

ASH SLOUGH HEADWATERS MITIGATION BANK ADDENDUM I

BANKING INSTRUMENT

Based on the 2013 CEMVN Template

**Bottomland Hardwood Re-establishment, Rehabilitation, and Enhancement
Project**

East Baton Rouge Parish, Louisiana

Sponsored By:

**A.S.H. Mitigation Bank, LLC
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Baton Rouge, Louisiana 70808
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MITIGATION BANKING INSTRUMENT

Ash Slough Headwaters Mitigation Bank Addendum I

This Mitigation Banking Instrument (MBI) establishing the Ash Slough Headwaters Mitigation Bank Addendum I (Bank) is made and entered into by and among A.S.H. Mitigation Bank, LLC (Sponsor), A.S.H. Mitigation Bank, LLC (Owner) and the Interagency Review Team (IRT) composed of the U.S. Army Corps of Engineers New Orleans District (CEMVN), Region VI of the U.S. Environmental Protection Agency (EPA), the U.S. Fish and Wildlife Service (FWS) and the Louisiana Department of Wildlife and Fisheries (LDWF). This MBI is a binding agreement among the parties and incorporates the detailed Mitigation Work Plan and any other specified attachments to this MBI as a part hereof.

I. PURPOSE OF MBI

This MBI sets forth guidelines and responsibilities for the establishment, use, operation, protection, monitoring and maintenance of the Bank to assure the proposed work associated with the Bank produces the necessary mitigation credits to compensate for unavoidable impacts to waters of the United States, including wetlands, that result from activities authorized by the Department of the Army (DA) pursuant to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act (through DA permits), provided such activities have met all applicable requirements and are authorized by the appropriate regulatory agencies pursuant to 33 CFR 332.1 et seq. The Bank may also be used to satisfy the environmental requirements of other programs in accordance with the requirements and limitations of 33 CFR 332.3 and Section XI in this MBI and as such these environmental requirements are also subject to the requirements set forth in this MBI.

II. LOCATION AND OWNERSHIP OF BANK PROPERTY (PROPERTY)

A. Property Location

The Property is located at latitude 30.574058 N and longitude -91.193675 W (approximate center point) in East Baton Rouge Parish, Louisiana (Attachment A, Figures 1 and 2). This location includes all or portions of Sections 42 and 51, Township 5S, and Range 1W. The Property is located approximately 2.0 miles south of Baker, Louisiana. To reach the Property, from the intersection of Interstate 10 and Interstate 110, drive north on Interstate 110 toward Baker for approximately 7.5 miles; take Exit 8A toward Baker (north) on to Louisiana Highway 19 North (Scotland Ave); proceed north for approximately 2.1 miles; turn left (west) on to Rafe Meyer Road; proceed for approximately 0.5 miles; and the property will be on the right.

B. Property Ownership

The property owner is A.S.H. Mitigation Bank, LLC (Owner).

C. Property Legal Definition

A certain parcel of land, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, prescriptions, advantages and appurtenances thereunto belonging, or in anywise appertaining, situated as stated above and more fully described as follows:

Commencing at a point being herein defined as $y=30^{\circ}34'32.494''$ N, $x=91^{\circ}11'25.703''$ W, (Louisiana State Plane North NAD 83, U.S. survey feet), hereinafter referred to as the **Point-of-Beginning**;

THENCE, FROM THE **POINT-OF-BEGINNING**, PROCEED SOUTH $88^{\circ}16'12''$ WEST FOR A DISTANCE OF 1,076.42' TO A POINT AND CORNER;

THENCE, PROCEED NORTH $79^{\circ}36'36''$ WEST FOR A DISTANCE OF 521.83' TO A POINT AND CORNER;

THENCE, PROCEED NORTH $01^{\circ}33'12''$ WEST FOR A DISTANCE OF 629.67' TO A POINT AND CORNER;

THENCE, PROCEED NORTH $01^{\circ}30'10''$ WEST FOR A DISTANCE OF 1,099.61' TO A POINT AND CORNER;

THENCE, PROCEED NORTH $01^{\circ}25'51''$ WEST FOR A DISTANCE OF 1,042.71' TO A POINT AND CORNER;

THENCE, PROCEED SOUTH $80^{\circ}35'02''$ EAST FOR A DISTANCE OF 2,293.18' TO A POINT AND CORNER;

THENCE, PROCEED SOUTH $10^{\circ}00'20''$ WEST FOR A DISTANCE OF 808.70' TO A POINT AND CORNER;

THENCE, PROCEED NORTH $68^{\circ}37'21''$ WEST FOR A DISTANCE OF 396.42' TO A POINT AND CORNER;

THENCE, PROCEED SOUTH $01^{\circ}43'48''$ EAST FOR A DISTANCE OF 533.35' TO A POINT AND CORNER;

THENCE, PROCEED SOUTH $88^{\circ}16'12''$ WEST FOR A DISTANCE OF 145.95' TO A POINT AND CORNER;

THENCE, PROCEED SOUTH $01^{\circ}43'48''$ EAST FOR A DISTANCE OF 1,268.67' TO A POINT AND CORNER, SAID POINT BEING THE **POINT-OF-BEGINNING**, SAID PARCEL CONTAINING APPROXIMATELY 110.79 ACRES.

The perimeter of the Property is defined by the following coordinates in decimal degrees:

Latitude 30.571028 N and Longitude -91.196004 W
Latitude 30.572759 N and Longitude -91.196056 W
Latitude 30.575781 N and Longitude -91.196144 W
Latitude 30.578647 N and Longitude -91.196222 W
Latitude 30.577608 N and Longitude -91.189035 W
Latitude 30.575419 N and Longitude -91.189485 W
Latitude 30.575817 N and Longitude -91.190657 W
Latitude 30.574352 N and Longitude -91.190608 W
Latitude 30.574340 N and Longitude -91.191072 W
Latitude 30.570853 N and Longitude -91.190955 W
Latitude 30.570768 N and Longitude -91.194374 W

D. Recorded Liens, Encumbrances, Easements, Servitudes or Restrictions

Clear and merchantable title to the Property has been documented by a title report/opinion (Attachment B) generated by Breazeale, Sachse, & Wilson, L.L.P. which was **updated two weeks prior to execution of the conservation servitude**. Any exceptions to the real estate title not subordinated to the conservation servitude are listed below:

- 1) Marathon Pipeline Company,
- 2) Sugar Bowl Gas Corporation,
- 3) Exxon Pipeline Company,
- 4) Shell Pipeline Company,
- 5) City of Baton Rouge Sanitary Sewage Servitude, and
- 6) Genesis Pipeline USA.

The above listed Rights-Of-Way (ROW) and Servitudes are shown in figures C1 and C2 of the MWP.

III. RESPONSIBILITIES OF PARTIES

A. The Owner

1. The Owner shall furnish satisfactory evidence of clear title prior to the execution of this MBI unless such evidence of clear title was previously provided by a former owner of the site pursuant to this MBI.
2. The Owner shall grant a perpetual conservation servitude over the Property in accordance with the Louisiana Conservation Servitude Act La. R.S. 9:1271 et seq., and

33 C.F.R. § 332.8(t). Upon execution of the conservation servitude, the Owner shall record it with an attached copy of this MBI in the conveyance records of East Baton Rouge Parish, unless such conservation servitude was previously executed and properly recorded by a former owner pursuant to this MBI. Proof of such recordation will be provided to the IRT within 15 days of filing. Mitigation credits will not be released until proof of recordation is received.

3. The Owner shall not allow any Prohibited Uses (as hereinafter defined) of the Property as set forth in this MBI and the conservation servitude.

4. To help ensure the long-term protection, operation and management of the Bank, the Property is to remain free and clear of all mortgages and encumbrances, except those identified in Section II. D. above. The owner shall not identify the Property as collateral for any loan or other encumbrance not listed above placed on or discovered to burden the Property, the Owner shall take all actions necessary to clear such encumbrance, including bringing any legal action necessary to resolve the underlying debt or dispute and to clear the exception from the Property title. If an encumbrance other than those listed above is placed on or is discovered to burden the Property, the Owner shall notify CEMVN of such encumbrance within fifteen (15) days of discovery. In the notification the Owner shall specify a plan to clear the encumbrance from the Property title.

5. The Owner shall grant the Sponsor access to the Property. Any limitations on such access are to be a matter of contract between the Owner and the Sponsor. The Owner will also allow access to the Property to IRT members and the Holder of the conservation servitude (Holder) in accordance with this MBI.

6. The Owner shall make periodic inspections of the Property of not less than once per year to verify that use of the Property is consistent with this MBI and the conservation servitude and to inspect for any damage caused by flood, fire, storm, wind, accident, vandalism, negligence or other act or event that causes damage to the Bank.

7. In the event the Owner discovers a prohibited use or any damage to the Property, it shall notify the IRT and Sponsor within 15 days of its discovery of such use or damage.

8. The Owner shall notify the Sponsor and the IRT of any proposed transfer of the Property in accordance with the provisions of this MBI.

B. The Sponsor

1. Through contractual agreement with individual permit recipients, the Sponsor agrees to provide compensation to offset wetland impacts as required in DA Permits. Sponsor commits to enhancing and restoring wetland functions and maintaining wetland habitats in accordance with 33 CFR Part 332 and the provisions of this MBI.

2. The Sponsor agrees to assume the legal responsibility for compensatory mitigation requirements of each DA permit for which it transfers credits once the permittee has secured the appropriate number and type of credits from the Sponsor. For each credit sale the Sponsor shall provide to CEMVN a signed declaration (MBI reference XI.E. and Attachment E) that the Sponsor has accepted the responsibility for providing the required compensatory mitigation required by the DA Permits. The declaration shall specify the permit number and the type(s) and amount(s) of credits sold. If the sponsor fails to provide a permit's required compensatory mitigation and/or if habitat represented by credits sold to a permittee fails to meet its success criteria and CEMVN determines that the Sponsor has failed to meet the requirements of this MBI with respect to such habitat, CEMVN may pursue enforcement measures against the Sponsor for non compliance of the mitigation requirements of the corresponding DA permits.
3. The Sponsor agrees to perform all necessary work to establish, monitor and maintain aquatic habitats and buffers as described in the Mitigation Work Plan (Appendix C).
4. The Sponsor shall maintain accounting records, notify the CEMVN of credit sales, monitor the Bank for success, conduct remedial action as necessary to achieve success criteria, and provide this information to CEMVN in reports documenting Bank usage and the results of monitoring in accordance with 33 CFR Part 332 and the provisions of this MBI.
5. The Sponsor shall advise the IRT of any pending sale of the Bank or change in sponsorship at least 60 days prior to the effective date.
6. Prior to release of credits the Sponsor shall obtain all environmental documentation, permits, approvals and authorizations necessary to establish, operate and maintain the Bank. Approval of this MBI does not fulfill this requirement, or substitute, for such authorization.
7. Unless any of the responsibilities identified above are transferred, with prior approval of CEMVN, to a long-term steward. The Sponsor shall at all times remain responsible for: 1) the compensatory mitigation requirements for any DA permits for which it sold Bank credits; and 2) the long-term management, maintenance, monitoring and protection of the habitat represented by those credits as set forth in the MBI and the Mitigation Work Plan.

C. The IRT

CEMVN will serve as the chair of the IRT. For the Federal and State agency members of the IRT, participation in the review and oversight of this Bank is voluntary and subject to existing parameters of agency authority, agency regulations and agency funding. Concurrence with this MBI does not create any affirmative obligation to

perform any specific action with respect to this Bank. Subject to the availability of staff and funds, the agencies represented on the IRT agree to:

1. Provide appropriate oversight in carrying out provisions of this MBI.
2. Provide comments on all project plans, proposed additions to land to the Bank, annual monitoring reports, credit review reports, contingency plans, and necessary permits for the Bank.
3. Review and confirm reports on evaluation of success criteria prior to approving credits or releasing escrow account funds.
4. Conduct compliance inspections as needed and recommend corrective measures (if any) to the Sponsor, until the terms and conditions of the MBI have been determined to be fully satisfied or until all credits have been sold, whichever is later.
5. Review, comment, and approve/disallow any modifications to this MBI.

D. The Holder of Conservation Servitude (Holder)

1. The Holder agrees to hold and enforce the conservation servitude placed on those lands within the Bank subject to recorded perpetual conservation servitude.
2. The Holder shall notify CEMVN within 24 to 48 hours of the discovery of prohibited use on the Property or any action taken to void or modify the conservation servitude. The Holder shall take all reasonable and prudent steps to cure and to clear any prohibited uses on the property.
3. The Holder shall perform yearly inspections and provide annual reports as to compliance with the terms of the conservation servitude, the existence of any prohibited use on the Property, and the actions taken to cure and/or to clear any identified prohibited uses.
4. The Holder may be the recipient of the financial assurance should the Sponsor be in default of this MBI and shall utilize such funds as directed by the IRT.
5. The Holder may serve as the Long-Term Steward should the Sponsor make arrangements for the Holder to act in this capacity.

E. Long-Term Steward (Steward)

Appointment of a long-term Steward is subject to the review and approval of CEMVN. If a long-term Steward is appointed, the Steward will assume the responsibilities of the Sponsor and will perform the long-term maintenance, management, monitoring and reporting responsibilities in accordance with this MBI.

IV. GOALS AND OBJECTIVES

The Bank will provide 32.4 acres of bottomland hardwood forest to compensate for unavoidable wetland impacts for the Bayou Sara – Thompson Creek watershed area. Goals, objectives and contributions to overall watershed/regional functions provided by the Bank are described in the Mitigation Work Plan (Attachment C).

V. PERFORMANCE STANDARDS

Authorization to sell credits to satisfy compensatory mitigation requirements in DA Permits is contingent on compliance with all of the terms of this instrument, including construction and operating the Bank in accordance with the Mitigation Work Plan, adhering to the requirements of the Conservation Servitude and maintaining sufficient financial assurances. If, at any time, CEMVN determines that Sponsor is not in compliance with the terms of this instrument, credit sales may be suspended. If after consultation with Sponsor and the IRT, CEMVN determines that corrective action may remedy the deficiency, the Sponsor will be given the opportunity to bring the Bank into compliance with the terms of this instrument. If after consultation, CEMVN determines either that corrective action will not be effective to cure the deficiencies or that the Sponsor's efforts at further corrective action will not be sufficient to correct the deficiencies within a reasonable time, CEMVN in its sole discretion may terminate all credit sales.

Potential "corrective actions" include but are not limited to: modification or termination of the MBI, suspending credit sales, adaptive management, revisions to the credit release schedule, decreasing available credits, increasing the amounts of financial assurances, utilizing existing financial assurances, and/or providing alternative compensatory mitigation to satisfy any credits that have already been sold through the purchase of mitigation credits at another CEMVN approved mitigation bank. Determination of the appropriate corrective action for any particular deficiency lies solely within the discretion of the CEMVN, who will consult with the IRT and Sponsor before making the determination.

In order for the Bank to be considered acceptable for mitigating wetland impacts associated with DA permits, the Property will be restored in accordance with the Mitigation Work Plan such that it meets wetland criteria as described in the 1987 Corps of Engineers Wetland Delineation Manual (the 1987 Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0). Performance standards used to measure the success of the Bank are provided in the Mitigation Work Plan (Attachment C).

VI. MONITORING PLAN AND REPORTING PROTOCOLS

A. Monitoring

The Sponsor agrees to perform all work necessary to monitor the Bank to demonstrate compliance with the success criteria established in this MBI. Monitoring guidelines are established in the Mitigation Work Plan.

B. Reporting Protocols

The Sponsor agrees to provide all monitoring reports as described in the Mitigation Work Plan.

VII. CONTINGENCIES AND REMEDIAL ACTIONS

A. Adaptive Management

In the event the CEMVN, in consultation with the IRT, determines adaptive management is needed, the Sponsor agrees to implement an approved Adaptive Management Plan in accordance with 33 CFR 332.4(c)(12) and 33 CFR 332.7(c) and Section XII of the Mitigation Work Plan.

B. Notice of Deficiency

1. If monitoring discloses that the Bank does not meet success criteria, the Sponsor shall provide a Notice of Deficiency to CEMVN that such success criteria have not been met. If success criteria have not been met, the Sponsor will provide a Notice of Deficiency to CEMVN that success criteria have not been met. This notice shall be submitted with the monitoring report. Along with the notice the Sponsor shall provide a detailed explanation of the deficiency and propose specific measures and a timetable to correct the deficiency (ies). CEMVN, in consultation with the IRT, will determine the course of action required to correct deficiencies and will notify the Sponsor to engage in corrective actions pursuant to the Adaptive Management Plan or such other actions as CEMVN may deem necessary from time to time.

2. When a disaster (natural or man-induced) adversely affects the Bank, the Sponsor shall inspect the site and if necessary shall provide a Notice of Deficiency to CEMVN of such circumstance within two weeks of the event. The notice will identify the disaster and impacts to the Bank, specify measures to be taken to correct the impacts and a timetable to complete the work necessary to restore the Bank. CEMVN, in consultation with the IRT, shall review said information and determine if the disaster was beyond the control of the sponsor and if the damage is substantial. In circumstances where the disaster is determined to be beyond the control of the Sponsor and it is deemed to have caused substantial damage, the procedure outlined in Section VII.D. herein shall govern. In all other instances CEMVN will notify the Sponsor to engage in corrective

actions pursuant to the Adaptive Management Plan or other action as the CEMVN, in consultation with the IRT, may warrant (See Paragraph VII.D. "Catastrophic Events", below).

C. Conditions for Suspending Credit Sales

All credit sales are contingent on meeting the standards and requirements of this instrument, adhering to the conservation servitude, and maintaining sufficient financial assurances.

1. Should the IRT determine that the Sponsor is in default of its obligations hereunder or the Bank is not performing in accordance with the standards and criteria set forth in this MBI, credit sales will be suspended. Sale of credits may not resume until such time as remedial action has been taken and the deficiencies have been cured to the satisfaction of CEMVN, in consultation with the IRT.
2. Sponsor's failure to complete implementation of any corrective action or remedial measure deemed necessary by CEMVN including any adaptive management to meet performance standards within one growing season (November 1 of the following year) following notification of deficiency will result in the revocation of any remaining mitigation credits. If at any time the CEMVN, in consultation with the IRT, determines that the Bank is operating at a deficit, the Sponsor at its full cost and expense shall make-up for the credit deficit by purchasing credits at a CEMVN approved mitigation bank. The perpetual conservation servitude will remain in place on the Property to protect the habitat/acreage represented by credits already sold.

D. Catastrophic Events including Natural Disasters and Unlawful Acts

In the event substantial damage to the Bank caused by a natural or human-caused disaster or a deliberate and unlawful act, the CEMVN, in consultation with the Sponsor and the IRT, determines that prevention or mitigation of the disaster was beyond the control of the Sponsor, its agents, contractors, or consultants; the Sponsor may request, and CEMVN, in consultation with the IRT, may approve changes to the construction, operation, project milestones, performance standards or crediting formula of the Bank.

A natural catastrophic event includes, but is not limited to, a flood equal to or greater in magnitude than the 100-year flood event, earthquake, drought, debilitating disease, wildfire, depredation, regional pest infestation, or fluviomorphic change. A human-caused catastrophic event includes, but is not limited to, war, insurrection, riot, or other civil disorders, spill of hazardous or toxic substance, or fire. A deliberate and unlawful act includes, but is not limited to, the dumping of a hazardous or toxic substance as well as significant acts of vandalism or arson. If any such act occurs the IRT, in consultation with the Sponsor, will determine what changes to the Bank and/or this MBI will be in the best interest of the Bank and the aquatic environment.

In the event that such a disaster causes substantial damage to the Bank, sale of credits shall be immediately suspended pending determination by CEMVN, in consultation with the IRT, of:

1. The nature and extent of damage caused to the Bank and the measures necessary to remediate such impacts will determine:

a. Whether sufficient surviving mitigation exists to accommodate credits already sold from the Bank; and,

b. Whether conditions at the Property despite damage caused by the disaster are such that the sale of credits may resume.

2. The Sponsor shall implement adaptive management measures deemed necessary by CEMVN, in consultation with the IRT, to remediate identified impacts within one year of the event and shall implement any subsequent adaptive management measures deemed necessary by CEMVN, in consultation with the IRT, from time to time before the next growing season. Failure to comply with these provisions may result in the suspension of credit sales or revocation of credits as set forth in Section VII.C. Suspension of credit sales or revocation of credits does not relieve the Sponsor of its obligation to continue to operation, manage, and maintain the habitat/acreage represented by credits previously sold and to continue to monitor and report with respect to those areas.

E. Financial Responsibilities

In all instances the Sponsor shall bear the full cost and financial responsibility associated with the construction, operation, and management of the Bank and any and all corrective actions and remedial measures deemed necessary under the provision of this MBI. Although in appropriate instances financial assurances may provide a source of funds to remedy deficiencies and/or to provide for long-term management needs, the absence of sufficient financial assurances to correct deficiencies and/or to fund long-term management will not relieve Sponsor (or Long-term Steward) of its responsibilities pursuant to this MBI.

VIII. INSPECTION BY IRT AND HOLDER

The Sponsor and the Owner shall grant access to the Property to members of the IRT or their agents or designees, and the Holder for the purpose of inspection, compliance monitoring, adaptive management, corrective measures and remediation consistent with the terms and conditions of this MBI. Inspecting parties will give a three day minimum notice to the Sponsor and/or the Owner prior to any site visit.

IX. FUNDING

A. Construction and Establishment (C&E) Funds

1. PURPOSE

The Sponsor agrees to provide Financial Assurances sufficient to ensure satisfactory completion of the work described in the Mitigation Work Plan (Attachment C) and the Adaptive Management Plan (Section XII of the Mitigation Work Plan). The Sponsor further agrees to establish a Construction and Establishment (C & E) financial assurance to ensure the availability of sufficient funds to perform work required to attain long-term success criteria.

2. ESTIMATE OF FUNDS REQUIRED

Section XIV of the Mitigation Work Plan outlines the method of assessing initial construction costs and ongoing management funds required for a third party to construct or manage and monitor the lands through the first 15 years for forested systems and the first five years for marsh systems. Summaries of the construction costs, establishment costs, and itemization sheets will be provided as Attachment B of the Mitigation Work Plan.

3. C & E FUNDING MECHANISM

The Sponsor is establishing the Construction and Establishment (C & E) financial assurance to assure sufficient funds are available to perform work required to construct and maintain the Bank through successful attainment of long term success criteria. An assessment of the initial and capital costs and ongoing management funds required to manage and monitor the Bank is included in the Mitigation Work Plan and provides an estimate of work and cost requirements for construction and establishment of the Bank through achievement of long term success criteria. The funding information for this account is provided in section XIV (Funding) of the Mitigation Work Plan.

4. C & E FINANCIAL ASSURANCES:

- a.** The sponsor shall provide copies of annual status of the financial assurances to CEMVN upon request and/or in their monitoring reports.
- b.** The financial assurances shall guarantee payment to a third party, as determined appropriate by the CEMVN in consultation with the IRT, in the event that the Sponsor does not fulfill its obligations to perform, as specified in this MBI.
- c.** Payment to Sponsor, or if necessary, to a third party as identified by CEMVN, of a specified amount of the financial assurances shall be made upon written notification by CEMVN to the financial institution.

5. C & E RELEASE SCHEDULE

The Financial assurances shall be reduced as success criteria are achieved and the probability decreases that those funds would be needed according to the schedule as shown in Section XIV C. of the Mitigation Work Plan.

B. Long Term Maintenance/Management Funds

To ensure long-term sustainability of the resource, the Sponsor will describe the Maintenance/Management Funds needed in section XIV. of the Mitigation Work Plan (attachment C) of this Mitigation Banking Instrument.

1. ANNUAL COST ESTIMATES FOR LONG-TERM NEEDS ¹

The cost of long-term management for years 16 to 50 and adjusted for inflation every five years is discussed in the Section XIV of the Mitigation Work Plan.

2. LONG-TERM MAINTENANCE AND PROTECTION FUNDING MECHANISM

The Sponsor shall establish a Long-Term Maintenance and Protection Fund as discussed in Section XIV of the Mitigation Work Plan.

X. LONG-TERM PROTECTION AND MAINTENANCE

A. Conservation Servitude

The Owner shall burden the Property with perpetual conservation servitude in accordance with Louisiana Conservation Servitude Act, La. R.S. 9:1271. et seq. The conservation servitude shall be signed, notarized and filed in the East Baton Rouge Parish conveyance record with an executed copy of the MBI attached. After filing, a copy of the recorded conservation servitude, clearly showing the book, page and date of filing, will be provided to CEMVN prior to the release of credits.

