



DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P. O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

January 20, 2014

REPLY TO
ATTENTION OF:

Operations Division
Regulatory Branch
Project Manager
Stephen D. Pfeffer
(504) 862-2227

SUBJECT: MVN-2008-03779-MS

PUBLIC NOTICE

Interested parties are hereby notified that an application has been received by the District engineer for a Department of the Army permit to authorize the following pursuant to () Section 10 of the Rivers and Harbors Act of March 3, 1899 (30 Stat. 1151; 33 USC 403); and/or (X) Section 404 of the Clean Water Act (86 Stat. 816; 33 USC 1344).

PROPOSED ADDENDUM I TO THE PETIT BOIS MITIGATION BANK IN CAMERON PARISH

NAME OF APPLICANT: Third Louisiana Resource, LLC, c/o Resource Environmental Solutions, LLC, 412 North Fourth Street, Suite 300, Baton Rouge, Louisiana 70802.

LOCATION OF WORK: The project area is located within the Lower Calcasieu Watershed, United States Geological Survey (USGS) Cataloging Unit 08080206, in Cameron Parish, Louisiana, approximately 1 mile east of LA Highway 385 (Gulf Highway). Specifically, the project area is located in Sections 4 and 9, Township 12 South, Range 8 West, at latitude 30° 02' 30.46" North, longitude 93° 11' 13.96" West.

CHARACTER OF WORK: The Sponsor proposes the cumulative re-establishment and rehabilitation of 337.4 acres of bottomland hardwood wetlands. The mitigation plan includes hydrologic restoration, site preparation, and a detailed planting scheme. Specific details of the proposed mitigation plan are attached for review.

The comment period will close **30 days** from the date of this public notice advertisement. Written comments, including suggestions for modifications or objections to the proposed work, stating reasons therefore, are being solicited from anyone having interest in this permit request. Letters must reference the applicant's name and the subject number, be addressed and mailed to the above address, ATTENTION: REGULATORY BRANCH.

The decision whether to issue a permit will be based on an evaluation of the probable impact including cumulative impacts of the proposed activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefit that reasonably may be expected to accrue from the proposal must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the proposal will be considered including the cumulative effects thereof; among those are conservation, economics, aesthetics, general environmental concerns, wetlands, historic properties, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production, mineral needs, consideration of property ownership and, in general, the needs and welfare of the people.

The Corps of Engineers is soliciting comments from the public; federal, state, and local agencies and officials; Indian Tribes; and other interested parties in order to consider and evaluate the impacts of this proposed activity. Any comments received will be considered by the Corps of Engineers to determine whether to issue, modify, condition or deny a permit for this proposal. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and the other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment and/or Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the proposed activity.

No properties listed in the National Register of Historic Places are near the proposed work. The possibility exists that the proposed work may damage or destroy presently unknown archeological, scientific, pre-historical or historical sites or data. Copies of this notice are being sent to the State Archeologist and the State Historic Preservation Officer.

Our initial finding is that the proposed work would neither affect any species listed as endangered by the U.S. Department of Interior nor affect any habitat designated as critical to the survival and recovery of any endangered species.

This notice initiates the Essential Fish Habitat (EFH) consultation requirements of the Magnus-Stevens Fishery Conservation and Management Act. The applicant's proposal would result in the alteration of 0 acres of EFH utilized by various life stages of red drum and penaeid shrimp. Our initial determination is that the proposed action would not have a substantial adverse impact on EFH or federally managed fisheries in the Gulf of Mexico. Our final determination relative to project impacts and the need for mitigation measures is subject to review by and coordination with the National Marine Fisheries Service.

If the proposed work involves deposits of dredged or fill material into navigable waters, the evaluation of the probable impacts will include the application of guidelines established by the Administrator of the Environmental Protection Agency and

certification that the proposed activity will not violate applicable water quality standards will be required from the Louisiana Department of Environmental Quality, Office of Water Resources, before a permit is issued.

Any person may request, in writing, within the comment period specified in this notice, that a public hearing be held to consider this application. Requests for public hearings shall state, with particularity, the reasons for holding a public hearing.

You are requested to communicate the information contained in this notice to any other parties whom you deem likely to have interest in the matter.

Martin S. Mayer
Chief, Regulatory Branch



Petit Bois Wetland Mitigation Bank Addendum I

Mitigation Plan

A Part of

Petit Bois Wetland Mitigation Bank

Sponsored By:

Third Louisiana Resource, LLC
c/o Resource Environmental Solutions, LLC
412 N. 4th Street, Suite 300
Baton Rouge, Louisiana 70802

Submitted: December 13, 2013

Petit Bois Wetland Mitigation Bank Addendum I

Cameron Parish, Louisiana

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Petit Bois Wetland Mitigation Bank Addendum I Cameron Parish, Louisiana Mitigation Plan

I Introduction

This Mitigation Plan, dated and effective upon execution by the U.S. Army Corps of Engineers New Orleans District (CEMVN) and the Louisiana Department of Natural Resources Office of Coastal Management (OCM) and consistent with state and federal authorities (Appendix A), is an agreement made and entered into by Third Louisiana Resource, LLC (referred to hereinafter as Sponsor or TLR) and the Interagency Review Team (IRT) composed of CEMVN, the U.S. Environmental Protection Agency (EPA), the U.S. Fish and Wildlife Service (FWS), and the Louisiana Department of Wildlife and Fisheries (LDWF).

The purpose of this Mitigation Plan is to establish guidelines and responsibilities for the establishment, use, operation, protection, monitoring and maintenance of the Petit Bois Wetlands Mitigation Bank Addendum I (referred to hereinafter as Bank or Addendum I Site). This document is submitted as an addendum to the approved Mitigation Banking Instrument (MBI) for the Petit Bois Mitigation Bank (PBMB) which was signed on September 29, 2009 and established the cumulative re-establishment, rehabilitation, and enhancement of 515.4 acres of bottomland hardwood.

In accordance with the MBI and the parameters outlined in this Mitigation Plan, the Sponsor will initiate this Addendum I to the PBMB. Addendum I will include the cumulative re-establishment and rehabilitation of 337.4 acres of bottomland hardwood to the north of the original PBMB. Unless specified in this document, the provisions of the MBI apply to this Addendum I Site.

II Location

A. Site Location

The Addendum I Site is located within the Lower Calcasieu Watershed, United States Geological Survey (USGS) Cataloging Unit 08080206 (Figure 3), in Cameron Parish, Louisiana, approximately 1 mile east of LA Highway 385 (Gulf Highway). Specifically, the site is located in Sections 4 and 9, Township 12 South, Range 8 West, at latitude 30° 02' 30.46" North, longitude 93° 11' 13.96" West (Figures 1 and 2). The Addendum I Site is also entirely located within the Louisiana Coastal Zone, as is the original Petit Bois Mitigation Bank.

The total Addendum I site, including non-mitigation acreage, covers 361.1 acres. The Addendum I Site lands subject to Conservation Servitude will encompass approximately 337.4 acres. The Addendum I Site lands are owned in fee title by Eighth Louisiana Resource, LLC, which is a wholly owned subsidiary of Resource Environmental Solutions, LLC. There is an unnamed Parish drainage canal, currently under drainage servitude, that runs north to south through the eastern portion of the project area. Stipulations of the servitude are

detailed in Section III A. There are no additional recorded liens, encumbrances, easements, servitudes, or restrictions that have been identified on the portion of the property proposed for restoration. Further, the Addendum I Site lands will not be identified as collateral in other business transactions.

Approximately 23.7 acres, classified as non-mitigation, and not included in the conservation servitude, are composed of an existing perimeter access road and parish drainage canal. These features will continue to be maintained and will not contribute to the crediting total for the Addendum I site.

B. Legal Description

The legal description for the Addendum I Site is attached as Appendix F.

III Site-Specific Goals and Objectives

A. Baseline Conditions

1. Historical and Existing Land Uses

The Addendum I Site consists of former cattle pastureland as well as agricultural fields historically farmed for rice production as evidenced by the remaining rice field levees and irrigation canals as well as historical aerial photographs (Figures 11-14).

The portion of the Addendum I Site proposed for restoration is currently composed primarily of 248.5 +/- acres of non-wet open cattle pasture with intermittent and perimeter ditching, 87.4 acres of existing scrub/shrub wetlands dominated by Chinese Tallow (*Triadica sebifera*) and Wax Myrtle (*Morella cerifera*), 1.0 acre of ditch spoil bank, and 0.5 acre of existing pond. (Table 1). All of this acreage will be protected by the Conservation Servitude. Existing site conditions are shown on Figure 4.

The property also includes 23.7 non-mitigation acres consisting of a pipeline ROW and parish drainage canal and its associated spoil banks, which will not be included in the Addendum I Site Conservation Servitude. The surrounding land use is primarily rural with a mixture of agricultural use, scrub-shrub wetland, and the combination of bottomland hardwood and cypress/tupelo gum swamp within the adjacent and contiguous PBMB.

Table 1: Existing Conditions and Mitigation Habitats

Present Habitat Type	Proposed Habitat Type	Mitigation Type	Acreage
Wet Forest Scrub Shrub	Bottomland Hardwood	Rehabilitation	87.4
Non-Wet Pasture	Bottomland Hardwood	Re-establishment	248.5
Ditch Spoil Bank	Bottomland Hardwood	Re-establishment	1.0
Pond	Bottomland Hardwood	Re-establishment	0.5
Pipeline ROW, Parish Drainage Canal	---	Non-Mitigation	23.7
Total Area to be Restored			337.4
Total Bank Acreage			361.1

2. Existing Plant Communities

The vegetation growing within the Addendum I Site consists of a variety of herbaceous early-successional and invasive species typically found in overgrown cattle pasture areas. The dominant vegetation within the wetland areas includes Chinese tallow (*Triadica sebifera*), Wax Myrtle (*Morella cerifera*), sugarberry (*Celtis laevigata*), slash pine (*Pinus ellioti*), bahiagrass (*Paspalum notatum*), bermudagrass (*Cynodon dactylon*), sump weed (*Iva annua*), common needle rush (*Juncus effuses*), sedges (*Carex spp.*), broadleaf carpetgrass (*Axonopus compressus*), Brazilian vervain (*Verbena brasiliensis*), dotted smartweed (*Polygonum punctatum*), and broomsedge bluestem (*Adropogon virginicus*).

The dominant vegetation within the non-wetland areas include the aforementioned species as well as yaupon (*Ilex vomitoria*), Chinese privet (*Ligustrum sinense*), dog fennel (*Eupatorium capillifolium*), hogwort (*Croton capitatus*), and dew berry (*Rubus spp.*).

3. Soils

The Addendum I Site is underlain by Mowata-Vidrine silt loams (Mt) and Leton silt loam (Lt) (Figure 7). Mowata-Vidrine silt loam and Leton silt loams are listed by the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) as hydric soils (NRCS 2008).¹ During the field investigation and baseline assessment in September 2012, all soils within the Addendum I Site being proposed for restoration contained hydric indicators identified in the Field Indicators of Hydric Soils (NRCS 2002)². A brief description of each soil type is included below:

- A. Mt: Mowata-Vidrine silt loam (Mt). Approximately 89 percent (321.6 acres) of the entire Addendum I Site is underlain by this soil type. This soil type consists of moderately well drained and somewhat poorly drained, slowly permeable soils, with a slope typically ranging 0 to 3 percent.

¹ Natural Resources Conservation Service (2008) *National Hydric Soils List by State* [website]. U.S. Department of Agriculture, Natural Resources Conservation Service, *Soil Survey Staff*. Accessed June 17, 2008. Available URL:<http://websoilsurvey.nrcs.usda.gov/app/>

² Natural Resources Conservation Service (2002) *Field Indicators of Hydric Soils in the United States, A Guide for Identifying and Delineating Hydric Soils, Version 5.0*. G.W. Hurt, Whited, P.M., and Pringle, F.F. (eds.). U.S. Department of Agriculture, Natural Resources Conservation Service, Fort Worth, Texas.

- B.** Lt: Leton silt loam (Lt). Approximately 11 percent (39.5 acres) of the entire Addendum I Site is underlain by this soil type. This soil type is level and very poorly drained with a rare occurrence of flooding.

4. Existing Hydrology

The on-site surface hydrology has been altered through the creation of interior and perimeter drainage ditches, which limit the surface flow across the property (Figure 6). Since the implementation of these site alterations, the entire site has experienced a decrease in duration of water inundation and soil saturation. As a result, areas that were historically wetlands currently lack the hydrology and hydrophytic vegetation of productive wetlands. A parish drainage canal runs north to south through the open pasture area of the site, accepting surface flow through a series of a dozen culverts and further decreasing the degree of inundation and saturation on the Addendum I Site.

There is an unnamed parish drainage canal which runs north to south through the open pasture area of the site and eventually into South Fork Black Bayou. A 4-5 foot-tall spoil bank runs adjacent to the canal along its eastern bank, for the entire reach of the canal. A 2-3 foot-tall intermittent spoil bank/berm runs along the western bank of the canal, existing in small portions at the northern extremity of the project area and becoming more predominant on the southern half of the project area. A total of 8 culverts exist along the drainage canal and will be removed/plugged as part of the hydrologic improvements shown on Figure 9.

The presence of the spoil bank and canal is independent of the existing site hydrology and is not anticipated to adversely affect proposed site hydrology restoration efforts discussed herein. Cameron Parish maintains the unnamed drainage canal infrequently, through dredging. Water remains in the canal throughout much of the year. Only during abnormally high rainfall events will water overtop the existing spoil banks or backflow onto the site via the existing culverts. The drainage canal is currently under drainage servitude and the Sponsor proposes no hydrology restoration work within this servitude. The existing drainage servitude does not contain depth of channel restrictions; however, it is stated that dredge spoil deposition is limited to 20 feet alongside the channel. To ensure that any future dredging, maintenance, or spoil deposition of this canal within the confines of the drainage servitude will not have an adverse effect on the site restoration plan, the Sponsor has proposed to exclude from the restoration plan a 100 foot wide buffer – 50 feet on each side of the canal centerline.

