

# State of Washington Application for a Water Right

Please follow the attached instructions to avoid unnecessary delays.



CK # 714067  
For Ecology Use  
Fees ok 6/6  
7-25-06  
Fee Paid 200.00  
Date 7/21/06  
FM

54-35096

## Section 1. APPLICANT - PERSON, ORGANIZATION, OR WATER SYSTEM

Name Battelle Memorial Institute Home Tel: ( ) -  
Mailing Address: Battelle Boulevard, PO Box 999 Work Tel: ( ) -  
City Richland State WA Zip+4 99352 + FAX: ( ) -

## Section 2. CONTACT - PERSON TO CALL ABOUT THE APPLICATION

Same as above

Name: Thomas Moon Home Tel: ( ) -  
Mailing Address: Battelle Richland Operations, Pacific Northwest National Laboratory (PNNL),  
Battelle Boulevard, PO Box 999 Work Tel: (509) 376-1271  
City: Richland State: WA Zip+4: 99352 + FAX: ( 509 ) 372-2896  
Relationship to applicant: Staff Member/Effluent Management Group, PNNL Environment, Safety, Health & Quality Directorate

## Section 3. STATEMENT OF INTENT

The applicant requests a permit to use not more than 2.0 ( gallons per minute or  cubic feet per second) from a  surface water source or  ground water source (check only one) for the purpose(s) of EN (Environmental Quality): an Aquatic Environmental Research Laboratory.

**ATTACH A "LEGAL" DESCRIPTION OF THE PLACE OF USE. (See instructions.) NOTE: A tax parcel number or a plat number is not sufficient.**

The place of use is within the following described real estate, situated in the county of Benton, State of Washington. A parcel of land lying in the NW ¼ of the NW ¼ of Section 23 of the Battelle property within Sections 14, 15 and 23 of Township 10 North, Range 28 East, WA Described as follows:

Commencing at the west quarter corner of said Section 14 (said point being located by reference to the Washington State Coordinate System, South Zone, at coordinates, North 373,527.96 and East 2,307,535.70); thence South 56° 07' 30", West 94.09 feet to the true point of beginning, which point is on the East right-of-way line of the East lane of Stevens Drive, an unplatted road; thence South 0° 23' 35" East 699.57 feet to a point of curve; thence along a 5,689.65 foot radius curve to the left, an arc distance of 568.04 feet to a point of tangency (the chord of said curve bearing south 3° 15' 11" East 567.77 feet); thence South 6° 06' 48" East 1,123.60 ft. to a point of curve; thence along a 5,769.65 foot radius curve to the right, an arc distance of 578.99 feet to a point of tangency (the chord of said curve bearing South 3° 14' 17" East 578.75 feet); thence South 0° 21' 49" East 1,759.62 feet to a point on the North right-of-way line of Fourth St. an unplatted street which is 60 feet wide; thence North 89° 14' 18" East along the North right-of-way line of said Fourth Street a distance of 2,616.01 feet to a point on the West right-of-way line of George Washington Way; thence continuing along the West right-of-way Line of George Washington Way North 1° 25' 01" West 2,132.02 feet; thence North 1° 41' 50" West 2,195.57 feet to a point of curve; thence along a 393.50 foot radius curve to the left, an arc distance of 610.14 feet (the chord of said curve bearing North 46° 07' 02" West 550.83 ft.; thence South 89° 27' 48" West 2,301.63 feet to the point of the beginning.

Above described land is subject to certain easements which are not described herein. This tract (3201 - Tract) purchased from City of Richland. Recorded March 27, 1973 Auditors File No. 647061.