Prior to execution of the conservation servitude, the Owner shall provide evidence that the entity proposed to hold the conservation servitude is a CEMVN approved Holder by virtue of being either a governmental body empowered to hold an interest in immovable property under the laws of the State of Louisiana or the United States of America; or is a non-profit corporation organized pursuant to Louisiana's Non-Profit Corporation Law, Title 12, Sections 201-269 of the Louisiana Revised Statutes, the purposes or powers of which include retaining or protecting the natural, scenic, or open-space values of immovable property; assuring the availability of immovable property for

¹ The deposit value per credit acre must reflect, at a minimum, the total fund value divided by no more than 90% of anticipated credits.

agricultural, forest, recreational or open-space use; protecting natural resources; maintaining or enhancing air or water quality; or preserving the historical, archaeological or cultural aspects of unimproved immovable property. Upon execution of the conservation servitude, the Holder shall hold and enforce the conservation servitude placed on the Property and the Property shall be protected in perpetuity.

Modification of the conservation servitude is not permissible without prior written authorization from CEMVN, in consultation with the IRT. Any request to modify the conservation servitude, or to the rights and obligations created under it, shall be made in writing and forwarded to CEMVN for review and approval. All requests must describe existing language and the requested modification.

The Owner acknowledges and agrees that the conservation servitude applies to all of the Property, not just those portions of the Property identified as wetlands.

1. PROHIBITED USES.

No activities that result in the material degradation of habitat within the Bank (Prohibited Uses) shall be permitted without prior written authorization from CEMVN, following consultation with the IRT. Prohibited uses include but are not limited to:

- a. Construct any structure or structures on the Property;
- b. Cutting, burning, removing or destroying vegetation (including trees) on the Property except in accordance with CEMVN, in consultation with the IRT, approved plan for controlling invasive species;
- c. Building or allowing others to be build or developed roads, trails or paths on said Property except as authorized by CEMVN;
- d. Partitioning the Property with fencing or constructing perimeter or boundary fencing designed to impede the movement of terrestrial wildlife to and from the Property from adjacent forested to other undeveloped property or designed to contain terrestrial wildlife within the property;
- e. Changing the elevation of or contours (excavate or deposit dredged material) of the Property except in accordance with the Mitigation Work Plan or under an approved adaptive management plan;
- f. Pumping, draining or allowing the Property to be drained in any way;
- g. Placing, filling, storing, or dumping refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other such items on the Property;
- h. Land clearing or deposition of soil, shell, rock or other fill on the Property;

- i. Grazing of animals including cattle or other domestic livestock on the Property;
- j. Commercial, industrial, agricultural, mineral exploration and extraction or residential uses of the Property;
- k. Operating of any vehicle on the Property in a manner such that its use destroys/removes vegetation or alters the natural contours of the surface elevation except in accordance with the Mitigation Work Plan or under an approved adaptive management plan;
- l. Grazing of domestic or non-domestic livestock or conduct any form of animal husbandry for any purpose on the Property;
- m. Any other activity, which is inconsistent with the establishment, maintenance and protection of the Property as identified in the Mitigation Work Plan.

2. ALLOWED USES.

The Owner/Sponsor shall not use or authorize the use of areas within the Bank for any purpose that interferes with its conservation purposes other than those exclusively specified below:

- a. Monitoring of vegetation, soils and water;
- b. Maintenance of wetlands, pre-existing trails, bridges, berms, dams, outlet and spillway structures, and other appurtenant facilities as identified in the Mitigation Work Plan;
- c. Licensed hunting, fishing, trapping and non-consumptive recreational uses (i.e., hiking bird watching, etc.);
- d. Ecological education that does not involve alteration, destruction or injury to any vegetation, habitat, trees, ground areas, etc;
- e. Compliance with federal regulations or appropriate court orders;
- f. Activities identified in Section VI (Description of Work to Be Performed) and Section VII. (Maintenance Plan) of the Mitigation Work Plan necessary to implement and maintain the development of the Bank in accordance with this MBI; and
- g. Any activity that has received authorization from CEMVN, in consultation with the IRT, through a DA permit.

The Owner and Sponsor understand that the construction, operation and abandonment of any authorized activity must be done in such a manner that minimizes direct, secondary and cumulative adverse impacts to the bank. At the termination of the authorized activity, the site will be restored to pre-project elevations and planted with a mixture of appropriate wetland species. The Owner and Sponsor acknowledge that such activities have the potential to reduce the total amount of credits available in the bank.

B. The Long-term Maintenance Plan

The Long-Term Maintenance Plan is outlined in the Mitigation Work Plan (Attachment C, to this MBI).

XI. BANK USE

Credits derived from the ecological benefits associated with implementation and maintenance of the Bank may be used as compensatory mitigation for unavoidable impacts to waters of the United States, including wetlands, that result from activities authorized under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act provided such activities have met all applicable requirements. Additionally, these credits derived may be used as compensation for wetland impacts outside the New Orleans District or for other programs provided approval from CEMVN is obtained first. In instances where credits are used for purposes other than compensation for DA permits, the determination of amount of acres necessary to satisfy those compensatory requirements will be made by the agency in charge of that respective program. Regardless of the program for which an ecological credit is used that acreage is deducted from total acreage of the Bank and may not be used again.

A. Bank Service Area

The Bank is established to provide compensation for impacts to bottomland hardwood forest, in U.S.G.S. Hydrologic Cataloging Units 08070201, 08070100, and 08090100 of the Mississippi River Basin (Attachment A, Figure 3).

B. Projects Eligible to Use the Bank

Only after CEMVN has determined that the Bank is appropriate can the Bank be used to satisfy a permittee's mitigation responsibilities. Generally, the Bank will not be appropriate for adverse impacts occurring outside the primary Bank service area and/or impacts that are to other wetland types. However, CEMVN may consider use of the Bank on a case-by-case basis if, after consulting with the other regulatory and resource agencies, they determine that the Bank offers ecologically preferable compensation to that available within the impacted watershed. To compensate for out-of-kind impacts and/or impacts in other watersheds may increase the amount of required mitigation.

C. Determination of Bank Credits

To determine the amount of acres required to offset a particular impact to wetlands, CEMVN will use either best professional judgment or a CEMVN approved assessment method to determine the number of credits per acre available at the bank and the number of credits lost as a result of an impact. The same assessment method will be used to calculate both credits available and credits lost.

Credit Determination is tied to the ecological restoration and/or enhancement outlined in the Mitigation Work Plan (Attachment C. Section XI).

D. Schedule of Credit Availability

Credit release is tied to achieving all the milestones within the success criteria at specific monitoring times as outlined in the Mitigation Work Plan, Section VII.

E. Credit Transactions

1. STIPULATIONS REGARDING THE SALE OF CREDITS

a. By entering the transaction into the Regulatory In-lieu Fee & Bank Information Tracking System (RIBITS), the Sponsor acknowledges and agrees to assume legal responsibility for the permittee's compensatory mitigation requirements identified in a permittee's DA permit. Immediately following this entry, the Sponsor will provide signed documentation (Attachment E) that confirms that he has accepted the legal responsibility for providing the required compensatory mitigation. In so doing, the Sponsor acknowledges that he has agreed to accept the legal responsibility for the establishment, long-term management, maintenance, monitoring and protection of the restored wetlands represented by the transferred credits. If the Sponsor fails to provide the required compensatory mitigation, CEMVN may pursue enforcement measures against the Sponsor to ensure compliance with the mitigation requirements of the Department of the Army Permit (DA Permit).

b. For each credit transaction the Sponsor shall complete and sign the written declaration (Attachment E) that the Sponsor accepts the responsibility to provide the compensatory mitigation required by the permittee's DA Permit. The declaration is to include the DA Permit number and is to specify the number and resources type(s) of credits that the Sponsor has transferred. The Sponsor will forward the declaration to CEMVN the same date it enters the transaction information into RIBITS.

c. Prior to the sale of credits, the Sponsor shall contact the CEMVN project manager for DA Permit transactions to obtain approval to sell credits and to verify acreage requirements and necessary ledger information. Where a credit transaction is not related to a CEMVN DA Permit, the Sponsor must contact the CEMVN bank project manager for approval to sell those credits. Sale will generally be approved unless there

is a DA Permit pending that proposes to use all or part of the requested credits. A credit transaction for a CEMVN DA Permit will take precedence over all other credit transactions. CEMVN will provide written confirmation of its decision.

d. The Sponsor shall not commit to providing mitigation that is not available or is committed for other projects. Should the number of credits sold exceed the number available, the Sponsor, at its own cost and expense, shall secure credits from another CEMVN approved mitigation bank within the watershed in an amount to necessary to fully offset the credit shortage.

e. Credits will be sold in no less than tenth acre increments.

2. PROCEDURE FOR SELLING BANK CREDITS

a. CEMVN, with input from interested resource agencies, will determine the number and types of mitigation credits that must be secured to fully compensate for a proposed project's wetland impacts when those impacts are associated with a DA Permit. The CEMVN project manager will provide the applicant with a list of CEMVN approved mitigation banks that are appropriate for offsetting the unavoidable adverse impacts associated with his proposed project. The amount of mitigation required is determined by the CEMVN project manager and will be rounded to the nearest one-tenth (0.1) acre.

b. If the permit applicant selects the Bank, the applicant will contact the Sponsor and arrange for the purchase of the necessary acres as determined by CEMVN. Prior to the sale of credits the Sponsor must obtain approval from CEMVN in accordance with the provisions of paragraph 1.a above.

3. CREDIT SALE NOTIFICATION

a. Upon contracting for the credit sales, the Sponsor shall enter the necessary information into the RIBITS. The information will include the Corps jurisdiction, date of transaction, permittee name, credits debited, permit number, wetland type impacted, acres impacted, impact project's USGS 8-digit HUC, and impact latitude and longitude.

b. The acreage required by the DA Permit will be deducted from the Bank's credit balance at the time it is entered into RIBITS. Sale terms including price and payment are matters of contract between Sponsor and permittees. For any credit transaction once the credits are debited, the Sponsor is legally responsible for provision of the compensatory mitigation required by the DA Permit. Any failure by the permittee to comply with the terms of the sale will not affect either the credit debiting or Sponsor's responsibility to provide the mitigation required by the DA Permit.

F. Requirements for Initial Credit Release

No Credits will be released until the Sponsor has provide a signed statement stating that all of the following requirements have been met and has provided copies of the following executed documents, as appropriate:

1. Permits: Obtain all necessary permits (including DA Permits), approvals, and authorizations required to construct, operate, and maintain the Bank. This MBI does not fulfill or substitute for such authorization.

2. Holder Qualifications: Evidence that the entity proposed to hold the conservation servitude is a CEMVN approved Holder.

3. Conservation Servitude: A executed perpetual conservation servitude with an copy of this MBI with proof of recordation in the Mortgage and Conveyances Records Office of the parish in which the Property is located.

4. Financial Assurance: Documentation establishing the C&E financial assurances stipulated in Section IX and the Long-Term Maintenance and Protection financial assurances described in Section X of this MBI and in Section XIV of the Work Plan.

5. Property Ownership: A title search that identifies all known encumbrances including mortgages, liens, rights-of-way, servitudes, easements, etc. and documentation that the conservation servitude is not subordinate to any other easement or major lien. Sponsor shall provide a copy of the recorded document evidencing that any mortgages encumbering the property have been subordinated to the conservation servitude.

6. Execution of MBI: MBI signed by the Owner, Sponsor and CEMVN District Commander or his representative and approval by all participant IRT agencies; and

7. Work Schedule: Submission of the timetable for implementing work identified in the permit, Mitigation Work Plan or elsewhere in this MBI.

G. Subsequent Credit Releases

Prior to each credit release, the Sponsor shall provide to CEMVN an electronic copy of the monitoring report with information necessary to document successful attainment of required milestones. Following review of such documentation and a finding that required milestones were achieved. CEMVN will notify the Sponsor and the IRT in writing of its findings with respect to the Bank's attainment of its success criteria and determination for the number of credits approved for release.

XII. MODIFICATION OF THIS MBI

A. Minor Modification to MBI

1. This MBI is subject to written modification as mutually agreed to by the IRT and the Sponsor. The streamlined review process set forth in 33 CFR 332.8(g)(2) may be used for modifications that involve changes reflecting adaptive management for the Bank, credit release, changes in credit releases and credit release schedules, and changes that the district engineer determines not to be significant in accordance to procedures in 33 CFR 332.8(g)(2) *Streamlined Review Process*.
2. Should changes in this MBI be required by CEMVN that are not acceptable to the Sponsor, the Sponsor may elect to end his participation and close the Bank. At that time, the procedures outlined in Section XII.C. below will be followed.

B. Major Modifications to the MBI

1. Expansion of Addendum to the Bank

Modification of the MBI to include the expansion of the Bank to include additional acreage will be processed in accordance with 33 CFR 332.8(d) and 332.8(g)(1). Requests to expand the Bank will be considered only in instances where (1) the additional acreage is located on the same parcel of land or on a parcel of land contiguous to the Bank and (2) CEMVN determines that the natural composition, structure, functions, and processes performed by the restored/enhanced wetland community are the same as those outlined in this MBI. For the modification of this MBI the amendment will contain the following:

- a. Detailed description of existing conditions of the Property identifying existing and prior land uses, vegetation, hydrology alterations and soils;
- b. A Mitigation Work Plan that details the proposed hydrologic and vegetative restoration/enhancement work that is necessary to produce the mitigation credits;
- c. Drawings depicting the site showing its location to other mitigation sites authorized by this MBI, different mitigation types, soils and hydrology; also drawings depicting the work required; vicinity map, a plan view depicting the proposed work and typical cross-sections of that work;
- d. A Department of the Army issued wetland determination;
- e. A title opinion and survey clearly identifying any existing encumbrances on the Property;
- f. A draft conservation servitude;
- g. A draft of the mechanism to be used to secure the necessary Construction and

Establishment financial assurance; and

h. A draft of the mechanism to be used to establish the necessary Long-Term Maintenance and Protection account.

CEMVN will determine if the work identified in the Mitigation Work Plan requires a DA permit. A DA permit application is not required with the prospectus, but the Sponsor may choose to submit an application at this time as obtaining any and all permits is a prerequisite to selling credits.

A public interest review will be required for each addendum. The prospectus, Mitigation Work Plan and drawings will be advertised by public notice for a minimum of thirty days to obtain public comments.

CEMVN, in consultation with the IRT, will evaluate each proposed property. The evaluation will typically require an inspection of the property and review of the prospectus and restoration plan. If warranted, the IRT will recommend modifications to the proposed restoration plan. By signing this MBI, the agencies are under no obligation to accept future addenda. Each addendum will be evaluated on its own merit.

A separate credit assessment will be conducted to determine habitat values of each addendum.

The mutually agreed upon Mitigation Work Plan will be signed by designated authorities for each IRT member and included as an amendment to this MBI and subject to all its requirements, conditions and terms.

2. Exclusions of Approved Mitigation Site

The Sponsor may elect to exclude a portion of the Property on which no credits have been sold from the Bank. However, notification and approval by CEMVN must be obtained by the Sponsor prior to removal from the Bank.

Reduction in Bank size may adversely affect future releases of mitigation credits and financial assurances. Additionally, CEMVN, in consultation with the IRT, will re-evaluate the credit value per acre for the portion of the site remaining in the Bank. Should the re-evaluation of credits determine that debits exceed the available credits produced by the acres remaining in the Bank, CEMVN may require that a portion of the area to be excluded remain in the Bank to make up the credit difference caused by the reduction in Bank size.

After CEMVN, in consultation with the IRT, has approved the exclusion, the Owner may, with approval from the Sponsor, Holder and CEMVN, modify the conservation servitude to remove the servitude from that portion of the Property excluded, allowing however, as sufficient buffer to protect the integrity of the remaining bank.

C. Termination of This MBI

1. Should CEMVN, in consultation with the IRT, determine that the Sponsor is in material default of any provision of the MBI for this Bank, CEMVN may require such corrective actions as, as it deems necessary. If CEMVN determines that the Sponsor (or its agents or employees) has engaged in any misrepresentation, misapplication, misappropriation, improper management, or non-disclosure of pertinent information, CEMVN may require termination of this MBI or such other corrective action as it deems appropriate. Owner and Sponsor acknowledge and agree that all obligations hereunder that pertain to the credits sold or transferred prior to termination of the MBI shall have no effect on the perpetual conservation servitude granted by Owner over the Property in accordance with Louisiana law La. R.S. 9:1271, et seq. and 33 CFR § 332.8(t) except as set forth in paragraph C.3. below.

2. In the event that the MBI is terminated, CEMVN will:

- a. Revise the Bank's credit allotment based on the work completed at closure
- b. Review the credits already sold by the Bank and the corresponding mitigation requirements for DA Permits assumed by the Sponsor; and
- c. Determine whether the success criteria achieved by the previously sold credits/acreage are sufficient to meet current and outstanding mitigation requirements or whether additional credits are required to satisfy the DA Permit mitigation obligations assumed by the Sponsor. Should additional credits be needed to satisfy the Sponsor's DA Permit mitigation obligations, those obligations (as determined by CEMVN) may be satisfied by either:
 - i). Completion of implementation of the Mitigation Work Plan and achievement of the performance standards set forth in the Mitigation Work Plan on additional acreage within the Bank; or
 - ii). The purchase of appropriate mitigation credits from another CEMVN approved Bank.

3. Upon termination of this MBI, the conservation servitude shall remain in full force and effect on those lands for which credits have been sold. In addition, a buffer sufficient to protect the integrity of the Bank, as determined by CEMVN in consultation with the IRT, shall be established and protected by the conservation servitude. Depending on the success level of the acreage sold as credits, additional acreage also may be required to satisfy the mitigation obligations assumed by the Sponsor. The Owner shall record any CEMVN approved and duly executed, revised conservation servitude in the Mortgage and Conveyance Office of the parish where the land is located and shall provide a copy of the recorded document to CEMVN. The conservation servitude shall remain in full force and effect on:

- a. that portion of the Property representing credits sold;
 - b. that portion of the Property representing any deficit between the mitigation obligations assumed by the Sponsor (through credits sold) and the mitigation obligation satisfied by the Bank as described in 2.c. above; and
 - c. that portion of the Property determined necessary by CEMVN in consultation with the IRT, to provide a buffer sufficient to protect the integrity of the Bank.
4. In the event of the negligent or wrongful act or failure to act of the Owner, Sponsor or their respective managers, partners, employees, contractors, or agents, including but not limited to misrepresentation, misapplication, misappropriation, improper management, non-disclosure of pertinent information or non-compliance with the terms of this MBI, CEMVN and other IRT members may void their recognition of the Bank and/or terminate their future participation in this MBI. All funds in the Long-term escrow account, if any, will be forfeited to the Holder or to a long-term Steward or a CEMVN designee. Additionally, CEMVN and the IRT reserve the right to prosecute any negligent or wrongful act or failure to act including any intentional misrepresentation, misappropriation, non-disclosure of pertinent information, or non-compliance with the terms of this MBI to the fullest extent of the law.

D. Termination of Participation

IRT members may terminate their participation upon written notification to all signatory parties without invalidating this MBI. Participation of the IRT member seeding termination will end 30 days after written notification. Termination by one member of the IRT of its involvement in this MBI shall not terminate the MBI or affect the roles of the remaining members of the IRT, or the Sponsor or Owner. Remaining credits authorized solely under the authority of the withdrawing agency for use in that agency's programs will no longer be available for use to satisfy the requirements of that agency's program. Nothing in this Section is intended or shall be construed to limit the legal or equitable remedies (including specific performance and injunctive relief) available to the IRT members in the event of a threatened or actual breach of this MBI by the Sponsor.

XIII. TRANSFER OF PROPERTY OR SPONSORSHIP

All transfers of any interest in the Property or sponsorship are subject to the applicable provisions of the Conservation Servitude.

A. Transfers of Bank Property

1. The Owner may sell, assign, convey or otherwise transfer its interest in the Property at any time provided that any such transfer on or after the execution date of this MBI

must be made in accordance with and subject to this MBI and the Conservation Servitude and the following conditions:

- a.** The transferee is able to assume and agrees to assume the obligations of the Owner as set forth in this MBI; and
- b.** The transferee understands and agrees to the allowed/prohibited uses of the Property as set forth in the conservation servitude.

2. Notice of Property Transfer

a. The Owner must provide notice to CEMVN and to the Sponsor (if different from the Owner) that he intends to transfer the Property at least 60 days prior to the transfer. This notice must include the proposed transferee's name and the name of its authorized representative, if different, its address and phone number, the anticipated date of the transfer, and a statement signed by the proposed transferee that the Owner has:

- i.** Provided to it copies of this MBI and the Conservation Servitude;
- ii.** Explained the allowed/prohibited uses of the Property; and
- iii.** Advised that any transfer of the Property is subject to the terms and conditions contained in the MBI.

b. The Sponsor also must provide notice to CEMVN of any transfer of the bank Property by the Owner at least 60 days prior to the transfer or within 5 business days of learning of such transfer, whichever is earlier. This obligation continues until the Sponsor has provided the required notice to CEMVN even after the Property has been transferred. The Owner and the Sponsor may submit a joint notice, in which case the notice shall be clearly identified as such. The Sponsor's notice must include the proposed transferee's name and the name of its authorized representative, if different, its address and phone number, the anticipated date of the transfer, and a statement signed by the proposed transferee that the Sponsor has:

- i.** Provided to it copies of this MBI and the Conservation Servitude;
- ii.** Explained the allowed/prohibited uses of the Property; and
- iii.** Advised that any transfer of the Property is subject to the terms and conditions contained in the MBI.

c. After receipt of the notice of transfer, CEMVN, in consultation with the IRT, may seek additional information about the proposed transferee and its fitness to assume the obligations of Owner from the current Owner, the proposed transferee, or from the Sponsor. Additionally, the Sponsor may submit any information it deems relevant to the

transfer to CEMVN.

d. Any transfer of the ownership made without the required notice by Sponsor may, at the discretion of CEMVN, in consultation with the IRT, result in a suspension of credit sales until the Sponsor provides the information required in the notice.

3. At the time of the transfer of the Property, the transferee must sign this MBI as Owner and attest as follows, which statements shall be typed above the transferee's signature on the MBI:

a. That it has read and understands and agrees to the terms and conditions of the MBI and the conservation servitude; and

b. That it agrees to assume all obligations and responsibilities of the Owner contained in this MBI.

4. Upon execution of the MBI by the transferee/new owner, all obligations of the Owner pursuant to this MBI become those of the transferee/new owner.

5. From and after the date of any transfer by the Owner of its interest in the Property, the transferor shall have no further obligations hereunder and all references to the Owner in this MBI shall thereafter refer to the transferee, except that the transferor's liability for acts, omissions, breaches or other compliance issues occurring prior to the transfer shall survive the transfer.

B. Transfer of Sponsorship

1. The Sponsor may sell, assign, convey or otherwise transfer its interest in the Bank at any time provided that the Sponsor is in full compliance with all requirements of this MBI (including all financial assurance requirements) and the transferee provides a written statement agreeing to assume the obligations of the Sponsor as set forth in this MBI.

2. Notice of Change of Sponsor

a. The Sponsor must provide notice of its intent to transfer the sponsorship to the IRT, through CEMVN, and to the Owner at least 60 days prior to the transfer. This notice must include:

i) The proposed transferee's name and the name of its authorized representative, if different, its address and phone number, and the anticipated date of the transfer;

ii) A statement signed by the proposed transferee that: (a) the Sponsor has provided to it copies of this MBI, the conservation servitude, ledgers and financial statements; and (b) it will assume all of the obligations and responsibilities of the Sponsor as set forth in the MBI upon transfer of the bank;

iii) The proposed transferee's qualifications (background, resources and experience) to perform the Sponsor's responsibilities;

b. The Sponsor must also provide in the notice information relative to the current condition of the Bank, which information must also be provided to the proposed transferee. This information must include:

i) Current (*i.e.*, within 30 days) financial statements for all financial assurances issued by the providers of those assurances;

ii) A current ledger listing all credit transactions for the Bank and the required information for each transaction; and

iii) A monitoring report providing a description of current conditions including: (a) a discussion of the status of the restoration of wetland hydrology and remaining work (if any) necessary to fully establish hydrology; (b) the general condition of seedlings (survivorship by species) and a statement as to whether the survivability milestone will be met at the next monitoring report; and (c) an indication of the degree of exotic/invasive species density (average stems per acre) and measures required to control them.

3. At the time of the transfer of the sponsorship, the transferee must sign this MBI as the Sponsor and attest as follows, which statements shall be typed above the transferee's signature on the MBI:

a. That it has read and understands and agrees to the terms and conditions of the MBI and the Conservation Servitude; and

b. That it agrees to assume all of the obligations and responsibilities of the Sponsor contained in this MBI.

4. The new Sponsor must provide to CEMVN a copy of the executed MBI and a copy of the executed Mitigation Bank Transfer Form.

