

MEMORANDUM OF AGREEMENT
between the
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
and the
CITY OF WHITE SALMON
for
MANAGING IMPACTS TO STATE LANDS
FROM WATERLINE TRANSMISSION INSTALLATION AND WITHIN BUCK
CREEK ROAD AND ABANDONMENT OF EXISTING LINE PROJECT

VERSION 1.1
EFFECTIVE DATE _____

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This memorandum of agreement (Agreement) is between the City of White Salmon herein called City and the STATE of WASHINGTON, acting by and through the Department of Natural Resources, herein called State, dated as of _____.

RECITALS

- A. The Agreement memorializes a mutual commitment between the City and State (individually referred to as Party and collectively as Parties) to find compatible solutions to conflicts and challenges that may be caused through the installation by the City of a water transmission pipeline within the prism of Buck Creek Road on State Lands, as well as the decommissioning and abandonment of an existing water transmission pipeline on State lands.
- B. The Agreement lists the locations and requirements for decommissioning and abandonment of the existing pipeline and acknowledges the criteria the City is required to meet for release of the funds from the third party account.
- C. The Agreement identifies work and cost responsibilities for each party associated with cooperative decommissioning and abandonment of the existing pipeline.

AGREEMENT

Scope

Except as otherwise provided, this Agreement applies to the utility easement (DNR agreement number 50-101897) that permits the City to install a water transmission pipeline within the prism of Buck Creek Road on State land. This Agreement also provides requirements for and a plan for cooperative implementation of the decommissioning and abandonment of an existing water transmission pipeline encumbering State land. The Parties may negotiate a mutually agreeable resolution to reconcile a conflict that arises during the term of the Agreement, when appropriate. Unless otherwise noted, any City obligation or requirement in this Agreement applies to the City's contractors, licensees and other authorized City easement users.

Term

This Agreement will remain in effect for three (3) years after the completion of the installation of the water transmission pipeline unless amended, replaced by another agreement, terminated by mutual written consent of the Parties, or terminated in whole or in part through the dispute resolution process. Parties shall meet periodically to review and amend this Agreement as necessary.

Performance Guarantee

The City shall procure, maintain in full force, and provide proof to State of a savings account assignment, or letter of credit, (hereafter referred to as Funds) in the minimum amount of FIFTY THOUSAND DOLLARS and NO/100 (\$50,000.00) for two (2) years after Substantial Completion of the City's contract for the installation of the transmission main. Funds to be held by City's financial institution and available to be paid after 30 days from the time of notice to

the City for failure to cure a breach of this Agreement, approved transmission main design drawings and specifications or Exhibit D, Operational Requirements for Line Construction and Maintenance of the easement document. Performance guarantee will be used to guarantee the City has met all the Exhibit D, Operational Requirements for Line Construction and Maintenance requirements of the easement document, approved transmission main design drawings and specifications and this Agreement. As assurance that the City shall repair road from damages caused by the installation of the utilities granted via the easement document, the City shall, with notice of defect from the State, correct any defective road work within two years after the date of Substantial Completion of the transmission main project. Notice of defective work shall be sent to the City's local contact designated in Exhibit D.

If the City fails within five (5) business days after written notice from the State to correct the defective road work, then the State may, after ten (10) business days written notice to City, correct or remedy any such road deficiency. If emergency road repairs are needed as a result of the City's transmission main installation the State or the State's agents may, at State's sole discretion, perform the road repairs after providing written notice to the City. The term "emergency road repair" means a repair to a road that was not planned and that is needed to prevent imminent loss of human life or structural integrity of the road.

This provision shall survive the expiration or termination of this Agreement to the extent that is applied to post-expiration or post-termination responsibilities of the City.

These Funds only apply to the City's Exhibit D, Operational Requirements for Line Construction and Maintenance responsibilities of the easement document, approved transmission main design drawings and specifications, City's responsibility for its work related to the decommissioning of the existing pipeline and terms of this Agreement.

State will release all Funds, including accrued interest (if any), when all requirements of the Exhibit D, Operational Requirements for Line Construction and Maintenance responsibilities contained within the easement document, approved transmission main design drawings and specifications, the City's responsibilities for its work on the decommissioning of the existing pipeline and the terms of this Agreement have been successfully completed.

In the event that the City fails to award the transmission line contract, the Funds will be released to the City within 30 days of written notice to State.

In the event that the State fails to fulfill its obligations described in Exhibits A and B within two (2) years from the date of the City's Substantial Completion of the transmission main installation, then the Funds will be released to the City within 30 days of written notice to State.

Conditions for Release of Funds by State Related to Waterline Abandonment and Use of Buck Creek Trailhead Parking Lot

The following requirements must be met in order for release of the performance guarantee:

1. All the City’s related abandonment requirements of the existing pipeline must be met. Abandonment Requirements are listed in Exhibit A and shown approximately in Exhibit B.
2. The City has expressed interest in utilizing the Buck Creek Trailhead parking lot along the B-1000 as an equipment and supplies laydown area. If the parking lot is to be utilized as a laydown area, the City must:
 - a. Move boulders near the restroom area and away from laydown site.
 - b. Move picnic table away from laydown site.
 - c. Reinstall picnic table and boulders as part of restoration and clean-up
 - d. Remove all fire pits.
 - e. Restore parking lot to condition it was in before converting to laydown area.
 - f. Apply rock/gravel to parking lot and picnic table area following the specifications listed below in items i, ii and iii:
 - i. SURFACING ROCK -3/4 INCH MINUS CRUSHED ROCK-
SPECIFICATIONS: Surfacing for post use rehabilitation of trailhead access road, parking and picnic area used for laydown area by City shall consist of 3/4 inch minus crushed rock and shall meet the following requirements for gradation:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
3/4 inch square	99% - 100%
1/2 inch square	80% - 100%
No. 4	46% - 66%
No. 40	8% - 24-%
No. 200	10-% max.

- Estimated quantity is 90 cubic yards. It shall be the City’s responsibility to obtain and deliver 3/4 inch minus crushed rock from a commercial source.
- ii. SURFACING ROCK – APPLICATION: Surfacing rock for post use rehabilitation of trailhead access road, parking and picnic area used for laydown area by City shall be applied to locations and depth as directed by the State up to 90 cubic yards, truck measure. Care shall be taken during placement and compaction of surfacing so that no damage occurs to the existing and new improvements. A smooth transition shall be created between the existing and applied surfacing.
 - iii. SURFACING ROCK – COMPACTION: Surfacing rock for post use rehabilitation of trailhead access road, parking and picnic area used for laydown area by Grantee shall be compacted to at least 95 percent of maximum density in lifts in accordance with 4-04.3(4) and 4-04.3(5) of the WSDOT Standard Specifications. Surfacing shall be uniform, firm, rut free and shaped to ensure surface runoff in an even, un-concentrated manner.