Estimate a maximum annual quantity to be used in acre-feet per year: 0 acre-feet per year. **All water diverted from the source will be returned to source (non-consumptive use). See attachment: Beneficial Water Use.**

Check if the water use is proposed for a short-term project. Indicate the period of time that the water will be needed:

From \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

APPLICATION

## Section 4. WATER SOURCE

If SURFACE WATER				If GROUNDWATER				
Name the water source and indicate if stream, spring, lake, etc. If unnamed, write "unnamed spring," "unnamed stream," etc.: Columbia River				A permit is desired for _____ well(s).				
Number of diversions: <u>1</u>								
Source flows into (name of body of water): Pacific Ocean				Size & depth of well(s):				
LOCATION								
Enter the north-south and east-west distances in feet from the point of diversion or withdrawal to the nearest section corner: The distances from the proposed point of diversion to the corner of sections 14, 15, 22, and 23 are approximately 3,370 feet west and 3,145 feet south.								
¼ of	¼ of	Section	Township	Range(E/W)	County	If location of source is platted, complete below:		
						Lot	Block	Subdivision
SW	NE	14	10 N	28 E	Benton	Gov. Lot 2		
For Ecology Use _____ Date Received: <u>07/21/2006</u> Priority Date: <u>07/21/2006</u>								
SEPA: Exempt/Not Exempt _____ FERC License # _____ Dept. Of Health # _____								
Date Accepted As Complete _____ By _____ Date Returned _____ By _____ WRIA: <u>40-Benton</u>								

Appl. No.: 54-35096

## Section 5. GENERAL WATER SYSTEM INFORMATION

A. Name of system, if named: Battelle Richland-North Columbia River Diversion \_\_\_\_\_

B. Briefly describe your proposed water system. **(See instructions.)**

The Battelle Richland-North Columbia River Diversion facilities have been in place since 1966. The diversion is co-located with the Port of Benton diversion facilities. Pumping capacity of the existing Battelle facilities will be increased, and the distribution system will be winterized for year round use. The new pumping capacity will be added to the existing Layne turbine pump. The current pump motor is rated at 225 HP (75x3). The pump is capable of diverting water from the Columbia River at a maximum instantaneous discharge of 4.4 cfs. The new facilities will be capable of increasing the maximum instantaneous discharge by approximately 2.0 cfs. The new pump motor will be rated at approximately 450 HP.

C. Do you already have any water rights or claims associated with this property or system?  YES  NO

The certificate number of existing Battelle Columbia River Diversion facilities is S4-\*18937CWRIS (10176). The maximum instantaneous diversion rate and the annual quantity of diversion are 4.4 cfs and 880 ac-ft, respectively. Battelle submitted a surface water right change application (CS4-SWC10176) for this certificate, which was processed, although an onsite proof examination has not yet been completed.

Battelle owns a groundwater right certificate that is supplemental to the existing surface water right certificate. The certificate number of existing groundwater well is G4-27499CWRIS. The maximum instantaneous withdrawal rate and the annual quantity of withdrawal are 500 gpm and 464 ac-ft, respectively. Battelle submitted a groundwater right change application (CG4-27499C) for this certificate, which was processed, although an onsite proof examination has not yet been completed. The supplemental well is used when the surface water diversion fails.

APPLICATION

**Section 6. DOMESTIC / PUBLIC WATER SUPPLY SYSTEM INFORMATION**  
*(Completed for all domestic/public supply uses.)*

- A. Number of "connections" requested: \_\_\_\_\_ Type of connection \_\_\_\_\_  
(Homes, Apartment, Recreational, etc.)
- B. Are you within the area of an approved water system?  YES  NO  
If yes, explain why you are unable to connect to the system. *Note: Regional water systems are identified by your County Health Department.*

**Complete C. and D. only if the proposed water system will have fifteen or more connections.**

- C. Do you have a current water system plan approved by the Washington State Department of Health?  YES  NO  
If yes, when was it approved? \_\_\_\_\_ Please attach the current approved version of your plan.
- D. Do you have an approved conservation plan?  YES  NO  
If yes, when was it approved? \_\_\_\_\_ Please attach the current approved version of your plan.