B. Existing Site Wetland Status

Two jurisdictional determinations were prepared by Dr. Rosie Schwamenfeld, CEMVN, on February 6, 2013 (open pasture area, MVN-2012-02370-SR) and March 26, 2013 (invasive dominated wetlands, MVN-2012-02519-SR). The determinations concluded that a cumulative 91.5 acres of Section 404 wetlands are present on the Petit Bois Addendum I Site. Both preliminary jurisdictional determinations are included as Appendix B.

C. Wetland Functions to be Enhanced/Restored

The goal of the Addendum I site is the cumulative re-establishment and rehabilitation of 337.4 acres of bottomland hardwood forest in accordance with this IRT approved mitigation plan (Figure 8).

According to the 1993 Nonpoint Source (NPS) Assessment Report, portions of the Calcasieu Drainage Basin were only partially meeting their designated uses. Water quality issues included excess nutrients, organic enrichment, suspended solids, pathogen indicators, and low dissolved oxygen concentrations. The suspected sources of these water quality problems included irrigated crop production, abundant pasturelands, surface runoff, channelization, and dredging.

Added functions to the Calcasieu Drainage Basin from the Addendum I site include the restoration of historical wetland functions and values associated with bottomland hardwood forests such as surface water retention, nutrient cycling, aquatic productivity, and plant and wildlife habitat.

The Addendum I Site will further the goals of the Calcasieu River Basin Watershed Protection Program by reducing nonpoint source pollution through the reduction of nutrients and suspended solids from surface water runoff. In the future, as more areas within the watershed are developed for agricultural, industrial, commercial, and residential uses (all of which are prevalent within the watershed), the Addendum I Site will provide an increasingly greater functional value through the reduction of flooding and nonpoint source pollution within the Calcasieu Drainage Basin.

IV Mitigation Plan

A. Habitat to be Restored

The Sponsor will restore and maintain forested wetland habitat in compliance with the provisions of this Mitigation Plan. The restoration and maintenance of forested wetland habitat on the Addendum I Site will require that the Sponsor plant those areas previously cleared for agricultural purposes, which remain open and clear. Additionally, in invasive dominated areas composed primarily of Chinese Tallow, the non-native vegetation will be removed and the areas replanted to restore appropriate native habitat. The existing conditions and proposed restoration efforts on the Addendum I site are similar to those of the original PBMB. Reforestation efforts will utilize one to two-year old seedlings representative of a species assemblage historically common to the river bottoms and riparian areas of the Gulf Coastal Prairie region.

B. Habitat Restoration Procedures

Restoration on the Addendum I Site will include 250.0 acres of bottomland hardwood re-establishment and 87.4 acres of bottomland hardwood rehabilitation.

The bottomland hardwood re-establishment and rehabilitation activities in the open pasture area will be accomplished by preparing the site as needed (tilling, mowing, etc.) and by hand planting an appropriate hard-mast and soft-mast species mixture indicative of bottomland hardwood the non-growing season (i.e., December - March).

The bottomland hardwood re-establishment and rehabilitation activities in the invasive dominated area will be accomplished by removing the existing invasive species through mechanical clearing and herbicide application and by hand planting an appropriate hard-mast and soft-mast species mixture indicative of bottomland hardwood ecosystems during the non-growing season (i.e. December - March). Invasive and undesirable species control will be conducted throughout the entire Addendum I Site over the life of the Bank.

Soil preparation activities across the entire Addendum I Site will include disking and deep-ripping to alleviate compaction and allow proper saturation in advance of planting operations.

The Sponsor does not anticipate degrees of soil settlement requiring planting deferment, and the site will be prepared in such a manner that soil disturbance will be avoided/minimized to the maximum extent practicable. Site preparation has been designed such that favorable conditions for planting will be established and maintained throughout the preparation activities. The appropriate site preparation activities will be documented with digital photographs and provided to the IRT members during times in which these activities take place.

The following species list shall be followed according to the specified percentages when planting the Bank.

Table 2: Proposed Plant Species

Bottomland Hardwood Plantings				
Common Name	Scientific Name	Percent Composition	Mast	Mast Ratio
Nuttall Oak	<i>Quercus nuttalli</i>	20 %	Hard	60 %
Willow Oak	<i>Quercus phellos</i>	20 %	Hard	
Water Oak	<i>Quercus nigra</i>	10 %	Hard	
Bitter Pecan	<i>Carya x lecontei</i>	5 %	Hard	
Overcup Oak	<i>Quercus lyrata</i>	5 %	Hard	
Green Ash	<i>Fraxinus pennsylvanica</i>	5 %	Soft	40 %
Drummond Red Maple	<i>Acer rubrum var. drummondii</i>	5 %	Soft	
Sweetgum	<i>Liquidambar styraciflua</i>	5 %	Soft	
Common Persimmon	<i>Diospyros virginiana</i>	5 %	Soft	
Sugarberry	<i>Celtis laevigata</i>	5%	Soft	
American Elm	<i>Ulmus Americana</i>	5%	Soft	
Baldcypress	<i>Taxodium distichum</i>	5%	Soft	
Mayhaw	<i>Crataegus opaca</i>	5%	Soft	

Planting procedures will adhere to the following specifications:

1. One to two-year old bare-root seedlings obtained from a registered licensed regional nursery grower and of a regional eco-type species properly stored and handled to ensure viability will be planted in the prepared tract during the period December 15 through March 15 (planting season). If seedlings listed are not available, then substitutions may be made as approved by the IRT. The Sponsor will mix bottomland hardwood species in such a manner that will ensure adequate species diversity and ensure that monotypic tree rows will not be established;
2. Seedlings will be planted on a 9'x9' spacing to achieve an initial stand density of 538 seedlings per acre;
3. Species selected for planting will be planted in a random mixture as dictated by terrain and edaphic conditions. Single species plantings will be avoided;
4. The planted site(s) 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 or other plant competition; and
5. Sponsor will use all prudent efforts (physical, chemical, or mechanical) to remove and control Chinese tallow tree and any other existing noxious/exotic vegetation from the Bank lands to the nearest seed sources for colonization by these species. The Bank will be monitored to prevent re-infestation by noxious/exotic vegetation. Noxious/exotic vegetation stem density should be controlled to five percent or less of the total stem density on a basis.

C. Hydrologic Restoration

Perimeter ditching surrounds nearly the entirety of the Addendum I Site, and interior ditching running north to south completely bifurcates the site, separating the open pasture area from the invasive-dominated area. Furthermore, interior ditching within the open pasture area running east to west segments the southeast portion of the project area from the northeast portion of the project area and adjacent pasture land to the north of the Addendum I site (see Figure 9). The spoil banks adjacent to these ditches shall be pushed in to restore natural elevation and remove the dual barrier to surface flow from adjacent lands, encouraging longer duration of water inundation and soil saturation across the site. Approximately 18,432 linear feet of spoil banks will be pushed in to fill approximately 2.7 acres of other waters throughout these ditches. Additionally, a very small cattle pond located at the southwestern corner of the open pasture area will be filled with the adjacent spoil.

A total of twelve culverts will be removed from the project area, including eight which will be removed and plugged within the spoil banks that border the parish drainage canal running north to south through the open pasture area. The removal and plugging of these culverts will prevent excess drainage of surface flow into the canal and subsequently off the site (Figure 9).

V Performance Standards

Performance standards will be used as indicators that demonstrate that the Bank is developing into the desired habitat at the predicted rate, thereby developing the environmental benefits or "credits" anticipated through the restoration of the Bank. In order for the Bank to be considered acceptable for mitigating wetland impacts associated with DA permits, the site vegetation, soils and hydrology shall meet wetland criteria as described in the Corps 1987 Wetlands Delineation Manual (Wetlands Research Program Technical Report Y-87-1) and any current regional supplement utilized by CEMVN. Should future wetland delineations reveal changes in hydrology and/or vegetation that yield an increase in the amount of wetlands compared to those identified at the time of bank and/or addendum approval, additional mitigation credits commensurate with the increase in wetland acreage and function may be authorized. In the event that the results of the wetland delineation reveal changes in hydrology and/or vegetation yield fewer wetlands than those identified at the time of bank and/or addendum approval, Sponsor shall notify CEMVN and shall investigate and propose actions to remediate the situation and/or commensurate unsold or unreleased mitigation acres/credits will be deducted from the total credits available.

Milestones set forth below will be used to gauge the success of the site mitigation plan at various stages of its implementation:

A. Initial Success Criteria

1. Hydrology

Ground surface elevations must be conducive to the establishment and support of wetland vegetation and re-establishment and maintenance of hydric soil characteristics. To that end, any ditches determined to reduce the duration and extent of the hydric period would be degraded, plugs installed, and/or culverts removed. The existing berms, dikes or other earthen structures meant to hold or divert water will be leveled restoring surface hydrology to pre-disturbance conditions to the extent practicable.

2. Vegetation and Vegetative Plantings

A minimum of 250 planted seedlings per acre, consistent with the planted ratio of hard mast to soft mast-producing species and the species composition of the site restoration plan, must survive through the end of the first growing season following the planting (i.e., Year 1). This criterion will apply to initial plantings as well as any subsequent replanting that may be needed.

B. Interim Success Criteria

1. Hydrology

Data demonstrating that planted tracts meet wetland criteria as described in the Corps 1987 Wetlands Delineation Manual and any current regional supplement utilized by

CEMVN shall be collected by the Sponsor in Year 3 following successful attainment of the one-year survivorship criteria. This data shall be included in the Year 3 monitoring report provided to CEMVN. Upon receipt, CEMVN will review the wetland delineation and verify that the planted site is a wetland within six months.

2. Vegetation and Vegetative Plantings

a. A minimum of 250 seedlings 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, species composition must be consistent with the restoration goals identified in the restoration plan. Exotic/invasive species (e.g., Chinese tallow tree, black willow [*Salix nigra*]) may not be included in this tally. The ratio of hard-mast to soft-mast producing species should be 60% hard-mast/40% soft-mast.

b. By Year 5 following successful attainment of the one-year survivorship criteria, the Bank acreage and the perimeter of that acreage shall be virtually free of exotic/invasive vegetation (approximately five percent or less on an acre-by-acre basis).

c. Planted tracts 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 percent of all dominant species are facultative ("FAC") or wetter, excluding FAC plants, using "routine delineation methods" as described in the Corps 1987 Wetlands Delineation Manual and any current regional supplement utilized by CEMVN.

C. Long-term Success Criteria (Year 15)

1. By Year 15 (i.e., the time of tree canopy closure, a variable timeframe related to growth rates) following successful attainment of the one-year survivorship criteria, a healthy component of mid-story species shall be established. Typically, 75 mid-story plants per acre will be sufficient and will comprise those species initially planted and those species present via natural recruitment. If the site is deficient in mid-story abundance and diversity, the Sponsor shall perform additional planting to achieve the 75 mid-story plants per acre requirement.

2. At the time of tree-canopy closure (i.e., 15 years) the bank site shall be essentially void of exotic/invasive vegetation (approximately one percent or less of the over-story vegetation on an acre-by-acre basis). An active treatment program shall continue as part of the long-term maintenance program.

3. Timber harvesting/thinning will only be approved if the IRT determines that such activities are needed to maintain or enhance the ecological value of the site and shall be performed under the supervision of the Sponsor/Long-Term Steward. Measures to control the encroachment of exotic/invasive vegetation after the thinning operation shall be implemented.

D. Reporting Protocols and Monitoring Plan

Monitoring and reporting on the Addendum I site will follow the same criteria as those set forth in the Petit Bois MBI section VIII. Reporting Protocols and Monitoring Plan.

VI Determination of Bank Credits

The exchange currency of the Bank is acres in one-tenth acre increments. To determine the amount of acres required to offset a particular impact to forested wetlands, CEMVN will use the New Orleans District Modified Charleston Method (MVN MCM), other assessment methods, or best professional judgment to calculate 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. OCM will use the Wetland Value Assessment (WVA) in a similar fashion, determining the amount of Average Annualized Habitat Units (AAHUs) available at the bank and lost as a result of an impact. The amount of available credits per acre calculated using the MVN MCM is included in Table 3. The schedule of credit availability follows the same criteria as those set forth in the Petit Bois MBI, as represented in Table 4 below.

**Table 3: Mitigation Credit Summary
New Orleans District Modified Charleston Method (MVN MCM)**

Mitigation Type	Acreage	Bottomland Hardwood	
		Baseline MCM Credits/Acre	Baseline MCM Credits
Bottomland Hardwood Re-Establishment I	250.0	4.5	1125.0
Bottomland Hardwood Rehabilitation I	87.4	3.5	305.9
	337.4	4.2	1430.9

Table 4: Credit Release Summary

Credit Release	Milestone
35%	MBI Execution, Permit Acquisition, Conservation Servitude
20%	Completion of Site Preparation and Planting
20%	Achievement of Initial Success Criteria
20%	Achievement of Interim Success Criteria
5%	Achievement of Long Term Success Criteria

VII Financial Assurances

The purposes of financial assurances are to ensure a high level of confidence that the compensatory mitigation project will be successfully completed in accordance with applicable performance standards. To accomplish this goal, sufficient funds to perform the restoration work and insure its success must be guaranteed in the form of a surety bond, escrow accounts, letter of credit, casualty insurance or other mechanism set forth in 33 CFR § 332.3(n) and approved by the District Engineer. Therefore, prior to credit sales, the Sponsor shall establish the "Construction and Establishment" financial assurance to ensure that sufficient funds are available to a third party^s in the case of non-compliance or bank failure. For the Addendum I Site, Sponsor will utilize a cash escrow account. This mechanism will be funded prior to credit release in the amount of **Three Hundred Sixteen Thousand Five Hundred Fifty-Four Dollars (\$316,554.00)**. This cost estimate appears in Appendix C. A draft escrow agreement is presented in Appendix D. The principal amount will be phased out as milestones are met and success criteria are achieved in accordance with the following schedule:

1. Upon verification by the IRT that the construction work has been completed, the CEMVN, acting on behalf of the IRT, shall advise the Sponsor and the financial institution that the C&E financial assurance may be reduced by the entire amount of the construction portion of the fund to \$102,463.38.
2. Upon verification by the IRT that the initial success criteria have been attained for all tracts, the CEMVN, acting on behalf of the IRT, shall advise the Sponsor and the financial institution that the C&E financial assurance may be reduced by forty percent of the original establishment portion (\$102,463.38) resulting in a remaining balance of \$61,478.03.
3. Upon verification by the IRT that the interim success criteria have been attained for all tracts, the CEMVN, acting on behalf of the IRT, shall advise the Sponsor and the financial institution that the C&E financial assurance may be reduced by fifty percent of the original establishment portion (\$102,463.38) resulting in a remaining balance of \$10,246.34.
4. Upon verification by the IRT that the long-term success criteria have been attained for all tracts, the CEMVN, acting on behalf of the IRT, shall advise the Sponsor and the financial institution that the remaining C&E financial assurance shall be released to the Sponsor.