Cooperative Decommissioning and Abandonment of the Water Transmission Pipeline

The Parties will combine maintenance employees into a crew to accomplish the work described in Exhibit A. Each party shall track and report to the other party their associated

time and costs for appropriate sharing. Party responsibilities and shares are summarized as follows:

Work Responsibilities:

- City is responsible for cutting, capping and disposal of the existing transmission line at each site, as well as removal and disposal of associated infrastructure including standpipes, valves and culverts.
- State is responsible for obtaining a Forest Practice Permit for all excavation work including opening up old grade, excavation of fills and culverts, rehabilitation of slopes, construction of non-drivable water bars and erosion control.

Fiscal Responsibilities:

- State is responsible for all work costs at sites 1 and 2.
- City and State will share cost 50/50 for all work at site 3.
- City is responsible for all work costs at sites 4 – 18.
- City and State will share cost for equipment mobilization and waterline access based on their total share of site costs.
- City share of costs is limited to \$50,000.

Share in Costs:

- Sites 1 and 2 are sole-use sites and tasks are 100% State sole cost.
- Site 3 is shared between Parties and costs will be shared 50/50 between State and City.
- Sites 4-18 are sole use site and tasks are 100% City sole cost.

Compliance with Habitat Conservation Plan

The project area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. TE812521-1 as supplemented by Permit No. 1168 (collectively ITP). As long as the Habitat Conservation Plan remains in effect, City and all Permittees acting under City shall comply with the terms and conditions set forth in Exhibit C while operating on the Abandonment Area.

Dispute Resolution

The Parties shall use their best efforts and good faith to resolve all disputes arising from this Agreement at the lowest level. In the event field representatives of the Parties are unable to resolve a dispute, the Parties may invoke the following process:

1. **Dispute Notice.** The Party disputing the outcome may invoke the dispute resolution process by sending a dispute notice (Dispute Notice) as shown in Exhibit E to the Party contacts identified in Exhibit D (Contacts for Notification). The Dispute Notice shall include a statement of the dispute along with supporting documentation and proposed resolution.
2. **Dispute Response.** The other Party has thirty (30) calendar days from receipt of the Dispute Notice to respond (Dispute Response). The Dispute Response shall include either an acceptance of the proposed resolution or an alternative resolution along

with supporting documentation. The Dispute Response shall include a proposed location and meeting date which shall be within thirty (30) days of the Dispute Response (Dispute Meeting).

3. Dispute Meeting. The Parties shall meet to resolve the dispute in whole or in part. The Parties shall memorialize the Dispute Meeting in writing using the Record of Dispute Resolution Form attached as Exhibit F.
4. Designated Representatives. In the event the Parties are unable to resolve the dispute using this process, the representatives designated below shall meet within sixty (60) days to resolve the dispute (Designated Representatives).

CITY: Mayor
City of White Salmon
PO Box 1239
White Salmon, WA 98672
(509) 493-1133

STATE: Southeast Region Manager
Washington State Department of Natural Resources
713 Bowers Road
Ellensburg, WA 98926-9301
(509) 925-8510

5. Executive Process. In the event the Designated Representatives are unable to resolve the dispute, the Mayor for the City and the Deputy Supervisor for State Uplands for the State shall meet within sixty (60) days to resolve the dispute. This process does not preclude the exercise of other legal rights by the State or City including claims in an appropriate court.

GENERAL PROVISIONS

Effective Date

The Effective Date of this Agreement shall be the date on which the last Party executes this Agreement. The Effective Date will be inserted on the third page of the Agreement when such date is determined.

Exhibits

All exhibits referenced in this Agreement are incorporated as part of the Agreement.

Headings

The headings in this Agreement are for convenience only, and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any of its provisions.

Notice

Any notices or submittals required or permitted under this Agreement may be delivered personally, sent by facsimile machine or mailed first class, certified return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three (3) days after being mailed, whichever is applicable.

To State:
Department of Natural Resources
Southeast Region
713 Bowers Road
Ellensburg, WA 98926-9301
Phone: (509) 925-8510

To City:
City of White Salmon
PO Box 2139
White Salmon, WA 98672
Phone: (509) 493-1133

Amendments

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties. When there is a substantial change in statutes or regulations that interfere with the Parties' ability to comply with this Agreement, the Parties will negotiate in good faith an amendment to this Agreement.

Waiver

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the Parties.

References

All references in this Agreement to statutes, rules, regulations, guidelines, manuals, standards, HCP, best practices, Environmental Impact Statements, etc. (individually referred to as Reference and collectively referred to as References) are intended to apply to the References as written or hereafter amended. If a Reference no longer exists or is substantially modified, the

Parties will mutually agree upon a substitute Reference or terms as necessary to implement this Agreement. Until the Parties adopt a substitute Reference or terms, the Reference that existed upon the Effective Date of this Agreement will govern, unless there is a change in law or regulation.

Severability

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

No Third Party Rights or Liabilities

This Agreement does not create any third party rights or liabilities.

All Writings Contained Herein

Except as provided in DNR Easement No. 50-101897, this Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF WHITE SALMON

Dated: _____, 2021

MARLA KEETHLER
Mayor
PO Box 2139
White Salmon, WA 98672
Phone: (509) 493-1133

Approved as to form
Date: _____
By _____
Attorney for the City of White Salmon

STATE OF WASHINGTON

DEPARTMENT OF NATURAL
RESOURCES

Dated: _____, 2021

ANGUS W. BRODIE
Deputy Supervisor for State Uplands
1111 Washington St. SE
PO Box 47000
Olympia, WA 98504-7000
Phone: (360) 902-1000



Approved as to form
Date: _____
By _____
Assistant Attorney General

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that Angus W. Brodie is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands for the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at

_____.

My appointment expires _____.

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of Klickitat

I certify that I know or have satisfactory evidence that Marla Keethler is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute said instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of White Salmon to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at

_____.

My appointment expires _____.

EXHIBIT A
TRANSMISSION LINE DECOMMISSIONING AND ROAD ABANDONMENT
REQUIREMENTS

Sole Use State:

Sites 1 & 2

Joint Use Sites between State and City, cost shared at 50%:

Site 3

Sole Use City:

Sites 4 through 18

City and State Requirements for Work:

City:

- Cutting, capping and disposal of existing transmission line.
- Removal and disposal of infrastructure associated with transmission line abandonment, including but not limited to access culverts, standpipes and valves.

State:

- All excavator work including but not limited to opening up the grade for access, removal of culverts and associated fills, rehabilitation upon completion, including non-drivable waterbar installation, disposal of culverts and spreading slash and straw.

General Notes:

Remove and dispose of transmission line at locations on State Lands where culverts and fill are being removed. Also remove and dispose of all above ground headwalls, stand pipe, conduit, valves or valve boxes located on State Lands at sites listed within this Exhibit A.