**Section 7. IRRIGATION/AGRICULTURAL/FARM INFORMATION**  
*(Complete for all irrigation and agriculture uses.)*

- A. Total number of acres to be irrigated: \_\_\_\_\_
- B. List total number of acres for other specified agricultural uses:  
Use \_\_\_\_\_ Acres \_\_\_\_\_
- C. Total number of acres to be covered by this application: \_\_\_\_\_
- D. Family Farm Act (Initiative Measure Number 59, November 3, 1977, as amended by Chapter 237, Laws of 2001)  
Add up the acreage in which you have a controlling interest, including only:  
‡ Acreage irrigated under water rights acquired after December 8, 1977;  
‡ Acreage proposed to be irrigated under this application;  
‡ Acreage proposed to be irrigated under other pending application(s).
1. Is the combined acreage greater than 6000 acres?  YES  NO
2. Do you have a controlling interest in a Family Farm Development Permit?  YES  NO  
If yes, enter permit no: \_\_\_\_\_
- E. Farm uses:  
Stockwater - Total # of animals \_\_\_\_\_ Animal type \_\_\_\_\_ (If dairy cattle, see below)  
Dairy - # Milking \_\_\_\_\_ # Non-milking \_\_\_\_\_

**Section 8. WATER STORAGE**

Will you be using a dam, dike, or other structure to retain or store water?  YES  NO

*NOTE: If you will be storing 10 acre-feet or more of water and/or if the water depth will be 10 feet or more at the deepest point, and some portion of the storage will be above grade, you must also apply for a reservoir permit. You can get a reservoir permit application from the Department of Ecology.*

**Section 9. DRIVING DIRECTIONS**

Provide detailed driving instructions to the project site.

Directions to the Point of Diversion:

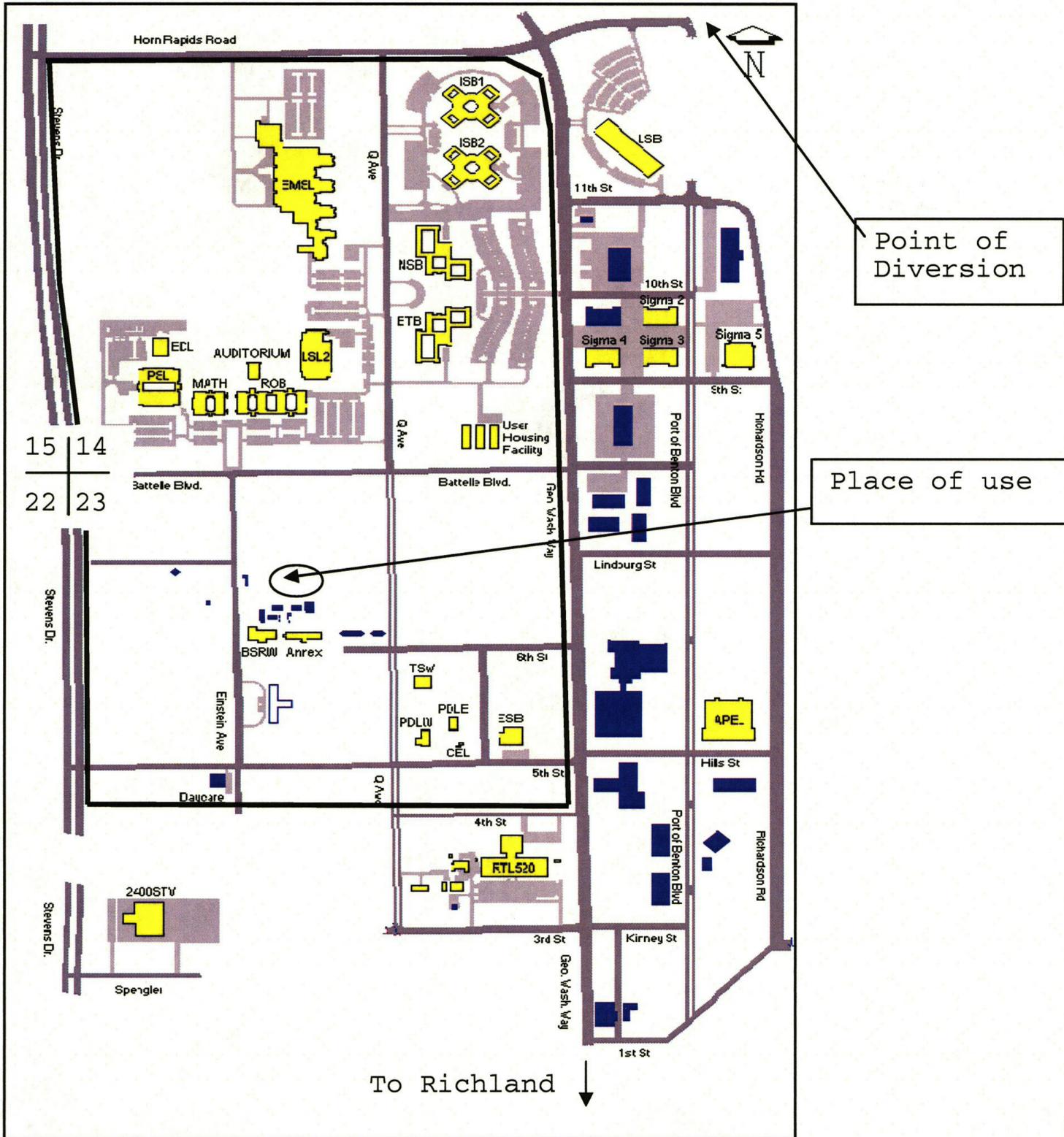
From the center of the City of Richland on George Washington Way, proceed north to Horn Rapids Road. Turn right and proceed to the Port of Benton facilities on the bank of the Columbia River. The pump of the Battelle Richland-North Columbia River Diversion is mounted to the upstream (north) side of the dock.

