

Report for Mitigation Work Completion

Immediately upon completion of the plantings, submit this form to:
U.S. Army Corps of Engineers, Regulatory Branch, P.O. Box 3755, Seattle, WA 98124-3755

Corps' Reference Number: NWS-2013-739

Date the Corps Issued Your Permit: December 12, 2016

Date this Report is Due: February 13, 2018

Your Name: Kevin Grosz

Your Address: 8415 NE 8th Avenue

Your City/State/Zip Code: Vancouver, WA 98665

Your Phone Number and Email: 360 693-4555, kevin@olsonenvironmental.com

You must attach to this form: 1) As-built drawing of planting area(s), and
2) Photographs of the planting area(s)

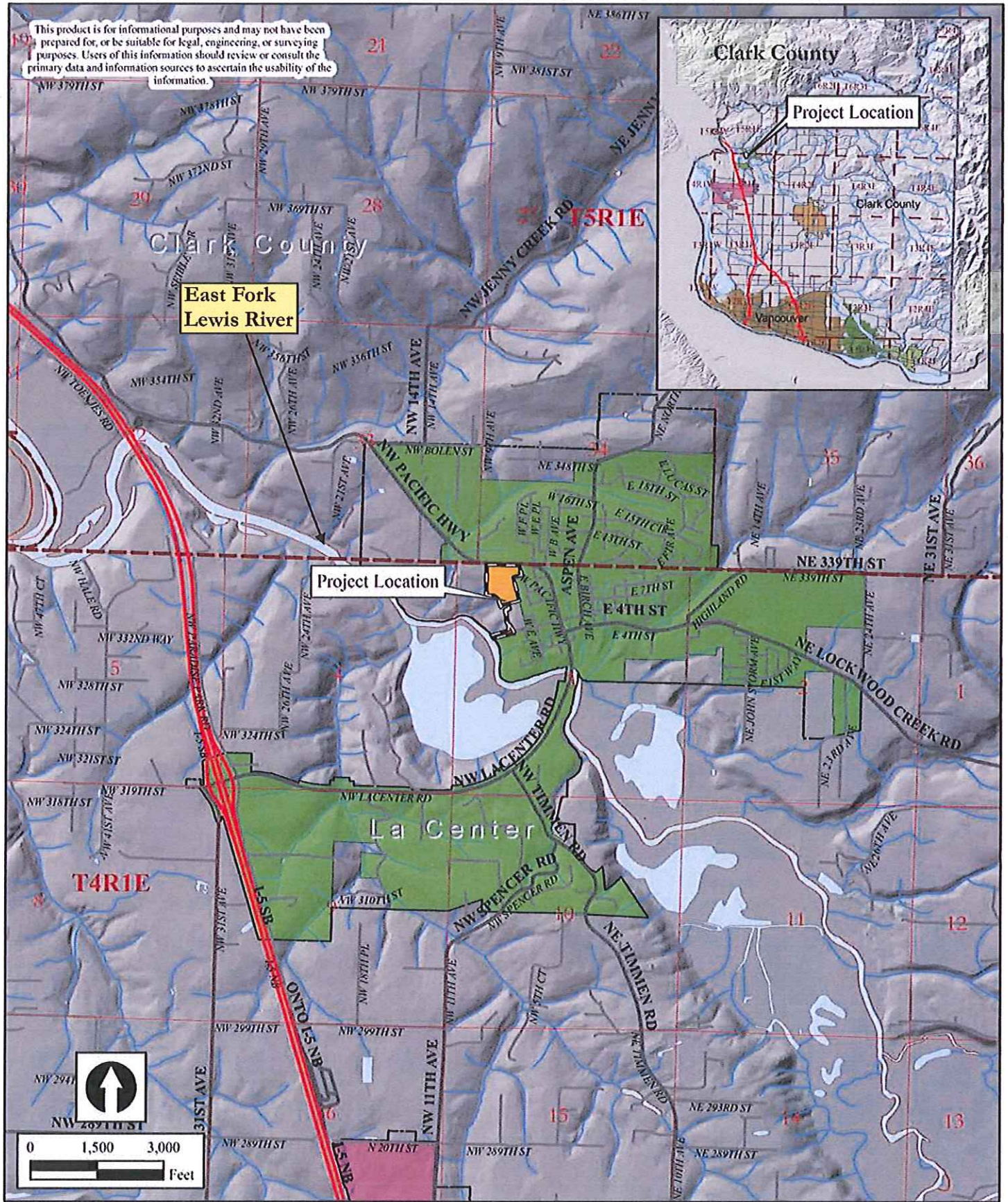
Date mitigation was completed: December 11, 2017

Describe any changes from the approved mitigation plan:

Name of Species You Planted	Number Planted
Native willow (Salix spp.)	170
Total Planted:	170

If there are multiple sites, fill out a separate table for each planting area.