All soil surfaces on the Abandonment Area, which are devoid of natural cover as a result of the operations hereunder, shall be covered with a 1-inch loose depth layer of weed-free straw as well as available slash on site such as tree limbs and down trees. State does not permit seeding with grass as an erosion control measure.

Site 1 (45° 49.485' N, 121° 33.122' W):

Removal of approximately 60 bank cubic yards of fill material over existing culvert in accordance with Fill – Culvert – Water Transmission Line Removal Typical Detail as shown in Attachment 1 to this Exhibit A.

Remove fill material to natural ground and to old stream bed. Dispose of fill material 50 feet away from crossing or to a distance where potential sediment delivery does not exist, and on ground with less than 45% side slope.

Non-Drivable Waterbar, as shown in Attachment 2 to this Exhibit A, shall be constructed at the toe of slope for each fill material waste location on the stream-ward side.

Removed fill material to be placed on transmission line “road” bed in accordance with the Road Prism Waste Detail as shown in this Attachment 3 to this Exhibit A. Waste fill material shall be compacted in 1 foot lifts with excavator bucket.

Removal and disposal of 18 inch diameter by 30 foot long steel culvert.

Salvage on-site rocky material and apply to stream bed.

Scatter slash, straw and saved vegetative material across all disturbed slopes.

Site 2 (45° 49.402' N, 121° 33.072' W):

Removal of approximately 40 bank cubic yards of fill material over existing culvert in accordance with Fill – Culvert – Water Transmission Line Removal Typical Detail as shown in Attachment 1 to this Exhibit A.

Remove fill material to natural ground and to old stream bed. Dispose of fill material 50 feet away from crossing or to a distance where potential sediment delivery does not exist, and on ground with less than 45% side slope.

Non-Drivable Waterbar, as shown in Attachment 2 to this Exhibit A, shall be constructed at the toe of slope for each fill material waste location on the stream-ward side.

Removed fill material to be placed on transmission line “road” bed in accordance with the Road Prism Waste Detail as shown in Attachment 3 to this Exhibit A. Waste fill material shall be compacted in 1 foot lifts with excavator bucket.

Removal and disposal of 15 inch diameter by 40 foot long steel culvert.

Salvage on-site rocky material and apply to stream bed.

Scatter slash, straw and saved vegetative material across all disturbed slopes.

Site 3 (45° 49.346' N, 121° 33.000' W):

Removal and disposal of approximately 20 lineal feet of water transmission line.

Remove transmission line 5 feet along transmission line into native material (horizontal direction), cap line and place material back into trench. Compact in 1 foot lifts with excavator bucket.

Install non-drivable waterbar in accordance with the Non-Drivable Waterbar Detail as shown in Attachment 2 to this Exhibit A.

Scatter slash/saved vegetative material across all disturbed slopes.

Site 4 (45° 49.284' N, 121° 32.887' W):

Removal of approximately 50 bank cubic yards of fill material over existing culvert in accordance with Fill – Culvert – Water Transmission Line Removal Typical Detail as shown in Attachment 1 to this Exhibit A.

Remove fill material to natural ground and to old stream bed. Dispose of fill material 50 feet away from crossing or to a distance where potential sediment delivery does not exist and on ground with less than 45% side slope.

Non-Drivable Waterbar, as shown in Attachment 2 to this Exhibit A, shall be constructed at the toe of slope for each fill material waste location on the stream-ward side.

Removed fill material to be placed on transmission line “road” bed in accordance with the Road Prism Waste Detail as shown in Attachment 3 to this Exhibit A. Waste fill material shall be compacted in 1 foot lifts with excavator bucket.

Removal and disposal of 96 inch diameter by 30 foot long steel culvert and headwall.

Salvage on-site rocky material and apply to stream bed.

Removal and disposal of approximately 25 lineal feet of water transmission line. Remove transmission line 5 feet into native material (horizontal direction), cap line and place material back into trench. Compact in 1 foot lifts with excavator bucket.

Scatter slash, straw and saved vegetative material across all disturbed slopes.

Site 5 (45° 49.185' N, 121° 32.781' W):

Remove stand pipe and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

Site 6 (45° 48.840' N, 121° 32.503' W):

Remove stand pipe and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

Site 7 (45° 48.794' N, 121° 32.482' W):

Remove all access valve boxes or cans and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

Site 8 (45° 48.790' N, 121° 32.471' W):

Remove side-cast failure.
Dispose of fill material on ground with less than 45% side slope.

Site 9 (45° 48.535' N, 121° 32.413' W):

Remove all access valve boxes or cans and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

Site 10 (45° 48.425' N, 121° 32.367' W):

Remove approximately 40 bank cubic yards of fill material over existing culvert in accordance with Fill – Culvert – Water Transmission Line Removal Typical Detail as shown in Attachment 1 to this Exhibit A.

Remove fill material to natural ground and to old stream bed. Dispose of fill material 50 feet away from crossing or to a distance where potential sediment delivery does not exist, and on ground with less than 45% side slope.

Non-Drivable Waterbar, as shown in Attachment 2 to this Exhibit A, shall be constructed at the toe of slope for each fill material waste location on the stream-ward side.

Removed fill material to be placed on transmission line “road” bed in accordance with the Road Prism Waste Detail as shown in Attachment 3 to this Exhibit A. Waste fill material shall be compacted in 1 foot lifts with excavator bucket.

Remove and dispose of 18 inch diameter by 30 foot long aluminum culvert.

Salvage on-site rocky material and apply to stream bed.

Remove and dispose of approximately 50 lineal feet of water transmission line. Remove transmission line 5 feet along transmission line into native material (horizontal direction), cap line and place material back into trench. Compact in 1 foot lifts with excavator bucket.

Scatter slash, straw and saved vegetative material across all disturbed slopes.

Site 11 (45° 48.144' N, 121° 32.118' W):

Remove approximately 60 bank cubic yards of fill material over existing culvert in accordance with Fill – Culvert – Water Transmission Line Removal Typical Detail as shown in Attachment 1 to this Exhibit A.

Remove fill material to natural ground and to old stream bed. Dispose of fill material 50 feet away from crossing or to a distance where potential sediment delivery does not exist, and on ground with less than 45% side slope.

Non-Drivable Waterbar, as shown in Attachment 2 to this Exhibit A, shall be constructed at the toe of slope for each fill material waste location on the stream-ward side.

Removed fill material to be placed on transmission line “road” bed in accordance with the Road Prism Waste Detail as shown in Attachment 3 to this Exhibit A. Waste fill material shall be compacted in 1 foot lifts with excavator bucket.

Remove and dispose of 24 inch diameter by 30 foot long steel culvert.

Salvage on-site rocky material and apply to stream bed.

Remove and dispose approximately 30 lineal feet of water transmission line. Remove transmission line 5 feet along transmission line into native material (horizontal direction), cap line and place material back into trench. Compact in 1 foot lifts with excavator bucket.