Directions to the Place of Use:

From the center of the City of Richland on George Washington Way, proceed north to 5<sup>th</sup> Street. Turn left and proceed to Einstein Ave. Turn right and proceed approx. ¼ mile north. The place of use is approximately 200 feet east of the road.

## Section 10. REQUIRED MAP

A. Attach a map of the project. (See instructions.)



## Section 11. PROPERTY OWNERSHIP

- A. Does the applicant own the land on which the water will be used?  YES  NO  
If no, explain the applicant's interest in the place of use and provide the name(s) and address(es) of the owner(s):
- B. Does the applicant own the land on which the water source is located?  YES  NO  
If no, submit a copy of agreement:  
**SEE ATTACHMENT**

I certify that the information above is true and accurate to the best of my knowledge. I understand that in order to process my application, I grant staff from the Department of Ecology access to the site for inspection and monitoring purposes. Even though I may have been assisted in the preparation of the above application by the employees of the Department of Ecology, all responsibility for the accuracy of the information rests with me.

  
Applicant (or authorized representative)

7/10/2006  
Date

SAME  
Landowner for place of use (if same as applicant, write "same")

\_\_\_\_\_  
Date

APPLICATION

Use this page to continue your answers to any questions on the application. Please indicate section number before answer.

We are returning your application for the following reason(s):	
_____ Examination fee was not enclosed	APPLICANT PLEASE RETURN TO CASHIER, PO BOX 5128, LACEY, WA 98509-5128
_____ Section number(s) _____ is/are incomplete	APPLICANT PLEASE RETURN TO THE APPROPRIATE REGIONAL OFFICE
Explanation:	
Please provide the additional information requested above and return your application by _____ (date).	

Ecology staff \_\_\_\_\_ Date \_\_\_\_\_

Ecology is an Equal Opportunity and Affirmative Action employer. To receive this document in alternative format, contact the Water Resources Program at (360) 407-6604 (Voice) or (360) 407-6006 (TDD).

APPLICATION

## ATTACHMENT A

### BENEFICIAL WATER USE STATEMENT

Pacific Northwest National Laboratory's (PNNL) Aquatic Research Laboratory (ARL) address problems primarily related to energy development and environmental quality of our rivers. The ARL provides a facility where researchers conduct science and develop technologies which have a major impact on aquatic resource management issues at Hanford, the Northwest, and the Nation. The ARL supports studies on major issues affecting the aquatic environment include the safe passage of juvenile salmon past hydroelectric facilities in the Columbia River; computational modeling of hydraulic conditions near hydroelectric facilities; and fish behavior and ecology in habitats affected by man's activities. Because the ARL is shared by a wide variety of researchers at PNNL, experts in related fields are available to provide a multi-disciplinary approach to solving problems. Biologists and engineers work side by side to solve problems related to a variety of anthropogenic impacts to the aquatic environment involving fish physiology, aquatic toxicology, fluid dynamics, and animal husbandry.