5. Any transfer of the sponsorship made without the written 60-day notification to the IRT may, at the discretion of the IRT, result in suspension of credit sales until the transferee/new Sponsor provides the information required in the notice, signs the MBI as Sponsor, and provides a copy of the executed MBI to the IRT.

6. From and after the date of any transfer by Sponsor of its interest in the sponsorship, the transferor shall have no further obligations hereunder and all references to Sponsor in this MBI shall thereafter refer to the transferee, except that the transferor's liability for acts, omissions, breaches or other compliance issues occurring prior to the transfer shall survive the transfer.

XIV. ESTABLISHMENT OF STEWARD

Should the Sponsor choose to designate a Long-term Steward, the Sponsor will provide CEMVN with written notice of his intent to designate one at least 60 days prior to the effective date of the Steward's assumption of the responsibilities. This notice must include the proposed Steward's name and the name of its authorized representative, if different, its address and phone number, and the anticipated date of the transfer. Once the IRT has determined the qualifications of and accepted the Long Term Steward chosen by the Sponsor, to assume the responsibilities for the stewardship over the Property, CEMVN must be provided with a statement signed by the proposed Steward that the Sponsor has:

A. Provided to it copies of this MBI and the Conservation Servitude;

B. Explained the allowed/prohibited uses of the Property; and

C. Transferred any remaining C&E financial assurance and Long-term Maintenance and Protection endowment funds to accounts established by the Long-term Steward and approved by CEMVN.

XV. BANK LIFE

Bank life ends when all success criteria have been attained and all credits have been sold. At this point all construction and establishment of financial assurance have been returned to the Sponsor and long term management is initiated. Unless such responsibility is transferred, with prior approval of CEMVN, to a Long-term Steward, the Sponsor will remain responsible for: 1) the compensatory mitigation requirements for any DA permit for which it sold Bank credits; and 2) the long-term management, maintenance, monitoring and protection of the mitigation represented by those credits.

XVI. OTHER PROVISIONS

A. Disclaimer and Notice.

This MBI does not in any manner affect statutory authorities and responsibilities of the signatory parties.

USACE approval of this Instrument constitutes the regulatory approval required for the Ash Slough Headwaters Mitigation Bank to be used to provide compensatory mitigation for Department of the Army permits pursuant to 33 C.F.R. 332.8(a)(1). This Instrument is not a contract between the Sponsor or Property Owner and USACE or any other agency of the federal government. Any dispute arising under this Instrument will not give rise to any claim by the Sponsor or Property Owner for monetary damages. This provision is controlling notwithstanding any other provision or statement in the Instrument to the contrary.

B. Warranties and Representations of Owner/Sponsor/Holder.

Owner/Sponsor hereby represents and warrants as follows:

1. It is a limited liability company (or other legal entity) in good standing in the state of its organization and that it is qualified to do business in Louisiana and in every jurisdiction in which it is required to be qualified.
2. It has the full power and authority to enter into this MBI and that its signatories are authorized to transact business and enter contracts on its behalf; and
3. The execution and performance of its obligations under the MBI will not constitute a breach of any other agreement or a violation of any ordinance statute, law or regulation to which it is a party or by which it is bound.

C. Compliance with Laws.

Owner and Sponsor and Holder and/or Third Party each represent, warrant and covenant that it is and will remain in compliance and abide with any and all statutes, laws, ordinances, rules and regulations promulgated by any government entity which are applicable to it.

D. Non-reporting NWP.

The Sponsor agrees not to utilize a non-reporting Nationwide Permit or Regional Permit under Section 404 of the Clean Water Act to impact any Waters of the United States on the Property. Notification shall be required for the use of any Nationwide Permit and/or Regional Permit in connection with this Bank.

E. Dispute Resolution.

Resolution of disputes about amendments to this MBI shall be in accordance with 33 CFR § 332.8(e). If a dispute arises about the application of this MBI any party may raise the issue to CEMVN. CEMVN will convene a meeting of the IRT, or initiate another appropriate forum for communication, typically within twenty days of receipt of notice of the dispute. CEMVN will fully consider comments provided by the IRT and the Sponsor, if provided, in reaching its decision. Ultimately CEMVN is responsible for making final decisions regarding the use and performance of the Bank and the sale of its credits. Disputes related to satisfaction of success criteria may be subject to independent review from government agencies or academia that is not part of the IRT. The IRT will evaluate this input and determine whether the success criteria are met.

Any dispute arising under this Instrument will not give rise to any claim by Sponsor or Property Owner for monetary damages.

F. Overall Performance.

If the IRT determines that the Bank is not performing according to the standards and criteria set forth in this MBI, credit sales will be suspended until the Sponsor in consultation with CEMVN has developed an approved remedial action plan and performed the work defined in the remedial action plan necessary to produce additional credits. The Sponsor will provide to the IRT the remedial action plan within 60 days of notification of any deficiency. Following IRT approval of the remedial action plan, the Sponsor will conduct the remedial action measures prior to the end of the nearest growing season. Subsequent adaptive management measures may be required by the IRT. Sale of credits will not resume until remedial actions have been taken. The Sponsor will continue to provide monitoring reports as specified in this document unless determined to be unnecessary by the IRT.

G. Specific Language of MBI Shall Be Controlling.

The Parties intend the provisions of this MBI and each of the documents incorporated by reference in it to be consistent with each other, and for each document to be binding in accordance with its terms. To the fullest extent possible, these documents shall be interpreted in a manner that avoids or limits any conflict between or among them. However, if and to the extent that specific language in this MBI conflicts with specific language in any document, other than the Conservation Servitude, that is incorporated into this MBI by reference, the specific language within the MBI shall be controlling.

H. Notice.

Any notice required or permitted hereunder shall be deemed to have been given either (i) when delivered by hand, or (ii) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, or (iii) sent by Federal Express or similar next day nationwide delivery system, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

Sponsor/Operations Manager/Long-Term Management/Landowner/Long-Term Ownership:

A.S.H. Mitigation Bank, LLC
5800 One Perkins Place, Suite 6-A
Baton Rouge, Louisiana 70808
(225) 766-1443
sbrian@nrri.net
POC: Sidney Brian

Interagency Review Team:

Department of the Army
New Orleans District, Corps of Engineers
7400 Leake Avenue
New Orleans, Louisiana 70118-3651
POC: Jacqueline Farabee

EPA Region 6
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202
POC: Raul Gutierrez

U.S. Fish and Wildlife Service
646 Cajundome Boulevard, Suite 400
Lafayette, Louisiana 70506
POC: Seth Bordelon

Louisiana Department of
Wildlife and Fisheries
2000 Quail Drive
Baton Rouge, Louisiana 70808
POC: Joe Maryman

This MBI constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or undertakings.

J. Invalid Provisions.

In the event any one or more of the provisions contained in this MBI are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof, and this MBI shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

K. Headings and Captions.

Any paragraph heading or captions contained in this MBI shall be for convenience of reference only and shall not affect the construction or interpretation of any provisions of this MBI.

L. Counterparts.

This MBI may be executed by the parties in any combination, in one or more counterparts, all of which together shall constitute but one and the same instrument.

M. Binding.

This MBI shall be immediately, automatically, and irrevocably binding upon the Sponsor and its heirs, successors, assigns and legal representatives upon execution by the Sponsor and the CEMVN, even though it may not, at that time or in the future, be executed by the other potential parties to this MBI. The execution of this MBI by EPA, LDWF, or the U.S. Fish and Wildlife Service, or other agency, city or county shall cause the executing agency to become a party to this MBI upon execution, even though all or any of the other potential parties have not signed the MBI. Execution does not signify the agencies' agreement with the use of credits in the Bank in connection with any specific permit or project.

N. Liability of Regulatory Agencies.

The responsibility for financial success or loss and any risk to the investment undertaken by the Sponsor rests solely with the Sponsor. The regulatory agencies that are parties to this MBI administer their regulatory programs to best protect and serve the public's interest in its waterways, and not to guarantee the financial success of Banks, specific individuals, or entities. Accordingly, there is no guarantee of profitability for any individual Bank. Sponsors should not construe this MBI as a guarantee in any way that the agencies will ensure sale of credits from this Bank or that the agencies will forgo other mitigation options that may also serve the public interest. Since the agencies do not control the number of mitigation banks proposed or the resulting market impacts upon success or failure of individual banks, in depth market studies of the potential and future demand for credits are the sole responsibility of the bank proponent. Sponsor shall have no right to money damages and shall have no right to claim or to recover a loss of anticipated revenues based on any decision by CEMVN and/or based on CEMVN's administration of its mitigation banking program and/or this mitigation bank

XVII. Signature pages

A. Property owner

_____ SIDNEY BRIAN A.S.H. Mitigation Bank, LLC (Property Owner) Ash Slough Headwaters Mitigation Bank Addendum I	_____ Date
--	----------------------

B. Sponsor

SIDNEY BRIAN

Date

A.S.H. Mitigation Bank, LLC (Sponsor)

Ash Slough Headwaters Mitigation Bank Addendum I

C. CEMVN

<hr/>	<hr/>
MARTIN MAYER	Date
CHIEF, REGULATORY BRANCH	
CEMVN	
Ash Slough Headwaters Mitigation Bank Addendum I	

Ash Slough Headwaters Mitigation Bank Addendum I
Mitigation Banking Instrument

XVIII. Attachments

Attachment- A -Maps



Site Vicinity

Ash Slough Headwaters Mitigation Bank - Addendum I
East Baton Rouge



Figure: 1

Date: May 2016

Scale: 1:75,000

Source:



Site Boundary

Ash Slough Headwaters Mitigation Bank - Addendum I
East Baton Rouge

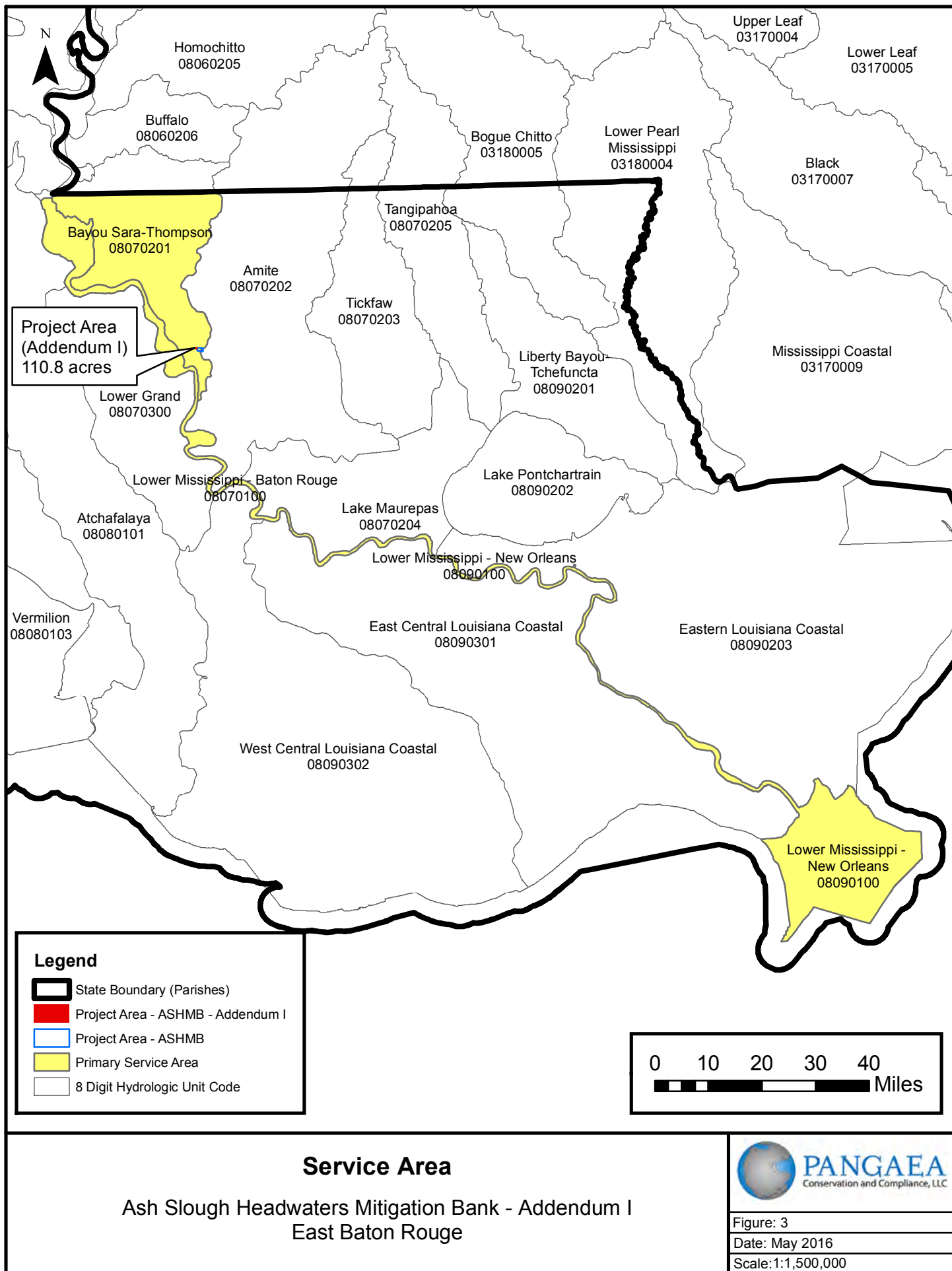


Figure: 2

Date: May 2016

Scale: 1:35,000

Source:



Ash Slough Headwaters Mitigation Bank Addendum I
Mitigation Banking Instrument

Attachment B-Final Title Report/Opinion



JOHN W. BARTON, JR.

Partner

jwb@bswllp.com

DIRECT DIAL: 225-381-8044

CORPORATE PHONE: 225-387-4000

FAX: 225-376-5619

One American Place, 23rd Floor

Post Office Box 3197

Baton Rouge, Louisiana 70821-3197

www.bswllp.com

February 26, 2016

United States Army Corps of Engineers
P.O. Box 60267
New Orleans, LA 70160

RE: Title Opinion for property owned by **A.S.H. MITIGATION BANK, L.L.C.** described as 110.79 (+/-) Acres situated in Sections 42 and 51, T-5-S, R-1-W, East Baton Rouge Parish, Louisiana
BS&W File No.: 5789/45941

Dear Sir or Madam:

This is to certify that we have examined the conveyance and mortgage records of East Baton Rouge Parish, Louisiana for the period commencing on August 26, 2015 and terminating on February 23, 2016 with reference to the Property described on "**Exhibit A**" attached hereto, and, based on the indices thereto, it is our opinion that **A.S.H. MITIGATION BANK, L.L.C.** has a valid and merchantable title to the Property and timber thereon, subject to the following exceptions:

1. Any lien that may be created by the filing of the tax rolls for the year 2016, which taxes are not due and payable. Taxes for 2013, 2014 and 2015 have been paid.
2. Any unrecorded liens or other encumbrances, including liens for unpaid federal or state taxes, or any lien for services, labor or materials in connection with improvements, repairs or renovations provided before or after this opinion not shown on the public records of East Baton Rouge Parish, Louisiana.
3. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or prohibiting the occupancy, use or enjoyment of the land or regulating the character, dimension or location of any improvements now or hereafter erected on the land, or the effect of any violation of any such law, ordinance or governmental regulation.
4. Any rights, interests, or claims of parties in possession of the land and not shown on the public records.

5. Any rights, interests, or claims affecting the land that a current survey could disclose and which are not shown on the public records.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Matters which would be disclosed by a current survey and inspection of the premises.
8. All matters and facts, including but not limited to, discrepancies, encroachments, overlaps, boundary line disputes, and shortage in area, which would be disclosed by a current, accurate survey or inspection of the premises.
9. Right of Way for improvement of Rafe Meyer Road granted by Lincoln Land Investments, Inc., recorded on June 8, 1966 at Original 17, Bundle 6188, in the official records of East Baton Rouge Parish, Louisiana. [Note: expired by terms]
10. Right of Way for improvement of Old Rafe Meyer Road granted by Lincoln Land Investments, Inc., recorded on June 8, 1966 at Original 20, Bundle 6188, in the official records of East Baton Rouge Parish, Louisiana.
11. Pipeline Servitude granted by Lincoln Land Investment, Inc. in favor of Marathon Pipe Line Company, recorded on August 17, 1977 at Original 137, Bundle 9214, in the official records of East Baton Rouge Parish, Louisiana.
12. Sanitary Sewage Servitude granted by Lincoln Land Investments, Inc. in favor of the City of Baton Rouge, recorded on May 22, 1979 at Original 267, Bundle 9321, in the official records of East Baton Rouge Parish, Louisiana.
13. Right of Way Agreement granted by Lincoln Land Investments, Inc. in favor of Sugar Bowl Gas Corp., recorded on July 9, 1980 at Original 54, Bundle 9384, in the official records of East Baton Rouge Parish, Louisiana.
14. Right of Way granted by Lincoln Land Investments, Inc. in favor of Exxon Pipeline Company, recorded on February 12, 1993 at Original 275, Bundle 10378, in the official records of East Baton Rouge Parish, Louisiana.
15. Amendment of Pipeline Servitude Agreement granted by Lincoln Land Investments, Inc. in favor of Exxon Pipeline Company recorded on May 3, 1999 recorded at Original 312, Bundle 11004, in the official records of East Baton Rouge Parish, Louisiana.
16. Seismic Survey Permit by Amoco Production Company recorded on March 4, 1996 at Original 625, Bundle 10667, in the official records of East Baton Rouge Parish, Louisiana.

Note: This permit has expired per the terms of the agreement.

17. Servitude granted by Lincoln Land Investments, Inc. in favor of Shell Pipeline Company, LP, recorded on July 26, 2005 at Original 561, Bundle 11749, in the official records of East Baton Rouge Parish, Louisiana.
18. Pipeline Right of Way granted by Lincoln Land Investments, Inc. in favor of Genesis Pipeline USA, L.P., recorded on November 22, 2013 at Original 712, Bundle 12544, in the official records of East Baton Rouge Parish, Louisiana.
19. Matters shown on Survey of Lincoln Land Investments, Inc. Property, Located in Sections 42 and 51, Township 5 South, Range 1 West, Greensburg Land District, East Baton Rouge Parish, Louisiana for A.S.H. Mitigation Bank, L.L.C." prepared by R. James Tatum, P.E./P.L.S., dated January 22, 2015, recorded on August 21, 2015 at Original 649, Bundle 12675, in the official records of East Baton Rouge Parish, Louisiana, which include the following:
 - (a) 15' and 30' sanitary sewer servitude along the southern boundary;
 - (b) 50' drainage servitude;
 - (c) 210' ± pipeline right-of-way along a portion of the eastern boundary;
 - (d) 30' Exxon Pipeline right-of-way along a portion of the northern boundary; and
 - (e) Fence encroachment along the western boundary.
20. Reservation of fifty (50%) percent of the hydrocarbon minerals and hydrocarbon mineral rights contained in the Cash Sale between Lincoln Land Investments, Inc., as Seller, and A.S.H. Mitigation Bank, L.L.C., as Buyer, dated August 24, 2015, recorded on August 26, 2015 at Original 644, Bundle 12676, in the official records of East Baton Rouge Parish, Louisiana.
21. Conservation Servitude granted by A.S.H. Mitigation Bank, L.L.C. in favor of Louisiana Land Conservancy, dated August 21, 2015, recorded on August 26, 2015 at Original 647, Bundle 12676, of the official records of East Baton Rouge Parish, Louisiana.

[SIGNATURE ON FOLLOWING PAGE]

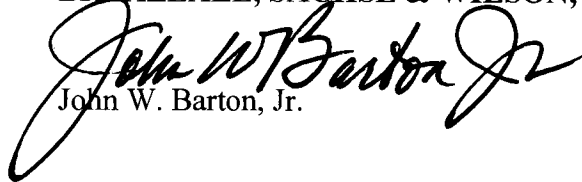
Re: A.S.H. Mitigation Bank, L.L.C.
110.79 Acres in East Baton Rouge Parish, Louisiana
February 26, 2016
Page 4

Our examination does not include matters that are not properly disclosed by the indices of the conveyance and mortgage records of East Baton Rouge Parish, Louisiana or matters which are outside of the search period described in the first paragraph of this letter. For example, it does not include an investigation of the exercise or effect of governmental or zoning authorities, environmental matters, inheritance rights of illegitimate children not disclosed by the indices, or any unrecorded lien rights.

Thanking you for permitting us to assist you in this matter, we are

Very truly yours,

BREAZEALE, SACHSE & WILSON, L.L.P.



John W. Barton, Jr.

JWB/drd

"EXHIBIT A"

A CERTAIN PARCEL OF LAND, with all of the rights, ways, privileges, servitudes, prescriptions, advantages and appurtenances thereunto belonging, or in anywise appertaining, located in Sections 42 and 51, Township Five South (T-5-S), Range One West (R-1-W), Greensburg Land District, East Baton Rouge Parish, Louisiana, as shown on a "Survey of Lincoln Land Investments, Inc. Property, Located in Sections 42 and 51, Township 5 South, Range 1 West, Greensburg Land District, East Baton Rouge Parish, Louisiana for A.S.H. Mitigation Bank, L.L.C." prepared by R. James Tatum, P.E./P.L.S., dated January 22, 2015, recorded on August 21, 2015 at Original 649, Bundle 12675, in the official records of East Baton Rouge Parish, Louisiana, and which is more fully described as follows:

Commencing at the point which marks the intersection of the centerline of Greely Road and the easterly projected northern boundary of Lincoln Heights Subdivision, First Filing, said point, hereinafter referred to as the POINT-OF-BEGINNING;

Thence, from the point-of-beginning, proceed South $88^{\circ}16'12''$ West for a distance of 1,076.42' to a point and corner;

Thence, proceed North $79^{\circ}36'36''$ West for a distance of 521.83' to a point and corner;

Thence, proceed North $01^{\circ}33'12''$ West for a distance of 629.67' to a point and corner;

Thence, proceed North $01^{\circ}30'10''$ West for a distance of 1,099.61' to a point and corner;

Thence, proceed North $01^{\circ}25'51''$ West for a distance of 1,042.71' to a point and corner;

Thence, proceed South $80^{\circ}35'02''$ East for a distance of 2,293.18' to a point and corner;

Thence, proceed South $10^{\circ}00'20''$ West for a distance of 808.70' to a point and corner;

Thence, proceed North $68^{\circ}37'21''$ West for a distance of 396.42' to a point and corner;

Thence, proceed South $01^{\circ}43'48''$ East for a distance of 533.35' to a point and corner;

Thence, proceed South $88^{\circ}16'12''$ West for a distance of 145.95' to a point and corner;

Thence, proceed South $01^{\circ}43'48''$ East for a distance of 1,268.67' to a point and corner, said point being the POINT-OF-BEGINNING, said parcel containing approximately 110.79 ACRES.

NOTES CORRESPONDING TO SCHEDULE BII ITEMS

(FIRST AMERICAN TITLE INSURANCE COMPANY OF LOUISIANA FILE NO. 5789-45941)

10. RIGHT OF WAY FOR IMPROVEMENT OF RAFE MEYER ROAD GRANTED BY LINCOLN LAND INVESTMENTS, INC., RECORDED ON JUNE 8, 1966 AT ORIGINAL 20, BUNDLE 6188, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES NOT AFFECT THE PROPERTY AND IS NOT SHOWN HEREON.
11. RIGHT OF WAY FOR IMPROVEMENT OF OLD RAFE MEYER ROAD GRANTED BY LINCOLN LAND INVESTMENTS, INC., RECORDED ON JUNE 8, 1966 AT ORIGINAL 20, BUNDLE 6188, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES NOT AFFECT THE PROPERTY AND IS NOT SHOWN HEREON.
12. PIPELINE SERVITUDE GRANTED BY LINCOLN LAND INVESTMENT, INC. IN FAVOR OF MARATHON PIPE LINE COMPANY, RECORDED ON AUGUST 17, 1977 AT ORIGINAL 137, BUNDLE 9314, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES AFFECT THE PROPERTY AND IS SHOWN HEREON.
13. SANITARY SEWAGE SERVITUDE GRANTED BY LINCOLN LAND INVESTMENTS, INC. IN FAVOR OF THE CITY OF BATON ROUGE, RECORDED ON MAY 22, 1979 AT ORIGINAL 267, BUNDLE 9321, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES AFFECT THE PROPERTY AND IS SHOWN HEREON.
14. RIGHT OF WAY AGREEMENT GRANTED BY LINCOLN LAND INVESTMENTS, INC. IN FAVOR OF SUGAR BOWL GAS CORP., RECORDED ON JULY 9, 1980 AT ORIGINAL 54, BUNDLE 9384, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES AFFECT THE PROPERTY AND IS SHOWN HEREON.
15. RIGHT OF WAY GRANTED BY LINCOLN LAND INVESTMENTS, INC. IN FAVOR OF EXXON PIPELINE COMPANY, RECORDED ON FEBRUARY 12, 1993 AT ORIGINAL 275, BUNDLE 10378, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES AFFECT THE PROPERTY AND IS SHOWN HEREON.
16. AMENDMENT OF PIPELINE SERVITUDE AGREEMENT GRANTED BY LINCOLN LAND INVESTMENTS, INC. IN FAVOR OF EXXON PIPELINE COMPANY RECORDED ON MAY 3, 1999 RECORDED AT ORIGINAL 312, BUNDLE 11004, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES AFFECT THE PROPERTY AND IS SHOWN HEREON.
17. SEISMIC SURVEY PERMIT BY AMOCO PRODUCTION COMPANY RECORDED ON MARCH 4, 1996 AT ORIGINAL 625, BUNDLE 10667, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES NOT AFFECT THE PROPERTY AND IS NOT SHOWN HEREON.
18. SERVITUDE GRANTED BY LINCOLN LAND INVESTMENTS, INC. IN FAVOR OF SHELL PIPELINE COMPANY, L.P., RECORDED ON JULY 26, 2005 AT ORIGINAL 561, BUNDLE 11749, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES AFFECT THE PROPERTY AND IS SHOWN HEREON.
19. PIPELINE RIGHT OF WAY GRANTED BY LINCOLN LAND INVESTMENTS, INC. IN FAVOR OF GENESIS PIPELINE USA, L.P., RECORDED ON NOVEMBER 22, 2013 AT ORIGINAL 712, BUNDLE 12544, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES AFFECT THE PROPERTY AND IS SHOWN HEREON.
20. MEMORANDUM OF OPTION BETWEEN LINCOLN LAND INVESTMENTS, INC. AND BRIAN DEVELOPMENT, L.L.C., OR ASSIGNS, RECORDED ON FEBRUARY 24, 2014 AT ORIGINAL 324, BUNDLE 12561, IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; DOES AFFECT THE PROPERTY BUT CANNOT BE SHOWN HEREON.