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Corps Reference No.: NWS-2013-739
 WARAC, LLC

APPLICANT:
 WARAC, LLC
 7211 A NE 43rd Avenue
 Vancouver, WA 98661

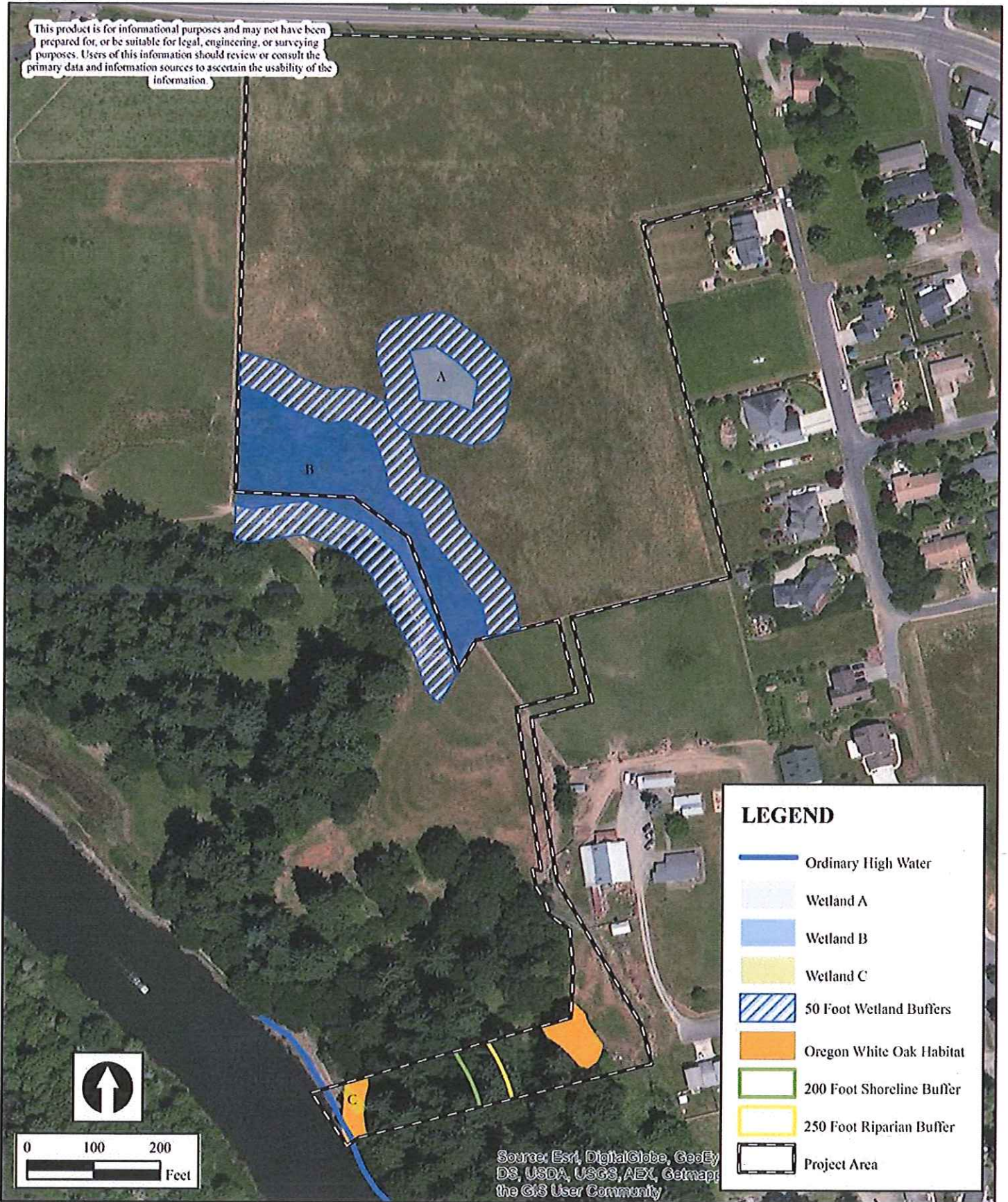
PURPOSE: As-Built Report

Project Location Map
 Kays Subdivision Project
 La Center, Washington



PROPOSED ACTIVITIES IN:
 E. Fork of the Lewis River Watershed
 LEGAL: NW ¼ of Section 3, T4N, R1E,
 W. M.,
 NEAR: La Center, Washington
 COUNTY: Clark County
 DATE: January 29, 2018
 Figure 1 of 9

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LEGEND

-  Ordinary High Water
-  Wetland A
-  Wetland B
-  Wetland C
-  50 Foot Wetland Buffers
-  Oregon White Oak Habitat
-  200 Foot Shoreline Buffer
-  250 Foot Riparian Buffer
-  Project Area

Source: Esri, DigitalGlobe, GeoEye, DS, USDA, USGS, AEX, Getmap, the GIS User Community