#### **Fish Physiology**

Physiological studies of fish are routinely conducted in the ARL. The current facility houses two swim chambers which are large enough to measure respiration and energy expenditure of most fish, including adult salmon and juvenile white sturgeon. A combination of a gas super-saturation system and a hyperbaric chamber have been used to create dissolved nitrogen and pressure profiles that can be altered to simulate a range of conditions representative of fish passage systems at hydroelectric dams. Using a large outdoor tank, sound and light have been investigated as ways to deter fish movement into undesirable areas around irrigation diversions and hydroelectric dams. Physiological impacts of dam passage have been investigated within a flume that is able to re-create the shear and turbulence environment of a hydroelectric turbine. Other studies have investigated the impacts to salmon from irrigation intake screens using the actual working section from a rotating drum screen. The facility is also used to develop new technologies to monitor the aquatic environment including development and testing of Battelle's sensor fish, radio- and acoustic transmitters, and other technologies.

#### **Fluid Dynamics**

In addition to biological studies of the aquatic environment, the ARL is used to measure flow fields in scaled turbine outfall structures. These empirical data are used to develop very detailed three-dimensional computational fluid dynamics models. Recent work has involved mapping the shear and turbulence associated with new generation hydroturbine designs that are being designed for public and private hydroelectric projects in the Pacific Northwest.

#### **Animal Husbandry**

The ARL is also used for animal husbandry. A rainbow trout broodstock has been maintained on-and-off at the current facility since the 1970s. These fish have been used in predator-prey studies, and other physiological and behavioral studies. At those times the broodstock has not been maintained, research animals have been brought into the facility as required to meet project-specific objectives. Maintenance of the animal populations has been accomplished in the same building as many of the other research animals. This has enabled better control over access and has reduced the likelihood of persons from outside the Laboratory disrupting on-going research projects.

ATTACHMENT B

AUTHORITY FOR ACCESS TO DIVERSION

AGREEMENT

#557494 Vol. 223  
Page 1068-

THIS AGREEMENT, entered into this 18<sup>th</sup> day of February, 1960, between the Port of Benton, Richland, Washington (hereinafter called the "Port"), and Battelle Memorial Institute (hereinafter called "Battelle") a not-for-profit corporation organized and existing under the laws of the State of Ohio, with its principal place of business at Columbus, Ohio:

W I T N E S S E T H T H A T :

WHEREAS, the Port is engaged in the operation of a public pier facility on a tract of land (hereinafter called the "site") described as Tract A in that certain deed recorded in the records of Benton County, Washington, in Volume 213 of Deeds, Page 467.

WHEREAS, Battelle desires to obtain water from the Columbia River for its property in North Richland described in the deed recorded in the records of Benton County, Washington, in Volume 213 of Deeds, Page 477, using the facilities, equipment and facilities constructed or installed at the site for pumping and delivery of water.

NOW THEREFORE, the parties hereto do agree as follows:

ARTICLE I

The Project - Definitions

The Port intends to construct a dual purpose facility at the site, the two purposes being: first, to provide a public dock for the loading and unloading of barges and vessels, and the handling of water-borne cargo; and second, as an integral part of the dock, a water-intake structure, including pipelines and pipe header, to accommodate the machinery, equipment and piping necessary to withdraw water from the Columbia River for irrigation purposes.

For convenience of reference hereinafter the public dock and associated facilities will be called the "dock facilities" or the "dock";

and the portions of the overall project designed to accommodate, or which are actually parts of the irrigation features of the project, will be called the "water-intake facilities".