Scatter slash, straw and saved vegetative material across all disturbed slopes.

Site 12 (45° 47.956' N, 121° 31.942' W):

Remove all access valve boxes or cans, and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

Site 13 (45° 47.929' N, 121° 31.938' W):

Removal of approximately 40 bank cubic yards of fill material over existing culvert in accordance with Fill – Culvert – Water Transmission Line Removal Typical Detail as shown in Attachment 1 to this Exhibit A.

Remove fill material to natural ground and to old stream bed. Dispose of fill material 50 feet away from crossing or to a distance where potential sediment delivery does not exist, and on ground with less than 45% side slope.

Non-Drivable Waterbar, as shown in Attachment 2 to this Exhibit A, shall be constructed at the toe of slope for each fill material waste location on the stream-ward side.

Place removed fill material on transmission line “road” bed in accordance with the Road Prism Waste Detail as shown in Attachment 3 to this Exhibit A. Waste fill material shall be compacted in 1 foot lifts with excavator bucket.

Remove and dispose of 12 inch diameter by 40 foot long HDPE pipe.

Salvage on-site rocky material and apply to stream bed.

Remove and dispose of approximately 40 lineal feet of water transmission line. Remove transmission line 5 feet along transmission line into native material (horizontal direction), cap line and place material back into trench. Compact in 1 foot lifts with excavator bucket.

Scatter slash, straw and saved vegetative material across all disturbed slopes.

Site 14 (45° 47.756' N, 121° 31.814' W):

Remove all access valve boxes or cans and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

Site 15 (45° 47.694' N, 121° 31.766' W):

Remove all access valve boxes or cans and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

Site 16 (45° 47.488' N, 121° 31.712' W):

Remove stand pipe and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

Site 17 (45° 47.397' N, 121° 31.708' W):

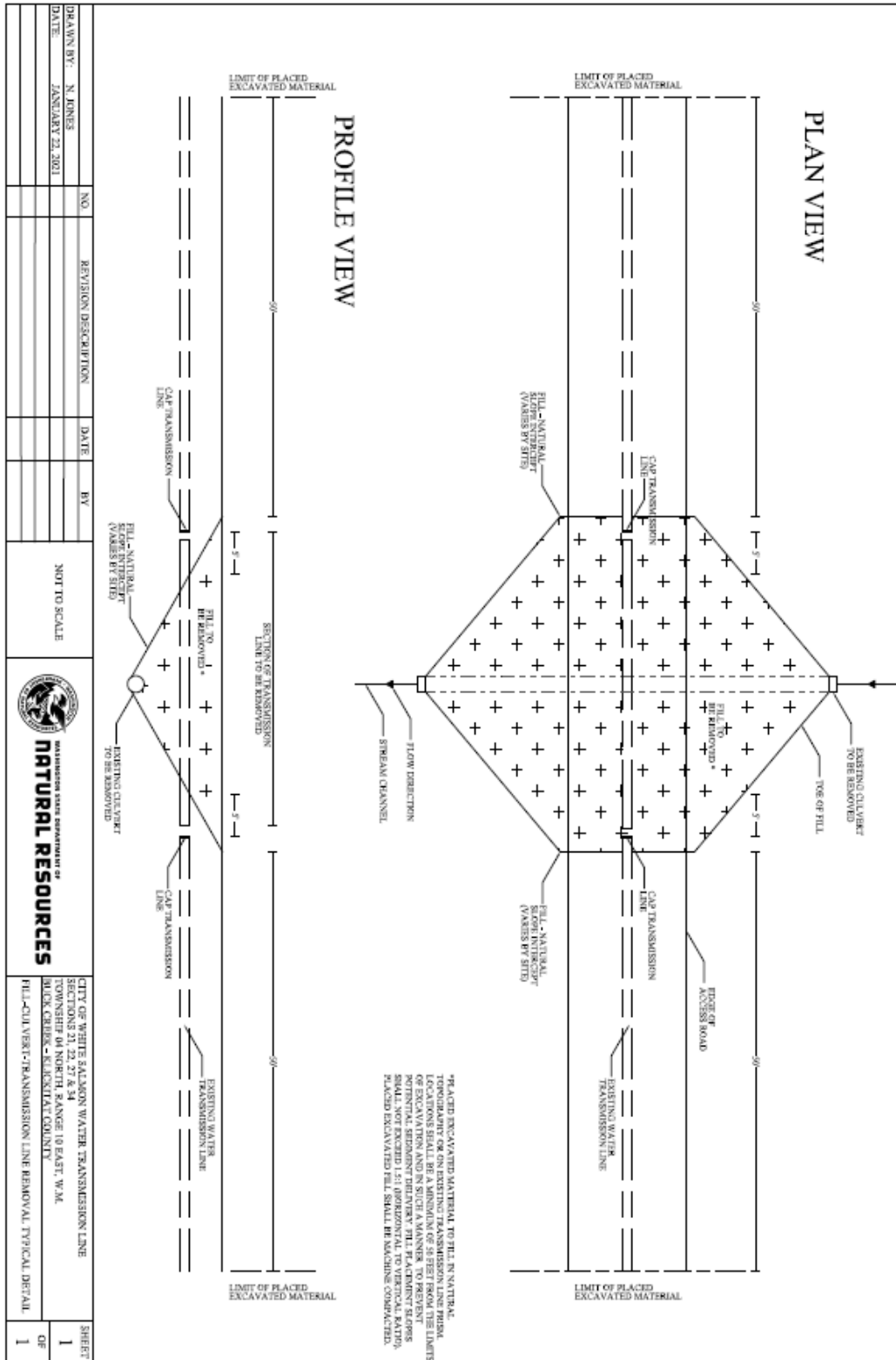
Remove all access valve boxes or cans and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

Site 18 (45° 47.318' N, 121° 31.679' W):

Remove all access valve boxes or cans and all man made material from the transmission line to the surface of existing ground, bury and equipment compact with common material. Compact in 1 foot lifts with excavator bucket.