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WARAC, LLC

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Vancouver, WA 98661

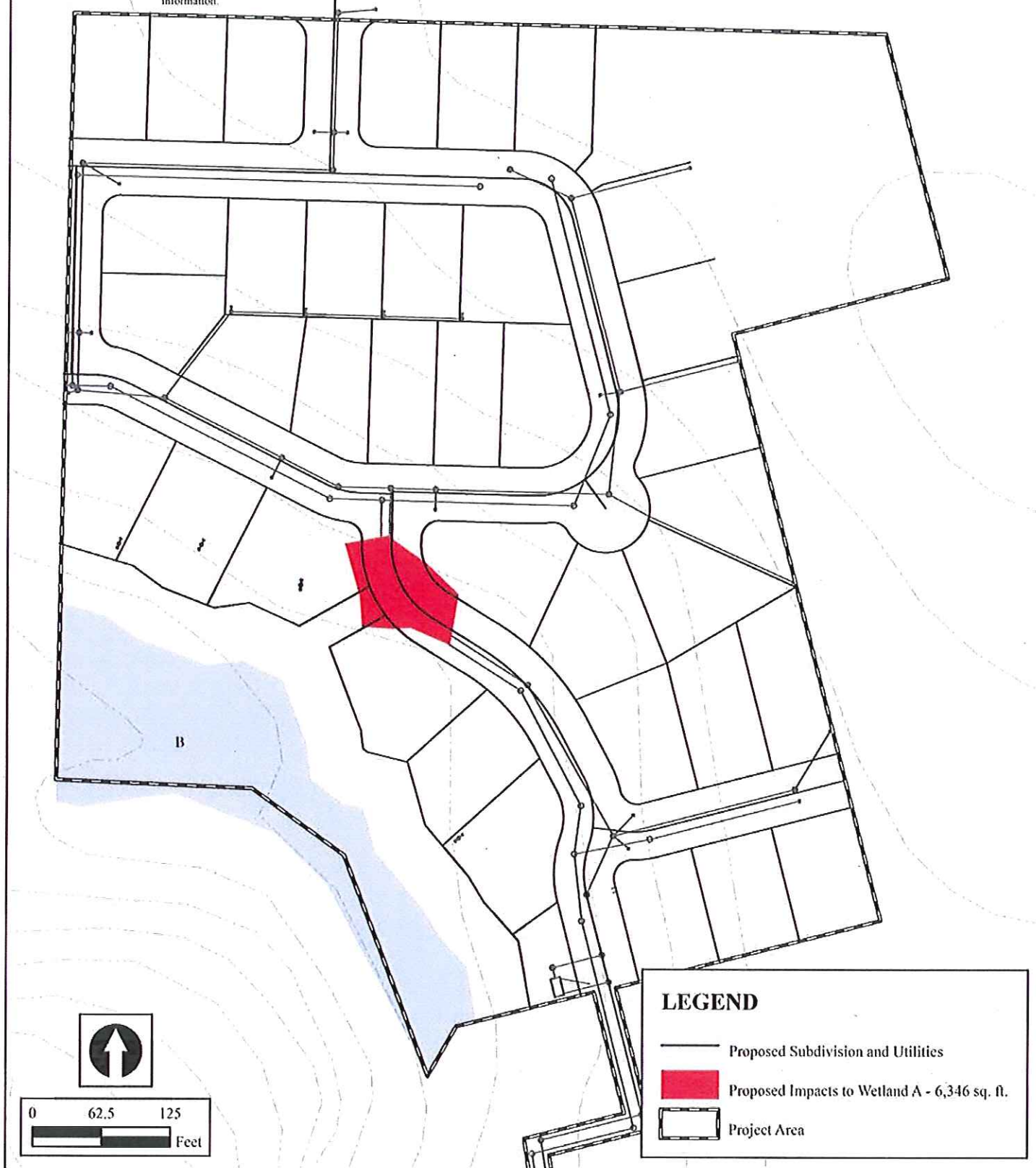
PURPOSE: As-Built Report

Pre-Existing Conditions
Kays Subdivision Project
La Center, Washington



PROPOSED ACTIVITIES IN:
E. Fork of the Lewis River Watershed
LEGAL: NW ¼ of Section 3, T4N, R1E,
W. M.,
NEAR: La Center, Washington
COUNTY: Clark County
DATE: January 29, 2018
Figure 2 of 9

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Corps Reference No.: NWS-2013-739
WARAC, LLC

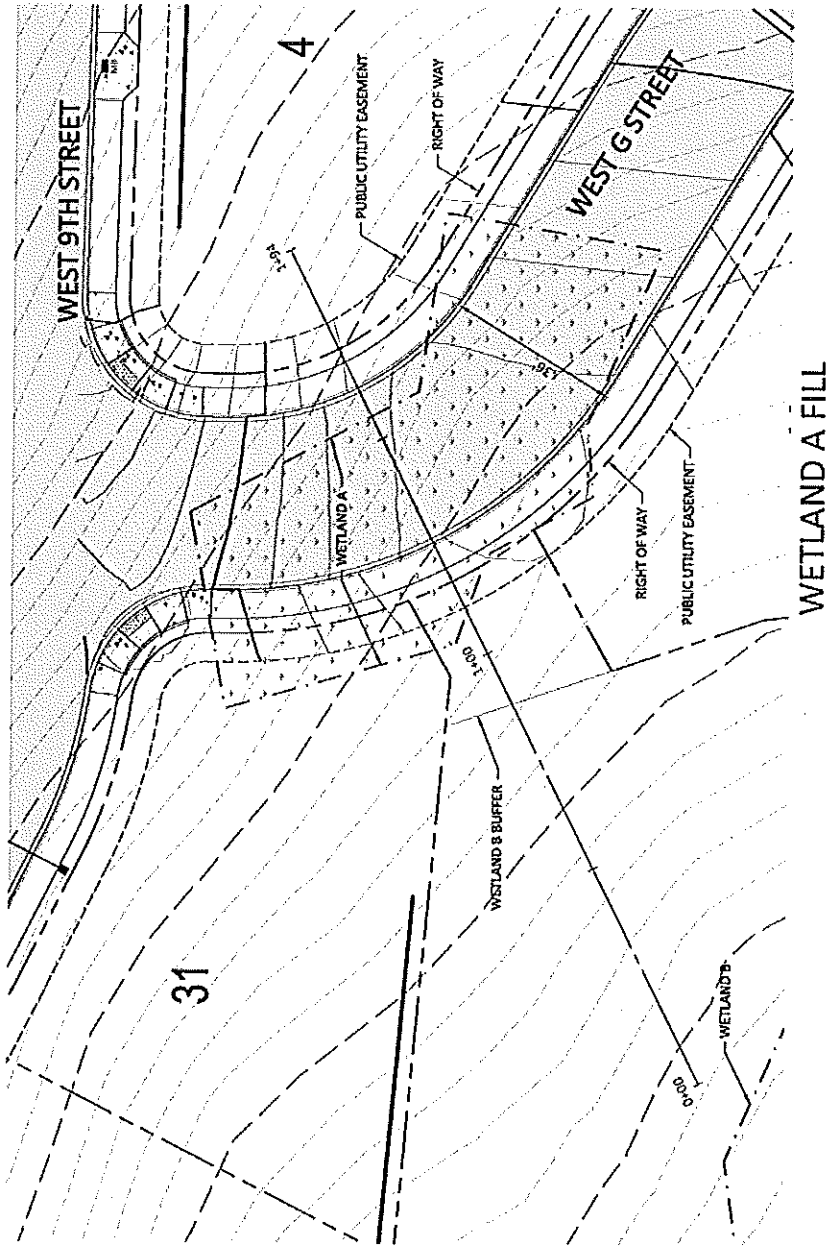
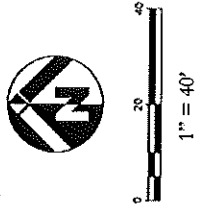
APPLICANT:
WARAC, LLC
7211 A NE 43rd Avenue
Vancouver, WA 98661