## ARTICLE II

### Construction by the Port

The Port shall construct a public dock having as an integral part thereof water-intake facilities and related facilities, including pipelines and pipe header, and install equipment and utilities at the site, all in accordance with the Cornell, Howland, Hayes and Merryfield plans and specifications for the construction of a "Dock-Intake at the North Richland Industrial Site" dated September, 1965. Also, by arrangement with the City of Richland, the Port shall provide electrical service to the site, including the installation of a concrete pad to accommodate an electrical transformer, and Battelle-owned switchgear equipment. All said construction and installation is to be completed by March 1, 1966. The pump well, pump header, and pipelines shall be completed ready for use by February 1, 1966, so as to permit Battelle to install the equipment indicated in Article XI. Should the construction and installation not be completed by the respective dates indicated above, the Port shall undertake in good faith to compel the construction contractor, the G. R. Leischer Construction Co., to pay the liquidated damages of \$75.00 per day as stipulated in the contract with the Port dated October 25, 1965, and the Port shall pay all such sums so collected to Battelle, as liquidated damages.

## ARTICLE III

### Permits - Taxes

The Port shall be responsible for and shall obtain all permits for the construction and operation of the water-intake facilities, except

for the Washington State Water Use Permit for Battelle water use which shall be obtained by Battelle, and shall be responsible for compliance with all Federal, State, and local laws, rules and regulations, and for all assessments and property taxes levied upon facilities and equipment owned by the Port.

#### ARTICLE IV

##### License to Battelle

The Port does by these presents grant to Battelle the license and right to use two pump locations on the water-intake facilities, and to install, operate, maintain, replace and remove two pumps, with associated driving motors, electrical switchgear equipment and flow control system as described in Article XI, or their equivalent, on the Port's facilities, and to use all of the Port's water-intake facilities and the concrete pad referred to in Article II for the purpose of pumping and conveying water from the Columbia River to the connection point from which a Battelle pipeline conveys the water to its premises in North Richland. This license includes the right of Battelle, its employees, representatives and designees to have access to all such facilities, equipment and utilities and the site at all reasonable hours for the use thereof and for maintenance, repair or replacement of its property.

This license to Battelle shall be exclusive, and no license to use the water-intake facilities or the concrete pad shall be granted by the Port to any other person, nor shall the Port itself withdraw water through or by means of such equipment and facilities, except with the prior written approval of Battelle, which shall not be unreasonably withheld.

Except with the prior written consent of Battelle, the Port agrees not to make changes, modifications or alterations in the water-intake facilities or the concrete pad.

Losses Not Covered by Insurance

It is understood and agreed that all exposure to loss of the dock facilities and the water-intake facilities will be covered by insurance, as more particularly provided in Article VI following, except loss or damage arising from storms, earthquakes or floods and that as to these risks each party will bear its own losses with respect to the property which each owns. In the event that the dock facilities or the water-intake facilities are damaged or destroyed by storm, earthquake or flood, the Port will repair or rebuild the same (excluding, however, the machinery and equipment owned by Battelle) in a timely and prompt fashion so as to assure reasonable continuity of availability to Battelle of such equipment and facilities in an operative state. This obligation of the Port shall be subject to the availability of funds.

Without diminishing the Port's obligations under this agreement, in the event that the water-intake facilities are damaged or destroyed by storm, earthquake or flood, Battelle may, at its own expense, build or have built a temporary facility to supply its irrigation water needs, at a location mutually agreed upon at the site, which may be used until repairs or replacement are effected by the Port.

ARTICLE VI

Losses Covered by Insurance

The Port agrees that it will carry all risk casualty insurance against the damage or destruction of the water-intake facilities to the full insurable value thereof, provided, however, that the Port shall not be obligated to carry insurance against loss or damage to its water-intake facilities by reason of storms, earthquakes or floods. And further, the Port agrees to carry insurance against damage to Battelle's equipment and facilities by barges and other vessels, or by the Port's customers and invitees, said insurance to be in amount equal to the replacement cost of Battelle's equipment and facilities, as the same may be determined from time to time.

The Port agrees that such insurance coverage shall be in such form that Battelle is a party to the insurance contract and entitled in its own right to recover thereunder and that the Port will at all times furnish Battelle with appropriate certificates of insurance or copies of the policies, including a certificate from the insurance carrier that it will notify Battelle 10 days in advance of cancellation, expiration or substantive modification of the insuring agreement.