Payment to the third party, as identified by CEMVN, of a specified amount of the financial assurance shall be made upon written notification by CEMVN to the provider of the financial assurance mechanism that the Sponsor is in non-compliance.

VIII Long-Term Maintenance and Protection Funding Mechanism

To ensure that sufficient funds are available to provide a source of funding for the perpetual maintenance of the Bank, the Sponsor shall establish an escrow account administered by a federally-insured depository that is "well-capitalized" or "adequately-capitalized" as defined in Section 38 of the Federal Deposit Insurance Act to fund the "Long-

Term Maintenance and Protection” financial assurance. The account will be incrementally funded through credit sales and shall contain a minimum balance of \$125,000.00 by the time 75 percent of the total number of credits are sold or upon successful achievement of the Interim Success Criteria, whichever occurs first. Any accrued interest shall be used in the operation, maintenance or other purpose that directly benefits the mitigation Bank. Only the interest accumulated maybe withdrawn for this purpose. 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. The Sponsor shall provide copies of depository account statements to CEMVN upon request and in its monitoring reports.

The Sponsor is responsible for ensuring that the funding of the Long-Term Maintenance and Protection account is sufficient. In the event capitalization of that account proves insufficient to meet the long-term management needs of the Bank, Sponsor remains liable for such costs while Sponsor is managing the Bank. Prior to a transfer of Bank management to a Long-Term Steward or other third party, Sponsor shall submit current information and analyses concerning the anticipated long-term costs of managing the Bank, the sufficiency of existing funding and a plan to address any foreseeable deficit, if applicable. Prior to approval of a transfer of Bank management, the IRT will determine whether any additional funding by Sponsor is necessary and if so, in what amount.

MARTIN S. MAYER
CHIEF, CEMVN REGULATORY BRANCH

DATE

STEPHEN CHUSTZ
SECRETARY, LDNR

DATE

ELLIOTT BOUILLION
THIRD LOUISIANA RESOURCE, LLC

DATE

Figures

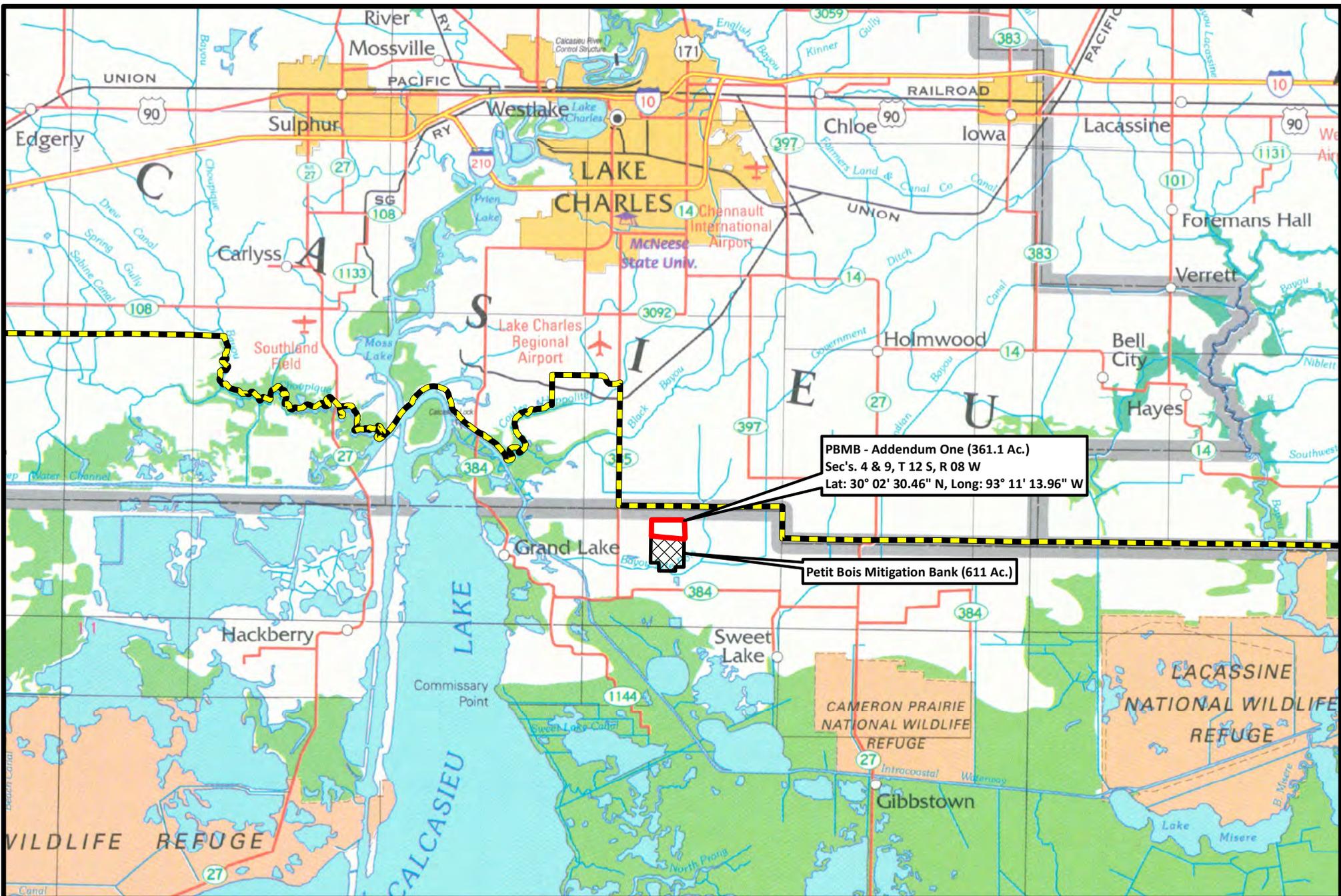


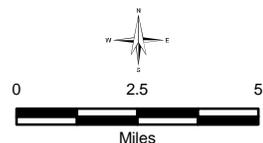
FIGURE 1

**PBMB - ADDENDUM ONE
SITE LOCATION MAP**

CAMERON PARISH, LOUISIANA

Legend

- PBMB - Addendum One (361.1 Ac.)
- Petit Bois Mitigation Bank (611 Ac.)
- Coastal Zone Boundary



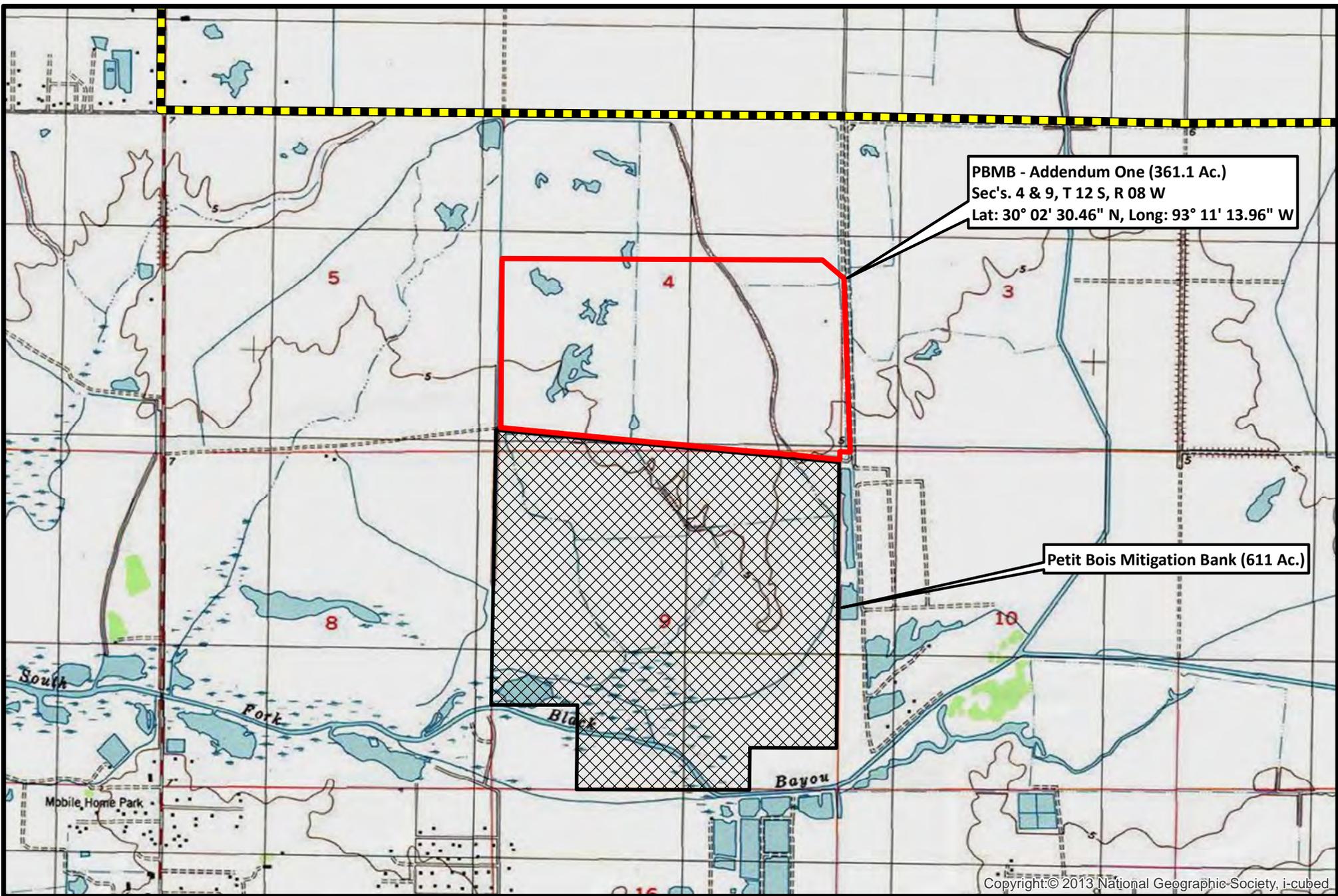


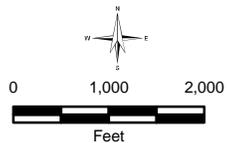
FIGURE 2

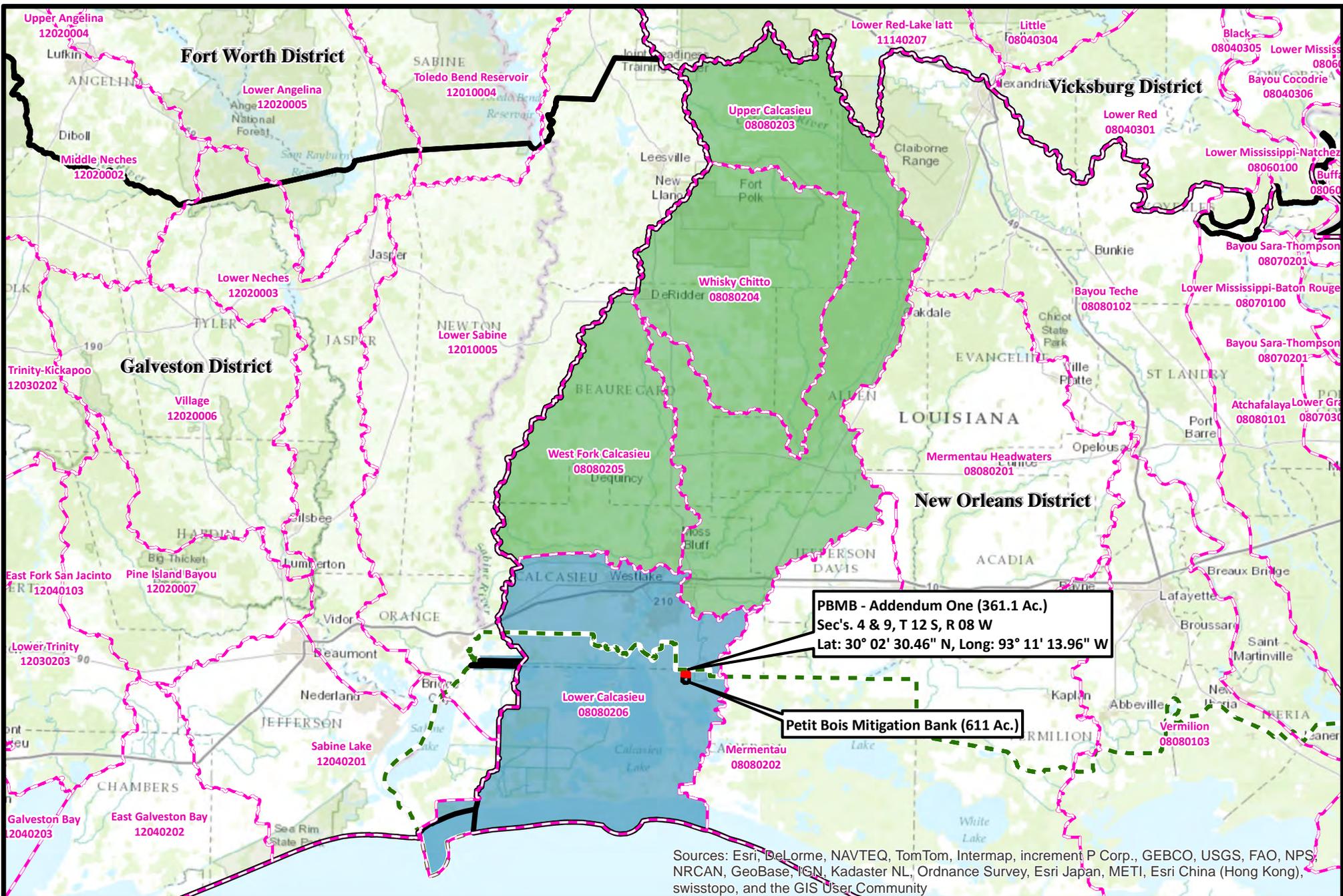
**PBMB - ADDENDUM ONE
 USGS 24K QUAD MAP**