PURPOSE: As-Built Report

Impacts - Wetland A
Kays Subdivision Project
La Center, Washington

 **The Resource Company, Inc.**
ENVIRONMENTAL SERVICES • GIS • HABITAT RESTORATION
8416 N.E. 8th Avenue, Vancouver, WA 98666 ph: 360-693-6555 fax: 360-693-6242

PROPOSED ACTIVITIES IN:
E. Fork of the Lewis River Watershed
LEGAL: NW ¼ of Section 3, T4N, R1E,
W. M.,
NEAR: La Center, Washington
COUNTY: Clark County
DATE: January 29, 2018
Figure 3 of 9



Corps Reference No.: NWS-2013-739
 WARAC, LLC

APPLICANT:
 WARAC, LLC
 7211 A NE 43rd Avenue
 Vancouver, WA 98661

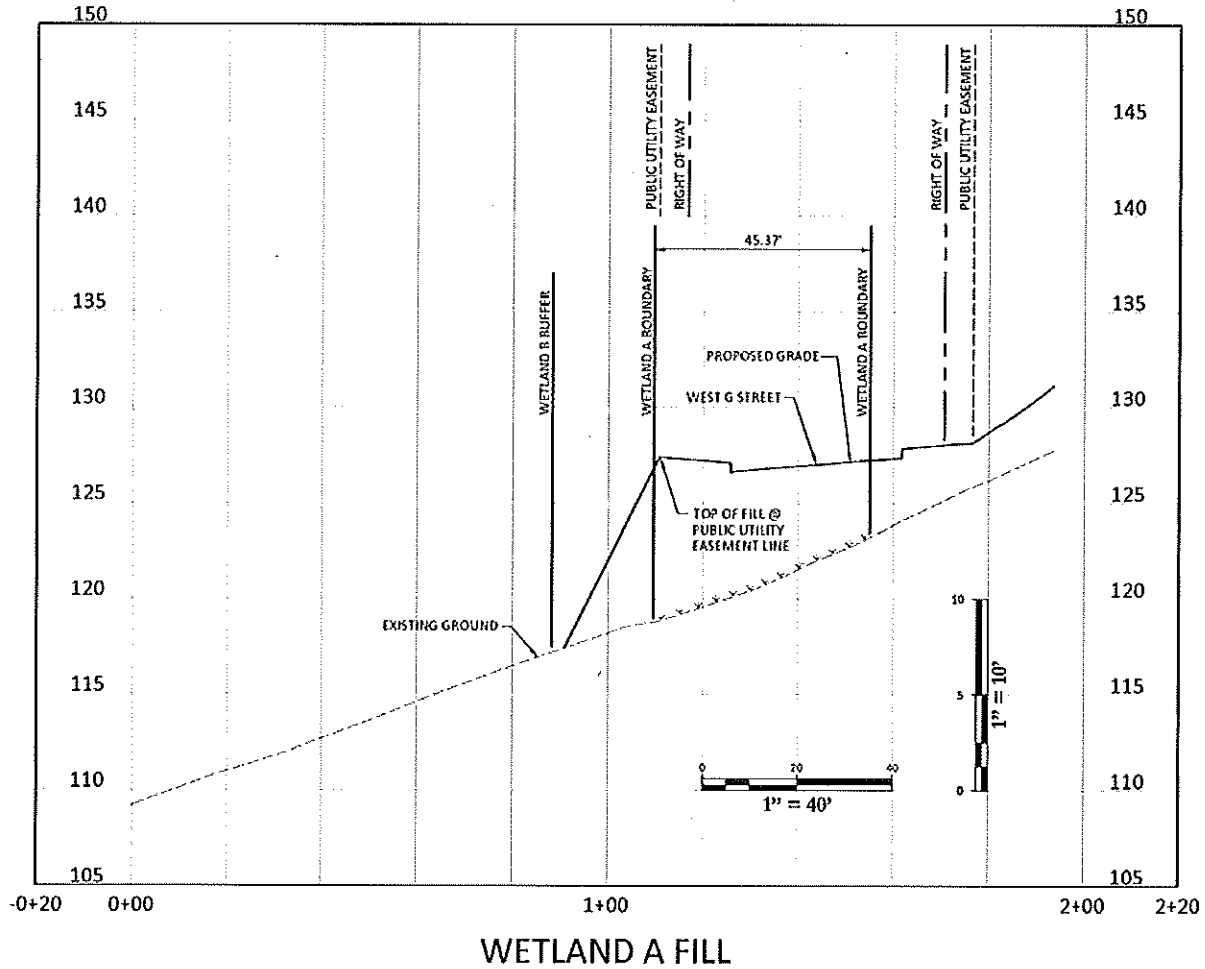
PURPOSE: As-Built Report

Wetland A Roadway Fill Details
 Kays Subdivision Project
 LaCenter, Washington



PROPOSED ACTIVITIES IN:
 E. Fork of the Lewis River Watershed
 LEGAL: NW ¼ of Section 3, T4N, R1E,
 W. M.,
 NEAR: La Center, Washington
 COUNTY: Clark County
 DATE: January 29, 2018

Figure 4 of 9



Corps Reference No.: NWS-2013-739
WARAC, LLC

APPLICANT:
WARAC, LLC
7211 A NE 43rd Avenue