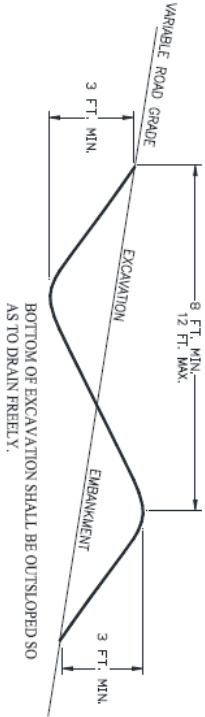
Site Number	Latitude (°N)	Longitude (°W)
1	45° 49.485' N	121° 33.122' W
2	45° 49.402' N	121° 33.072' W
3	45° 49.346' N	121° 33.000' W
4	45° 49.284' N	121° 32.887' W
5	45° 49.185' N	121° 32.781' W
6	45° 48.840' N	121° 32.503' W
7	45° 48.794' N	121° 32.482' W
8	45° 48.790' N	121° 32.471' W
9	45° 48.535' N	121° 32.413' W
10	45° 48.425' N	121° 32.367' W
11	45° 48.144' N	121° 32.118' W
12	45° 47.956' N	121° 31.942' W
13	45° 47.929' N	121° 31.938' W
14	45° 47.756' N	121° 31.814' W
15	45° 47.694' N	121° 31.766' W
16	45° 47.488' N	121° 31.712' W
17	45° 47.397' N	121° 31.708' W
18	45° 47.318' N	121° 31.679' W

ATTACHMENT 1 TO EXHIBIT A FILL-CULVERT-TRANSMISSION-LINE-REMOVAL TYPICAL DETAIL



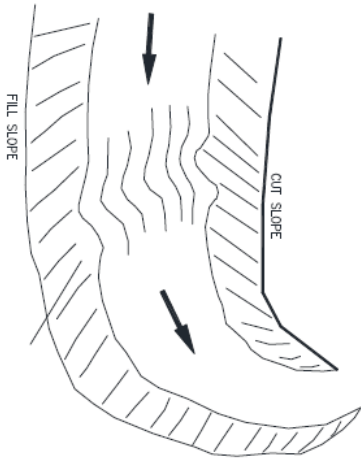
ATTACHMENT 2 TO EXHIBIT A NON-DRIVABLE WATER BAR DETAIL

NON-DRIVABLE WATER BAR DETAIL



PROFILE VIEW

NOTE: EMBANKMENT SIDE OF UNDRIVABLE WATER BAR
SHALL BE PLACED IN ON SIDE VEHICLE TRAFFIC
WILL BE COMING FROM.



METHOD OF INSTALLATION

**ATTACHMENT 3 TO EXHIBIT A
ROAD PRISM WASTE DETAIL**

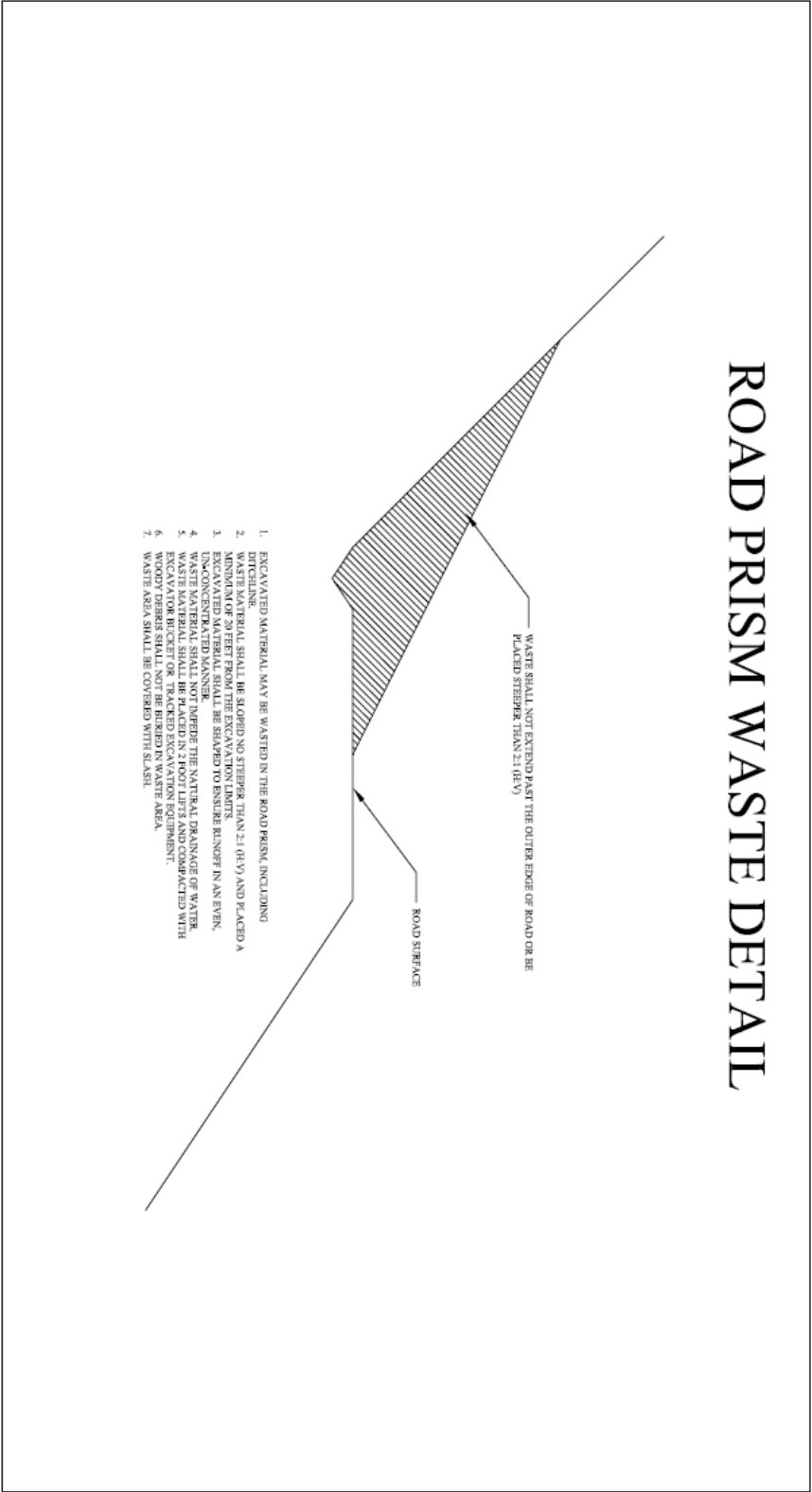
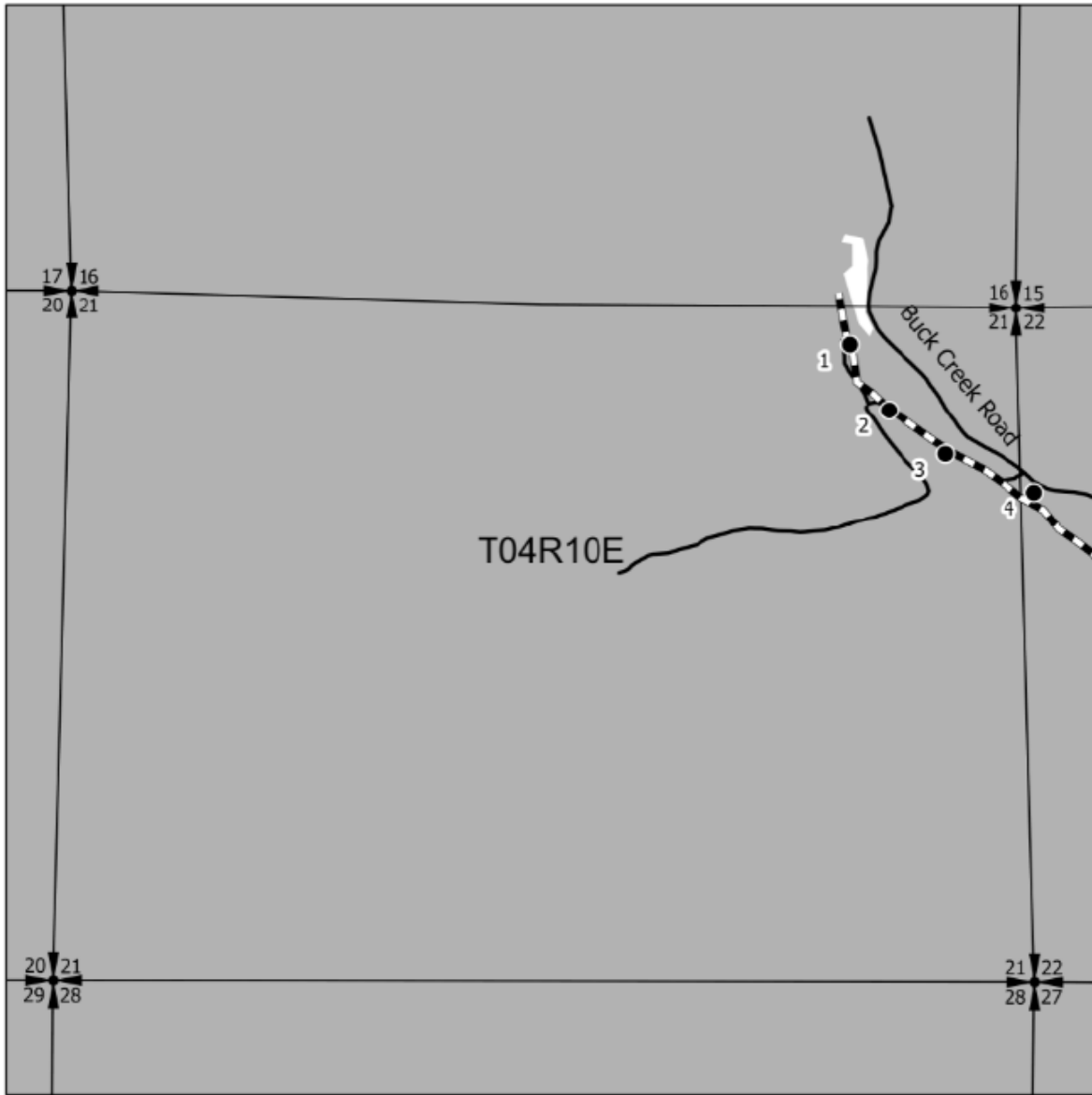
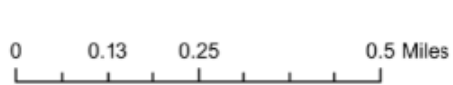