CAMERON PARISH, LOUISIANA

Legend

-  PBMB - Addendum One (361.1 Ac.)
-  Petit Bois Mitigation Bank (611 Ac.)
-  Coastal Zone Boundary





Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community

FIGURE 3

PBMB - ADDENDUM ONE SERVICE AREA MAP

CAMERON PARISH, LOUISIANA

Legend

- PBMB - Addendum One (361.1 Ac.)
- Petit Bois Mitigation Bank (611 Ac.)
- 8-Digit HUC
- USACE Districts
- Coastal Zone Boundary
- Primary Service Area
- Secondary Service Area

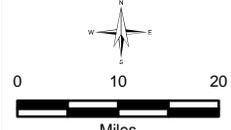
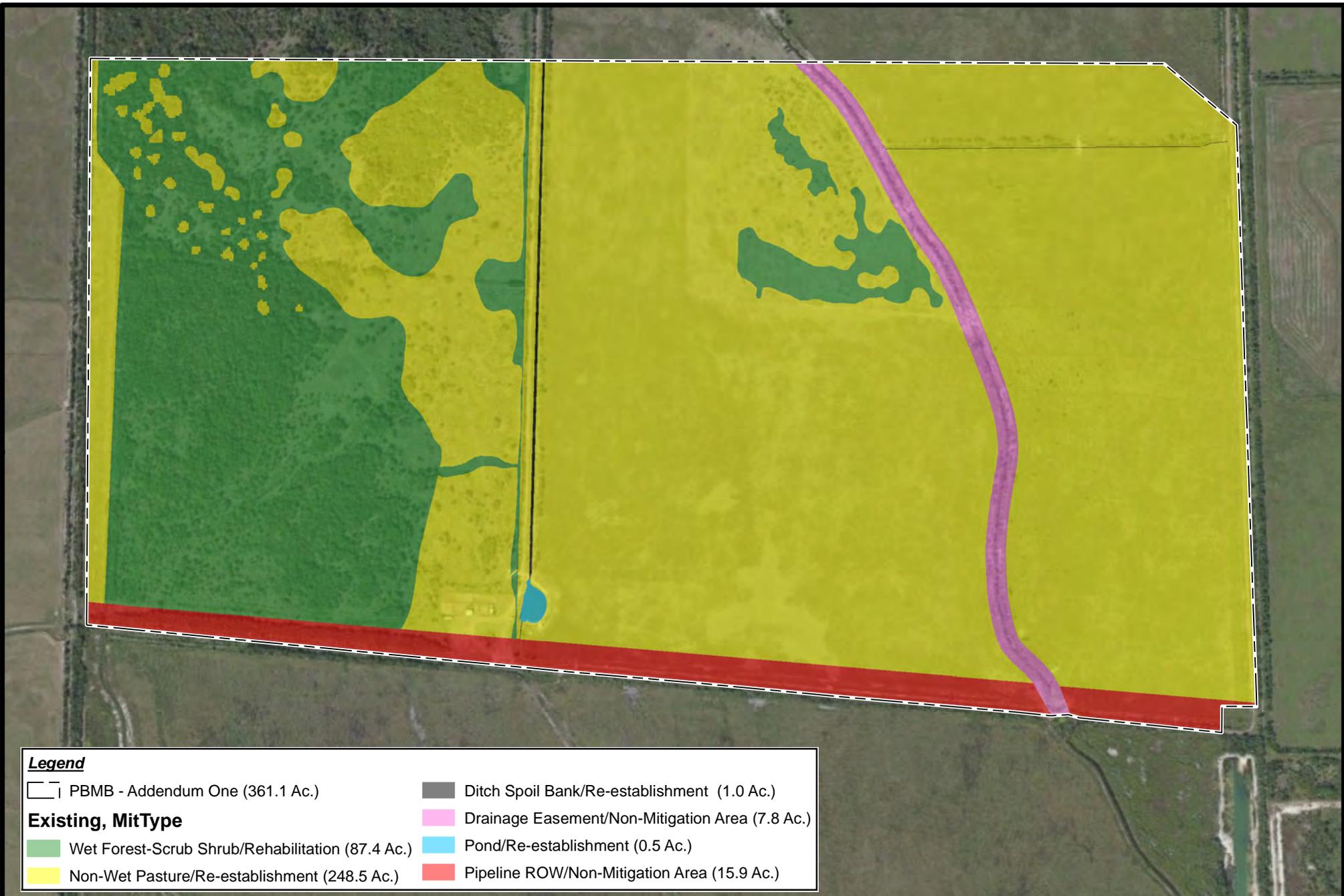


Figure3_PBMBAddendumOne_ServiceAreaMap_2013.mxd



Legend

▭ PBMB - Addendum One (361.1 Ac.)

Existing, MitType

▭ Wet Forest-Scrub Shrub/Rehabilitation (87.4 Ac.)

▭ Non-Wet Pasture/Re-establishment (248.5 Ac.)

▭ Ditch Spoil Bank/Re-establishment (1.0 Ac.)

▭ Drainage Easement/Non-Mitigation Area (7.8 Ac.)

▭ Pond/Re-establishment (0.5 Ac.)

▭ Pipeline ROW/Non-Mitigation Area (15.9 Ac.)

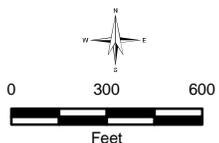


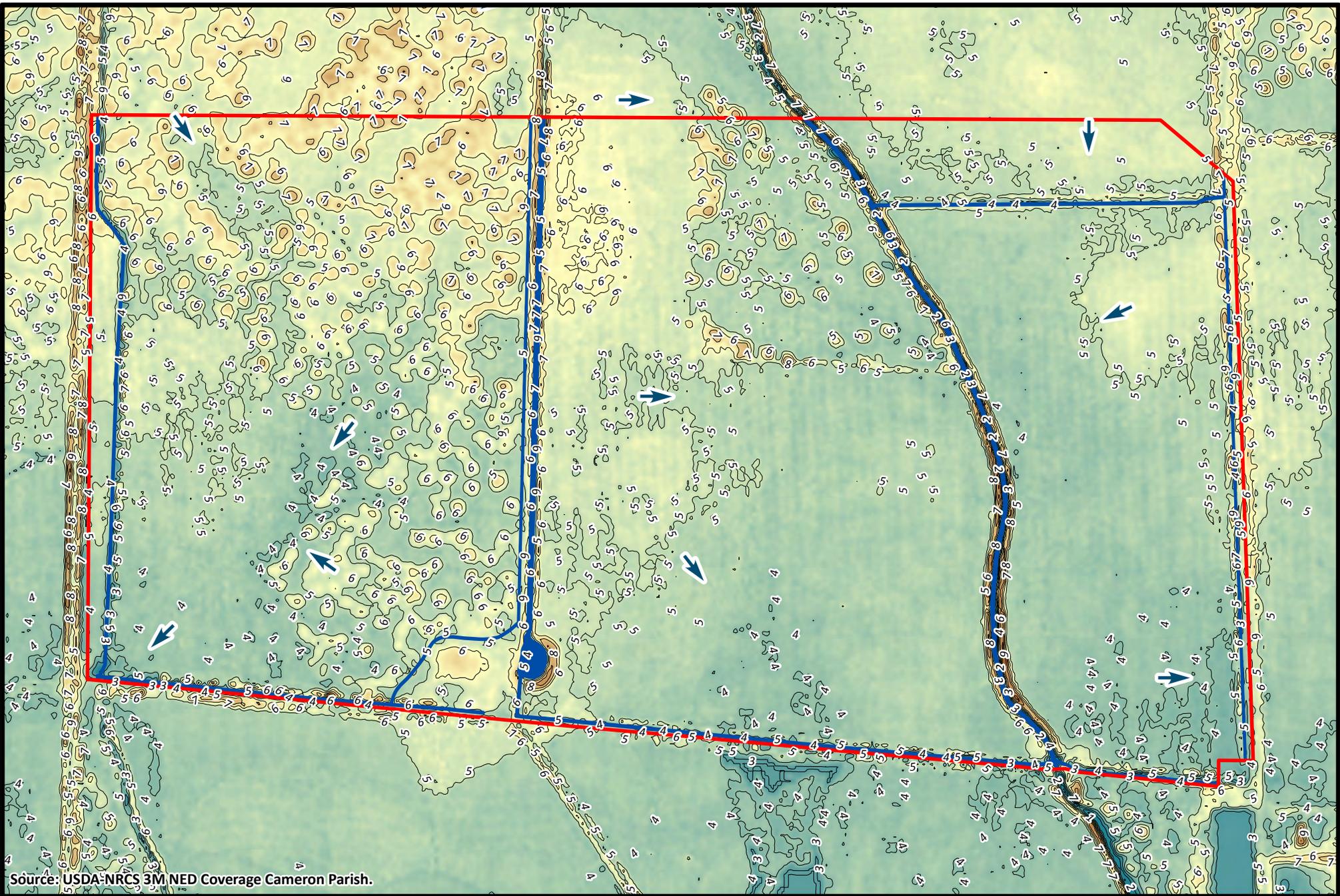
Figure4_PBMBAAddendumOne_ExistingConditionsMap_2013.mxd

FIGURE 4

**PBMB - ADDENDUM ONE
EXISTING CONDITIONS MAP**

CAMERON PARISH, LOUISIANA





Source: USDA-NRCS 3M NED Coverage Cameron Parish.

FIGURE 5

**PBMB - ADDENDUM ONE
EXISTING ELEVATIONS MAP**

CAMERON PARISH, LOUISIANA

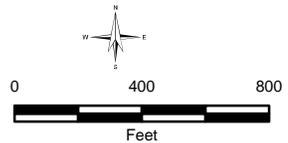
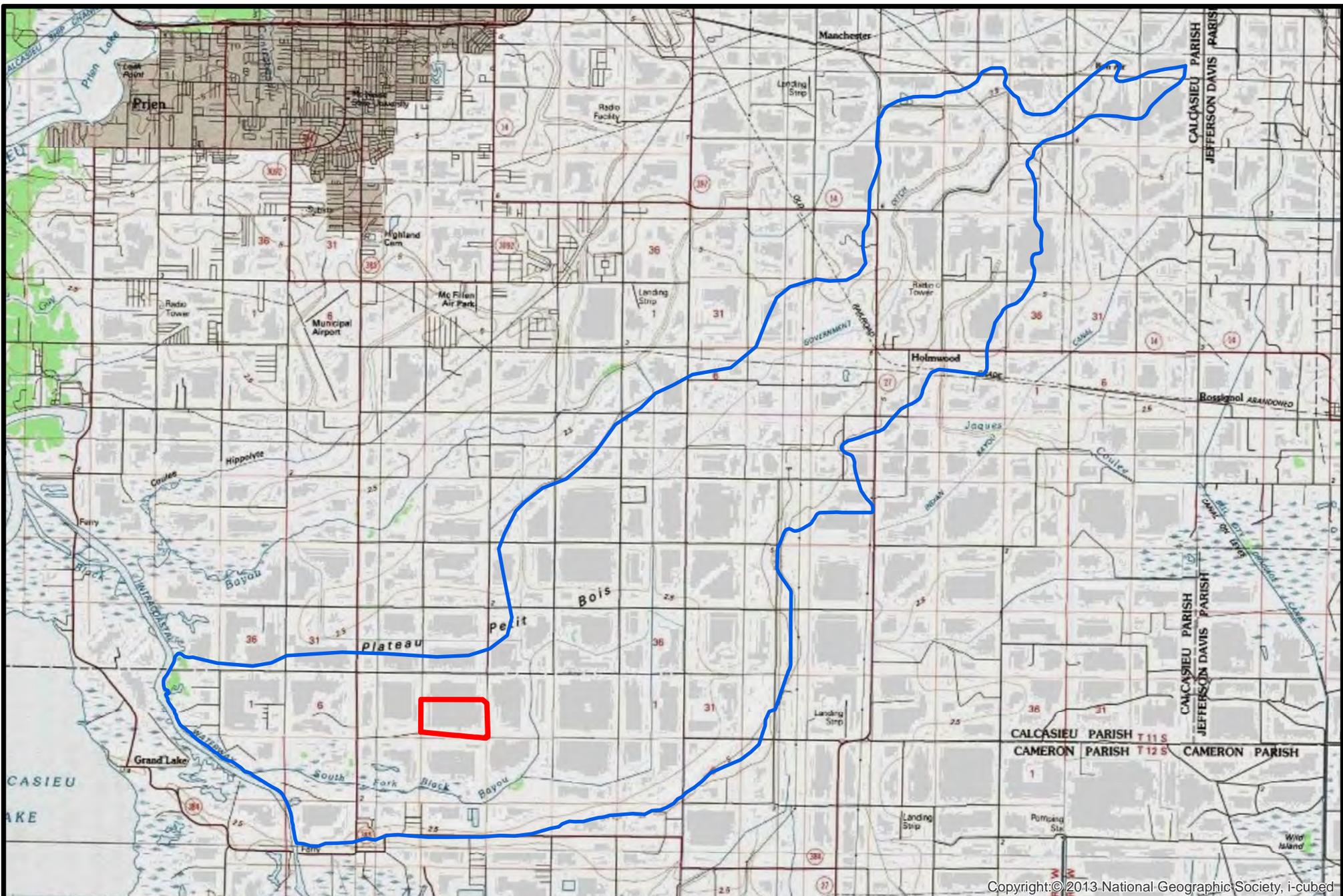