LEGEND :

- FOUND MONUMENT
• SET 1/2" I.P.
- - - FLOOD ZONE A
- - - FLOOD ZONE X
- - - EXISTING FENCE
- - - EXISTING TREELINE
FLOOD ZONE AE

P.O.B. POINT-OF-BEGINNING

BASIS OF BEARING : **S80°35'02"E

BEING THE BEARING OF THE NORTHERN PROPERTY LINE ESTABLISHED BY STATE PLANE COORDINATES AND GPS OBSERVATIONS.

UTILITIES :

ELECTRIC	ENTERGY	DENNIS SMITH	(225) 339.3237
WATER	PARISH WATER COMPANY	MARGIE SWANSON	(225) 928.1000
SEWER	EBR PARISH DPW	GREG WILEY	(225) 389.4858
GAS	ENTERGY GAS	ABBEY CAMPO	(225) 354.3139
TELEPHONE	AT&T	MICHAEL FRESINA	(225) 291.1878
CABLE	COX COMMUNICATIONS	RICHARD BUTCHER	(225) 237.5032

UNDERGROUND LOCATIONS
LOUISIANA ONE CALL 1.800.272.3020

PIPELINE COMPANIES :

GENESIS PIPELINE COMPANY	PETROLEUM	(800) 806.5463
BENGAL PIPELINE COMPANY, LLC	PETROLEUM	(800) 852.7614
EXXON MOBIL PIPELINE COMPANY	REFINED PRODUCTS / PROPANE	(800) 537.5200
ACADIAN GAS PIPELINE SYSTEM	NATURAL GAS	(800) 800.6240
MARATHON PIPELINE LLC	PETROLEUM	(800) 537.6644

REFERENCE MAPS :

1. MAPS SHOWING THE SUBDIVISION OF THE PETIT PLACE IN THE PARISH OF EAST BATON ROUGE LA, FOR J.B. MAJOR, BY A.G. MUNDINGER, P.E., ON APRIL 2, 1945.
2. MAP SHOWING SURVEY OF ORIGINAL 20.81 AC. EAST BATON ROUGE PARISH AIRPORT COMMISSION TRACT, 11-7-79.
3. FINAL PLAT OF LINCOLN HEIGHTS SUBDIVISION, SECOND FILING, FOR LINCOLN LAND INVESTMENTS, INC., BY PAUL C. BOUDREAU, P.L.S., ON 10-18-82.
4. FINAL PLAT OF LINCOLN HEIGHTS SUBDIVISION BEING THE SUBDIVISION OF THE INITIAL DEVELOPMENT OF THE LINCOLN HEIGHTS DEVELOPMENT CO. INC. PROPERTY, FOR LINCOLN HEIGHTS DEVELOPMENT CO. INC., BY J.W. COLE, C.E., ON NOV 20, 1957.
5. MAP SHOWING SURVEY OF THE NEW YORK INVESTMENT CORPORATION PROPERTY, FOR OSTERBERGER - REAMES & ASSOCIATES, INC., BY JOHN A. GRAVES, C.E., P.L.S., ON 3-16-78.

CERTIFICATION :

I CERTIFY THAT THIS SURVEY WAS ACTUALLY MADE ON THE GROUND, AS PER RECORD DESCRIPTIONS, AND THAT THERE ARE NO VISIBLE ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES, UNLESS OTHERWISE NOTED. I ALSO CERTIFY THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE APPLICABLE PROFESSIONAL AND OCCUPATIONAL STANDARDS OF PRACTICE FOR A CLASS "D" SURVEY AS PER LOUISIANA ADMINISTRATIVE CODE, TITLE 46, PART LXI, CHAPTER 25.

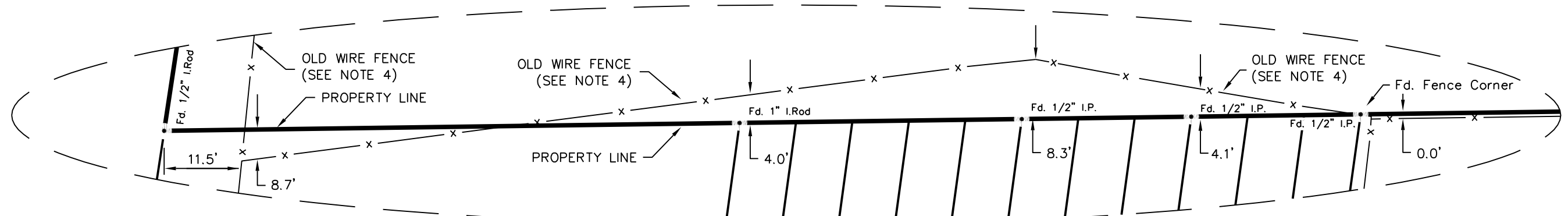
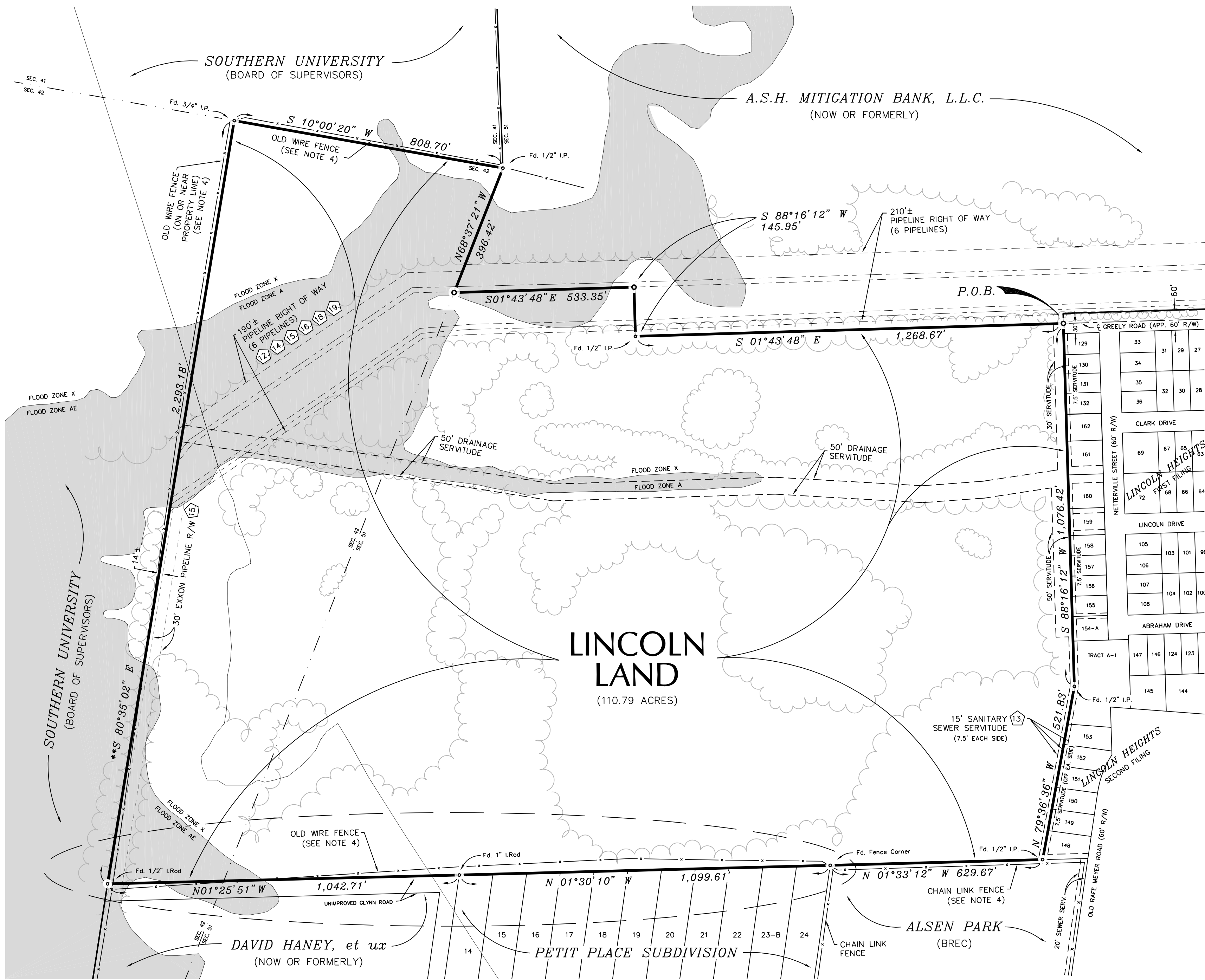
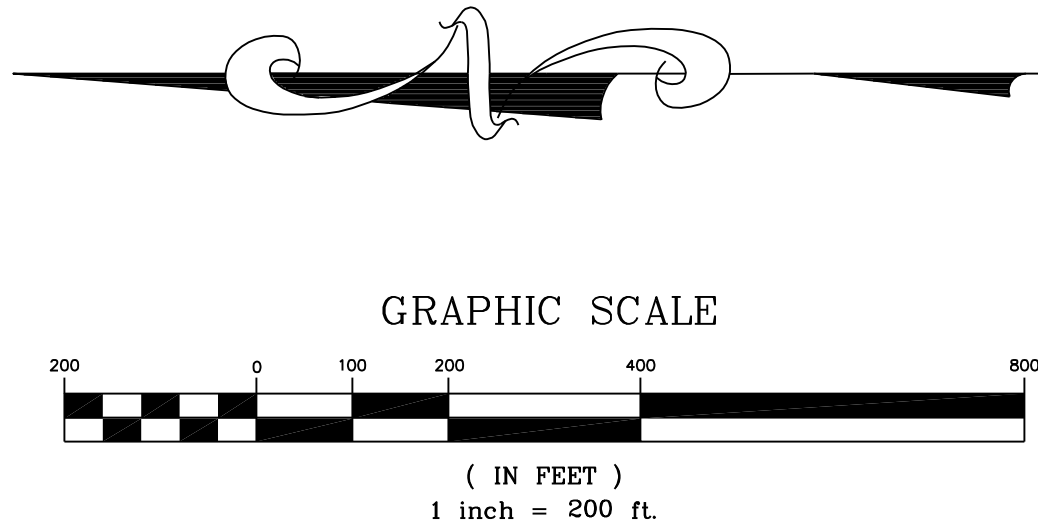


PRELIMINARY
SUBJECT TO CHANGE

R. JAMES TATUM P.E. / P.L.S.
6920 NORTH MERCHANT COURT
BATON ROUGE, LA 70809
(225) 752.5555 (FAX) 752.5556

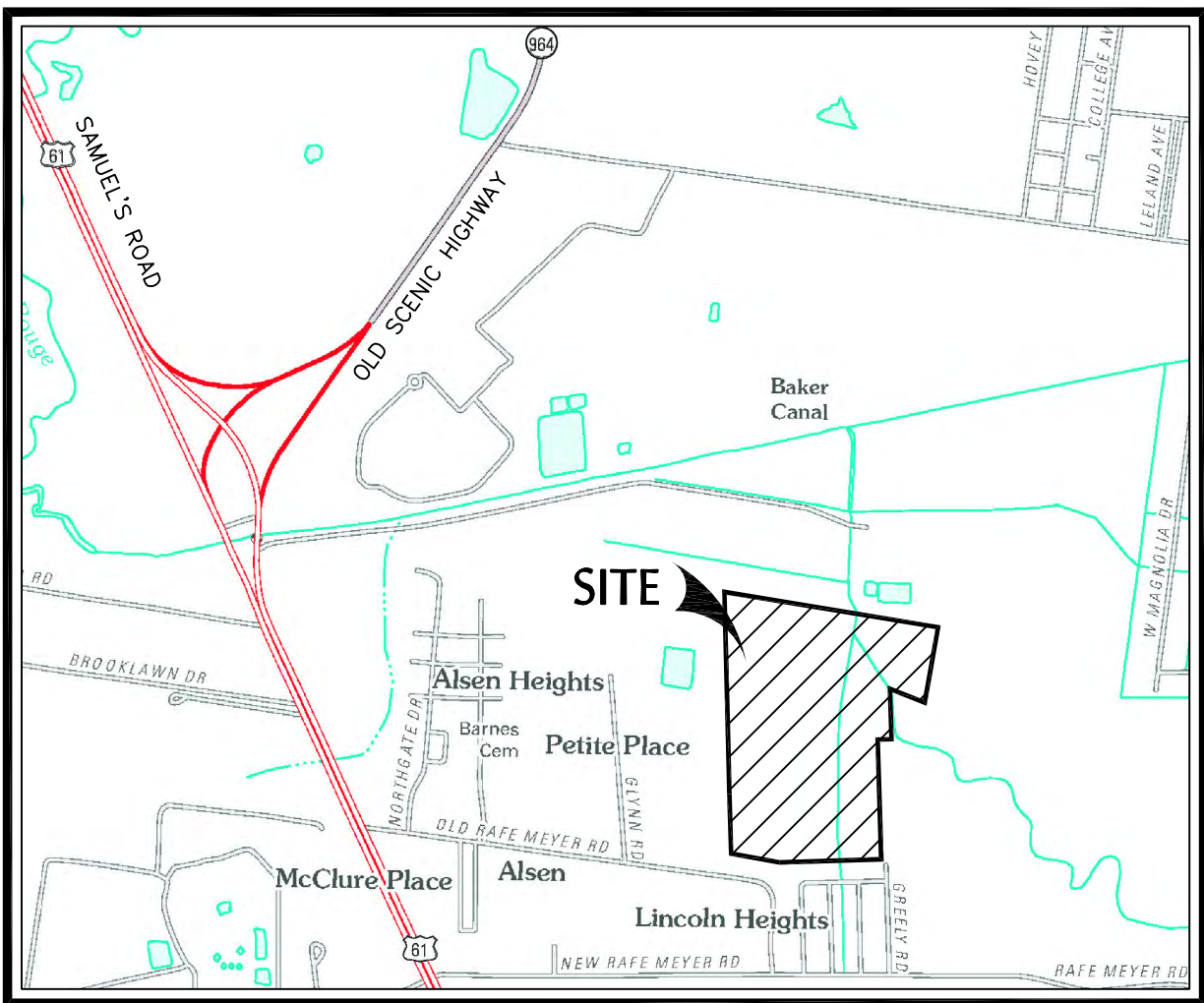
01-06-15

DATE



NOTES :

1. THE BASE FLOOD ELEVATION IS SUBJECT TO CHANGE AFTER THE DATE OF THIS SURVEY AND THE CURRENT BASE FLOOD ELEVATION AS OF ANY FUTURE DATE SHOULD BE VERIFIED WITH THE EAST BATON ROUGE PARISH DEPARTMENT OF PUBLIC WORKS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTH AND SIZE OF ALL UNDERGROUND UTILITIES AND STRUCTURES AND SHALL BE LIABLE FOR ANY DAMAGE CAUSED BY THE FAILURE TO DO SO.
3. NO ATTEMPT HAS BEEN MADE BY R. JAMES TATUM, INC. TO VERIFY THE CURRENT ENVIRONMENTAL CONDITIONS, PROPERTY TITLE, ACTUAL LEGAL OWNERSHIP, OR OTHER BURDENS ON THE PROPERTY OTHER THAN THAT FURNISHED BY THE CLIENT AND/OR HIS REPRESENTATIVE AND OTHER THAN THAT WHICH HAS BEEN OBSERVED IN THE PREPARATION OF THE SURVEY. THIS NOTATION DOES NOT (AND IS NOT INTENDED) TO ALTER, MODIFY OR OTHERWISE CAVEAT THE SURVEYOR'S CERTIFICATION HEREON.
4. THE FENCES SHOWN HEREON REPRESENT GENERAL LOCATIONS. THIS SURVEY DOES NOT WARRANT THE FENCES AS TRUE AND LEGAL BOUNDARIES BETWEEN CONTIGUOUS PARCELS OF LAND, ORIGIN AND OWNERSHIP OF THE FENCES WAS NOT DETERMINED BY THIS SURVEY. ALTHOUGH THE FIELD SURVEYING EFFORTS FOUND THE FENCES TO BE ON, NEAR AND OVER THE PROPERTY LINES, REFER TO THE PROPERTY LINE METES AND BOUNDS DESCRIPTIONS FOR TRUE BOUNDARIES.



VICINITY MAP

1" = 200'

GENERAL NOTES :

ZONING:	RURAL
GROSS SITE AREA:	110.79 ACRES
STREETS:	RAFE MEYER ROAD AND GREELY ROAD (PUBLIC)
SCHOOL DISTRICTS:	SCOTLANDVILLE HIGH SCHOOL PARK FOREST MIDDLE SCHOOL CRESTWORTH ELEMENTARY SCHOOL
FIRE DISTRICT:	ALSEN / ST. IRMA LEE VOLUNTEER FIRE DEPT.
FLOOD ZONES:	X AND A
F.I.R.M.:	22033C-0155-E (MAY 2, 2008)
ADJ. BASE FLOOD:	65.0

LEGAL DESCRIPTION

LINCOLN LAND INVESTMENTS, INC. PROPERTY

A CERTAIN PARCEL OF LAND, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON, AND ALL OF THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, PRESCRIPTIONS, ADVANTAGES AND APPURTENANCES THEREUNTO BELONGING, OR IN ANYWISE APPERTAINING, LOCATED IN SECTIONS 42 AND 51, TOWNSHIP FIVE SOUTH, RANGE ONE WEST, GREENSBURG LAND DISTRICT, EAST BATON ROUGE PARISH, LOUISIANA AND SITUATED AS STATED ABOVE AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT WHICH MARKS THE INTERSECTION OF THE CENTERLINE OF GREELY ROAD AND THE EASTERLY PROJECTED NORTHERN BOUNDARY OF LINCOLN HEIGHTS SUBDIVISION, FIRST FILING, SAID POINT, HEREINAFTER REFERRED TO AS THE POINT-OF-BEGINNING;

THENCE, FROM THE POINT-OF-BEGINNING, PROCEED SOUTH 88°16'12" WEST FOR A DISTANCE OF 1,076.42' TO A POINT AND CORNER;
THENCE, PROCEED NORTH 79°36'36" WEST FOR A DISTANCE OF 521.83' TO A POINT AND CORNER;
THENCE, PROCEED NORTH 01°33'12" WEST FOR A DISTANCE OF 629.67' TO A POINT AND CORNER;
THENCE, PROCEED NORTH 01°30'10" WEST FOR A DISTANCE OF 1,099.61' TO A POINT AND CORNER;
THENCE, PROCEED NORTH 01°25'51" WEST FOR A DISTANCE OF 1,042.71' TO A POINT AND CORNER;
THENCE, PROCEED SOUTH 80°35'02" EAST FOR A DISTANCE OF 2,293.18' TO A POINT AND CORNER;
THENCE, PROCEED SOUTH 10°00'20" WEST FOR A DISTANCE OF 808.70' TO A POINT AND CORNER;
THENCE, PROCEED NORTH 68°37'21" WEST FOR A DISTANCE OF 396.42' TO A POINT AND CORNER;
THENCE, PROCEED SOUTH 01°43'48" EAST FOR A DISTANCE OF 533.35' TO A POINT AND CORNER;
THENCE, PROCEED SOUTH 88°16'12" WEST FOR A DISTANCE OF 1,145.95' TO A POINT AND CORNER;
THENCE, PROCEED SOUTH 01°43'48" EAST FOR A DISTANCE OF 1,268.67' TO A POINT AND CORNER, SAID POINT BEING THE POINT-OF-BEGINNING, PARCEL CONTAINING APPROXIMATELY 110.79 ACRES.

SURVEY OF LINCOLN LAND INVESTMENTS, INC. PROPERTY

LOCATED IN SECTIONS 42 & 51, TOWNSHIP 5 SOUTH, RANGE 1 WEST, GREENSBURG LAND DISTRICT, EAST BATON ROUGE PARISH, LOUISIANA

FOR

AS.H. MITIGATION BANK, LLC.

LOCATION:RAFE MEYER ROAD - ALSEN, LA	SHEET:
DATE: 01-06-2015	TOTAL AREA: 110.79 ACRES
SCALE: 1" = 200'	DRAWN BY: JAS
COGO: 9B-Z:\p214-029(DMY)\DMY_MASTER.DWG	W.O. # 214-029
	OF 1

TATUM

R. JAMES TATUM, INC.

ENGINEERING CONSULTANTS

BATON ROUGE, LOUISIANA

Ash Slough Headwaters Mitigation Bank Addendum I
Mitigation Banking Instrument

Attachment C-Mitigation Work Plan

ATTACHMENT C: MITIGATION WORK PLAN
FOR BOTTOMLAND HARDWOOD HABITAT
ASH SLOUGH HEADWATERS MITIGATION BANK - ADDENDUM I

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MITIGATION WORK PLAN FOR BOTTOMLAND HARDWOOD HABITAT

I. Bank Property Location

The center point of the property is located at Latitude 30.574058 N and Longitude -91.193675 W, approximately 2.0 miles south of Baker, Louisiana in East Baton Rouge Parish. The property is located in the Hydrologic Unit Code (HUC) 08070201 (Bayou Sara – Thompson Watershed).

Driving directions to the site are as follows: From the intersection of Interstate 10 and Interstate 110, drive north on Interstate 110 toward Baker for approximately 7.5 miles; take Exit 8A toward Baker (north) onto Louisiana Highway 19 North (Scotland Avenue); proceed north for approximately 2.1 miles; turn left (west) on to Rafe Meyer Road; proceed for approximately 0.5 miles; and the property will be on the right (see MBI Attachment A, Figures 1-2).

II. Objective

A.S.H. Mitigation Bank, LLC (Owner), as the owner in fee title, will record a conservation servitude for 110.8 acres. A.S.H. Mitigation Bank, LLC (Sponsor) will implement mitigation improvements, including re-establishment (24.5 acres), rehabilitation (4.2 acres), and enhancement (3.7 acres), for a total of 32.4 acres of bottomland hardwoods at the Bank (Figures C1-C2 and Tables 1-2). The goal of the Ash Slough Headwaters Mitigation Bank Addendum I (ASHMB I) is to restore a 110.8-acre bottomland hardwood (BLH) wetland community as a species diverse, sustainable ecosystem by restoring natural hydrology, surface topography, and vegetative communities at the Bank site, and to implement performance standards, monitoring protocols, and remedial actions as described in this Mitigation Work Plan to ensure the Bank success. In addition to the 32.4 acres of restored wetlands, the Bank also includes 17.5 acres of hydric inclusions and 48.2 acres of non-hydric inclusions.