In the event of damage or destruction of the water-intake facilities, which damage or destruction is covered by insurance provided by the Port, Battelle may, in its sole discretion and at its own expense, build or have built a temporary facility to supply its irrigation water needs at a location at the site which is mutually agreed upon, or rebuild or repair the water-intake facilities as an integral part of the dock, using a design mutually agreed upon between the parties.

The Port and Battelle each hereby releases the other, and their agents and employees, from any claim for damage or destruction to the property at the site belonging to either, caused by fire or any other insured peril, whether due to the negligence of either of them or otherwise.

#### ARTICLE VII

##### Battelle Property

Battelle reserves all right, title and interest to all of its equipment and facilities on Port property, which shall retain its character as personalty at all times, and the Port does hereby specifically disclaim any interest, right, or title, therein whether or not attached to the Port's realty.

In the event that Battelle ceases to use <sup>the water-intake facilities</sup> ~~the~~ ~~equipment~~ ~~and~~ ~~EAH~~ ~~the~~ ~~equipment~~ ~~and~~ ~~EAH~~ and there is no other user of such facilities, ~~the~~ ~~equipment~~ ~~and~~ ~~EAH~~ ~~the~~ ~~equipment~~ ~~and~~ ~~EAH~~, Battelle will deactivate ~~the~~ ~~equipment~~ ~~and~~ ~~EAH~~ ~~the~~ ~~equipment~~ ~~and~~ ~~EAH~~ said facilities ~~the~~ ~~equipment~~ ~~and~~ ~~EAH~~ and put the same in standby condition. ~~to~~ ~~the~~ ~~end~~ ~~that~~ ~~the~~ ~~equipment~~ ~~and~~ ~~EAH~~

Port shall maintain the water-intake facilities at minimum expense and  
shall not seek fully for other purposes. 117

ARTICLE VIII

Maintenance

Except for damage or loss actually covered by insurance, and (subject to the availability of funds) loss or damage caused by storm, earthquake, or flood, the Port shall be responsible for all maintenance, repair and replacement of the water-intake facilities owned by it, in a timely and prompt fashion so as to assure reasonable continuity of availability to Battelle of such facilities and equipment in an operative state. Battelle shall be responsible for clearing the intake screens and pump wells on the portion of the water-intake facility used by Battelle during the period that Battelle uses such facilities.

ARTICLE IX

Term of this Agreement

The duration of this agreement and of the license granted hereunder shall be fifty (50) years, from March 1, 1966, or the date the Article II construction is fully completed, whichever is later.

ARTICLE X

Option to Renew

Battelle shall have the right to renew this agreement for an additional 50-year period by giving notice to the Port during the first ten (10) months of the last year of the aforesaid 50-year period.

ARTICLE XI

Battelle Equipment

Battelle plans to install on the dock-intake structure, two vertical turbine-type pumps, and associated driving motors, electrical switchgear equipment, and an associated flow control system, all in accordance with the "Specifications for Pumps, Motors, Switchgear and Control System

for Irrigation Water" dated November 18, 1965. Battelle reserves all right, title and interest to all equipment and facilities installed at the site, all of which shall be regarded at all times as personalty, and the Port hereby waives all right, title and interest to such equipment.

ARTICLE XII

Electric Power.

Battelle shall pay for its own electric power use.

ARTICLE XIII

Payments

Battelle agrees to pay the Port \$38,000.00 upon the execution and delivery of this Agreement and, except as specifically provided herein, there shall be no further cost or charge to Battelle by the Port for the services, use or other rights or privileges granted or provided under this agreement.

ARTICLE XIV

Other Contracts

The Port of Benton shall include provisions to effectuate the purposes of this agreement in all arrangements with others which would be affected by the terms of this agreement.

ARTICLE XV

Successors

Battelle may assign this agreement and the license referred to in Article IV to any party. Each of the provisions of this agreement shall extend to and shall, as the case may require, bind and inure to the benefit not only of the Port and Battelle, but also their respective legal representatives, successors, and assigns.