Figure5_PBMBAddendumOne_ExistingElevationsMap_2013.mxd

Legend

- PBMB - Addendum One (361.1 Ac.)
 - ➔ Historic Drainage Direction
 - Internal Drainage Features (3.5 Ac.)
 - Elevation Contour, FT
- NED Value**
 High : 10'
 Low : 2'





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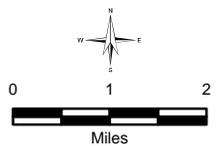
FIGURE 6

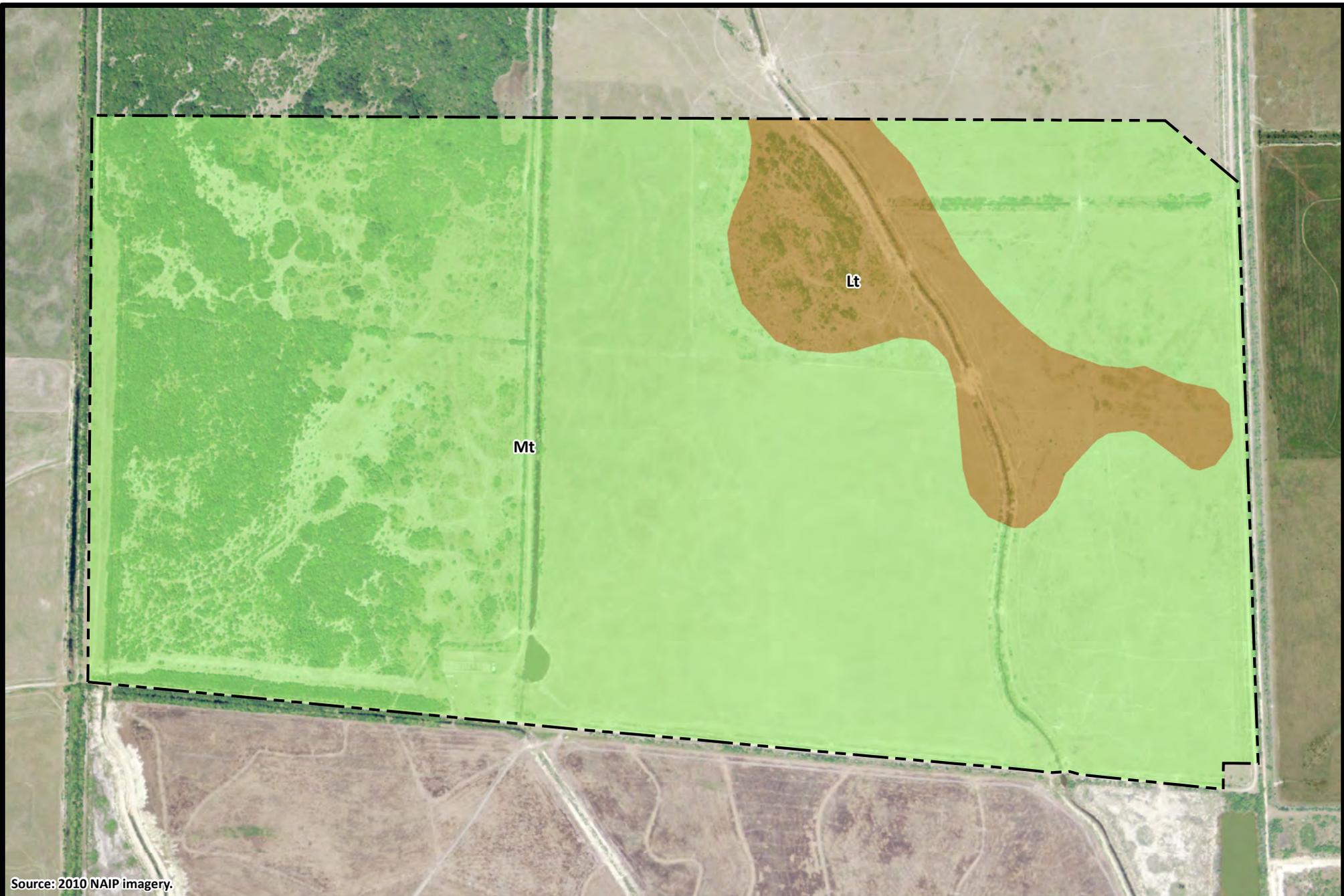
**PBMB - ADDENDUM ONE
DRAINAGE AREA MAP**

CAMERON PARISH, LOUISIANA

Legend

- ▭ PBMB - Addendum One (361.1 Ac.)
- ▭ Drainage Area (54.7 sq/mi)





Source: 2010 NAIP imagery.

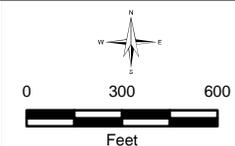


Figure7_PBMBAddendumOne_SoilsMap_2013.mxd

FIGURE 7
PBMB - ADDENDUM ONE
SOILS MAP
CAMERON PARISH, LOUISIANA

Legend

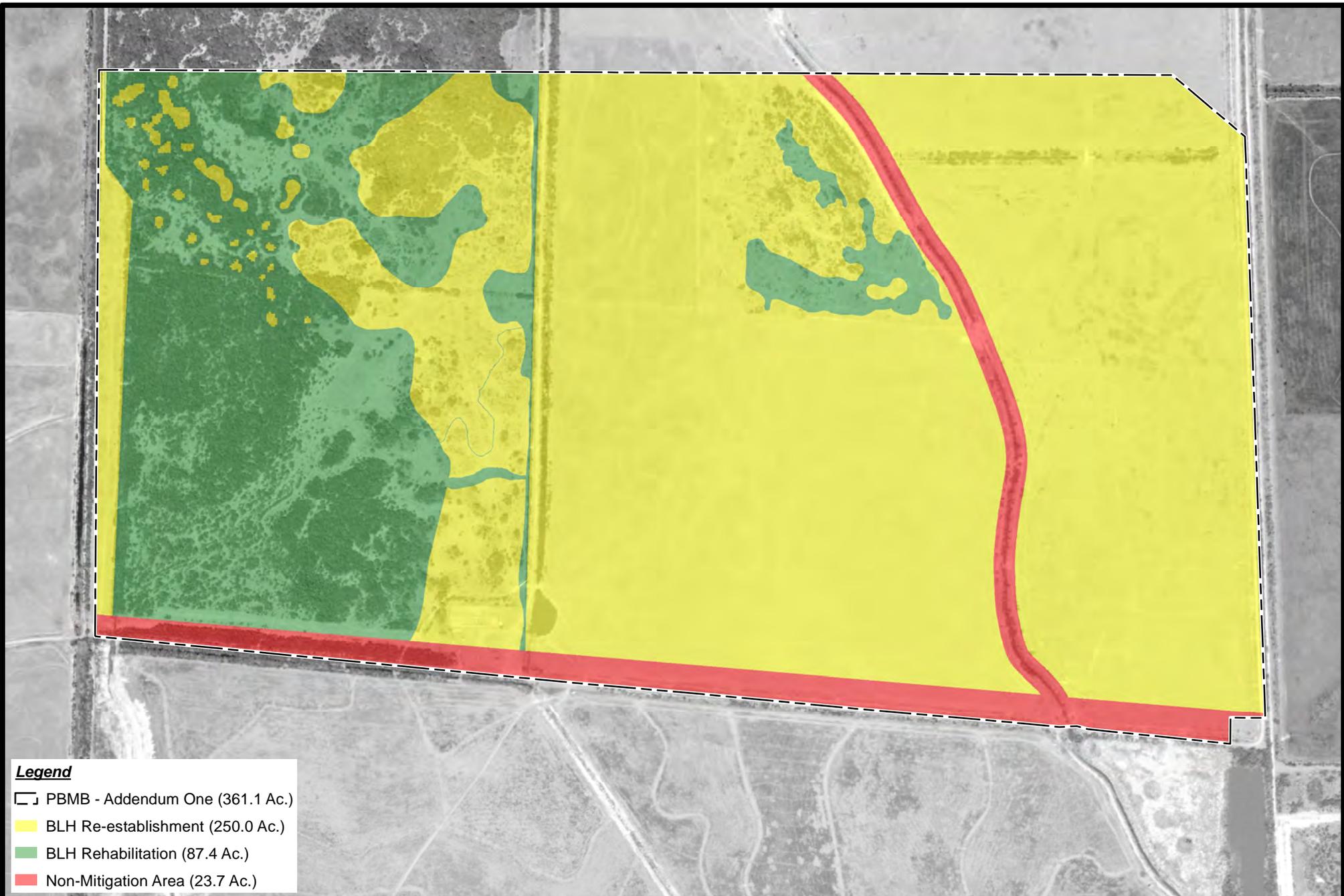
PBMB - Addendum One (361.1 Ac.)

MUSYM, MUName, Hydric Rating

Lt; Leton silt loam - All Hydric (39.5 Acres/11%)

Mt; Mowata-Vidrine silt loams - Partially Hydric (321.6 Acres/89%)





- Legend**
- PBMB - Addendum One (361.1 Ac.)
 - BLH Re-establishment (250.0 Ac.)
 - BLH Rehabilitation (87.4 Ac.)
 - Non-Mitigation Area (23.7 Ac.)

FIGURE 8

**PBMB - ADDENDUM ONE
PROPOSED MITIGATION PLAN MAP**

CAMERON PARISH, LOUISIANA

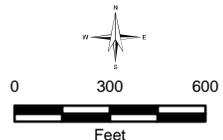


Figure8_PBMBAddendumOne_MitigationPlanMap_2013.mxd



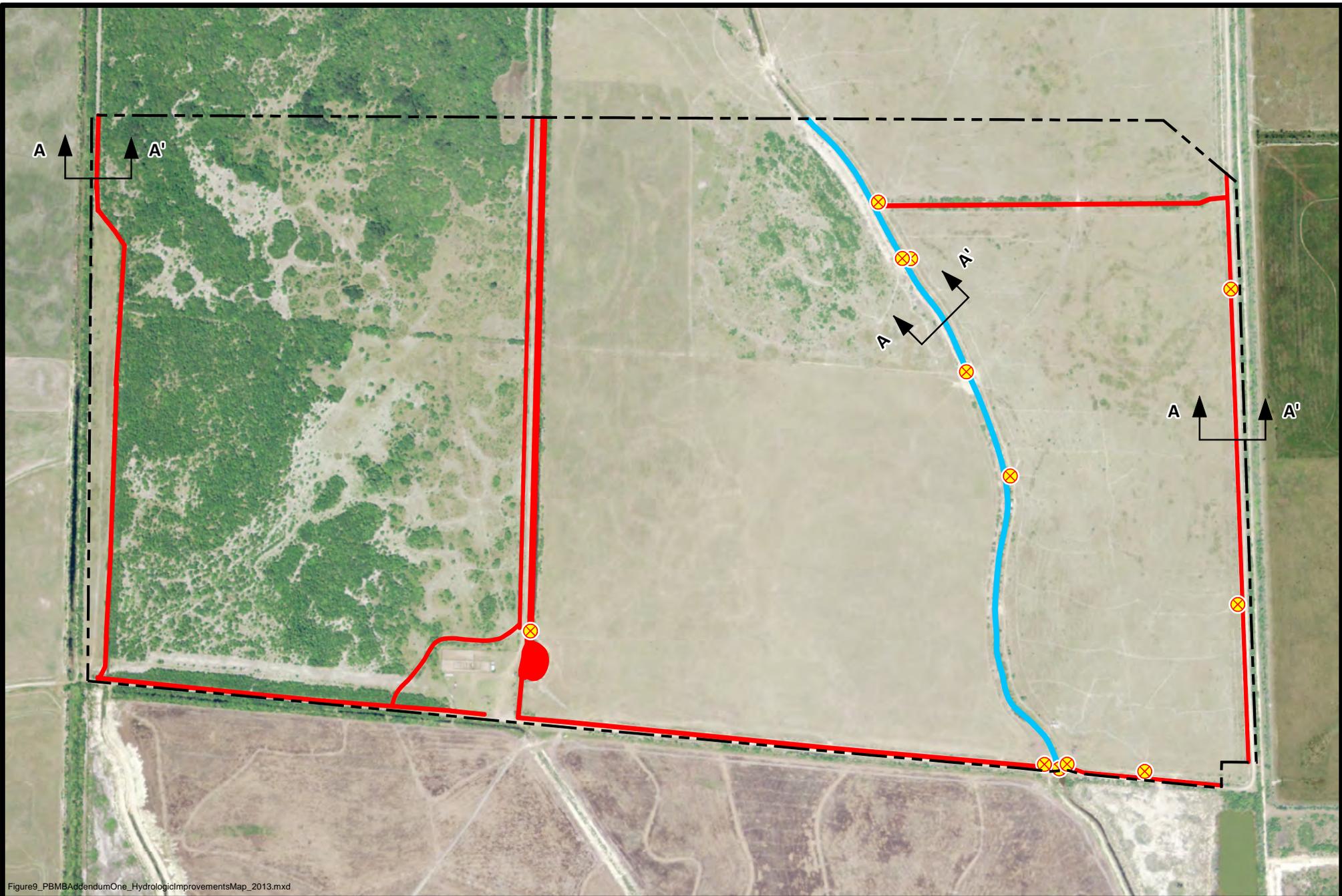
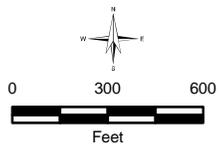


Figure9_PBMBAddendumOne_HydrologicImprovementsMap_2013.mxd

FIGURE 9
PBMB - ADDENDUM ONE
HYDROLOGIC IMPROVEMENTS &
TYPICAL CROSS SECTION LOCATION MAP
CAMERON PARISH, LOUISIANA



Legend

-  PBMB - Addendum One (361.1 Ac.)
-  Culvert To Be Removed/Plugged (12)
-  Other Waters To Be Filled (2.7 Ac.)
-  Other Waters To Remain (0.8 Ac.)
-  Cross-Section Location





Figure10_PBMBAddendumOne_1952Aerial_2013.mxd

FIGURE 10

**PBMB - ADDENDUM ONE
1952 HISTORICAL AERIAL**

CAMERON PARISH, LOUISIANA

Legend

 PBMB - Addendum One (361.1 Ac.)