EXHIBIT B
DECOMMISSIONING AND ABANDONMENT AREA (Page 1 of 4)



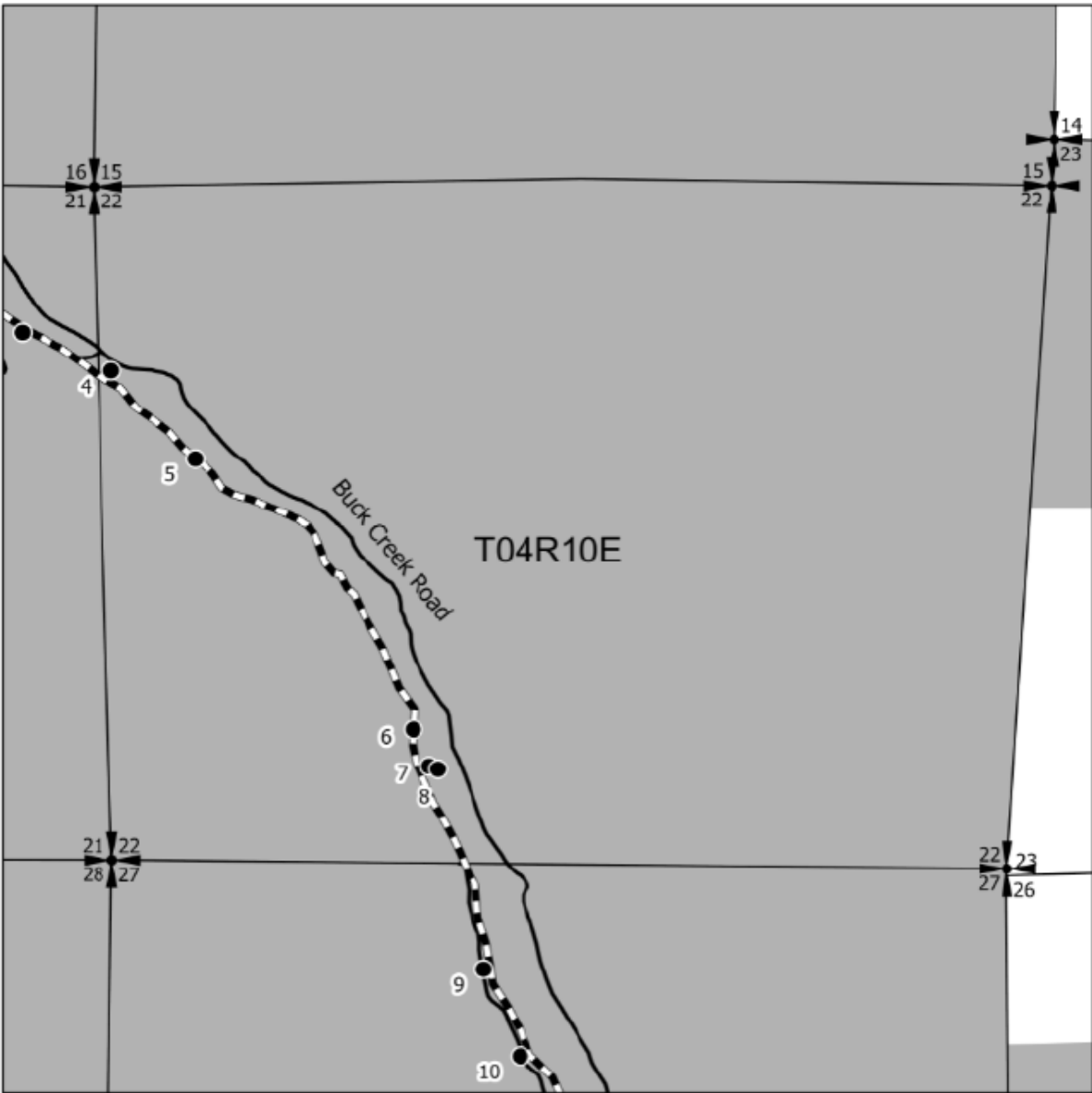
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-  Abandonment Sites
-  State Land
-  Roads
-  Section Corners
-  Abandonment Site Numbers