Table 1. Current Habitat Types and Land Use

Habitat Type	Land Use	Acreage
Agricultural Wetlands	Agricultural	<i>48.3</i>
Forested Wetlands	Recreational	<i>50.1</i>
ROW	-	<i>12.4</i>
Total	---	<i>110.8</i>

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Table 2. Mitigation Bank Habitat Types

Habitat Type	Acreage	Mitigation Type
Bottomland Hardwood	24.5	Re-establishment
Bottomland Hardwood	4.2	Rehabilitation
Bottomland Hardwood	3.7	Enhancement
Bottomland Hardwood	17.5	Hydric inclusion
Uplands	48.2	Non-hydric inclusion
Non-wetland (ROW and Access)	12.7	Non-mitigation
Total	110.8	---
Total Mitigation and Inclusions	98.1	---

A. Aquatic Resource Type and Functions to be Restored/Enhanced/Preserved

This Bank will re-establish (24.5 acres), rehabilitate (4.2 acres), and enhance (3.7 acres), 32.4 acres of bottomland hardwood forest (BLH). See Table 2.

As defined by *The Natural Communities of Louisiana* published in 2009 by the Louisiana Department of Wildlife and Fisheries (LDWF) and the Louisiana Natural Heritage program (LNHP), BLH forests are forested, alluvial wetlands occupying broad floodplain areas that flank large river systems. BLH forests may be called fluctuating water level ecosystems, characterized and maintained by a natural hydrologic regime of alternating wet and dry periods. These forests support distinct assemblages of plants and animals associated with particular landforms, soils, and hydrologic regimes. They are important natural communities for maintenance of water quality, providing a very productive habitat for a variety of fish and wildlife, and are important in regulation of flooding and stream recharge.

This project will restore and maintain 32.4 acres of BLH habitat, in compliance with the provisions of this MBI. Restoration will consist of re-establishment, rehabilitation, and enhancement (Figure 4). The restoration of BLH habitat at the Bank will require that the Sponsor plant those areas which were previously cleared for agricultural and silvicultural purposes and which are currently in agricultural use. The Bank also includes 65.7 acres of hydric and non-hydric inclusions. The remaining 12.7 acres of non-mitigation features will consist of ROW. Table 2 identifies resource types (Louisiana Natural Heritage Program descriptions) and acreages to be restored, along with method of compensation (i.e., re-establishment, rehabilitation, and enhancement, etc.).

Due to hydrologic modification of the natural drainage patterns, Bank lands are currently hydrologically impaired due to drainage swales. Water which would have naturally

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sheetflowed across Bank lands is currently conveyed to Ash Slough via drainage swales (Figure C3). Restoration efforts will include re-establishing a more natural hydrologic regime for the Bank lands. The filling of drainage swales will restore sheetflow across the property (Figures C4 and C4a-b). Water that is currently flowing through drainage swales will be allowed to sheetflow across the site and into Ash Slough, as it did historically.

Reforestation efforts associated with re-establishment, rehabilitation, and enhancement will utilize one-year old seedlings (acquired from nurseries utilizing stock grown from local seed sources) which are representative of a species assemblage historically common to bottomlands hardwoods of the area. Trees of these species which are commercially available will be utilized. Table 3 identifies the species assemblage to be planted.

B. Watershed Contributions

1. Watershed Need

The ASHMB I site is located in the Bayou Sara-Thompson Creek watershed, specifically within the drainage area of the headwaters of Ash Slough.

Through these improvements, the Bank will be capable of sustaining wetland functions, values, and services in accordance with an IRT-approved plan and this MBI. The functional benefit to the Bayou Sara-Thompson Creek watershed will include an increase in the quantity and quality of BLH habitat for resident and migratory wildlife and the conversion of the Bank to a more natural ecosystem. In the future, and as more commercial, industrial and residential development occurs in the vicinity, the Bank will provide an increased functional value with respect to the reduction of flooding and the reduction of point source pollution within the watershed.

2. Watershed Benefits

The Bank will also benefit the Bayou Sara-Thompson Creek watershed through the retention of surface water runoff, stream flow maintenance, nutrient cycling, aquatic productivity, improved plant and wildlife habitat, and the reduction of non-point source pollution (nutrients and suspended solids) originating from agricultural activities.

The restoration work will increase the wetland functions over that currently performed by the Bank in its current condition. The Sponsor would offer the credits produced from this lift as compensation for wetland losses resulting from work authorized by Department of the Army (DA) permits.

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III. Site Selection

This site was selected based on its proximity and direct connectivity to existing water resources. Additionally, this site was historically bottomland hardwood, but was hydrologically disconnected from natural hydrological patterns due to the construction of drainage features.

The goal of this Bank is to remove the site from agricultural use and to restore 32.4 acres (re-establish 24.5 acres, rehabilitate 4.2 acres, and enhance 3.7 acres) of pasture to a high-quality, self-sustaining bottomland hardwood forested wetland ecosystem that exhibits natural species composition and supports a wildlife habitat typical of healthy bottomland hardwoods. The restoration and protection of BLH ecosystems will be accomplished through the restoration of agricultural land underlain by hydric soils and hydrological restoration.

Establishment of this Bank will include an increase in the quantity and quality of BLH habitat for resident wildlife and the conversion of the site to a more natural ecosystem. The majority of adjacent lands are currently used for agriculture, residential, and commercial purposes; therefore, this Bank will establish a refuge for wildlife.

The quality of downstream receiving waters (Subsegment LA040103 – Comite River-entrance of White Bayou to Amite River) has previously been identified by the Louisiana Department of Environmental Quality (LDEQ) as being impaired for Primary Contact Recreation (PCR) use due to fecal coliform, with suspected sources of impairment listed as onsite treatment (septic) systems and sanitary sewer overflows (collection system failures). A Total Maximum Daily Load (TMDL) was completed for Subsegment LA040103 for fecal coliforms on March 28, 2012. The cessation of agricultural activities along with removal of drainage swales, degrading access roads, and planting of trees for this project will aid in meeting the current and future TMDLs through the resulting water quality improvements due to increased filtration and plant uptake (i.e., nonpoint source pollution prevention).

IV. Site Protection Instrument

(See Section X. Long-Term Protection and Maintenance, Subsection A. “Conservation Servitude” of this MBI.)

V. Baseline Information

This section contains both the historical and current ecological and physical information about the Bank Site.

A. Land Use

1. Historical Land Use

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ASHMB I lands were historically bottomland hardwoods, which were cleared for silvicultural and agricultural use prior to 1970. This is confirmed by aerial photography maintained by CEMVN. According to the landowner, the site has been used for agricultural activities (currently cattle grazing and hay production) only for over 60 years.

2. Current Land Use

Bank lands are currently in agricultural use as pasture. Adjacent land use is predominately agricultural and residential (Figure C5).

B. Soils

The soil types present at the Bank, as identified in the East Baton Rouge Parish Soil Survey, include:

- Frost silt loams, occasionally flooded (FrA and FoA)– zero to one percent slopes (approximately 20 percent of Bank area);
- Oprairie silts (OpA) – zero to three percent slopes (approximately 10 percent of Bank area);
- Deerford-Verdun complex (DaA) – zero to two percent slopes (approximately 30 percent of Bank area); and
- Jeanerette silt loam (JeA) – zero to one percent slopes (approximately 40 percent of Bank area).

Frost silt loam soils are poorly drained and slowly permeable soils found on broad flats and depressions. Oprairie silt loams are somewhat poorly drained and slowly permeable soils found throughout the parish. Deerford-Verdun complexes are somewhat poorly drained and very slowly permeable soils covering two-thirds of the parish.

Field investigations and a wetland delineation conducted in 2014 confirmed these soil types, along with hydric indicators. Figure C6 presents the current soil types within the project area.

Hydric soils indicate that the site is inundated or saturated for at least 14 consecutive days per year. During the months of December to April: Frost silt loam soils typically have a water table between the surface and 1.5 feet below the surface and Oprairie silts typically have a water table between 1.0 and 2.0 feet below the surface.

Agricultural use of this property in the past has likely modified soils through the loss of organic material due to traditional cultivation, loss of biomass and leaf litter, and increased runoff.

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C. Hydrology

1. Historical Hydrology and Drainage Patterns

Prior to the construction of drainage swales, surface water on the site was able to pond in depressions or sheetflow across the site into Ash Slough.

2. Existing Hydrology and Drainage Patterns

The ASHMB I site is located in the Bayou Sara – Thompson Creek watershed. The site is currently in agricultural use as livestock pasture and utilized for hay production. The headwaters of Ash Slough are located at the northeastern corner of the site, with Ash Slough generally flowing through the property toward the southeast (to Cypress Bayou and thence to the Comite River). An unnamed drainageway passes through the center of the property and connects to Ash Slough near the northeast corner of the site.

Water which would have naturally sheetflowed across Bank lands is currently conveyed to Ash Slough by drainage swales. Current and proposed drainage patterns are depicted on Figures C3 and C4.

CEMVN issued jurisdictional determination # MVN-2014-00915-SK for the Bank on July 7, 2014, which concluded that the Bank is comprised of approximately:

- Section 404 Wetlands: 28.24 acres,
- Non-Wetlands: 81.94 acres, and
- Open water: 0.61 acres.

D. Vegetation

1. Historical Plant Community

Plant species which were likely present on the site historically (based on existing forested areas which have persisted since the 1940's) include:

- Cherrybark Oak (*Quercus pagoda* Raf.)
- Laurel oak (*Quercus laurifolia* Michx.)
- Willow Oak (*Quercus phellos* L.)
- Nuttall Oak (*Quercus texana* Buckley)
- Water Oak (*Quercus nigra* L.)
- Drummond Red Maple (*Acer rubrum* L. var. *drummondii* (Hook. & Arn. ex Nutt.)
- American Elm (*Ulmus americana* L.)
- Sweetgum (*Liquidambar styraciflua* L.)
- Baldcypress (*Taxodium distichum* (L.) Rich.)
- Green Ash (*Fraxinus pennsylvanica* Marsh.)

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2. Existing Plant Community

Dominant vegetation within forested areas are laurel oak (*Quercus laurifolia*), water oak (*Quercus nigra*), slippery elm (*Ulmus rubra*), honey locust (*Gleditsia triacanthos*), water hickory (*Carya Aquatica*), sugarberry (*Celtis laevigata*), and Chinese tallow (*Triadica sebifera*).

Dominant vegetation within cleared agricultural areas consists of bahiagrass (*Paspalum notatum*), leathery rush (*Juncus coriaceus*), and common rush (*Juncus effusus*).

VI. Description of Work

This Bank will provide 32.4 acres of bottomland hardwood forest to compensate for unavoidable wetland impacts for the Bayou Sara – Thompson Creek watershed area. In order to accomplish this task, the Sponsor shall complete the following soils/hydrologic and habitat work.

A. Soils/Hydrologic Work Plan

Hydrologic restoration will consist of the restoration of natural surface flow and stream flow on the Bank in a manner that mimics natural hydrology observable at undisturbed bottomland hardwood forests.

Drainage Swales:

Currently, precipitation runoff is conveyed to Ash Slough via drainage swales. Removal of these features will contribute to the ability of runoff on-site to sheetflow across the site re-establishing a more natural regime.

Spoil bank material excavated during the construction of the drainage swales will be used to fill all drainage swales to natural grade. Figure C4 presents the location of drainage swales to be removed.

The Sponsor will implement temporary seeding for stabilization of bare soils as needed during Bank establishment/construction.

B. Vegetation

The site will be reforested with an assemblage of species tailored to mimic native bottomland hardwood forests in this area. Table 3 identifies the species assemblage to be planted. Species will be planted in a random mixture as dictated by terrain and by edaphic conditions. Single species row plantings will be avoided.

Species assemblages to be planted are representative of species assemblages historically common to surrounding bottomland hardwood forests of the area. For

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verification, the identified assemblages were cross-referenced with those identified in East Baton Rouge Parish in the USDA/NRCS PLANTS online database. Reference sites were found to be consistent with bottomland hardwood forests described in *The Natural Communities of Louisiana* (Louisiana Natural Heritage Program, August 2009, available at: <http://www.wlf.louisiana.gov>).

Table 3. Species Assemblages to be Planted

Scientific Name	Common Name (USDA)	Observed on site	Recorded In East Baton Rouge Parish (USDA)	Wetland Indicator Status Region 2 (USDA)	Percent Composition
Bottomland Hardwood					
<i>Quercus nigra</i> L.	Water oak	Yes	Yes	FAC	15%
<i>Quercus pagoda</i> Raf.	Cherrybark oak	Yes	Yes	FAC+	10%
<i>Quercus texana</i> Buckley	Nuttall oak	No	Yes	FACW	10%
<i>Quercus phellos</i> L.	Willow oak	Yes	Yes	FACW-	10%
<i>Quercus laurifolia</i> Michx.	Laurel oak	Yes	Yes	FACW	10%
<i>Quercus michauxii</i> Nutt.	Swamp chestnut oak	Yes	Yes	FACW	10%
<i>Liquidambar styraciflua</i> L.	Sweetgum	Yes	Yes	FAC+	5%
<i>Celtis laevigata</i> Willd.	Sugarberry	Yes	Yes	FACW	5%
<i>Ulmus americana</i> L.	American elm	Yes	Yes	FACW	5%
<i>Acer rubrum</i> L. var. <i>drummondii</i> (Hook. & Arn. Ex Nutt.) Sarg.	Drummond's maple	Yes	Yes	OBL	5%
<i>Carya aquatica</i> (Michx.) Nutt.	Water hickory	Yes	Yes	OBL	5%
<i>Taxodium distichum</i> (L.) Rich.	Bald Cypress	No	Yes	OBL	5%
<i>Fraxinus pennsylvanica</i> Marsh.	Green ash	No	Yes	FACW	5%

Re-establishment and Rehabilitation Areas:

For those 28.7 acres of non-wetland and wetland agricultural pastures and cleared wetland pasture which are proposed for as re-establishment and rehabilitation, an appropriate combination of hard and soft mast producing bare-root stock will be planted.

Vegetative plantings will be used to restore natural vegetation throughout the property. One year old bare-root seedlings obtained from a registered, licensed regional nursery, and of regional eco-type species properly stored and handled to ensure viability, will be planted during the period November through March (planting season). Events such as spring flooding may warrant temporary storage of the seedlings and delay of planting until late spring or early summer. If listed seedling species are not available,

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substitutions may be made if the substitutions are approved by the IRT. The anticipated schedule for planting is the non-growing season of 2015-2016.

Proposed planting spacing in areas designated as re-establishment and rehabilitation will be 9'x 9' (for an initial density of 538 trees per acre) of bare-root stock. Seedling species will be mixed so as not to create single species rows. Hard mast species will be planted so that they comprise not less than 60 percent, but not more than 70 percent, of the planted seedlings. If overstocking of soft mast occurs due to adjacent forested areas, the Sponsor will conduct adaptive management/thinning of soft mast as needed to correct the hard mast to soft mast ratio. Initial / interim monitoring survival rates for re-establishment and rehabilitation areas will be a minimum of 250 trees per acre. Long-term success for all replanted areas will be >80% canopy coverage. Weedy vegetation within planted areas will be maintained by mowing and/or herbicidal application through Year 5 (prescribed burning will not be used) with spot treatments through Year 15 or achievement of long-term success criteria.

Enhancement Areas:

Those 3.7 acres of the Bank which are designated as enhancement are currently forested with a mix of native and invasive species and grazed by cattle. The Sponsor will remove the site from agricultural use, remove/control invasive species, enhance wetland hydrology, and provide supplemental planting of bare-root stock. Invasive species within enhancement areas will be removed and stumps will be treated with herbicide. The existing canopy will be assessed with respect to hard to soft mast ratios, and trees will be removed as needed. Bare-root stock will be planted to replace those trees removed and in order to achieve a hard mast percentage of at least 60% but not more than 70%.

Invasive Species Control:

Planted areas will be maintained, on an as-needed basis, by the use of mechanical or chemical control or some combination thereof in order to control noxious/exotic species colonization and competition from other plants.

The Sponsor will eradicate Chinese tallow tree and any other existing noxious/exotic vegetation on the site by all necessary physical, chemical, or mechanical means on the Bank. Noxious/exotic vegetation stem density shall be controlled so that it comprises, on an acre-by-acre basis, not more than one percent of the total stem density.

VII. Maintenance Plan

Maintenance activities will be conducted by the Sponsor during establishment of the Bank (i.e., until all credits are sold), and the Long-term Steward will conduct maintenance activities after all credits are sold (see Section III of the MBI – Responsibilities of Parties).

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- A. The Bank will be monitored through year 50 or later, if canopy cover of 80 percent has not been achieved to prevent re-infestation by noxious/exotic vegetation. Noxious/exotic vegetation stem density shall be controlled so that it comprises, on an acre-by-acre basis, not more than one percent of the total stem density. Section VI.B.7 of the Mitigation Work Plan details the elimination/control of invasive plants.
- B. The property boundary will be monitored and maintained as needed. Boundary maintenance of the Bank will include the posting of signs to demarcate the Bank boundary. Fencing will be maintained between the Bank and any adjacent lands which are grazed.
- C. The Owner will make periodic inspections of the property of not less than once per year to verify that use of the property is consistent with this MBI and the conservation servitude and to inspect for any damage caused by flood, fire, storm, wind, accident, vandalism, negligence, or other act or event that causes damage to the Bank.

VIII. Performance Standards

In order for the Bank to be considered acceptable for mitigating wetland impacts associated with DA permits, the Property will be restored in accordance with the Mitigation Work Plan such that it meets wetland criteria as described in the 1987 Corps of Engineers Wetland Delineation Manual (the 1987 Manual) as well as the November 2010 Regional Supplement for the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2.0. Performance standards (success criteria) used to measure the success of the Bank are provided below.

A. Initial Success Criteria

1. Hydrology: Ground surface elevations must be conducive to establishment and support of hydrophytic vegetation, and re-establishment and maintenance of hydric soil characteristics. To that end, all alterations of the natural topography (ditching, spoil banks, land leveling, bedding, fire breaks, etc) that have affected the duration and extent of surface water have been removed or otherwise rendered ineffective in accordance with this Mitigation Work Plan.

2. Vegetation: A minimum of 250 planted seedlings per acre must survive through the end of the second spring following the planting (i.e., Year 1). Those surviving seedlings must be representative both in species composition and percentage identified in this Mitigation Work Plan. This criterion will apply to initial plantings, as well as, any subsequent replanting that may be needed to meet this requirement.

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B. Interim Success Criteria

1. Hydrology: By Year 3 (two years following attainment of the one-year survivorship criteria), site hydrology will be restored such that the property meets the wetland criterion as described in the 1987 Manual, as well as the November 2010 Regional Supplement to the Corps of Engineers wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2.0. Data demonstrating that wetland hydrology has been re-established is to be collected by the Sponsor and submitted to CEMVN in the monitoring report for the interim success criteria.

2. Vegetation and Vegetative Plantings:

a. For a given planting, a minimum of 250 seedlings/saplings per acre must be present (with a 60 to 40 hard mast to soft mast ratio) at the end of the fourth year (i.e. Year 5) following successful attainment of the one-year survivorship criteria. Trees established through natural recruitment may be included in this tally; however, no less than 125 hard mast-producing seedlings per acre must be present. Surviving hard mast seedlings must be representative of the species composition and percentage identified in this Mitigation Work Plan. Exotic/invasive species may not be included in this tally.

b. By Year 5 (four years following successful attainment of the one-year survivorship criteria), the Bank and the perimeter will be virtually free (approximately 5% or less on an acre-by-acre basis) of exotic/invasive vegetative species.

c. Developing plant community must exhibit characteristics and diversity indicative of a viable native forested wetland community commensurate with stand age and site conditions by Year 5. Achievement of wetland vegetation dominance is defined as a vegetation community where more than 50% of all dominant species are facultative (FAC) or wetter, excluding FAC- plants, using "routine delineation methods" as described in the 1987 Manual as well as the November 2010 Regional Supplement to the Corps of Engineers wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2.0.

C. Long-Term Success Criteria

1. Forest canopy coverage exceeds eighty percent of forested land mass, as measured by an approved method. Forest canopy species abundance and composition is consistent with the restoration goals identified in the restoration plan and credit assessment methodologies. The long term species composition should fall within the range of 50:50 to 40:60 soft mast to hard mast ratio.

2. When forest canopy coverage exceeds eighty percent, the Bank will be essentially void of exotic/invasive vegetation (all seed-producing trees removed from Bank and perimeter and less than 3% of the understory on an acre per acre basis). An active treatment program will continue as part of the long-term maintenance program.

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3. If thinning to maintain or enhance the ecological value of the Bank is determined necessary by the IRT at this time, the Sponsor/Steward will develop a thinning plan in coordination with the IRT. Thinning operations shall be performed by the Sponsor/Steward per the requirements of the thinning plan.
4. The Sponsor will provide documentation that the "Long-Term Maintenance and Protection" escrow account is fully funded.

IX. Monitoring Requirements

The Sponsor agrees to perform all work necessary to monitor the Bank to demonstrate compliance with the success criteria established in this Mitigation Work Plan. The Sponsor will monitor the Bank in the spring of each monitoring year using the guidelines in Section VIII of this Mitigation Work Plan.

Surveys of permanent monitoring stations will occur in the following time frame:

1. Immediately following planting of the Bank to establish baseline information.
2. In Years 1, 3, 5 and after achieving interim success criteria, monitoring will occur every 3 years until an average canopy coverage of 80% is established.
3. If thinning is required after successfully achieving the long-term success criteria, the site will be surveyed prior to and following the first thinning operation following plantings.

If monitoring for any given year determines that the Bank is not progressing as expected, monitoring will continue on an annual basis until the Bank successfully meets or exceeds established milestones. After achieving the interim success criteria, monitoring will occur every 3 years until average canopy coverage of 80% is obtained. If thinning is required after successfully achieving the long-term success criteria, the site will be surveyed prior to and following the first thinning operation following plantings.

The survey of the permanent monitoring stations will collect data to evaluate the survival rate of planted vegetation; number, species and growth rates (average heights and diameter). In addition to planted seedlings, surveys will include the number by species of volunteering trees, shrubs and woody vines. Surveys will also collect information regarding colonizing plant species, the wetland plant status (scaled from obligate (OBL) to upland (UPL) of each and the number by species of exotic/noxious specimens.

A. Permanent circular monitoring stations

Immediately following initial planting of the Bank, the Sponsor will randomly establish a permanent circular monitoring station for every 20 credit acres on the Bank.

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Each station will have a minimum area of 1/20th acre (radius=26 feet). Stations will be identified with a permanent marker (e.g., an 8-foot PVC pipe anchored with a metal T-post at plot center) and GPS coordinates will be recorded for each station. A map will be provided to CEMVN (See Reporting Protocols below) that depicts the location of the monitoring stations as well as a coordinating list containing the coordinates for each station. All individual planted seedlings/saplings falling within each monitoring station will be marked with a numbered tag that uniquely identifies each seedling. A document providing seedling information shall be presented (to CEMVN) for each monitoring station and this document shall not only list the specific tag number for each seedling within the monitoring station, but also the species (by scientific and common name), height, diameter, wetland rating, hard mast or soft mast categorization, and general condition of each stem.

To establish baseline information this data will be obtained immediately following the initial planting of the Bank site or phase of the Bank.

B. Transects

The Sponsor shall establish transects along planted rows to be used to determine overall survivorship of planted seedlings. Transects shall make up approximately 3% of the total number of rows and arranged so that a representative sample of the entire track is obtained. The beginning and ending points of each transect shall be marked with a permanent marker (e.g., an 8-foot PVC pipe anchored with a metal T post) and GPS coordinates shall be recorded for these points.

To establish baseline information transects will be surveyed to determine the number by species of planted seedlings within 60 days of planting. Transects will be surveyed until successful attainment of the interim success criteria. Initial and interim transect surveys shall record the species present, the number of living seedlings for each species, the wetland indicator status of each species, the mast type of each species and describe the general condition of the seedlings. Any failed areas of plantings should be noted along with an explanation for the failure.

C. Soil Profile

The Sponsor will collect data on the hydrologic conditions of the Bank as necessary. Sufficient data shall be provided to accurately demonstrate variations in soil conditions. Information to demonstrate hydric properties within the soil shall be provided as a description of the upper 12 inches of the soil profile. Such data will be presented as points with GPS coordinates for each point, a hydric indication for each point, and an explanation to support the information for each point. This information shall also be provided on a referenced map included as an attachment.

The Sponsor will be required to submit a Corps issued JD (at Year 3) to show that the Property meets the wetland criterion as described in the 1987 Manual as well

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as the Regional Supplement of the Corps of Engineers Wetland Delineation Manual:
Atlantic and Gulf Coastal Plain Region Version 2.0.

D. Floristic Survey

To document the attainment of the long-term success criteria the Sponsor will complete a comprehensive floristic survey for the Bank as part of the monitoring requirements.

A floristic survey should be comprehensive over the entire site, and should be conducted using systematic field techniques. This survey should provide a list of plants and communities existing on the site. If adverse conditions such as disease, drought, predation, or herbivory, etc. exist and have impacted the plantings then this information and these conditions need to be discussed in the report.