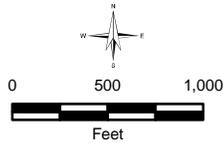


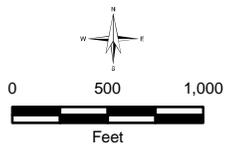


Figure11_PBMBAddendumOne_1998Aerial_2013.mxd

FIGURE 11

PBMB - ADDENDUM ONE
1998 HISTORICAL AERIAL

CAMERON PARISH, LOUISIANA



Legend

 PBMB - Addendum One (361.1 Ac.)



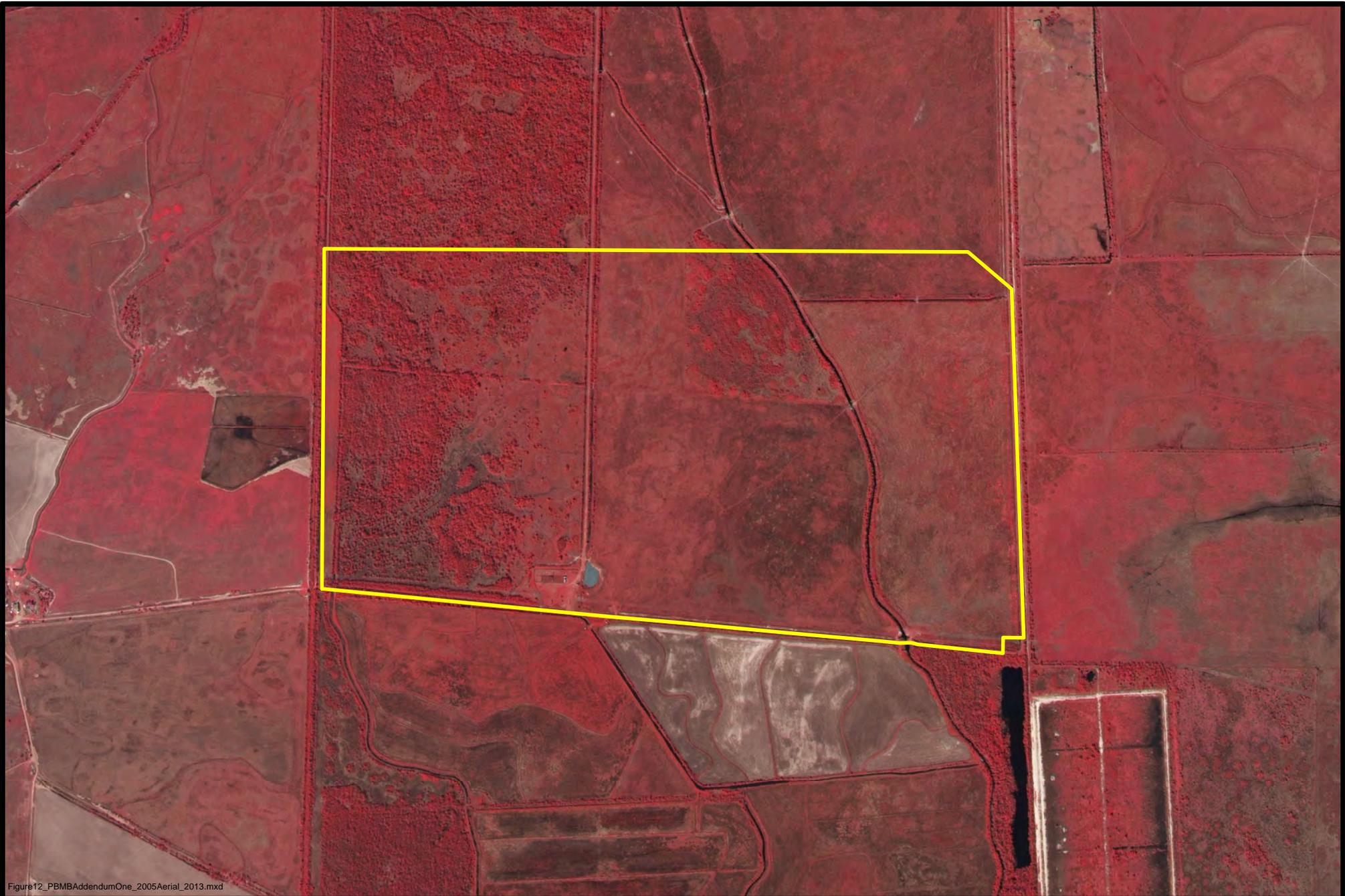
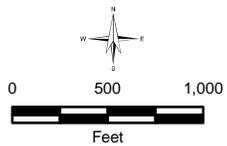


Figure12_PBMBAddendumOne_2005Aerial_2013.mxd

FIGURE 12

**PBMB - ADDENDUM ONE
2005 HISTORICAL AERIAL**

CAMERON PARISH, LOUISIANA



Legend

 PBMB - Addendum One (361.1 Ac.)



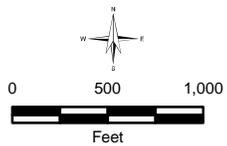


Figure13_PBMBAddendumOne_2008Aerial_2013.mxd

FIGURE 13

**PBMB - ADDENDUM ONE
2008 HISTORICAL AERIAL**

CAMERON PARISH, LOUISIANA

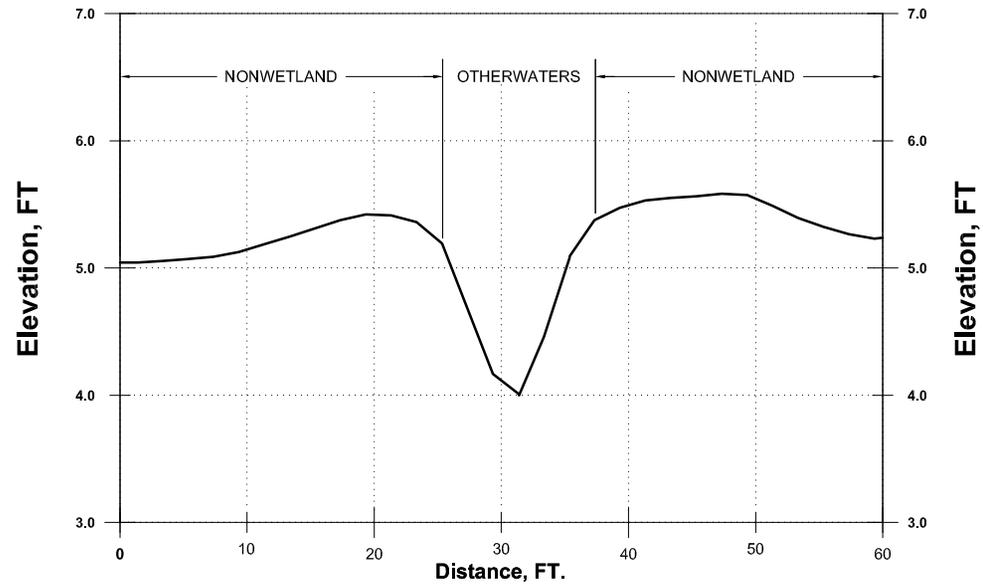


Legend

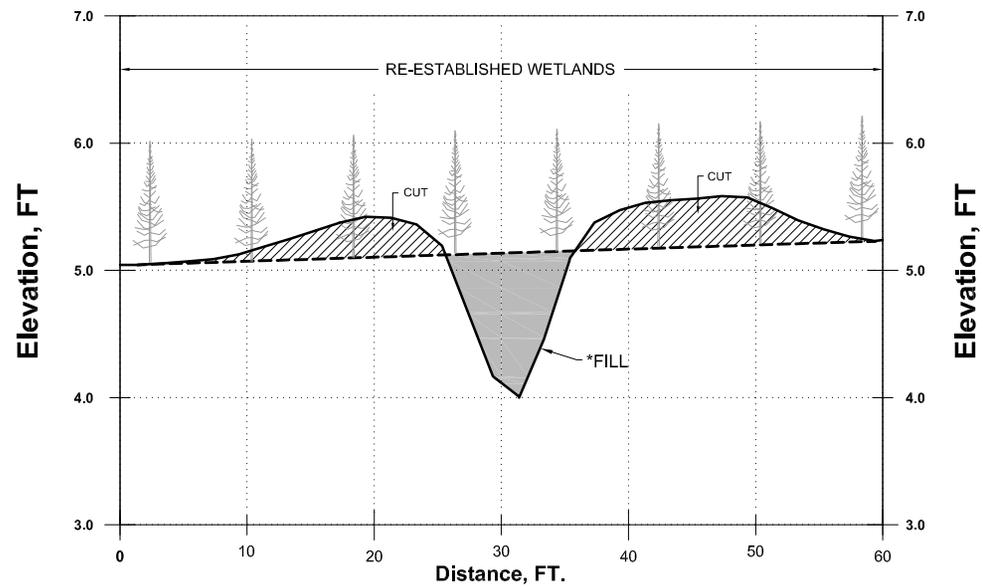
 PBMB - Addendum One (361.1 Ac.)



TLR001PB_B056_PROSPECTUS_XSectionA_2013.dwg



TYPICAL CROSS-SECTION EXISTING CONDITIONS



TYPICAL CROSS-SECTION PROPOSED DITCH BACKFILL



*Ditch to be filled to the extent that adjacent spoil will allow.



FIGURE 14

PBMB - ADDENDUM ONE

TYPICAL CROSS-SECTION A-A'

CAMERON PARISH, LOUISIANA

APPENDIX A

FEDERAL AND STATE AUTHORITIES

Federal and State Authorities

- Clean Water Act (33 USC 1251, et seq.);
- Rivers and Harbors Act (33 USC 403);
- Fish and Wildlife Coordination Act (16 USC 661, et seq.);
- Regulatory Programs of the Corps of Engineers, Final Rule (33 CFR Parts 320-330);
- Guidelines for Specification of Disposal Sites for Dredged and Fill Material (40 CFR Part 230);
- Memorandum of Agreement between the Environmental Protection Agency and the Department of the Army concerning the Determination of Mitigation Under Clean Water Act, Section 404 (b)(1) Guidelines (February 6, 1990);
- Compensatory Mitigation for Losses of Aquatic Resources (33 CFR Part 332);
- Louisiana Revised Statute 56; and
- Louisiana Conservation Servitude Act, R.S. 9:1271, et seq.

Louisiana Coastal Authorities:

The Louisiana Coastal Zone is regulated and monitored by the Louisiana Department of Natural Resources (DNR), Coastal Management Division (CMD), under authority of the Louisiana Coastal Resources Management Act of 1978, LA. R.S. 49:214.21-214.41. The purpose of this law is to protect, develop, and where feasible, restore or enhance the resources of the State's Coastal Zone. CMD's authority to require mitigation is found in R.S. 49:214.41, et seq. The Louisiana Administrative Code, Title 43, Part I, Chapter 7, 724-729 requires compensatory mitigation for all unavoidable impacts and establishes a specific mitigation sequence as law within the Coastal Zone. The Coastal Wetlands Planning, Protection, and Restoration Act (Public Law 101-646, Title IIICWPPRA) was enacted and signed into law on November 29, 1990. As required by Section 304 of the Act (16 USC 3953), the State of Louisiana developed the Louisiana Coastal Wetlands Conservation Plan (Plan), which was approved by the Secretary of the Army, the Director of the United States Fish and Wildlife Service, and the Administrator of the Environmental Protection Agency on December 1, 1997. The Coastal Wetlands Conservation Plan Area (Plan Area) is an area delineated in the Plan itself and is bounded by the Plan boundary, which is also set out in the Plan. Mitigation areas are not specifically addressed in the cited. The participation by DNR in a particular mitigation area is, therefore, discretionary. Each mitigation area proposal is subject to the negotiation of a written Mitigation Agreement (Agreement) upon terms and conditions acceptable to the DNR Secretary. The restoration site occurs within Coastal Wetland Conservation boundary adjacent to the Louisiana Coastal Zone, which is regulated by DNR. Furthermore, the site is within the Plan Area defined pursuant to CWPPRA.

APPENDIX B

CEMVN JURISDICTIONAL DETERMINATION



DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P.O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

REPLY TO
ATTENTION OF

FEB 06 2013

Operations Division
Surveillance and Enforcement Section

Mr. Brighton Heard
Resource Environmental Solutions
108 Third Street
Baton Rouge, Louisiana 70801

Dear Mr. Heard:

Reference is made to your request for a U.S. Army Corps of Engineers' (Corps) jurisdictional determination on property located in Sections 4, 3, and 9, Township 12 South, Range 8 West, Cameron Parish, Louisiana (enclosed map). Specifically, this property is identified as a 406 acre tract at the southwest quadrant of the intersection of Cal Camine Road and Tom Hebert Road.