ARTICLE XVI

Conveyance of Easement

The Port hereby conveys and quitclaims to Battelle the following described easement:

An easement for the construction, operation, maintenance, repair, replacement and removal of an underground water line and related facilities under, across, and upon a strip of land in the north half of Section 14, Township 10 North, Range 28 EWM, said strip of land being ten feet wide, being five feet on each side of the following described center line:

Commencing at the center of Section 14, thence North  $43^{\circ}54'30''$  West 201.75 feet to a point on the center line of George Washington Way; thence South  $62^{\circ}16'10''$  West 40 feet to a point on the West right-of-way line of George Washington Way, said point being at coordinates North 373,672.20 and East 2,310,002.59 (all coordinates herein referred to are on the Washington State Grid System, South Zone) said point being on the west boundary on the tract of land described as Tract B in that certain deed to the Port of Benton, Washington, recorded in the records of Benton County, Washington, in Volume 210 of Deeds, Page 467, and which point is the TRUE POINT OF BEGINNING; thence North  $62^{\circ}16'10''$  East 111.3 feet to a point at coordinates North 373,723.95 and East 2,310,101.15; thence North  $89^{\circ}13'10''$  East 1,023.1 feet, said point being at coordinates North 373,737.41 and East 2,311,124.17; thence South  $45^{\circ}46'50''$  East ten feet to the point of termination.

IN WITNESS WHEREOF, the Port of Benton, Washington, and Battelle Memorial Institute have caused these presents to be executed.

PORT OF BENTON, WASHINGTON

Bill George, MGR.

BATTELLE MEMORIAL INSTITUTE

S. J. Powell



From: Origin ID: (509)376-1271  
 Tom Moon  
 BATTELLE PACIFIC NW NAT LAB  
 790 6th Street



Richland, WA 99354

Ship Date: 20JUL06  
 ActWgt: 1 LB  
 System#: 5095795/INET2500  
 Account#: S \*\*\*\*\*

REF: W74517



Delivery Address Bar Code

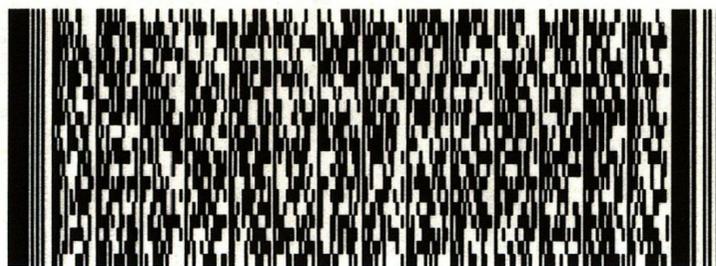
SHIP TO: (509)574-3989

BILL SENDER

**Tom Tebb**

**15 West Yakima Ave, Suite 200**

**Yakima, WA 98902**



**PRIORITY OVERNIGHT**

**FRI**

TRK# **7909 9755 2820**

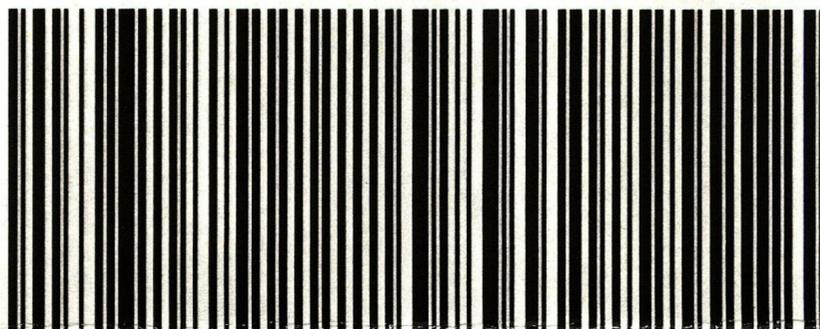
FORM 0201

Deliver By:  
21JUL06

**GEG AA**

**98902 -WA-US**

**87 YKMA**



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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