Vancouver, WA 98661

PURPOSE: As-Built Report

**Wetland A Roadway Fill Cross Section
Kays Subdivision Project
La Center, Washington**



**The Resource
Company, Inc.**

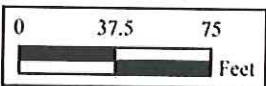
ENVIRONMENTAL SERVICES • GIS • HABITAT RESTORATION
8115 NE 8th Avenue, Vancouver, WA 98666 • 360-533-4555 Fax: 360-639-6242

PROPOSED ACTIVITIES IN:
E. Fork of the Lewis River Watershed
LEGAL: NW ¼ of Section 3, T4N, R1E,
W. M.,
NEAR: La Center, Washington
COUNTY: Clark County
DATE: January 29, 2018
Figure 5 of 9









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Outfall Impact Area
Below the OHWM
= 96 sq.ft.



LEGEND

 Wetland C	 Proposed Subdivision and Utilities	 Temporary Impacts
 Wetland Buffers	 Outfall Construction Zone	 Category IV Wetland - 440 sq. ft.
 Project Area		 Wetland Buffer - 2,970 sq. ft.

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WARAC, LLC

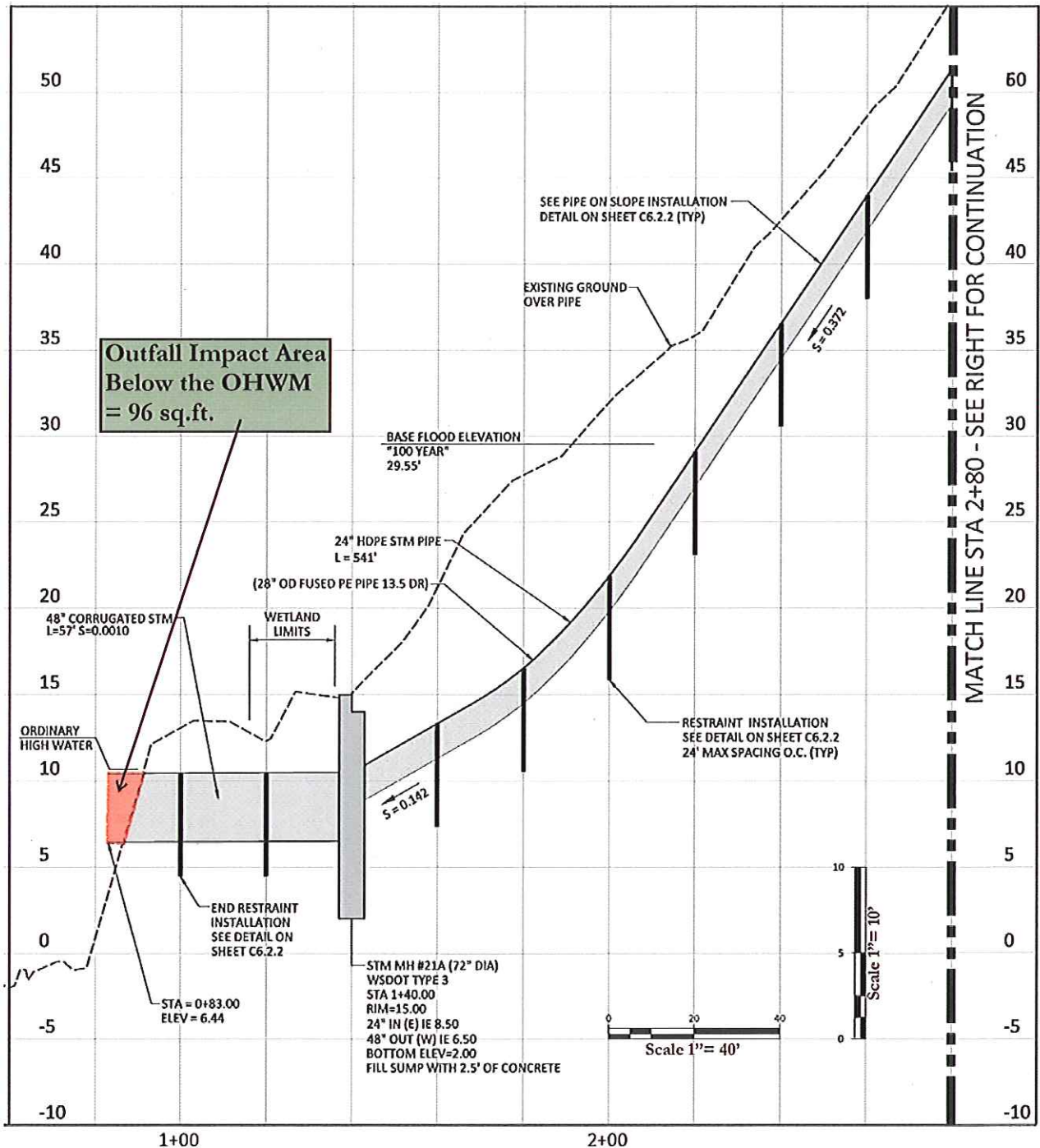
APPLICANT:
WARAC, LLC
7211 A NE 43rd Avenue
Vancouver, WA 98661