E. Photographs

Digital images shall be taken from ground level at each monitoring station and from elevated positions throughout the Bank to document overall conditions. These ground level images should provide a North, South, East and West image for each station.

F. Qualitative Analysis

The Sponsor shall evaluate the entire extent of the Bank (or phase of the Bank that this report represents) and provided observations concerning overall seeding survivorship, colonization of the Bank by volunteer plant species, wildlife utilization and any other information that is pertinent to achievement of initial success criteria.

G. Hydrologic Conditions

A description of the condition of any applicable hydrology altering features (culverts, ditches, plugs, etc.) and a general discussion of hydrologic conditions at monitoring stations shall be provided.

H. Ledgers

The Sponsor will utilize the Regulatory In-Lieu Fee and Bank Information Tracking System (RIBITS) as a ledger to show all transactions. The Sponsor will input the following information: transaction date, permittee name, credits/acres sold, and DA permit number. No other reporting measures are required.

ATTACHMENT C: MITIGATION WORK PLAN
FOR BOTTOMLAND HARDWOOD HABITAT
ASH SLOUGH HEADWATERS MITIGATION BANK - ADDENDUM I

X. Monitoring Reports

Independent of the As-built Report, the Sponsor will submit monitoring reports documenting monitoring efforts at the Bank to the CEMVN by July 31st of the year monitoring occurs. Besides monitoring results for that monitoring year, reports will include a financial assurance report documenting withdrawals and deposits. The monitoring reports will follow the guidelines listed below:

The monitoring report will include data sufficient for comparison to the performance standards found in Section VIII. of this Work Plan. The Sponsor shall also include, in these reports, a discussion of all activities which took place at the Bank.

A. As-Built Report

An as-built report will be submitted to CEMVN within 60 days following completion of all work required to restore or enhance special aquatic sites. The as-built report will describe in detail the work performed and provide a list of species planted, the number of each species, the hard or soft mast categorization, and the wetland rating. No deviation from the Mitigation Work Plan may occur without prior approval from the IRT. The as-built report will include a discussion of the coordination with IRT members, a description of and reasons for any approved deviation. The as-built report shall provide:

- a. A survey showing finished grades and plantings with written documentation, plan view and cross sectional drawings of all construction and establishment work implemented on the bank.
- b. Survey data collected from the permanent monitoring stations and the transects. This survey data should include the number and species of the seedlings planted, timing of all work events, and maps showing the location (including latitude/longitude) of all monitoring stations as described in this Work Plan. .
- c. Detailed descriptions of site preparation, planting procedures, etc.

B. Initial Success Criteria Report

The Sponsor shall monitor the Bank in the spring (March 15-May 31) of its second growing season following initial planting of the Bank. The Sponsor will provide an Initial Success Criteria Report by July 31st of that year.

The Sponsor shall provide details in accordance with this Mitigation Work Plan, on any maintenance/management work conducted on the Bank after submission of the As-Built Report. The Sponsor shall provide a brief description of any anticipated maintenance/management work to be conducted prior to attainment of interim success criteria.

ATTACHMENT C: MITIGATION WORK PLAN
FOR BOTTOMLAND HARDWOOD HABITAT
ASH SLOUGH HEADWATERS MITIGATION BANK - ADDENDUM I

1. Vegetation

a. Permanent Circular Plot Data

The Sponsor shall provide plot data in tabular form on all planted seedlings falling within each permanent circular monitoring plot as described and as established in accordance with Section IX. of this Mitigation Work Plan. A description of the general condition of the seedlings, including the number and species of surviving seedlings in each monitoring station, the tag number and a discussion of likely causes of mortality for the non-survivors shall be provided. A number (by species) of exotic/invasive species, including, a description of the generalized degree of distribution and whether they are seed bearing trees or seedlings will also be provided.

b. Transect Data

The Sponsor shall provide data in tabular form for the total number of planted seedlings as described in IX.B of this Mitigation Work Plan. A description of the general condition of the seedlings and the discussion of likely causes of mortality, if appropriate shall also be provided. Exotic/invasive species should be noted along with information on the generalized amount of each and whether they are seed bearing trees or seedlings.

2. Hydrologic Data

The Sponsor shall provide a description of the condition of any applicable hydrology altering features (culverts, ditches, plugs, etc.) and a general discussion of hydrologic conditions at monitoring stations.

3. Photographs

The Sponsor must submit digital photographs in accordance with section IX.E. of this Mitigation Work Plan.

4. Qualitative Analysis

The Sponsor must provide a qualitative analysis of the site as described in IX.F. of this Mitigation Work Plan.

5. Funding

The Sponsor shall provide CEMVN with copies of the most recent financial account statements for both the financial assurance accounts and the Long-term Maintenance and Protection Fund. If any escrowed funds were used, the Sponsor will include a narrative describing that use, the justification for that use and supporting

ATTACHMENT C: MITIGATION WORK PLAN
FOR BOTTOMLAND HARDWOOD HABITAT
ASH SLOUGH HEADWATERS MITIGATION BANK - ADDENDUM I

documentation (e.g. receipts). The Sponsor shall also provide any justification for any requested release from financial assurance accounts.

C. Interim Success Criteria Report

The Sponsor shall monitor the Bank in the spring (March 15-May 31) of its third growing season following attainment of the one-year survivorship criteria for the Bank. The Sponsor will provide an Interim Success Criteria Report by July 31st of that year.

1. Vegetation

Note: For a given planting, a minimum of 250 seedlings/saplings per acre must be present at the end of the fourth year (i.e. Year 5) following successful attainment of the one-year survivorship criteria. Trees established through natural recruitment may be included in this tally; however, no less than 125 hard mast-producing seedlings per acre must be present. Surviving hard mast seedlings must be representative of the species composition and percentage identified in this Mitigation Work Plan. Exotic/invasive species may not be included in this tally.

a. Permanent Circular Plot Data

The Sponsor shall provide plot data in tabular form on all planted seedlings falling within each permanent circular monitoring plot as described and as established in accordance with Section IX. of this Mitigation Work Plan. A description of the general condition of the seedlings, including the number and species of surviving seedlings in each monitoring station, the tag number and a discussion of likely causes of mortality for the non-survivors shall be provided. A number (by species) of exotic/invasive species, including, a description of the generalized degree of distribution and whether they are seed bearing trees or seedlings will also be provided.

b. Transect Data

The Sponsor shall provide data in tabular form for the total number of planted seedlings as described in IX.B of this Mitigation Work Plan. A description of the general condition of the seedlings and the discussion of likely causes of mortality, if appropriate shall also be provided. Exotic/invasive species should be noted along with information on the generalized amount of each and whether they are seed bearing trees or seedlings.

2. Hydrologic Data

By Year 3, two years following attainment of the one-year survivorship criteria, the Sponsor **must provide a corps issued wetland determination to prove that site hydrology has been restored** such that the Property meets the wetland criterion as described in the 1987 Manual as well as the November 2010 Regional Supplement to

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FOR BOTTOMLAND HARDWOOD HABITAT
ASH SLOUGH HEADWATERS MITIGATION BANK - ADDENDUM I

the Corps of Engineers wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2. The Sponsor shall submit a wetland delineation report and a request for a jurisdictional determination to CEMVN.

3. Photographs

The Sponsor must submit digital photographs in accordance with section IX.E. of this Mitigation Work Plan.

4. Qualitative Analysis

The Sponsor must provide a qualitative analysis of the site as described in IX.F. of this Mitigation Work Plan. The Sponsor shall provide details on any maintenance/management work conduction on the Bank after submission of the Initial Success Criteria Report. The Sponsor shall provide a brief description of any anticipated maintenance/management work to be conducted prior to attainment of long-term success criteria. Note: By year 5, four years following successful attainment of the one-year survivorship criteria, the developing community must exhibit characteristics and diversity indicative of a viable native forested wetland community commensurate with stand age and site conditions; the Bank and the perimeter will be virtually free (approximately 5% or less on an acre-by-acre basis) of exotic/invasive vegetation.

5. Funding

The Sponsor shall provide CEMVN with copies of the most recent financial account statements for both the financial assurance accounts and the Long-term Maintenance and Protection Fund. If any escrowed funds were used, the Sponsor will include a narrative describing that use, the justification for that use and supporting documentation (e.g. receipts). The Sponsor shall also provide any justification for any requested release from financial assurance accounts.

D. Long Term Success Criteria Report

1. Vegetation

Note: For a given planting, a minimum of 250 seedlings/saplings per acre must be present at the end of the fourth year (i.e. Year 5) following successful attainment of the one-year survivorship criteria. Trees established through natural recruitment may be included in this tally; however, no less than 125 hard mast-producing seedlings per acre must be present. Surviving hard mast seedlings must be representative of the species composition and percentage identified in this Mitigation Work Plan. Exotic/invasive species may not be included in this tally.

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FOR BOTTOMLAND HARDWOOD HABITAT
ASH SLOUGH HEADWATERS MITIGATION BANK - ADDENDUM I

a. Permanent Circular Plot Data

The Sponsor shall provide plot data in tabular form on all planted seedlings falling within each permanent circular monitoring plot as described and as established in accordance with Section IX. of this Mitigation Work Plan. A description of the general condition of the seedlings, including the number and species of surviving seedlings in each monitoring station, the tag number and a discussion of likely causes of mortality for the non-survivors shall be provided. A number (by species) of exotic/invasive species, including, a description of the generalized degree of distribution and whether they are seed bearing trees or seedlings will also be provided.

b. Transect Data

The Sponsor shall provide data in tabular form for the total number of planted seedlings as described in IX.B of this Mitigation Work Plan. A description of the general condition of the seedlings and the discussion of likely causes of mortality, if appropriate shall also be provided. Exotic/invasive species should be noted along with information on the generalized amount of each and whether they are seed bearing trees or seedlings.

2. Hydrologic Data

Note: By Year 3, two years following attainment of the one-year survivorship criteria, the Sponsor **must provide a corps issued wetland determination to prove that site hydrology has been restored** such that the Property meets the wetland criterion as described in the 1987 Manual as well as the November 2010 Regional Supplement to the Corps of Engineers wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2. The Sponsor shall submit a wetland delineation report and a request for a jurisdictional determination to CEMVN.

Provide supporting documentation that the hydrology achieved at year three still exists on the site.

3. Photographs

The Sponsor must submit digital photographs in accordance with section IX.E. of this Mitigation Work Plan.

4. Qualitative Analysis

The Sponsor must provide a qualitative analysis of the site as described in IX.F. of this Mitigation Work Plan. The Sponsor shall provide details on any maintenance/management work conduction on the Bank after submission of the Initial Success Criteria Report. The Sponsor shall provide a brief description of any anticipated maintenance/management work to be conducted prior to attainment of long-

ATTACHMENT C: MITIGATION WORK PLAN
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term success criteria. Note: By year 5, four years following successful attainment of the one-year survivorship criteria, the developing community must exhibit characteristics and diversity indicative of a viable native forested wetland community commensurate with stand age and site conditions; the Bank and the perimeter will be virtually free (approximately 3% or less on an acre-by-acre basis) of exotic/invasive vegetation.

5. Funding

The Sponsor shall provide CEMVN with copies of the most recent financial account statements for both the financial assurance accounts and the Long-term Maintenance and Protection Fund. If any escrowed funds were used, the Sponsor will include a narrative describing that use, the justification for that use and supporting documentation (e.g. receipts). The Sponsor shall also provide any justification for any requested release from financial assurance accounts.

XI. Bank Credits

A. Credit Determination

See Attachment MWP-C.

B. Schedule of Credit Availability

Upon submittal of all appropriate documentation by the Sponsor, and subsequent approval by CEMVN in consultation with the IRT, CEMVN will release credits for use by the Sponsor according to the following schedule:

1. Twenty five percent (25%) of total anticipated project credits will be available for debiting upon confirmation that all items in Section XI. F (1-7) of the MBI have been completed.
2. An additional twenty percent (20%) of total anticipated credits will be available for debiting upon providing documentation that the vegetative plantings have been conducted and completion of the work necessary to restore site topography and wetland hydrology of the Bank as outlined in Section VI. of this Work Plan.
3. An additional five percent (5%) of the total anticipated credits would be released upon successfully completing the initial success criteria (Section VIII. A.)
4. An additional fifteen percent (15%) of the total anticipated credits would be released upon receipt of a revised CEMVN Jurisdictional Determination classifying the non-wetland pasture as jurisdictional wetlands.
5. An additional twenty five percent (25%) of the total anticipated credits would be released upon successfully completing the interim success criteria (Section VIII B.).

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6. The remaining ten percent (10%) of the total anticipated credits would be released once the long-term success criteria (Section VIII. C.) are met.

XII. Adaptive management plan

If seedling survival falls below the target survival criteria or if target species ratios are not met, the Sponsor shall address the causes of mortality before replacing all lost seedlings of the appropriate species during the following planting season. Replanting, monitoring and reporting, as previously described, shall occur as needed to achieve and document the required survival rate. No additional credits will be released until it is determined by CEMVN that seedling replanting has achieved the required survivorship success criteria.

If the survival criteria are not met after three attempts, CEMVN will convene a meeting of the IRT and the Sponsor to decide if replanting should continue. Should the IRT determine that achieving the required survival rate would not be likely, the IRT will reassess the Bank to determine whether its use should be discontinued or if a new management potential should be calculated incorporating the new conditions. If the IRT determines that the number of successful mitigation credits remaining in the Bank is exceeded by the number of mitigation credits sold to permittees, the Sponsor shall provide replacement mitigation within one year of this decision in an amount equivalent to the value represented by the credits sold within the unsuccessful areas.

XIII. Long Term Protection and Maintenance

To ensure long-term sustainability of the resource, the Sponsor shall burden the property with a perpetual conservation servitude as described in Section X of this MBI.

XIV. Funding

Section IX. A of this MBI provides specific details about the funding for the Construction and Establishment (C & E) Activities for the Bank.

A. Construction and Establishment (C&E) Funds

1. Estimate of C & E Funds Required

Initial construction and establishment costs and ongoing management funds required to manage and monitor the lands through the first 15 years are outlined in MWP Attachment C of this Mitigation Work Plan. These costs have been estimated by identifying costs (based upon third party rates and mitigation banking experience) associated with individual tasks necessary to construct, establish, maintain, manage, and monitor (see MWP Attachment C of this Mitigation Work Plan– Cost Structure for Ash Slough Headwaters Mitigation Bank Addendum I). These costs are then broken

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down by year in separate tables in MWP Attachment C for each of construction, establishment, and long-term maintenance/protection. Funding amounts have been adjusted for inflation every five years based on the Consumer Price Index. To fund this account, the Sponsor proposes to establish an escrow account for construction and a separate escrow account for establishment.

Financial assurances shall be reduced as success criteria are achieved. The value of the financial assurance to remain will be based on the work a third party may be required to perform to assure successful attainment of remaining milestones (i.e., funding for exotic control, replanting due to failure of plantings, etc.) should the Sponsor be in default.

The principal amount (\$19,600.28) of the Construction Fund will be phased out in a single transaction. Upon verification by the IRT that the construction work has been completed, the CEMVN, acting on behalf of the IRT, shall advise the provider of the financial assurance to release 100 percent (\$19,600.28) of the principal amount of the Construction Fund.

Copies of the annual status of the financial assurances will be provided to CEMVN upon request and/or in monitoring reports.

The financial assurances shall guarantee payment to a third party, as determined appropriate by the CEMVN in consultation with the IRT, in the event that the Sponsor does not fulfill its obligations to perform, as specified in this MBI.

Payment to Sponsor, or a third party as identified by CEMVN, of a specified amount of the financial assurances shall be made upon written notification by CEMVN to the financial institution.

2. C&E Funding Mechanism

To fund this account, the Sponsor proposes to fund a "Construction and Establishment Fund" escrow account. This account will be administered by a federally-insured depository that is "well-capitalized" or "adequately-capitalized" as defined in Section 38 of the Federal Deposit Insurance Act.

3. C & E Release Schedule

The Financial assurances shall be reduced as success criteria are achieved and the probability decreases that those funds would be needed according to the following schedule:

1. Upon verification that all hydrologic modifications, construction, and planting as describe in this Mitigation Work Plan (Attachment C of the MBI) have been completed to the satisfaction of CEMVN, in consultation with the IRT, CEMVN shall advise the

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Sponsor and the financial institution that the C & E financial assurance may be reduced to \$25,060.13.

2. Upon verification by CEMVN, in consultation with the IRT, that the initial success criteria have been attained for all tracts to the satisfaction of CEMVN, in consultation with the IRT, CEMVN shall advise the Sponsor and the financial institution that the C & E financial that assurance may be reduced to \$22,848.65.

3. Upon verification by CEMVN, in consultation with the IRT, that the interim success criteria have been attained for all tracts to the satisfaction of CEMVN, in consultation with the IRT, CEMVN shall advise the Sponsor and the financial institution that the C&E financial assurance may be reduced to \$12,121.48.

4. Upon verification by CEMVN, in consultation with the IRT, that the long-term success criteria have been attained for all tracts to the satisfaction of CEMVN, in consultation with the IRT, CEMVN shall notify the Sponsor and the financial institution that the remaining C&E financial assurance may be released to the Sponsor.

B. Long Term Maintenance/Management Funds

1. Long-term Management Needs

Long-term management for the property will be implemented after all success criteria have been met and the restoration areas have developed into a viable BLH habitat. Long-term management will consist of:

- Boundary maintenance (signage, fencing, and gates),
- Vandalism monitoring, and
- Invasive species spot treatments.

These tasks and estimated property taxes will be funded through the long-term maintenance and protection fund.

2. Annual Cost Estimates for Long-Term Needs

The cost of long-term management is \$25,754.53 from year 16 to year 50. This amounts to \$72,119.07 when adjusted for inflation every five years. Attachment B contains a description of the necessary work and an itemization of costs to perform the work for long term management and protection of the Bank.

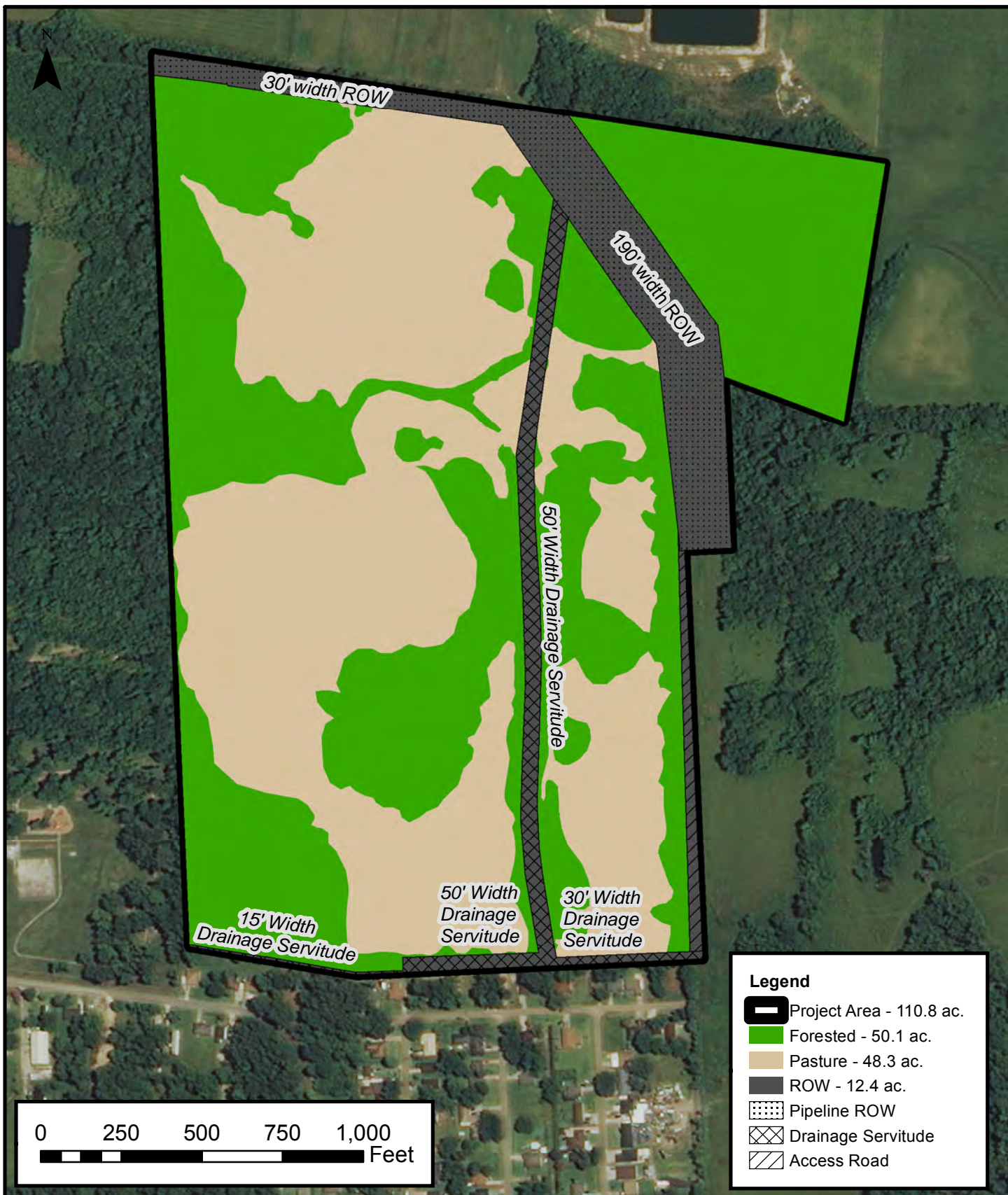
3. Long-Term Maintenance and Protection Funding Mechanism

To ensure that sufficient funds are available to provide for the perpetual maintenance and protection of the Bank, the Sponsor is establishing the "Long-Term Maintenance and Protection" escrow account. This account will be administered by a federally-insured

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depository that is “well capitalized” or “adequately capitalized” as defined in Section 38 of the Federal Deposit Insurance Act. The account will be incrementally funded by deposit a minimum of \$2,000.00 into the account per credit /acre sold at the time of credit sale. The deposit value per credit/acre must reflect, at a minimum, the total fund value divided by no more than 90% of anticipated credits. Once the account is fully funded (\$50,000.00), no incremental fund per credit sale is required. The account shall be fully funded by the time 70% of the total number of credits are sold or upon successful achievement of the Long-term Success Criteria, whichever occurs first. If the Long-term Success Criteria are met prior to fully funding the escrow account then the Sponsor must deposit into the escrow account the difference between the amount determined to be full funding and the account balance. Documentation that the account is fully funded is a prerequisite for release of the remaining credits following attainment of the Long-term Success Criteria as identified in this Mitigation Work Plan. Accrued interest in excess of the value of the fully funded account may only be used for the administration, operation, maintenance and/or other purposed that directly benefit the Bank. The principal shall not be used and shall remain as part of the Bank’s assets to ensure that sufficient funds are available should perpetual maintenance responsibilities be assumed by a third party. The Sponsor or Long-term Steward may withdraw the accumulated interest only with written approval from CEMVN and only to be used to maintain the Bank. The Sponsor shall provide copies of depository account statements to CEMVN upon request and in their monitoring reports.