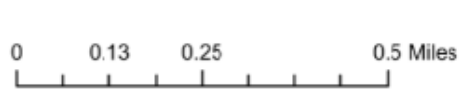
Map Prepared 5/27/2021



**EXHIBIT B
DECOMMISSIONING AND ABANDONMENT AREA (Page 2 of 4)**



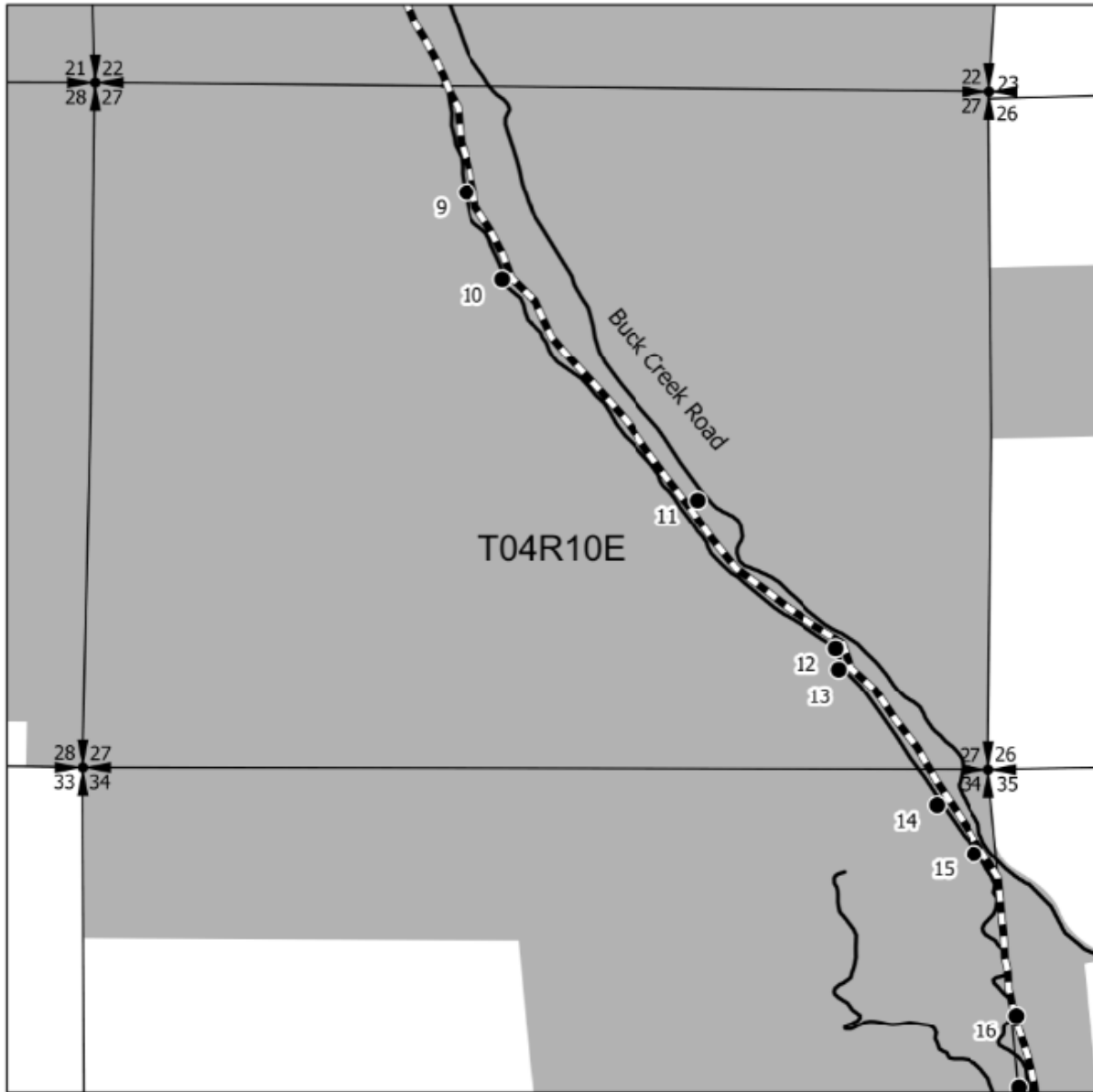
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-  State Land
-  Roads
-  Section Corners
-  Abandonment Site Numbers