PURPOSE: As-Built Report

Wetland C Temporary Impacts
Kays Subdivision Project
La Center, Washington



PROPOSED ACTIVITIES IN:
E. Fork of the Lewis River Watershed
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W. M.,
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DATE: January 29, 2018
Figure 6 of 9



Corps Reference No.: NWS-2013-739
WARAC, LLC

APPLICANT:
WARAC, LLC
7211 A NE 43rd Avenue
Vancouver, WA 98661

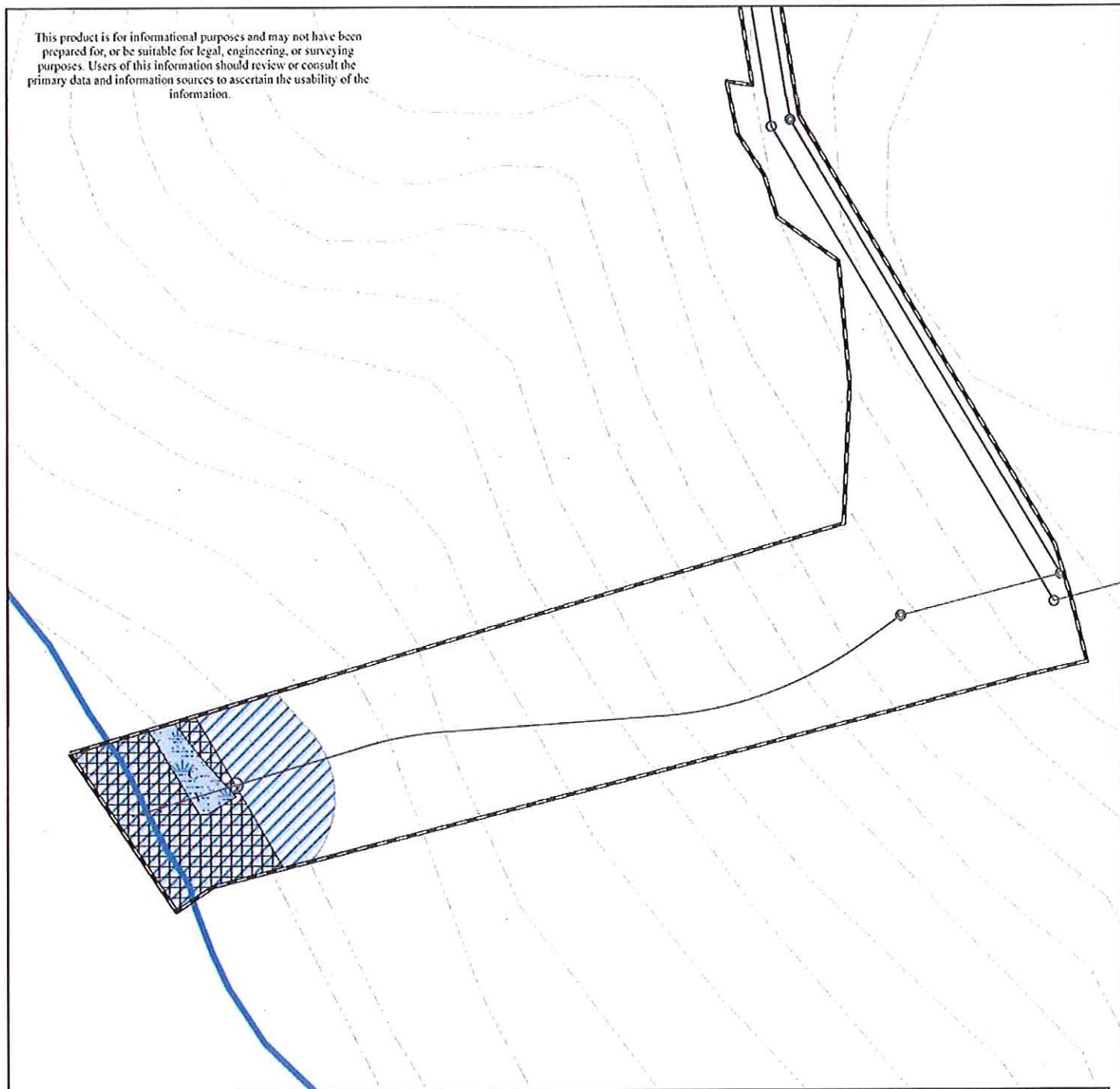
PURPOSE: As-Built Report

Outfall Pipe Impacts
Kays Subdivision Project
La Center, Washington








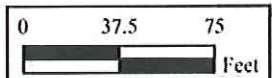
PROPOSED ACTIVITIES IN:
E. Fork of the Lewis River Watershed
LEGAL: NW ¼ of Section 3, T4N, R1E,
W. M.,
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COUNTY: Clark County
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Figure 7 of 9