Based on review of recent maps, aerial photography, soils data, and the information provided with your requests, we have determined that part of the property is wetland and may be subject to Corps' jurisdiction. The approximate limits of the wetland are designated in red on the map. A Department of the Army (DA) permit under Section 404 of the Clean Water Act will be required prior to the deposition or redistribution of dredged or fill material into wetlands that are waters of the United States. Additionally, a DA permit will be required if you propose to deposit dredged or fill material into other waters subject to Corps' jurisdiction. Other waters that may be subject to Corps' jurisdiction are indicated in blue on the map.

Additionally, this property is adjacent to a mitigation bank protected by a perpetual conservation servitude. For more information regarding this mitigation bank, please contact Dr. James Barlow at (504) 862-2250.

Please be advised that this property is in the Louisiana Coastal Zone. For additional information regarding coastal use permit requirements, contact Ms. Christine Charrier, Coastal Management Division, Louisiana Department of Natural Resources at (225) 342-7953.

This delineation/determination has been conducted to identify the limits of the Corps' Clean Water Act jurisdiction for the particular site identified in your request. This delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If the property owner or tenant is a USDA farm participant, or anticipates participation in USDA programs, a certified wetland determination should be requested from the local office of the Natural Resources Conservation Service prior to starting work.

You are advised that this preliminary jurisdictional determination is valid for a period of 5 years from the date of this letter unless new information warrants revision prior to the expiration date or the District Commander has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.

Should there be any questions concerning these matters, please contact Dr. Rosie Schwamenfeld at (337) 291-3045 and reference our Account No. MVN-2012-02370-SR. If you have specific questions regarding the permit process or permit applications, please contact our Western Evaluation Section at (504) 862-1950. The New Orleans District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please complete the survey on our web site at <http://per2.nwp.usace.army.mil/survey.html>.

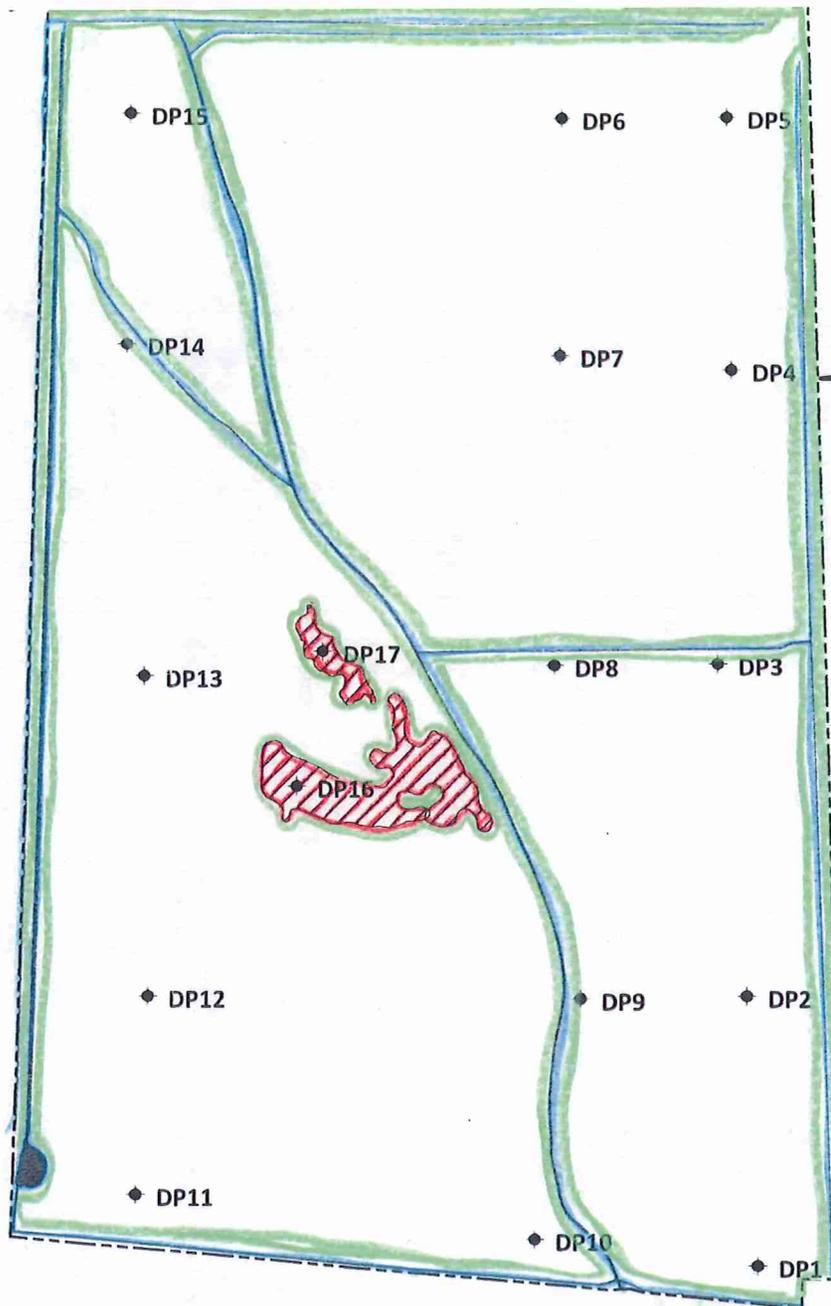
Sincerely,

A handwritten signature in cursive script that reads "William M. Hethery".

for Martin S. Mayer
Chief, Regulatory Branch

Enclosures

Tom Hebest Rd.



PBMB Addendum One (406 Ac.)
 Sec's 4 & 9, T 12 S, R 08 W
 Lat: 30° 2' 41.26" N, Long: 93° 11' 3.09" W

**PRELIMINARY
 JURISDICTIONAL DETERMINATION**

USACE
Account # MVN-2012-02370-SR
Lat: 30.043793
Long: 93.184465
 Section, Township, Range: 439, T12S, R8W
 Parish, LA Cameron
 I.H./F.S.V. Date: 1-10-13

- Legend**
- PBMB Addendum One (406 Ac.)
 - Wetlands (6.2 Ac.) *Sec 404*
 - Other Waters (5.1 Ac.) *Sec 404*
 - ◆ Datapoint -Nonwetland

FIGURE 2

PETIT BOIS ADDENDUM ONE
 WETLAND DELINEATION MAP

CAMERON PARISH, LOUISIANA



PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

District Office New Orleans District File/ORM # 2012-02370-SR PJD Date: Jan 11, 2013

State LA City/County Cameron
 Nearest Waterbody: unnamed tribs of South Fork Black Bayou
 Location: TRS, T12S, R8W, Sect: 4, 3, and 9
 Lat/Long or UTM: Lat: 30.043793, Long: -93.184465

Name/
Address of
Person
Requesting
PJD
Brighton Heard
Resource Environmental Solutions
108 Third Street
Baton Rouge, Louisiana 70801

Identify (Estimate) Amount of Waters in the Review Area:
 Non-Wetland Waters: linear ft width 5.1 acres Stream Flow:
 Perennial

Wetlands: 6.2 acre(s) Cowardin Class: Palustrine, emergent

Name of Any Water Bodies on the Site Identified as Section 10 Waters: Tidal:
 Non-Tidal:

Office (Desk) Determination
 Field Determination: Date of Field Trip:

SUPPORTING DATA: Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps
- Corps navigable waters' study:
- U.S. Geological Survey Hydrologic Atlas:
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite quad name: Lake Charles 1:24000
- USDA Natural Resources Conservation Service Soil Survey. Citation: NRCS wss
- National wetlands inventory map(s). Cite name: USFWS nwi
- State/Local wetland inventory map(s):
- FEMA/FIRM maps: lidar
- 100-year Floodplain Elevation is:
- Photographs: Aerial (Name & Date): CIR: 98, 04, 08, 10
 Other (Name & Date):
- Previous determination(s). File no. and date of response letter: 2008-0222-SC (10-14-08); 2012-02276-SK (9-27-12)
- Other information (please specify): 2008-02851-SC (9-16-08)

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Rose Schwamfeld 1-11-13
 Signature and Date of Regulatory Project Manager
 (REQUIRED)

Brighton Heard by mail dated 9-24-12
 Signature and Date of Person Requesting Preliminary JD
 (REQUIRED, unless obtaining the signature is impracticable)

EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "preconstruction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: Brighton Heard	File Number: MVN-2012-02370-SR	Date: FEB 06 2013
Attached is:	See Section below	
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
x	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/cecw/pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice. means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.



DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P.O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

REPLY TO
ATTENTION OF

MAR 26 2013

Operations Division
Surveillance and Enforcement Section

Mr. Brighton Heard
Resource Environmental Solutions
108 Third Street
Baton Rouge, Louisiana 70801

Dear Mr. Heard:

Reference is made to your request for a U.S. Army Corps of Engineers' (Corps) jurisdictional determination on property located in Section 4, Township 12 South, Range 8 West, Cameron Parish, Louisiana (enclosed map). Specifically, this property is identified as a 239 acre tract in the southeast quadrant of Cal Cam Line Road and Greathouse Road.

Based on review of recent maps, aerial photography, soils data, the information provided with your request, and a field inspection of the property conducted on February 19, 2013, we have determined that part of the property is wetland and may be subject to Corps' jurisdiction. The approximate limits of the wetland are designated in red on the map. A Department of the Army (DA) permit under Section 404 of the Clean Water Act will be required prior to the deposition or redistribution of dredged or fill material into wetlands that are waters of the United States. Additionally, a DA permit will be required if you propose to deposit dredged or fill material into other waters subject to Corps' jurisdiction. Other waters that may be subject to Corps' jurisdiction are indicated in blue on the map.

Additionally, this property is adjacent to a mitigation bank protected by a perpetual conservation servitude. For more information regarding this mitigation bank, please contact Mr. Martin Mayer at (504) 862-2255.

You are advised that this preliminary jurisdictional determination is valid for a period of 5 years from the date of this letter unless new information warrants revision prior to the expiration date or the District Commander has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.

Should there be any questions concerning these matters, please contact Dr. Rosie Schwamenfeld at (337) 291-3045 and reference our Account No. MVN-2012-02519-SR. If you have specific questions regarding the permit process or permit applications, please contact our Western Evaluation Section at (504) 862-1950. The New Orleans District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please complete the survey on our web site at <http://per2.nwp.usace.army.mil/survey.html>.

Sincerely,


for Martin S. Mayer
Chief, Regulatory Branch

Enclosures

CALCASIEU PARISH

CAMERON PARISH

PRELIMINARY JURISDICTION DETERMINATION

USACE

Account # MVN-2012-02519-SR

Lat: 30.045312

Long: -93.192621

Section, Township, Range: 4, T12S, R8W

Parish: LA, Cameron

J.H. C.S.V. Date: 2-19-13 RS



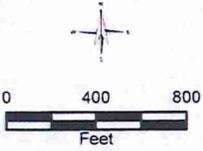
PBMB Addendum One - Phase II (239 Ac.)
 Sec. 4, T 12 S, R 08 W
 Lat: 30° 2' 42.68" N, Long: 93° 11' 33.96" W

I:\100\FB_A031_PetitBoisAddendumOne_PhaseII\delimitation_2008CIR_2012.mxd

FIGURE 3

PETIT BOIS ADDENDUM ONE - PHASE II
WETLAND DELINEATION MAP - 2008 CIR

CAMERON PARISH, LOUISIANA



Legend

- ◆ Datapoint

- - Nonwetland
- Other Waters (0.8 Ac.)
- ▨ Wetlands (164.1 Ac.)



PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

District Office	New Orleans District	File/ORM #	2012-02519-SR	PJD Date:	Mar 5, 2013	
State	LA	City/County	Cameron	Name/ Address of Person Requesting PJD	Brighton Heard Resource Environmental Solutions 108 Third Street Baton Rouge, Louisiana 70801	
Nearest Waterbody:	unnamed trib to South Fork Black Bayou					
Location: TRS, Lat.Long or UTM:	T12S, R8W, Section 4 Lat: 30.045312, Long: -93.192621					
Identify (Estimate) Amount of Waters in the Review Area:			Name of Any Water Bodies on the Site Identified as			
Non-Wetland Waters:		Stream Flow:		Tidal:		
linear ft	width	0.8	acres	Section 10 Waters: Non-Tidal:		
Wetlands:			Cowardin Class:		Date of Field Trip:	
164.1 acre(s)			Palustrine, forested		Feb 19, 2013	
			<input type="checkbox"/> Office (Desk) Determination			
			<input checked="" type="checkbox"/> Field Determination:			

SUPPORTING DATA: Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: _____
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps _____
- Corps navigable waters' study: _____
- U.S. Geological Survey Hydrologic Atlas:
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite quad name: Lake Charles _____
- USDA Natural Resources Conservation Service Soil Survey. Citation: NRCS wss _____
- National wetlands inventory map(s). Cite name: USFWS nwi _____
- State/Local wetland inventory map(s): _____
- FEMA/FIRM maps: lidar _____
- 100-year Floodplain Elevation is: _____
- Photographs:
 - Aerial (Name & Date): CIR: 98, 04, 08, 10 _____
 - Other (Name & Date): _____
- Previous determination(s). File no. and date of response letter: MVN-2012-02370-SR (2-6-13) _____
- Other information (please specify): _____

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Rose Schumanfeld 3-5-13
 Signature and Date of Regulatory Project Manager
 (REQUIRED)

Brighton Heard by mail dated 10-11-12
 Signature and Date of Person Requesting Preliminary JD
 (REQUIRED, unless obtaining the signature is impracticable)

EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "preconstruction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: Mr. Brighton Heard		File Number: MVN-2012-02519-SR	Date: MAR 26 2013
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
	APPROVED JURISDICTIONAL DETERMINATION	D	
x	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