Attachment MWP A – Maps



Existing Conditions

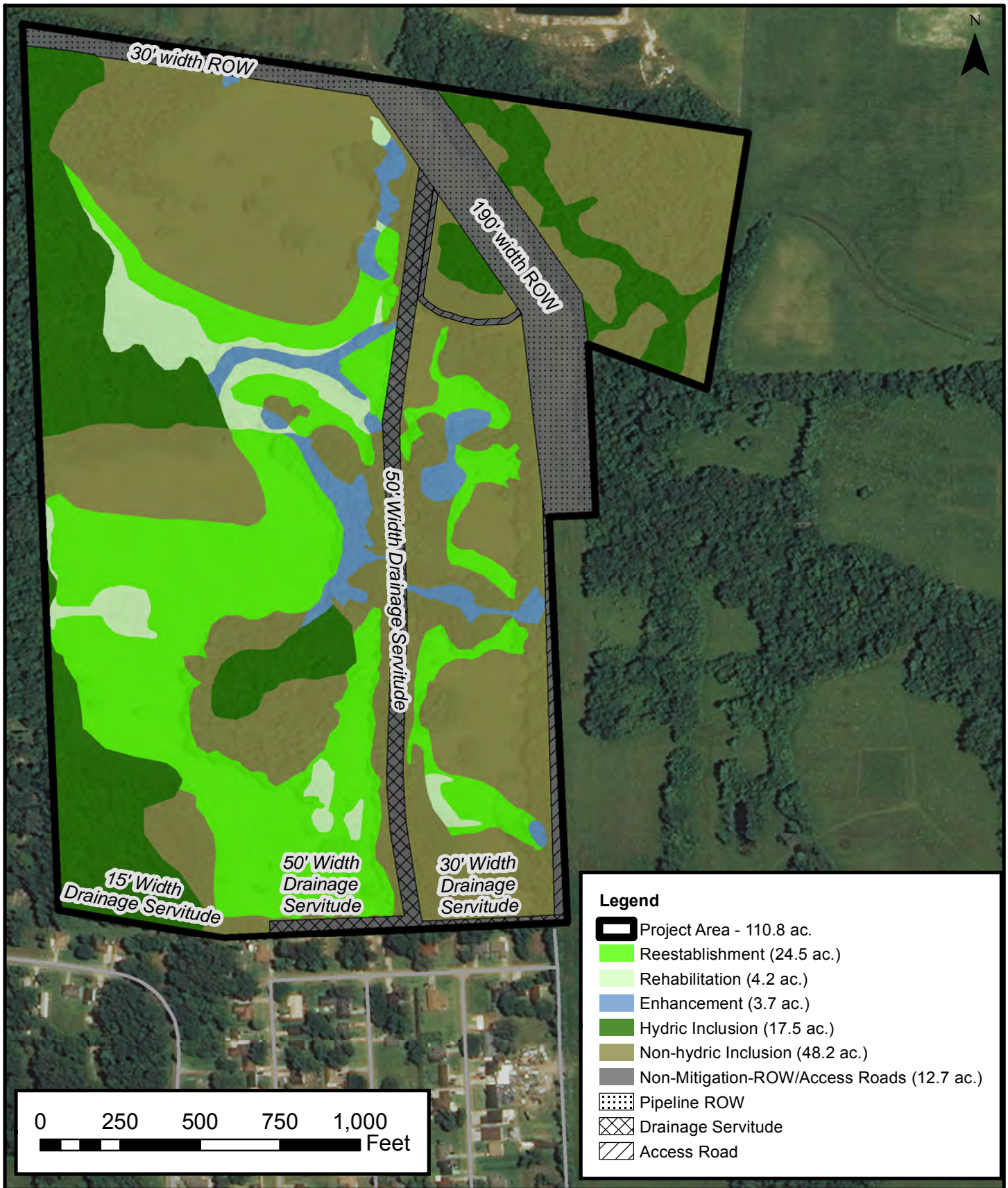
Ash Slough Headwaters Mitigation Bank - Addendum I
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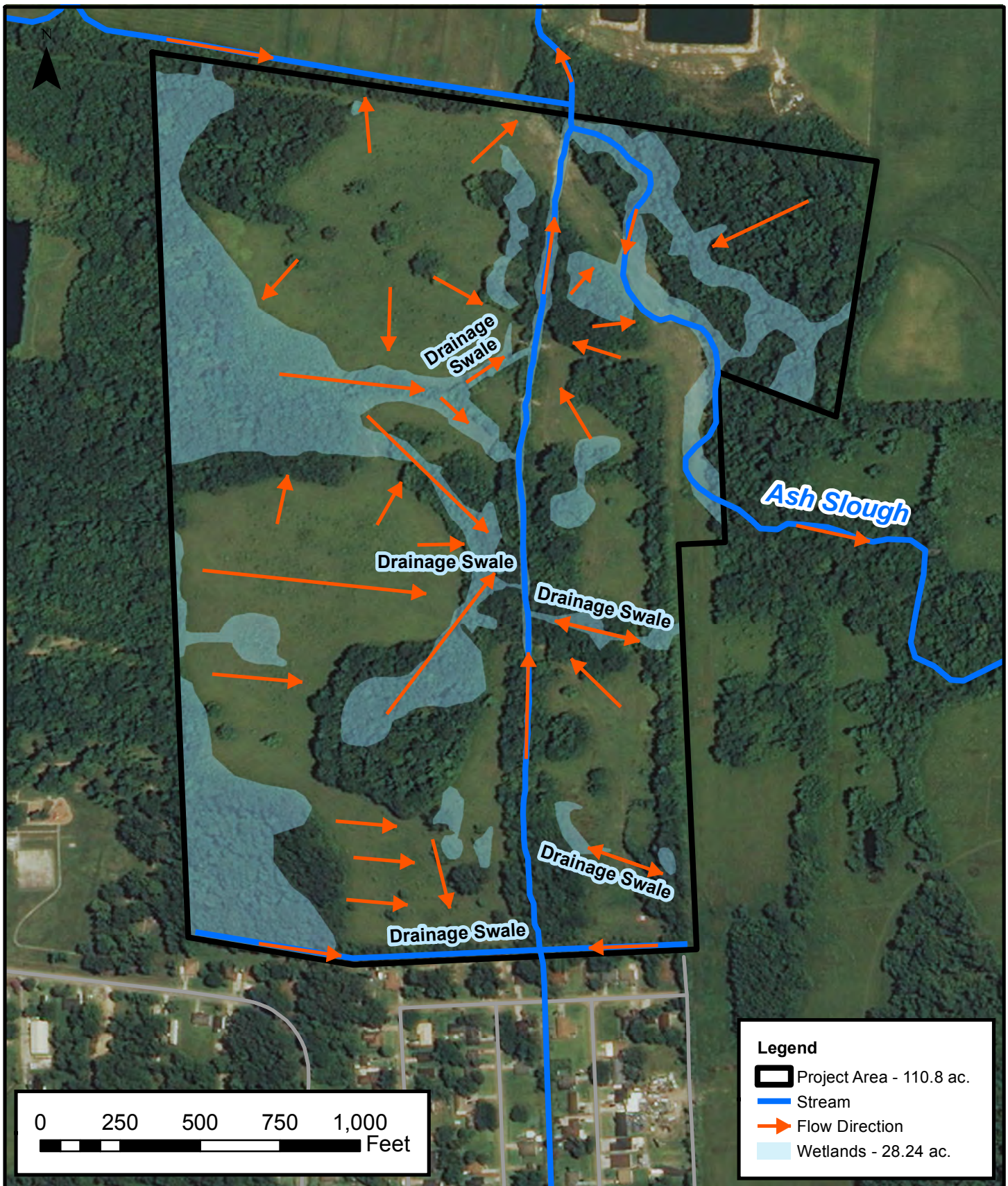


Figure: C1

Date: May 2016

Scale: 1:5,000





Existing Drainage

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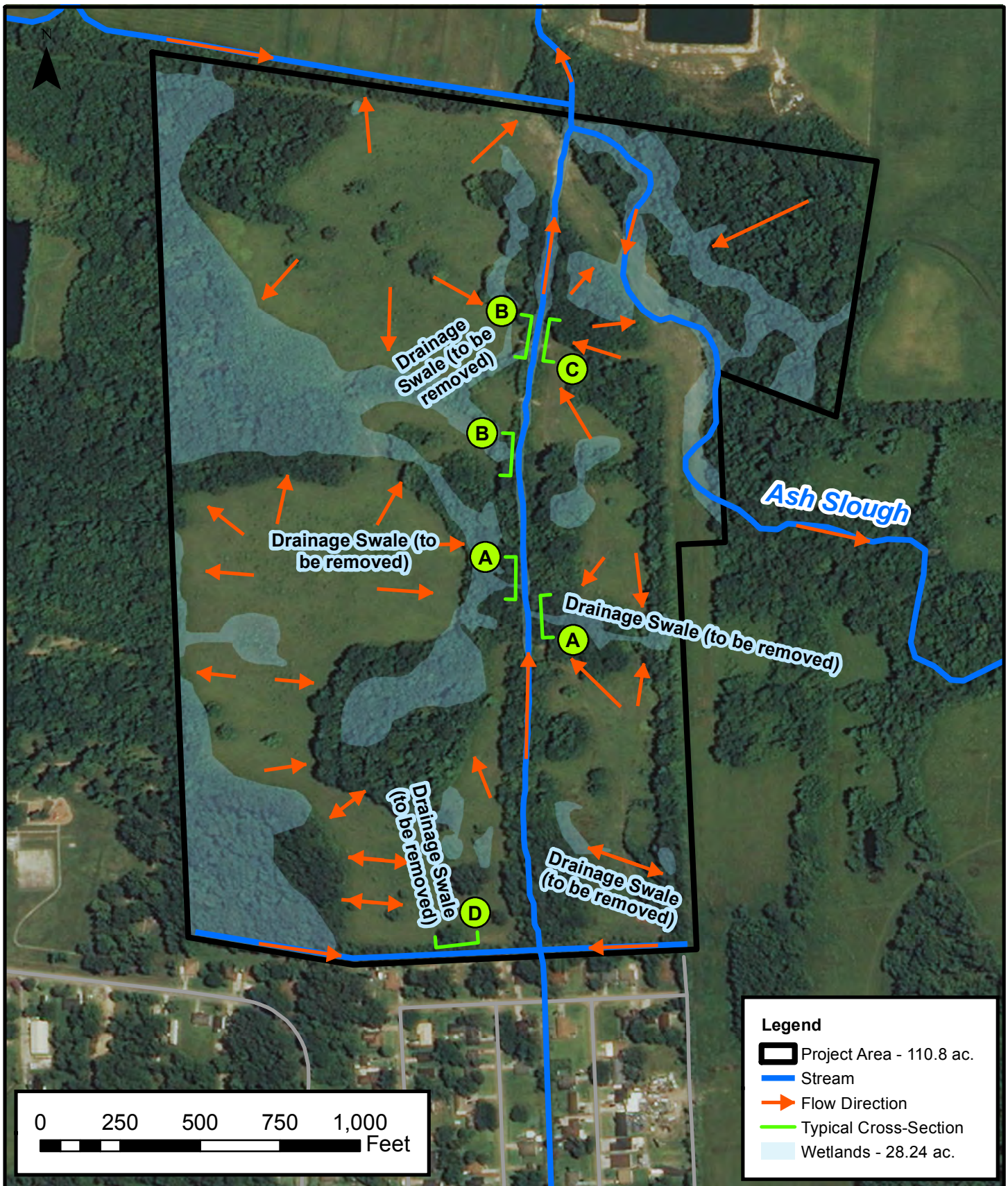


Figure: C3

Date: May 2016

Scale: 1:5,000

Source:



Proposed Drainage

Ash Slough Headwaters Mitigation Bank - Addendum I
East Baton Rouge



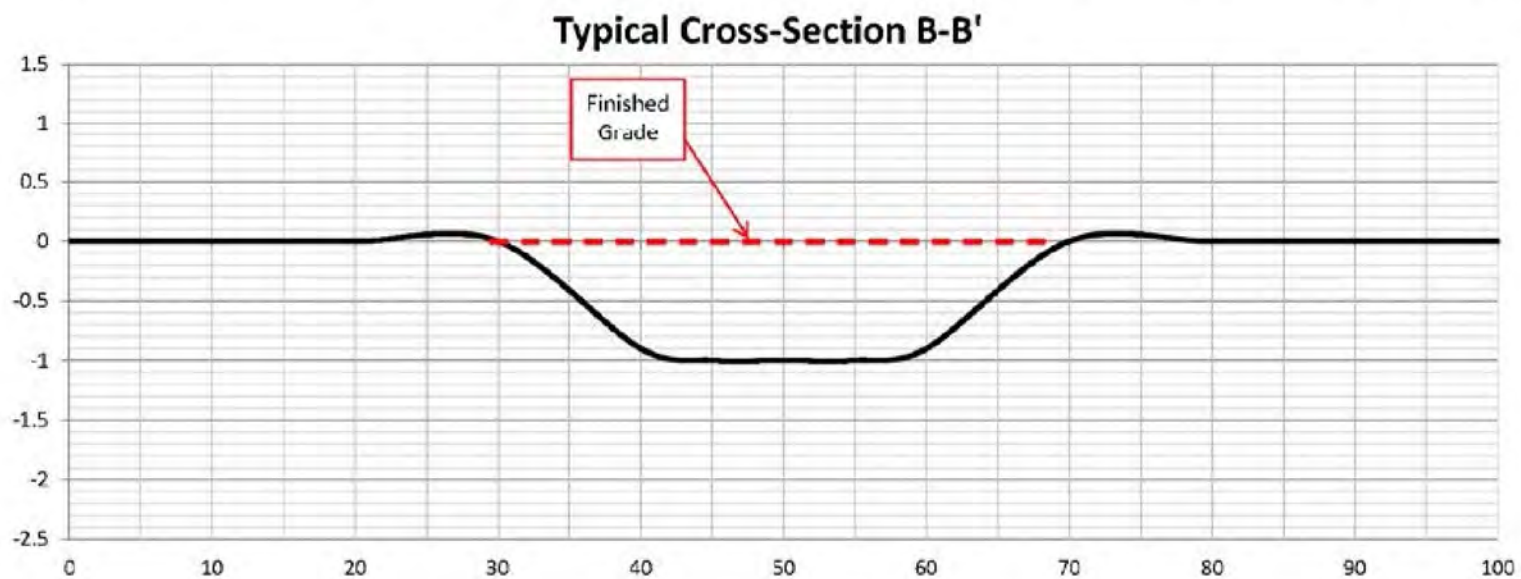
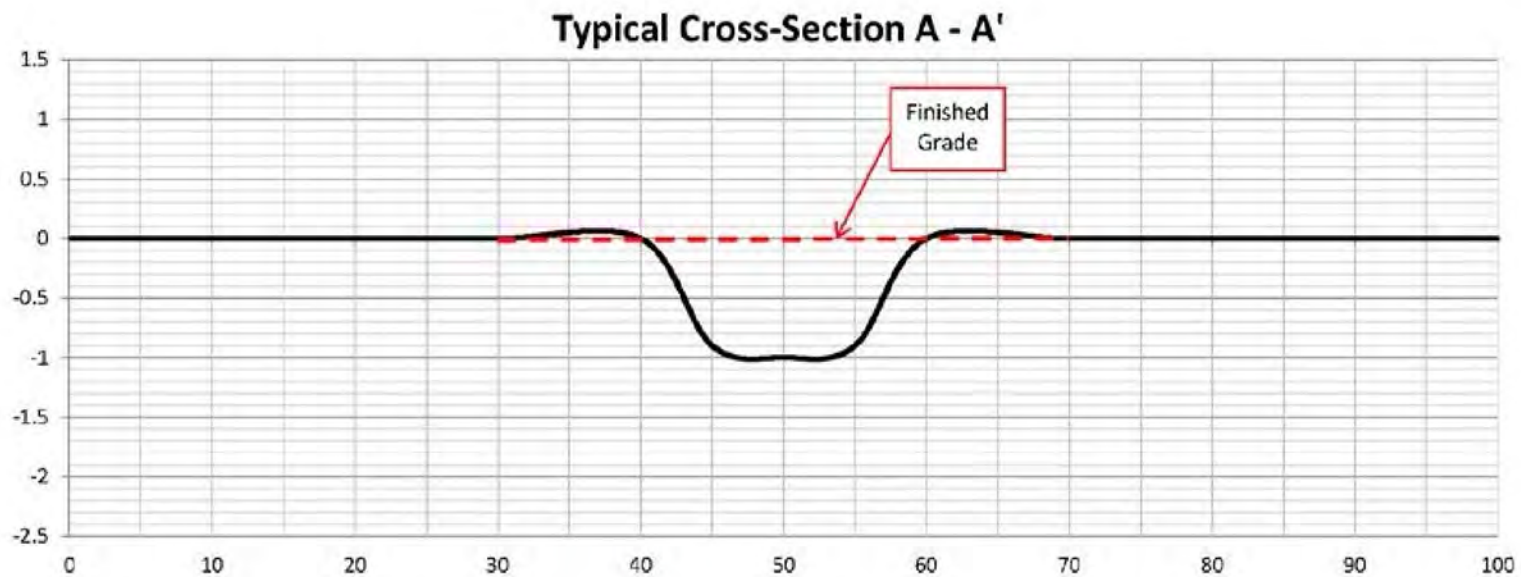
Figure: C4

Date: May 2016

Scale: 1:5,000

Source:

ALL DIMENSIONS SHOWN ARE IN UNITS OF FEET
(FOR BOTH ELEVATION & CROSS-SECTION WIDTH).



CROSS-SECTIONS A-A' & B-B'

Ash Slough Headwaters Mitigation Bank - Addendum I
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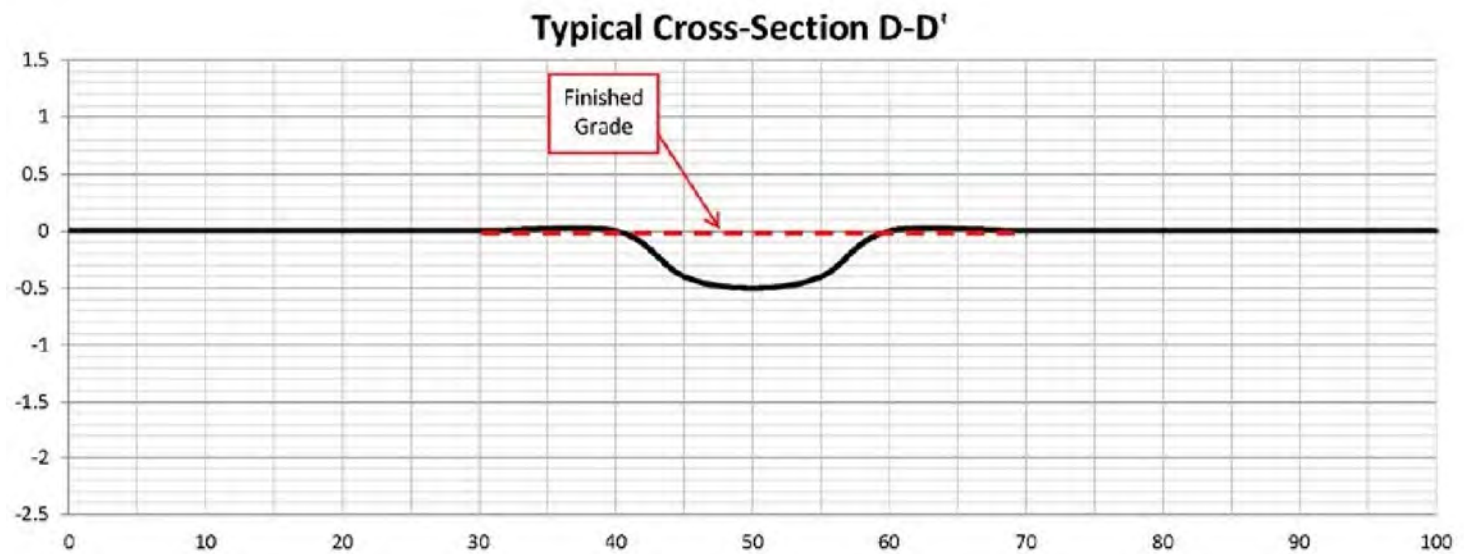
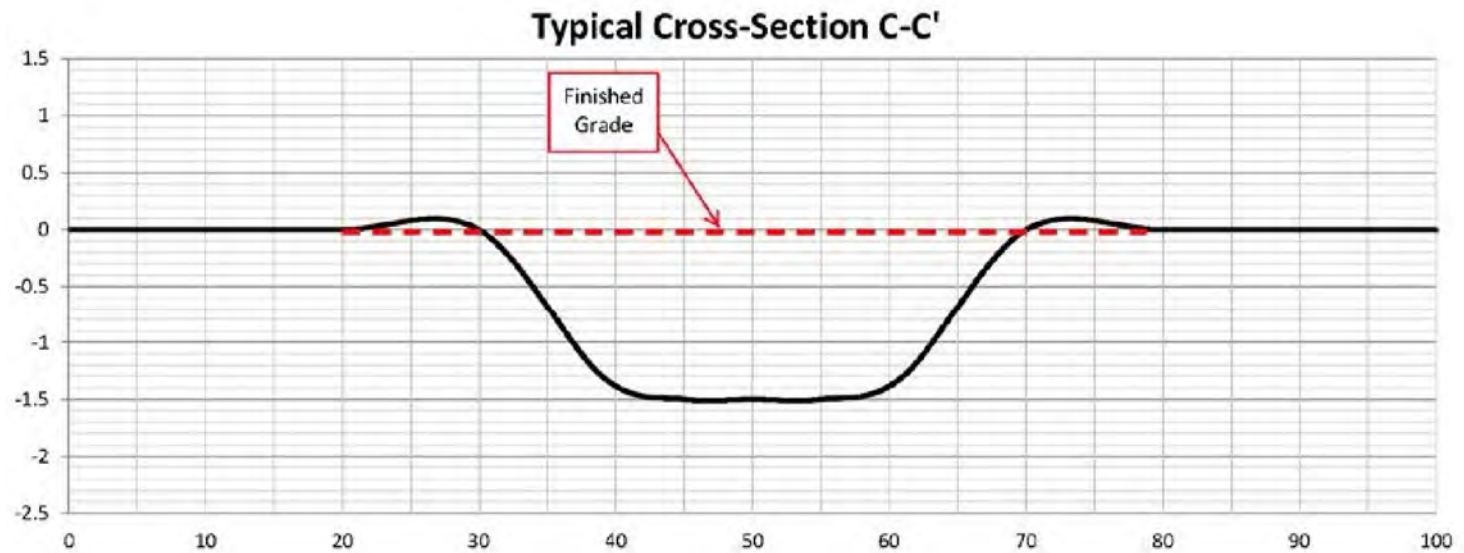


Figure: C4a

Date: February 2016

Scale: N/A

ALL DIMENSIONS SHOWN ARE IN UNITS OF FEET
(FOR BOTH ELEVATION & CROSS-SECTION WIDTH).



