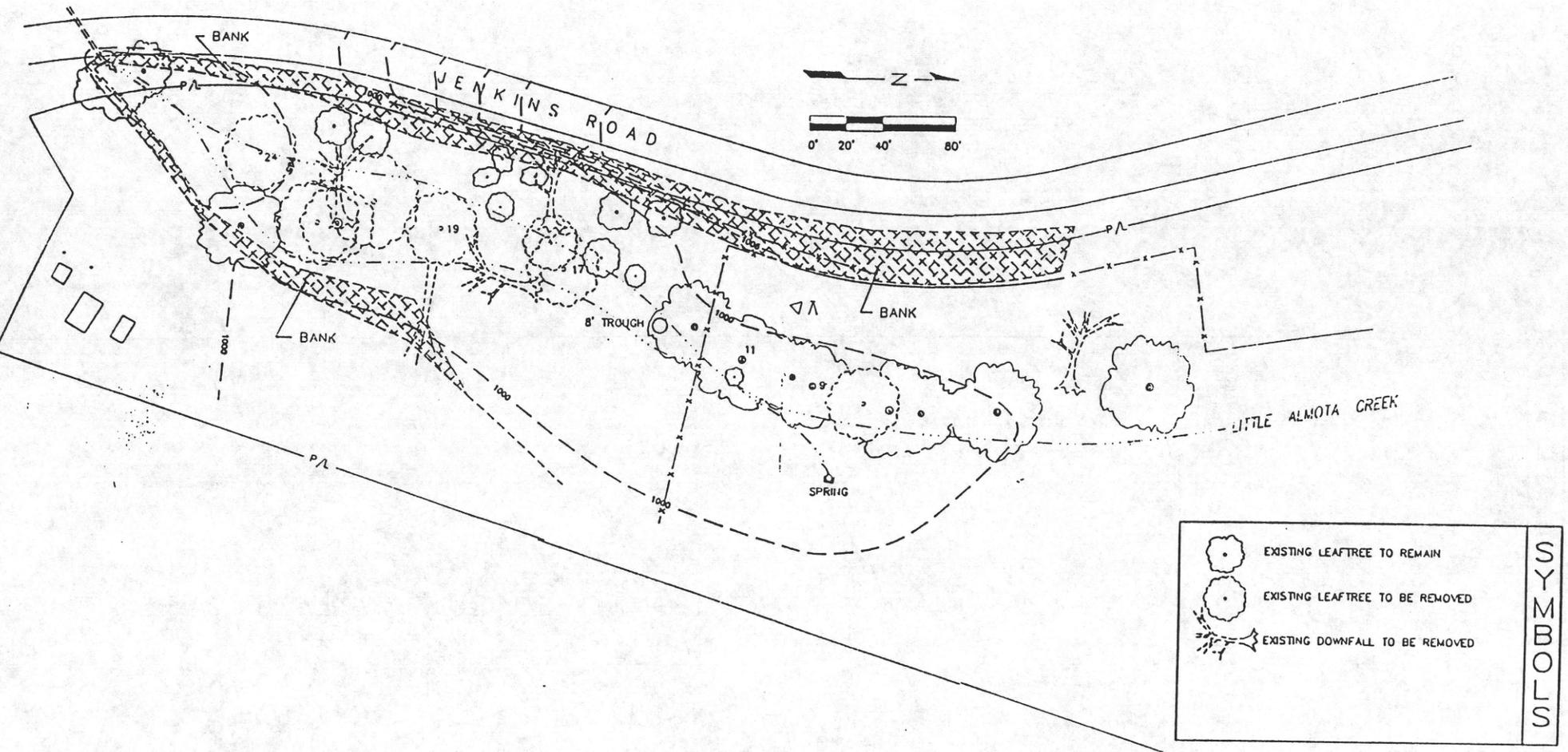
LOCATION MAP

WETLAND ENHANCEMENT  
PROJECT NO. 2

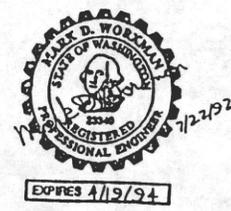
SCALE: 1" = 1/2 MI	CITY OF PULLMAN WASHINGTON	SHEET 1
Drawn: DWG		
Tr'd:	ENGINEERING DIVISION	OF 3
CHK: MW		
DATE: MAY 1994		

552304

SE QUARTER OF THE SW QUARTER, SECTION 28  
NE QUARTER OF THE NW QUARTER, SECTION 33  
T. 15 N., R. 43 N., W.M., WHITMAN COUNTY, WASHINGTON