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LEGEND

-  10 Foot Contours
-  Proposed Subdivision and Utilities
-  Ordinary High Water Mark (OHWM)
-  Riparian Habitat Conservation Area Enhancement - 4,630 sq. ft.
-  Wetland C Enhancement Area - 807 sq. ft.
-  Wetland Buffer
-  Project Area



Corps Reference No.: NWS-2013-739
WARAC, LLC

APPLICANT:
WARAC, LLC
7211 A NE 43rd Avenue
Vancouver, WA 98661

PURPOSE: As-Built Report

**Wetland C and Riparian Enhancement
Kays Subdivision Project
La Center, Washington**



PROPOSED ACTIVITIES IN:
E. Fork of the Lewis River Watershed
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Figure 8 of 9



Upper Portion of Outfall Pipe



Stormline Path to Outfall



Storm Pipe Outfall Area



Submerged Outfall Pipe



Planted Wetland C



Planted Wetland C

Corps Reference No.: NWS-2013-739
WARAC, LLC

APPLICANT:
WARAC, LLC
7211 A NE 43rd Avenue
Vancouver, WA 98661

PURPOSE: As-Built Report

Project Photographs
Kays Subdivision Project
La Center, Washington



PROPOSED ACTIVITIES IN:
E. Fork of the Lewis River Watershed
LEGAL: NW ¼ of Section 3, T4N, R1E,
W. M.,
NEAR: La Center, Washington
COUNTY: Clark County
DATE: January 29, 2018
Figure 9 of 9

**WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT
EAST FORK LEWIS MITIGATION BANK**

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between East Fork Lewis Mitigation Partners, LLC a Washington limited liability company (“Bank Sponsor”), and WARAC, LLC, a limited liability company, (“Buyer”) (collectively “Parties”).

1. RECITALS

- 1.1. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), and Clark County (collectively the “Permitting Authorities”), Bank Sponsor has established a wetland mitigation bank known as the “East Fork Lewis Mitigation Bank” (“EFLMB”).
- 1.2. The EFLMB is established to operate in the State of Washington with a Service Area defined by the Mitigation Banking Instrument.
- 1.3. The purpose of the EFLMB is to provide off-site mitigation for unavoidable impacts to wetlands and other critical areas associated with certain development activity within the Service Area.
- 1.4. Bank Sponsor is authorized by the Permitting Authorities to operate the EFLMB and to obtain, hold, sell, and transfer wetland mitigation credits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.5. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.6. Buyer wishes to purchase from Bank Sponsor and Bank Sponsor wishes to sell to Buyer one or more Mitigation Credits from the EFLMB for the Project on the terms and conditions contained in this Agreement.

2. AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Bank Sponsor and Buyer agree as follows:

2.1. Purchase/Sale of Mitigation Credits

- 2.1.1. **Purchase/Sale.** Bank Sponsor hereby sells to Buyer and Buyer hereby buys from Bank Sponsor: (0.13) Wetland Mitigation Credits upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).
- 2.1.2. **Purchase Price.** The purchase price for the Project Mitigation Credits shall be: Twenty-two thousand and 00/100 Dollars (U.S. \$22,000.00) (“Purchase Price”).
- 2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Bank Sponsor as otherwise provided in this Agreement.

2.2. Buyer’s Obligations/Limitation on Transfer of Mitigation Credits/Project Information.

2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Bank Sponsor provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Bank Sponsor shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

2.2.2. **Project.** [*to be completed by Buyer*] The Project, Permit(s), and related information is as follows:

2.2.2.1. Buyer’s name, address, & telephone number: __

Mr. Jerry Nutter
WARAC, LLC
7211 A Northeast 43rd Avenue
Vancouver, Washington 98661

2.2.2.2. Permitting Agency(ies) name(s), address(es), telephone number(s):

US Army Corps of Engineers
Seattle Regulatory Branch
Attn: Danette Guy
PO Box 3755
Seattle, WA 98124

2.2.2.3. Permit(s) Number(s) Date of Permit:

Permit Agency	Number	Date of Issuance
USACE	NWS-2013-739	12-12-2016

2.2.2.4. Project Name & Location: ____

Kays Subdivision Project, located at: 3555 W 5th St. in La Center Washington.

2.2.2.5. **Brief Description of Impact(s) to be Compensated for by the Project Mitigation Credits:** Impacts are to 0.15 acres of a Category 4 wetland for a residential subdivision project.

2.2.3. **Disclosure.** Buyer acknowledges and agrees that Bank Sponsor may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2, the Clark County Auditor, and the Permitting Authorities.