CROSS-SECTIONS C-C' & D-D'

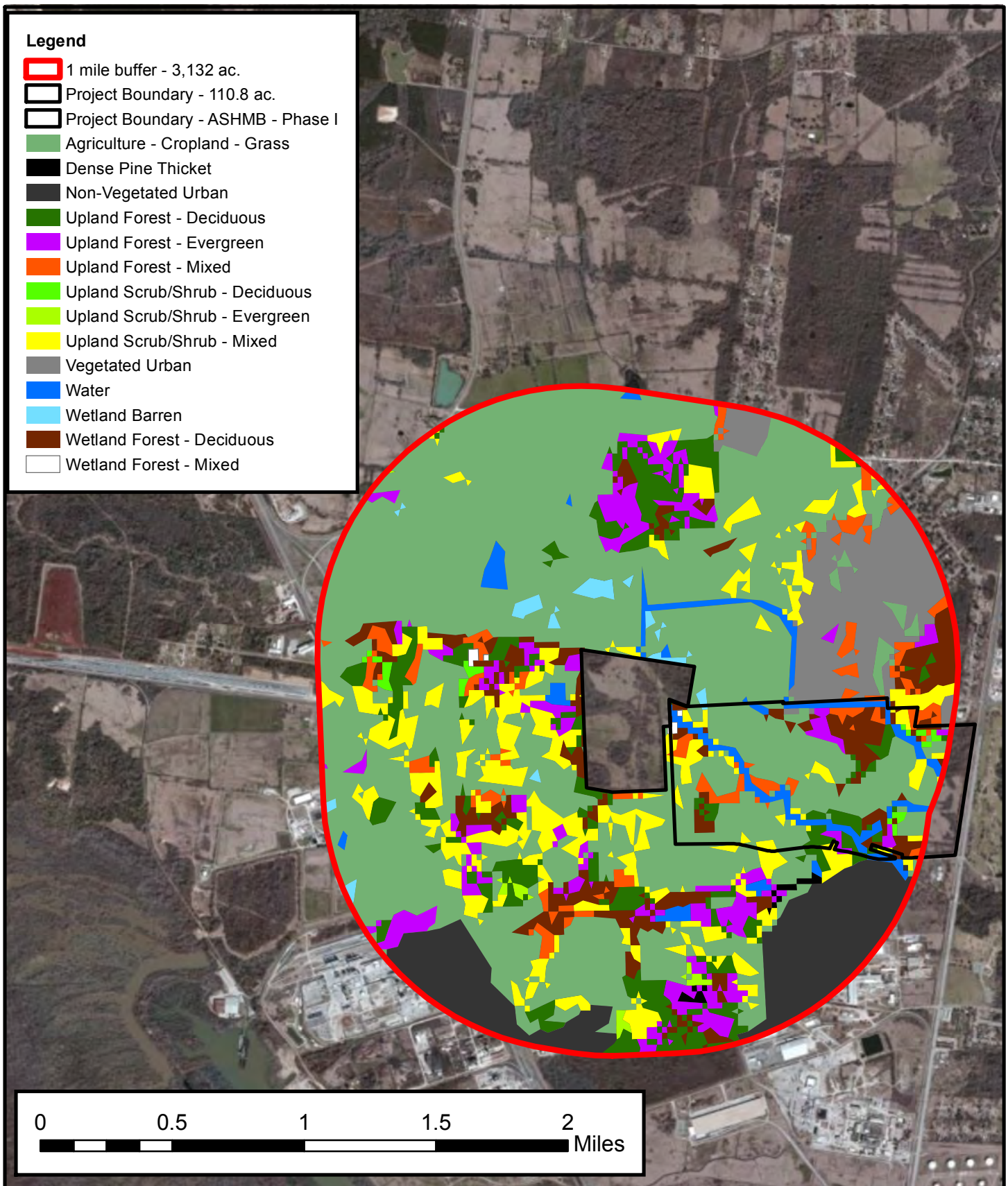
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Figure: C4b

Date: February 2016

Scale: N/A



Landuse / Land Cover within One Mile Buffer

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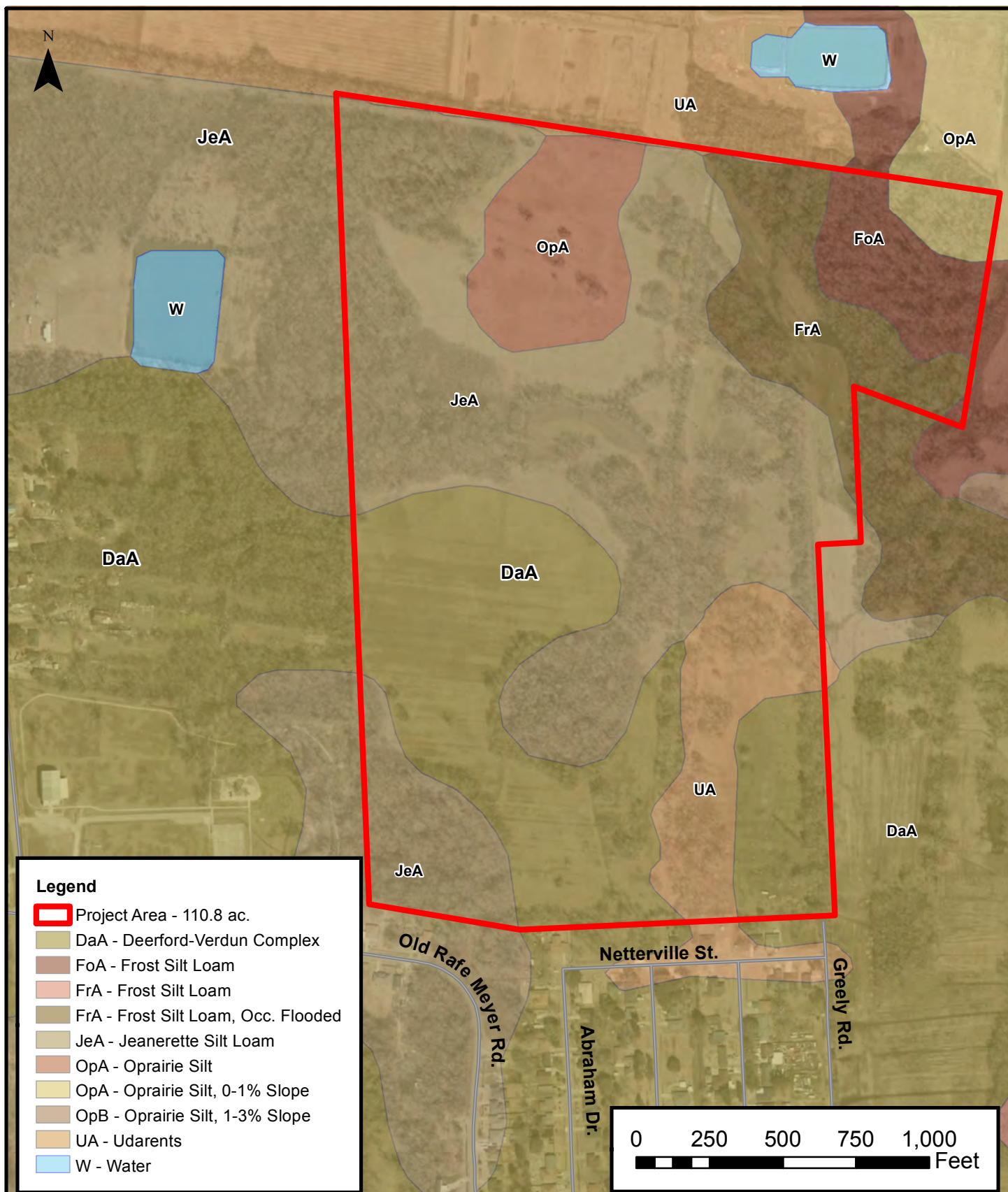


Figure: C5

Date: May 2016

Scale: 1:32,000

Source:



NRCS Soils Map

Ash Slough Headwaters Mitigation Bank - Addendum I
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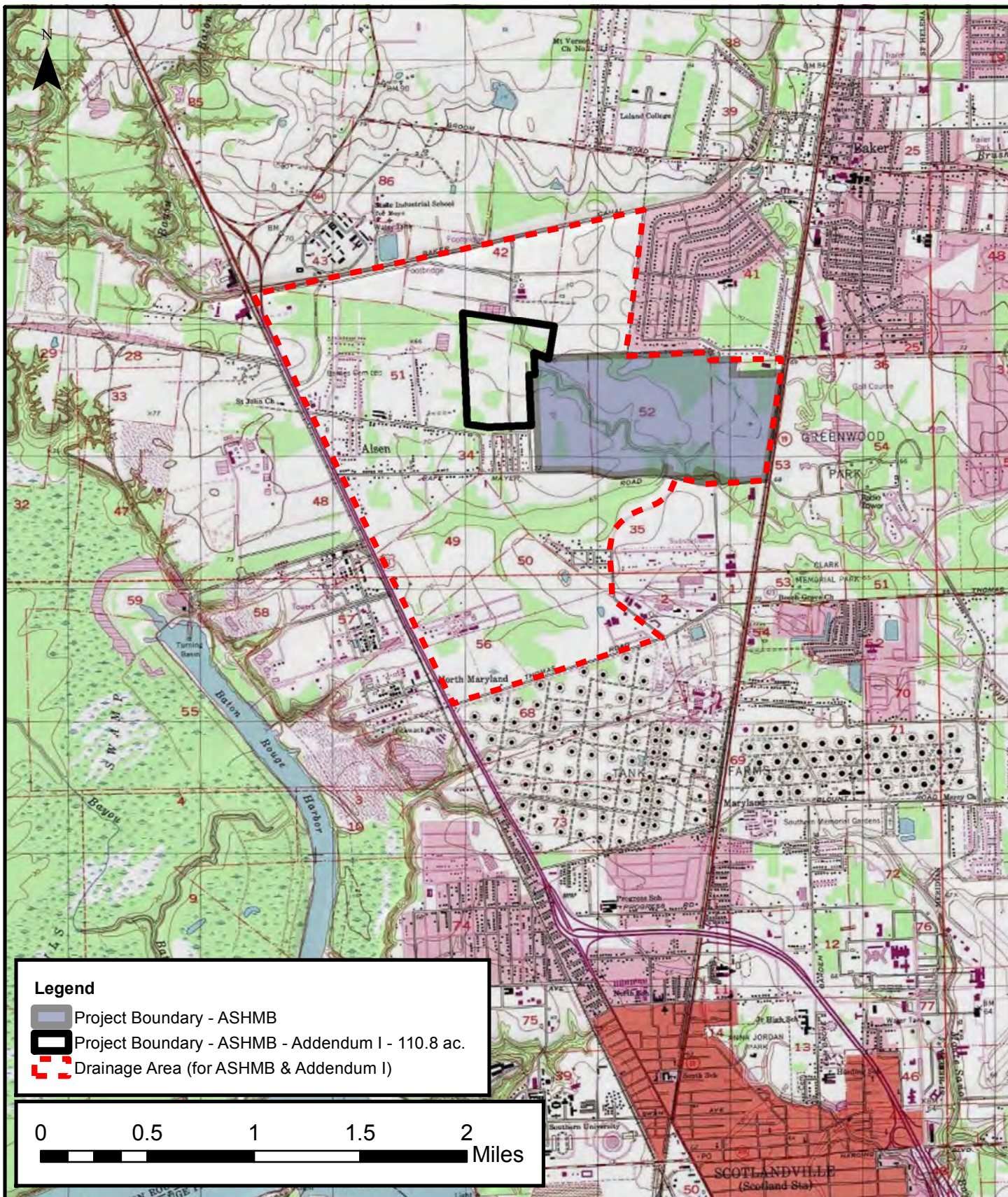


Figure: C6

Date: May 2016

Scale: 1:5,500

Source:



Drainage Area

Ash Slough Headwaters Mitigation Bank - Addendum I
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Figure: C7

Date: May 2016

Scale: 1:40,000

Source:

Attachment MWP B – Cost Analysis

Financial Assurance for Ash Slough Headwaters Mitigation Bank Addendum I	
Site Acreage (Conservation Servitude)	110.8
Planted Acreage	32.4
Seedlings (Total)	17431.2
Perimeter Boundary Miles	1.85
Hydrology Work (Days)	7.00

Construction Item Cost	Unit	Unit Cost	Total Cost
Soil Preparation	Acre	\$25.00	\$ 810.00
Seedlings and Labor	Tree	\$0.65	\$ 11,330.28
Broadcast Spraying	Acre	\$25.00	\$ 810.00
Hydrology Restoration	Day	\$950.00	\$ 6,650.00
Total			\$ 19,600.28

Establishment Item Cost	Unit	Unit Cost	Total Cost*
Taxes (Annually 15 years)	Yearly for 16 years	\$650.74	\$ 10,411.80
Invasive Species Control (Spot Treatment)	Acre	\$25.00	\$ 810.00
Mobilization	Yearly for 15 years	\$100.00	\$ 1,500.00
Monitoring (Initial Success/Vegetation)	Acre	\$25.00	\$ 810.00
Monitoring (Interim Success/Vegetation)	Acre	\$25.00	\$ 810.00
Monitoring (Interim Success/Hydrology)	Plot	\$1,000.00	\$ 6,000.00
Long-term Monitoring (10 years)	Yearly for 10 years (years 5-15)	\$100.00	\$ 1,000.00
Boundary Maintenance (15 years)	Mile	\$225.00	\$ 416.25
Total			\$ 21,758.05

Long-Term Fund Annual Costs Years 16-50		Unit Cost	Total Cost
Taxes (Annually)	Acre	\$5.25	\$ 650.74
Invasive Species Control (Spot Treatment) at 1%	Acre	\$25.00	\$ 8.10
Mobilization	Yearly		**
Account Maintenance and Misc			**
10-Year Boundary Maintenance (Annualized)	Mile	\$416.25	\$ 77.01
Total			\$ 735.84

* Cost does not reflect inflationary adjustment

** Cost of Mobilization and Account Maintenance cover by ASHMB

Financial Assurance (Construction Fund) Year 0			
Item	Total Cost at Year 0	5-Year Inflationary Adjustment	Percent of Cost
		3.2%	
YEAR 0			
Soil Preperation	\$ 810.00	\$ 810.00	4%
Planting (Seedlings and Labor)	\$ 11,330.28	\$ 11,330.28	58%
Broadcast Spraying	\$ 810.00	\$ 810.00	4%
Hydrology Restoration	\$ 6,650.00	\$ 6,650.00	34%
Total	\$ 19,600.28	\$ 19,600.28	100%
Total Per Acre	\$ 604.95	\$ 604.95	

Financial Assurance (Establishment Fund) Year 0 to Year 15			
Item	Total Cost at Year 0	5-Year Inflationary Adjustment	Percent of Cost
		3.2%	
YEAR 0			
Taxes	\$ 650.74	\$ 650.74	2.6%
YEAR 1			
Monitoring (Initial Success/Vegetation)	\$ 810.00	\$ 810.00	3.2%
Mobilization	\$ 100.00	\$ 100.00	0.4%
Taxes	\$ 650.74	\$ 650.74	2.6%
TOTAL - INITIAL SUCCESS CRITERIA¹	\$ 2,211.48	\$ 2,211.48	8.4%
YEAR 2			
Broadcast Spraying (50%)	\$ 405.00	\$ 405.00	1.6%
Mobilization	\$ 100.00	\$ 100.00	0.4%
Taxes	\$ 650.74	\$ 650.74	2.6%
YEAR 3			
Monitoring (Interim Success/Hydrology)	\$ 6,000.00	\$ 6,000.00	23.9%
Mobilization	\$ 100.00	\$ 100.00	0.4%
Taxes	\$ 650.74	\$ 650.74	2.6%
YEAR 4			
Broadcast Spraying (30%)	\$ 243.00	\$ 243.00	1.0%
Mobilization	\$ 100.00	\$ 100.00	0.4%
Taxes	\$ 650.74	\$ 650.74	2.6%
YEAR 5			
Monitoring (Interim Success/Vegetation)	\$ 810.00	\$ 948.16	3.8%
Mobilization	\$ 100.00	\$ 117.06	0.5%
Taxes	\$ 650.74	\$ 761.74	3.0%
TOTAL - INTERIM SUCCESS CRITERIA²	\$ 10,460.95	\$ 10,727.17	41.1%
YEAR 6			
Invasive Species Control (5%)	\$ 40.50	\$ 47.41	0.2%
Mobilization	\$ 100.00	\$ 117.06	0.5%
Taxes	\$ 650.74	\$ 761.74	3.0%
YEAR 7			
Invasive Species Control (5%)	\$ 40.50	\$ 47.41	0.2%
Mobilization	\$ 100.00	\$ 117.06	0.5%
Taxes	\$ 650.74	\$ 761.74	3.0%
YEAR 8			
Invasive Species Control (2%)	\$ 16.20	\$ 18.96	0.1%
Mobilization	\$ 100.00	\$ 117.06	0.5%
Taxes	\$ 650.74	\$ 761.74	3.0%
YEAR 9			
Invasive Species Control (2%)	\$ 16.20	\$ 18.96	0.1%
Mobilization	\$ 100.00	\$ 117.06	0.5%
Taxes	\$ 650.74	\$ 761.74	3.0%
YEAR 10			
Invasive Species Control (1%)	\$ 8.10	\$ 11.10	0.0%
Mobilization	\$ 100.00	\$ 137.02	0.5%
Long-term Monitoring	\$ 500.00	\$ 685.12	2.7%
Taxes	\$ 650.74	\$ 891.67	3.6%
Boundary Maintenance	\$ 416.25	\$ 570.36	2.3%

Financial Assurance (Establishment Fund) Year 0 to Year 15			
Item	Total Cost at Year 0	5-Year Inflationary Adjustment	Percent of Cost
		3.2%	
YEAR 11			
Invasive Species Control (1%)	\$ 8.10	\$ 11.10	0.0%
Mobilization	\$ 100.00	\$ 137.02	0.5%
Taxes	\$ 650.74	\$ 891.67	3.6%
YEAR 12			
Invasive Species Control (1%)	\$ 8.10	\$ 11.10	0.0%
Mobilization	\$ 100.00	\$ 137.02	0.5%
Taxes	\$ 650.74	\$ 891.67	3.6%
YEAR 13			
Invasive Species Control (1%)	\$ 8.10	\$ 11.10	0.0%
Mobilization	\$ 100.00	\$ 137.02	0.5%
Taxes	\$ 650.74	\$ 891.67	3.6%
YEAR 14			
Invasive Species Control (1%)	\$ 8.10	\$ 11.10	0.0%
Mobilization	\$ 100.00	\$ 137.02	0.5%
Taxes	\$ 650.74	\$ 891.67	3.6%
YEAR 15			
Invasive Species Control (1%)	\$ 8.10	\$ 12.99	0.1%
Mobilization	\$ 100.00	\$ 160.40	0.6%
Long-term Monitoring	\$ 500.00	\$ 801.98	3.2%
Taxes	\$ 650.74	\$ 1,043.76	4.2%
TOTAL - YEAR 15 (CANOPY COVER≥80%)³	\$ 9,085.63	\$ 12,121.48	47.8%
Total	\$ 21,758.05	\$ 25,060.13	99.4%
Total Per Acre	\$ 184.32	\$ 212.29	

¹The total shown for "Initial Success Criteria" includes costs estimated to occur during Year 0 - Year 1.

²The total shown for "Interim Success Criteria" includes costs estimated to occur during Year 2 - Year 5.

³The total shown for "Year 15 (Canopy Cover≥80%)" includes costs estimated to occur during Year 6 - Year 15.

Long-Term Maintenance and Protection Fund anticipated to Year 16 to Year 50 for Ash Slough Headwaters Mitigation Bank Addendum I						
			Inflation Rate	Total	Per Acre*	Return
			3.20%	\$ 50,000.00	\$ 1,543.21	4.20%
Time (Year)	Item	Total Cost at Year 0	5-Year Inflationary Adjustment	Escrow Account Activity	Investment Acc't Balance	Investment Earning
15		\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -
16	Annual Cost 16-50	\$ 735.84	\$ 1,218.04	\$ (1,218.04)	\$ 50,881.96	\$ 2,100.00
17	Annual Cost 16-50	\$ 735.84	\$ 1,218.04	\$ (1,218.04)	\$ 51,800.97	\$ 2,137.04
18	Annual Cost 16-50	\$ 735.84	\$ 1,218.04	\$ (1,218.04)	\$ 52,758.57	\$ 2,175.64
19	Annual Cost 16-50	\$ 735.84	\$ 1,218.04	\$ (1,218.04)	\$ 53,756.39	\$ 2,215.86
20	Annual Cost 16-50	\$ 735.84	\$ 1,381.59	\$ (1,381.59)	\$ 54,632.57	\$ 2,257.77
21	Annual Cost 16-50	\$ 735.84	\$ 1,381.59	\$ (1,381.59)	\$ 55,545.55	\$ 2,294.57
22	Annual Cost 16-50	\$ 735.84	\$ 1,381.59	\$ (1,381.59)	\$ 56,496.87	\$ 2,332.91
23	Annual Cost 16-50	\$ 735.84	\$ 1,381.59	\$ (1,381.59)	\$ 57,488.14	\$ 2,372.87
24	Annual Cost 16-50	\$ 735.84	\$ 1,381.59	\$ (1,381.59)	\$ 58,521.06	\$ 2,414.50
25	Annual Cost 16-50	\$ 735.84	\$ 1,617.25	\$ (1,617.25)	\$ 59,361.69	\$ 2,457.88
26	Annual Cost 16-50	\$ 735.84	\$ 1,617.25	\$ (1,617.25)	\$ 60,237.62	\$ 2,493.19
27	Annual Cost 16-50	\$ 735.84	\$ 1,617.25	\$ (1,617.25)	\$ 61,150.35	\$ 2,529.98
28	Annual Cost 16-50	\$ 735.84	\$ 1,617.25	\$ (1,617.25)	\$ 62,101.41	\$ 2,568.31
29	Annual Cost 16-50	\$ 735.84	\$ 1,617.25	\$ (1,617.25)	\$ 63,092.42	\$ 2,608.26
30	Annual Cost 16-50	\$ 735.84	\$ 1,893.11	\$ (1,893.11)	\$ 63,849.19	\$ 2,649.88
31	Annual Cost 16-50	\$ 735.84	\$ 1,893.11	\$ (1,893.11)	\$ 64,637.74	\$ 2,681.67
32	Annual Cost 16-50	\$ 735.84	\$ 1,893.11	\$ (1,893.11)	\$ 65,459.41	\$ 2,714.79
33	Annual Cost 16-50	\$ 735.84	\$ 1,893.11	\$ (1,893.11)	\$ 66,315.59	\$ 2,749.30
34	Annual Cost 16-50	\$ 735.84	\$ 1,893.11	\$ (1,893.11)	\$ 67,207.74	\$ 2,785.25
35	Annual Cost 16-50	\$ 735.84	\$ 2,216.03	\$ (2,216.03)	\$ 67,814.44	\$ 2,822.72
36	Annual Cost 16-50	\$ 735.84	\$ 2,216.03	\$ (2,216.03)	\$ 68,446.61	\$ 2,848.21
37	Annual Cost 16-50	\$ 735.84	\$ 2,216.03	\$ (2,216.03)	\$ 69,105.35	\$ 2,874.76
38	Annual Cost 16-50	\$ 735.84	\$ 2,216.03	\$ (2,216.03)	\$ 69,791.74	\$ 2,902.42
39	Annual Cost 16-50	\$ 735.84	\$ 2,216.03	\$ (2,216.03)	\$ 70,506.97	\$ 2,931.25
40	Annual Cost 16-50	\$ 735.84	\$ 2,594.02	\$ (2,594.02)	\$ 70,874.24	\$ 2,961.29
41	Annual Cost 16-50	\$ 735.84	\$ 2,594.02	\$ (2,594.02)	\$ 71,256.94	\$ 2,976.72
42	Annual Cost 16-50	\$ 735.84	\$ 2,594.02	\$ (2,594.02)	\$ 71,655.71	\$ 2,992.79
43	Annual Cost 16-50	\$ 735.84	\$ 2,594.02	\$ (2,594.02)	\$ 72,071.23	\$ 3,009.54
44	Annual Cost 16-50	\$ 735.84	\$ 2,594.02	\$ (2,594.02)	\$ 72,504.20	\$ 3,026.99
45	Annual Cost 16-50	\$ 735.84	\$ 3,036.49	\$ (3,036.49)	\$ 72,512.88	\$ 3,045.18
46	Annual Cost 16-50	\$ 735.84	\$ 3,036.49	\$ (3,036.49)	\$ 72,521.93	\$ 3,045.54
47	Annual Cost 16-50	\$ 735.84	\$ 3,036.49	\$ (3,036.49)	\$ 72,531.36	\$ 3,045.92
48	Annual Cost 16-50	\$ 735.84	\$ 3,036.49	\$ (3,036.49)	\$ 72,541.19	\$ 3,046.32
49	Annual Cost 16-50	\$ 735.84	\$ 3,036.49	\$ (3,036.49)	\$ 72,551.43	\$ 3,046.73
50	Annual Cost 16-50	\$ 735.84	\$ 3,554.43	\$ (3,554.43)	\$ 72,044.16	\$ 3,047.16
		\$ 25,754.53	\$ 72,119.07			

* Per the provisions outlined in Section X.C of the Mitigation Work Plan.

Attachment MWP C – Credit Assessment

Louisiana Wetland Rapid Assessment Method (LRAM)

CEMVN Acct #	2014-00771	Bank Name
Acres Mitigation	49.9	Ash Slough Headwaters Addendum I
Watershed Basin	Mississippi	

Mitigation Factors		Area 1	Area 2	Area 3	Area 4	Area 5	Area 6	Area 7	Area 8
	Mitigation Type	Re-Est	Rehab	Enhanc	Preser	Pick Here	Pick Here	Pick Here	Pick Here
		6.0	5.0	3.0	0.4	0.0	0.0	0.0	0.0
	Management	None	None	None	Pick Here	Pick Here	Pick Here	Pick Here	Pick Here
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Negative Influences	High	High	High	Pick Here	Pick Here	Pick Here	Pick Here	Pick Here
		-1.0	-1.0	-1.0	0.0	0.0	0.0	0.0	0.0
	Size	>500	>500	>500	Pick Here	Pick Here	Pick Here	Pick Here	Pick Here
		0.5	0.5	0.5	0.0	0.0	0.0	0.0	0.0
	Buffer / Upland	Restored	Restored	Restored	Pick Here	Pick Here	Pick Here	Pick Here	Pick Here
		0.5	0.5	0.5	0.0	0.0	0.0	0.0	0.0
	Sum:	6.0	5.0	3.0	0.4	0.0	0.0	0.0	0.0
	Area:	24.5	4.2	3.7	17.5				
	Sum x Area Affected:	147.0	21.0	11.1	7.0	0.0	0.0	0.0	0.0

Σ Mitigation: 186.1

Mitigation Potential: 3.7

COMMENTS

Mitigation Type	BLH re-est, rehab and enhancment
Management	None
Negative Influences	ROW and residential development
Size	as is an addendum to the original ASH SLOUGH so total =382.5 + 124=506 acres
Buffer/Upland	48.2 acres of restored buffer/inclusions

Ash Slough Headwaters Mitigation Bank Addendum I
Mitigation Banking Instrument

Attachment D-Acceptance Letter

US Army Corps of Engineers
Regulatory Branch
PO Box 60267
New Orleans, LA 70160
ATTN: *{CORPS PROJECT MANAGER}*

Gentlemen:

Ash Slough Headwaters Mitigation Bank has made arrangements with *{PERMITTEE'S NAME}* to purchase *{NUMBER OF ACRES OR CREDITS} {ACRES OR CREDITS}* of Bottomland Hardwood for unavoidable impacts associated with work authorized by the Department of the Army permit number *{MVN-XXXX-XXXXX-XX}*. The Ash Slough Headwaters Mitigation Bank assumes the responsibility for the permittee's compensatory mitigation requirements (i.e., to implement, assure performance, and provide long-term management of the compensatory mitigation project) in accordance with provisions of the Mitigation Banking Instrument governing this bank.

Sincerely

{NAME}
{TITLE}