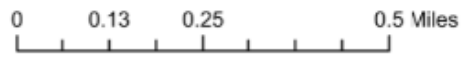
Map Prepared 5/27/2021



**EXHIBIT B
DECOMMISSIONING AND ABANDONMENT AREA (Page 3 of 4)**



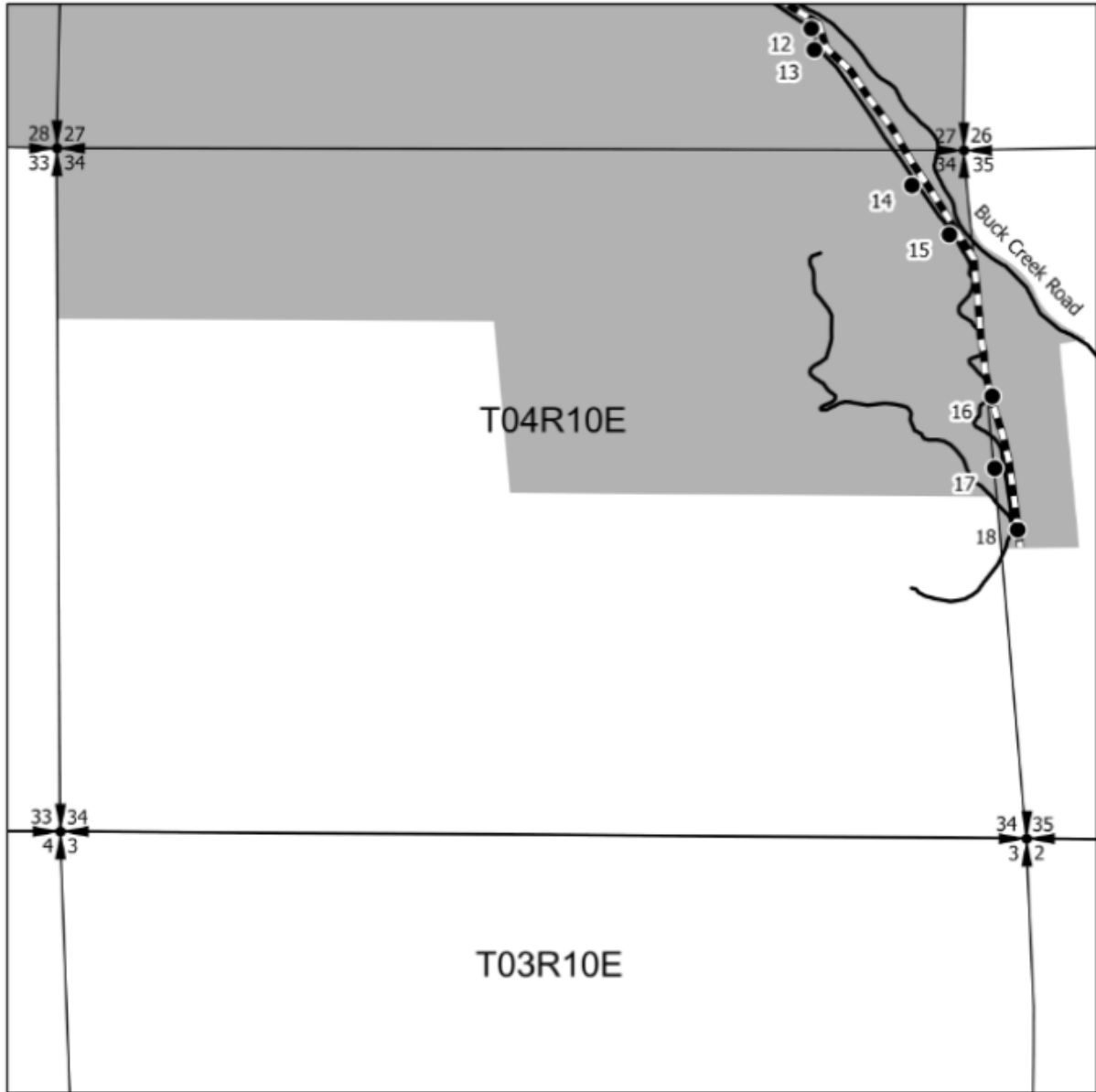
-  Abandoned Line
-  Abandonment Sites
-  State Land
-  Roads
-  Section Corners
-  Abandonment Site Numbers



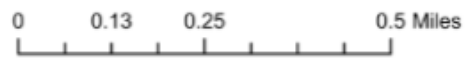
Map Prepared 5/27/2021



EXHIBIT B
DECOMMISSIONING AND ABANDONMENT AREA (Page 4 of 4)



-  Abandoned Line
-  Abandonment Sites
-  State Land
-  Roads
-  Section Corners
-  Abandonment Site Numbers



Map Prepared 5/27/2021



EXHIBIT C
HCP REQUIREMENTS

- 1) City shall immediately notify State of the following:
 - a) That City has discovered locations of any species listed by the U.S. Fish and Wildlife Service as threatened or endangered species (listed species) under the Endangered Species Act as such list may be updated from time to time; and
 - b) That City has located any live, dead, injured, or sick specimens of any listed species.
- 2) Notification required in subsection 1) must in all circumstances occur as soon as practicable but in any event within 24 hours.
- 3) City may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimen of any listed species until the proper disposition of such specimen can be determined by State.
- 4) Any application for a Forest Practices Permit submitted by City for activities on the State Abandonment Area must identify that the State Abandonment Area is covered by the HCP.

**EXHIBIT D
CONTACTS FOR NOTIFICATION**

Notification Category	City official	State official	Remarks
Dispute Resolution	Mayor P.O. Box 2139 100 N. Main Street White Salmon, WA 98672 Phone: (509) 493-1133	Southeast Region Manager 713 Bowers Road Ellensburg, WA 98926-9301 Phone: (509)-925-8510	For dispute resolution
Local Contact	City Clerk/Treasurer P.O. Box 2139 100 N. Main Street White Salmon, WA 98672 Phone: (509) 493-1133	Washington Department of Natural Resources. Region Engineer 713 Bowers Road Ellensburg, WA 98926-9301 Phone: (509) 925-8510	For operations in the Region

EXHIBIT E
DISPUTE RESOLUTION

In the event the Parties are unable to resolve a dispute arising from this Agreement, the Party disputing the outcome may invoke the dispute resolution process by sending a dispute notice to the Party Contacts identified below within thirty (30) calendar days of receipt of the other Party's determination which it disputes (Dispute Notice).

Party Contacts:

CITY: Mayor
City of White Salmon
PO Box 2139
White Salmon, WA 98671
Phone: (509) 493-1133

STATE: Region Manager-Southeast Region
Washington State Department of Natural Resources
713 Bowers Road
Ellensburg WA 98926-9301
Phone: (509) 925-8510

The Dispute Notice will include a summary of each Party's position. Within thirty (30) calendar days of receipt of the Dispute Notice, the Parties will arrange a dispute meeting to discuss and resolve the Party's concerns (Dispute Meeting). In the event the Parties resolve the dispute, the activities as agreed upon by the Parties shall be memorialized in writing prior to the close of the meeting. In the event the resolution includes the payment of funds, such payment shall be made within thirty (30) calendar days or other reasonable timeframe as required to facilitate State's payment approval processes.

In the event the Parties are unable to resolve the issue, the designated representatives identified below will confer to resolve the issue (Designated Representatives). The Designated Representatives will use their best efforts and exercise good faith to resolve such issues.

Designated Representatives:

CITY: Mayor
City of White Salmon
PO Box 2139
White Salmon, WA 98671
Phone: (509) 493-1133

STATE: Southeast Region Manager
Washington State Department of Natural Resources
713 Bowers Road
Ellensburg WA 98926-9301
Phone: (509) 925-8510

In the event the Designated Representatives are unable to resolve the disputed issue, the issue shall be elevated for resolution consistent with delegated authorities. If they are unable to resolve the issue, the dissatisfied Party may pursue any available legal or equitable remedy.

**EXHIBIT F
RECORD OF DISPUTE FORM
RECORD OF DISPUTE RESOLUTION MEETING**

Date and Time of Dispute Resolution Meeting:

Location of Dispute Resolution Meeting:

Name of Person/Agency Completing Form:

Agency Initiating Dispute Resolution Process:

Attendees:

Name	Title	Agency

Summary of Dispute:

Attachments (include copies of Dispute Notice and Response and any other documentation related to dispute):

People Directly Involved in this Dispute Resolution Prior to Meeting:

Name	Title	Agency

Actions Taken Prior to Meeting (include dates and actual costs if applicable):

Issue(s) Resolved (include scope, proposed schedule and estimated costs if applicable):

Issue	Resolution

Unresolved Issue(s):

Issue	Steps to Resolution	Due Date

Signatures of Key Agency Representatives:

(Print Name, Title and Agency Below Signature Line) (Date)

(Print Name, Title and Agency Below Signature Line) (Date)

(Print Name, Title and Agency Below Signature Line) (Date)