	EXISTING LEAFTREE TO REMAIN	SYMBOLS
	EXISTING LEAFTREE TO BE REMOVED	
	EXISTING DOWNFALL TO BE REMOVED	



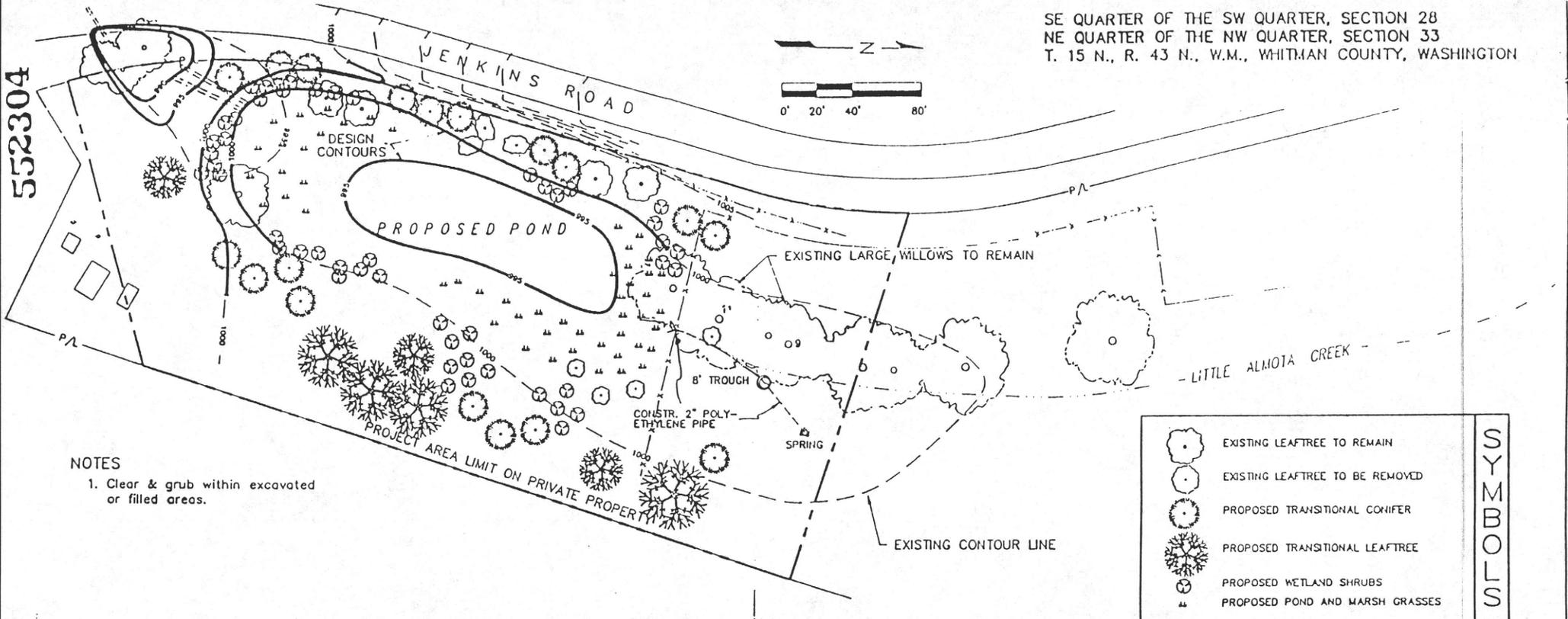
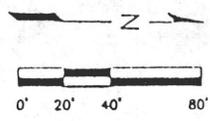
EXISTING CONDITION AND TREE REMOVAL PLAN

WETLAND ENHANCEMENT PROJECT

SCALE: as shown	CITY OF PULLMAN WASHINGTON	SHEET
Dwg DWG		

SE QUARTER OF THE SW QUARTER, SECTION 28  
 NE QUARTER OF THE NW QUARTER, SECTION 33  
 T. 15 N., R. 43 N., W.M., WHITMAN COUNTY, WASHINGTON

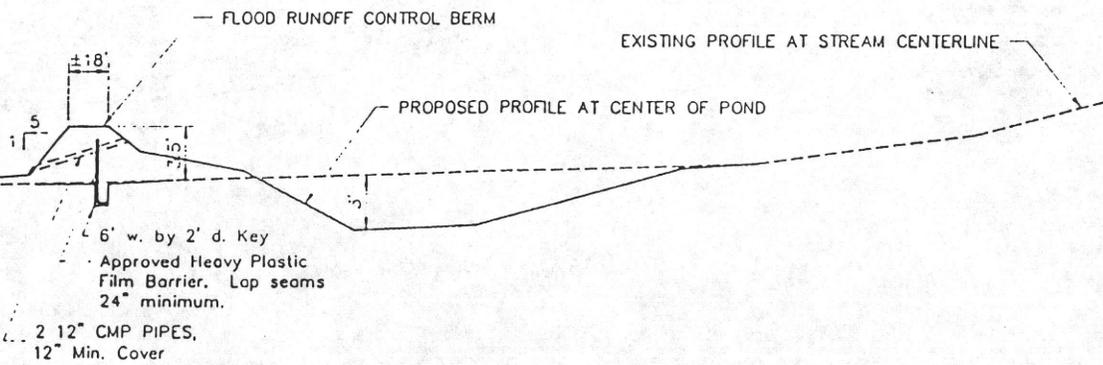
552304



NOTES  
 1. Clear & grub within excavated or filled areas.

	EXISTING LEAF TREE TO REMAIN
	EXISTING LEAF TREE TO BE REMOVED
	PROPOSED TRANSITIONAL CONIFER
	PROPOSED TRANSITIONAL LEAF TREE
	PROPOSED WETLAND SHRUBS
	PROPOSED POND AND MARSH GRASSES

SYMBOLS



PLAN, PROFILE, AND  
 GENERAL PLANTING DESIGN

WETLAND ENHANCEMENT  
 PROJECT

DATE	INIT.	REVISIONS	SCALE: AS SHOWN	CITY OF PULLMAN WASHINGTON	ENGINEER:	SHEET 3 OF 3
			Dwn: DWC			
			Tr: ch			
			Ch: MW			
			Date: 4-91			