2.3. *Title/Risk of Loss*

2.3.1. **Conveyance.** At Closing, Bank Sponsor shall convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein. Conveyance shall be in the form of a letter from the Bank Sponsor to the Buyer and Permitting Authorities notifying them that credits have been transferred by the bank to the Buyer for the permits and projects detailed in Section 2.2.2

2.3.2. **Risk of Loss.** Bank Sponsor shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

2.4. *Representations and Warranties*

Bank Sponsor represents and warrants to Buyer that:

2.4.1. Bank Sponsor is authorized by the Permitting Authorities to operate the EFLMB and to obtain, hold, sell, and transfer Mitigation Credits; and

2.4.2. Bank Sponsor owns the Project Mitigation Credits and has the right to sell said credits to Buyer.

2.5. *Closing*

2.5.1. **Closing and Closing Date.** The closing of the purchase and sale of the Project Mitigation Credits ("Closing") shall occur when the Bank Sponsor receives a cashiers check for the purchase amount, under the terms of this Agreement within ten (10) days after the effective date of this Agreement ("Closing Date").

2.5.2. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Bank Sponsor and Buyer.

2.6. *Notice*

2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with

return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.

2.6.2. If to Bank Sponsor: EFLMB
801 E 1st St. Suite B 107
Cle Elum, WA 98922

2.6.3. If to Buyer: As provided in Section 2.2.2 above.

2.7. Miscellaneous

2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Bank Sponsor and Buyer have executed this Agreement.

2.7.2. **Assignment.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Bank Sponsor, which shall be in Bank Sponsor's reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.

2.7.4. **Time.** Time is of the essence of this Agreement.

2.7.5. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

2.7.6. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

2.7.7. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.

2.7.8. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.

2.7.9. **Computation of Time.** If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

- 2.7.10. **Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party. This provision shall survive Closing and shall not be merged into the Bill of Sale.
- 2.7.11. **Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.
- 2.7.12. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Bank Sponsor. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 2.7.13. **Counterparts/Faxes.** This Agreement may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document (other than the Bill of Sale), and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm facsimile transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

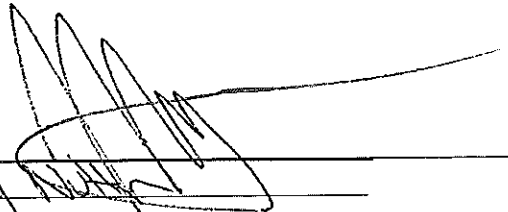
EAST FORK LEWIS MITIGATION PARTNERS, LLC, Bank Sponsor

Victor Woodward

8-15-2017

By: _____
Victor Woodward, EFL Bank Sponsor Date

AND,



By: _____
Sam ... Date *8/15/17*

[print name and title]

HABITAT BANC NW

IRT MEMBERS:

US Army Corps of Engineers
Mitigation Banking Specialist
Regulatory Branch
PO BOX 3755
Seattle, WA 98124-3755

REGULATORY:

US Army Corps of Engineers
Regulatory Branch
Attn: Danette Guy
PO Box 3755
Seattle, WA 98124

WA Dept. of Ecology
Mitigation Banking Specialist
Shorelands and Environment Program
PO BOX 47600
Olympia, WA 98504-7600

APPLICANT:

Mr. Jerry Nutter
WARAC, LLC
7211 A Northeast 43rd Ave
Vancouver WA 98661

Clark County Department of Environmental
Services
P.O. Box 9810
Vancouver, WA 98666-9810

RE: Transfer of Mitigation Credits from the East Fork Lewis Mitigation Bank

Notice is hereby given that on September 1, 2017 the East Fork Lewis Mitigation Bank has transferred 0.13 wetland mitigation credits to the Kays Subdivision Project in La Center WA. These credits are to be applied to the following permits:

<u>Issuing Regulatory Agency:</u>	<u>Permit #</u>	<u>Issue Date:</u>
USACE	NWS-2013-739	12-12-2016

Notice will be filed on the property title with the Clark County Auditor per the Mitigation Banking Agreement. The bank credit ledger has been updated. Copies of these documents will be sent to the IRT Co-Chairs, the issuing regulatory agency and the project applicant.

Sincerely,



Victor Woodward
Sponsor
East Fork Lewis Mitigation Bank



US Army Corps
of Engineers
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-2013-739

Name of Permittee: WARAC, LLC

Date of Issuance: December 12, 2016

Upon completion of the activity authorized by this permit, please check the applicable boxes below, date and sign this certification, and return it to the following address:

Department of the Army
U.S. Army Corps of Engineers
Seattle District, Regulatory Branch
Post Office Box 3755
Seattle, Washington 98124-3755

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of your authorization, your permit may be subject to suspension, modification, or revocation.

<input checked="" type="checkbox"/>	<p>The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.</p> <p>Date work complete: <u>September 5, 2017</u></p> <p><input checked="" type="checkbox"/> Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input checked="" type="checkbox"/>	<p>If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).</p> <p>Date work complete: <u>December 11, 2017</u> <input type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input checked="" type="checkbox"/>	<p>Provide phone number/email for scheduling site visits (must have legal authority to grant property access).</p> <p>Printed Name: <u>John Kelly</u></p> <p>Phone Number: <u>360 907-9409</u> Email: <u>johnk@nuttercorp.com</u></p>
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Printed Name: Kevin Grosz

Signature:

Date: 1/29/2018