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APPENDIX C

FINANCIAL ASSURANCE AND LONG-TERM MAINTENANCE AND PROTECTION FUND COST ESTIMATES

Cost Structure for Petit Bois Mitigation Bank - Addendum I	
Site Variables	
Site Acreage (Conservation Servitude)	337.4
Planted Acreage	337.4
Tallow Acreage	72.9
Seedlings (Total)	181521
CFI Plots	17
Perimeter Boundary Miles	3.12
Levee Removal (Feet)	18432

Construction Fund Item Cost	Unit	Unit Cost	Total Cost
Ripping	Acre	\$25.00	\$ 8,435.00
Seedlings and Labor	Tree	\$0.39	\$ 70,793.27
Broadcast Spraying	Acre	\$75.00	\$ 25,305.00
Hydrology Restoration (Spoil Bank Removal)	Feet	\$1.00	\$ 18,432.00
Tallow Clearing	Acre	\$1,250.00	\$ 91,125.00

Establishment Item Cost	Unit	Unit Cost	Total Cost
Invasive Species Control (Spot Treatment)	Acre	\$35.00	\$ 11,809.00
Invasive Species Mobilization	NA	NA	\$ 150.00
Monitoring (Plant Counts)	Acre	\$25.00	\$ 8,435.00
Monitoring (Inspection)	Acre	\$5.00	\$ 1,687.00
Delineation	NA	NA	\$ 10,000.00
CF Monitoring	Plot	\$100	\$ 1,687.00
Boundary Maintenance (10 years)	Mile	\$300.00	\$ 936.00

Long-Term Fund Annual Costs Years 16-50			
Taxes (Annually)	Acre	\$3.00	\$ 1,012.20
Herbivory Control	NA	NA	\$ 1,000.00
Invasive Species Control (Spot Treatment) at 1%	Acre	\$35.00	\$ 118.09
Mobilization	NA	NA	\$ 150.00
Misc			\$ 1,800.00
10-Year Boundary Maintenance (Annualized)	Mile	\$300.00	\$ 93.60
Total			\$ 4,173.89

Financial Assurance (Construction Fund) Year 0				
Time (Year)	Item	Total Cost at Year 0	5-Year Inflationary Adjustment (n/a)	Percent of Cost
			3.2%	
0	Ripping	\$ 8,435.00	\$ 8,435.00	4%
0	Planting (Seedlings and Labor)	\$ 70,793.27	\$ 70,793.27	33%
0	Broadcast Spraying	\$ 25,305.00	\$ 25,305.00	12%
0	Hydrology Restoration	\$ 18,432.00	\$ 18,432.00	9%
0	Tallow Clearing	\$ 91,125.00	\$ 91,125.00	43%
	Total	\$ 214,090.27	\$ 214,090.27	100%
	Total Per Acre	\$ 634.53	\$ 634.53	

Financial Assurance (Establishment Fund) Year 0 to Year 15				
Time (Year)	Item	Total Cost at Year 0	5-Year Inflationary Adjustment	Percent of Cost
			3.2%	
0	Taxes	\$ 1,012.20	\$ 1,012.20	1%
1	Monitoring (Plant Counts)	\$ 8,435.00	\$ 8,435.00	8%
1	Taxes	\$ 1,012.20	\$ 1,012.20	1%
2	Broadcast Spraying	\$ 25,305.00	\$ 25,305.00	25%
2	Taxes	\$ 1,012.20	\$ 1,012.20	1%
3	Monitoring (Plant Counts)	\$ 10,000.00	\$ 10,000.00	10%
3	Taxes	\$ 1,012.20	\$ 1,012.20	1%
4	Broadcast Spraying (50%)	\$ 12,652.50	\$ 12,652.50	12%
4	Monitoring (Inspection)	\$ 1,687.00	\$ 1,687.00	2%
4	Broadcast Spraying (25%)	\$ 6,326.25	\$ 6,326.25	6%
4	Monitoring (Inspection)	\$ 1,687.00	\$ 1,687.00	2%
4	Taxes	\$ 1,012.20	\$ 1,012.20	1%
5	CF Monitoring	\$ 1,687.00	\$ 1,974.76	2%
5	Taxes	\$ 1,012.20	\$ 1,184.85	1%
6	Invasive Species Control (10%)	\$ 1,180.90	\$ 1,382.33	1%
6	Invasive Species Control Mobilization	\$ 150.00	\$ 175.59	0%
6	Taxes	\$ 1,012.20	\$ 1,184.85	1%
7	Invasive Species Control (8%)	\$ 944.72	\$ 1,105.86	1%
7	Invasive Species Control Mobilization	\$ 150.00	\$ 175.59	0%
7	Taxes	\$ 1,012.20	\$ 1,184.85	1%
8	Invasive Species Control (6%)	\$ 708.54	\$ 829.40	1%
8	Invasive Species Control Mobilization	\$ 150.00	\$ 175.59	0%
8	Taxes	\$ 1,012.20	\$ 1,184.85	1%
9	Invasive Species Control (5%)	\$ 590.45	\$ 691.16	1%
9	Invasive Species Control Mobilization	\$ 150.00	\$ 175.59	0%
9	Taxes	\$ 1,012.20	\$ 1,184.85	1%
10	CF Monitoring	\$ 1,687.00	\$ 2,311.60	2%
10	Taxes	\$ 1,012.20	\$ 1,386.96	1%
10	Boundary Maintenance	\$ 936.00	\$ 1,282.55	1%
11	Invasive Species Control (5%)	\$ 590.45	\$ 809.06	1%
11	Invasive Species Mobilization	\$ 150.00	\$ 205.54	0%
11	Taxes	\$ 1,012.20	\$ 1,386.96	1%
12	Invasive Species Control (5%)	\$ 590.45	\$ 809.06	1%
12	Invasive Species Mobilization	\$ 150.00	\$ 205.54	0%
12	Taxes	\$ 1,012.20	\$ 1,386.96	1%
13	Invasive Species Control (3%)	\$ 354.27	\$ 485.44	0%
13	Invasive Species Mobilization	\$ 150.00	\$ 205.54	0%
13	Taxes	\$ 1,012.20	\$ 1,386.96	1%
14	Invasive Species Control (3%)	\$ 354.27	\$ 485.44	0%
14	Invasive Species Mobilization	\$ 150.00	\$ 205.54	0%
14	Taxes	\$ 1,012.20	\$ 1,386.96	1%
15	Invasive Species Control (1%)	\$ 118.09	\$ 189.41	0%
15	Invasive Species Mobilization	\$ 150.00	\$ 240.60	0%
15	CF Monitoring	\$ 1,687.00	\$ 2,705.89	3%
15	Taxes	\$ 1,012.20	\$ 1,623.54	2%
	Total	\$ 95,067.09	\$ 102,463.38	100%
	Total Per Acre	\$ 295.85	\$ 318.87	

Long-Term Maintenance and Protection Fund anticipated to Year 16 to Year 50 for Petit Bois Mitigation Bank - Addendum I

Time (Year)	Item	Total Cost at Year 0	Interest Rate		Total		Per Acre for 1st 75% Credits Sold		Return	
			3.20%		\$125,000		\$ 493.97		4.50%	
			5-Year Inflationary Adjustment		Escrow Account Activity				Investment Earning	
1		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	
2		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 51,125.00	\$ -	\$ 1,125.00	
3		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 78,425.63	\$ -	\$ 2,300.63	
4		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 106,954.78	\$ -	\$ 3,529.15	
5		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 136,767.74	\$ -	\$ 4,812.97	
6		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 142,922.29	\$ -	\$ 6,154.55	
7		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,353.79	\$ -	\$ 6,431.50	
8		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156,074.72	\$ -	\$ 6,720.92	
9		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 163,098.08	\$ -	\$ 7,023.36	
10		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,437.49	\$ -	\$ 7,339.41	
11		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178,107.18	\$ -	\$ 7,669.69	
12		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 186,122.00	\$ -	\$ 8,014.82	
13		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,497.49	\$ -	\$ 8,375.49	
14		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 203,249.88	\$ -	\$ 8,752.39	
15		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,396.12	\$ -	\$ 9,146.24	
16	Annual Cost 16-50	\$ 4,173.89	\$ 6,909.02	\$ (6,909.02)	\$ 215,044.93	\$ -	\$ 9,557.83	\$ -	\$ 9,557.83	
17	Annual Cost 16-50	\$ 4,173.89	\$ 6,909.02	\$ (6,909.02)	\$ 217,812.94	\$ -	\$ 9,677.02	\$ -	\$ 9,677.02	
18	Annual Cost 16-50	\$ 4,173.89	\$ 6,909.02	\$ (6,909.02)	\$ 220,705.51	\$ -	\$ 9,801.58	\$ -	\$ 9,801.58	
19	Annual Cost 16-50	\$ 4,173.89	\$ 6,909.02	\$ (6,909.02)	\$ 223,728.24	\$ -	\$ 9,931.75	\$ -	\$ 9,931.75	
20	Annual Cost 16-50	\$ 4,173.89	\$ 7,836.73	\$ (7,836.73)	\$ 225,959.28	\$ -	\$ 10,067.77	\$ -	\$ 10,067.77	
21	Annual Cost 16-50	\$ 4,173.89	\$ 7,836.73	\$ (7,836.73)	\$ 228,290.72	\$ -	\$ 10,168.17	\$ -	\$ 10,168.17	
22	Annual Cost 16-50	\$ 4,173.89	\$ 7,836.73	\$ (7,836.73)	\$ 230,727.07	\$ -	\$ 10,273.08	\$ -	\$ 10,273.08	
23	Annual Cost 16-50	\$ 4,173.89	\$ 7,836.73	\$ (7,836.73)	\$ 233,273.05	\$ -	\$ 10,382.72	\$ -	\$ 10,382.72	
24	Annual Cost 16-50	\$ 4,173.89	\$ 7,836.73	\$ (7,836.73)	\$ 235,933.61	\$ -	\$ 10,497.29	\$ -	\$ 10,497.29	
25	Annual Cost 16-50	\$ 4,173.89	\$ 9,173.47	\$ (9,173.47)	\$ 237,377.16	\$ -	\$ 10,617.01	\$ -	\$ 10,617.01	
26	Annual Cost 16-50	\$ 4,173.89	\$ 9,173.47	\$ (9,173.47)	\$ 238,885.66	\$ -	\$ 10,681.97	\$ -	\$ 10,681.97	
27	Annual Cost 16-50	\$ 4,173.89	\$ 9,173.47	\$ (9,173.47)	\$ 240,462.05	\$ -	\$ 10,749.85	\$ -	\$ 10,749.85	
28	Annual Cost 16-50	\$ 4,173.89	\$ 9,173.47	\$ (9,173.47)	\$ 242,109.38	\$ -	\$ 10,820.79	\$ -	\$ 10,820.79	
29	Annual Cost 16-50	\$ 4,173.89	\$ 9,173.47	\$ (9,173.47)	\$ 243,830.84	\$ -	\$ 10,894.92	\$ -	\$ 10,894.92	
30	Annual Cost 16-50	\$ 4,173.89	\$ 10,738.21	\$ (10,738.21)	\$ 244,065.01	\$ -	\$ 10,972.39	\$ -	\$ 10,972.39	
31	Annual Cost 16-50	\$ 4,173.89	\$ 10,738.21	\$ (10,738.21)	\$ 244,309.73	\$ -	\$ 10,982.93	\$ -	\$ 10,982.93	
32	Annual Cost 16-50	\$ 4,173.89	\$ 10,738.21	\$ (10,738.21)	\$ 244,565.46	\$ -	\$ 10,993.94	\$ -	\$ 10,993.94	
33	Annual Cost 16-50	\$ 4,173.89	\$ 10,738.21	\$ (10,738.21)	\$ 244,832.69	\$ -	\$ 11,005.45	\$ -	\$ 11,005.45	
34	Annual Cost 16-50	\$ 4,173.89	\$ 10,738.21	\$ (10,738.21)	\$ 245,111.95	\$ -	\$ 11,017.47	\$ -	\$ 11,017.47	
35	Annual Cost 16-50	\$ 4,173.89	\$ 12,569.86	\$ (12,569.86)	\$ 243,572.13	\$ -	\$ 11,030.04	\$ -	\$ 11,030.04	
36	Annual Cost 16-50	\$ 4,173.89	\$ 12,569.86	\$ (12,569.86)	\$ 241,963.02	\$ -	\$ 10,960.75	\$ -	\$ 10,960.75	
37	Annual Cost 16-50	\$ 4,173.89	\$ 12,569.86	\$ (12,569.86)	\$ 240,281.49	\$ -	\$ 10,888.34	\$ -	\$ 10,888.34	
38	Annual Cost 16-50	\$ 4,173.89	\$ 12,569.86	\$ (12,569.86)	\$ 238,524.30	\$ -	\$ 10,812.67	\$ -	\$ 10,812.67	
39	Annual Cost 16-50	\$ 4,173.89	\$ 12,569.86	\$ (12,569.86)	\$ 236,688.04	\$ -	\$ 10,733.59	\$ -	\$ 10,733.59	
40	Annual Cost 16-50	\$ 4,173.89	\$ 14,713.94	\$ (14,713.94)	\$ 232,625.06	\$ -	\$ 10,650.96	\$ -	\$ 10,650.96	
41	Annual Cost 16-50	\$ 4,173.89	\$ 14,713.94	\$ (14,713.94)	\$ 228,379.25	\$ -	\$ 10,468.13	\$ -	\$ 10,468.13	
42	Annual Cost 16-50	\$ 4,173.89	\$ 14,713.94	\$ (14,713.94)	\$ 223,942.38	\$ -	\$ 10,277.07	\$ -	\$ 10,277.07	
43	Annual Cost 16-50	\$ 4,173.89	\$ 14,713.94	\$ (14,713.94)	\$ 219,305.85	\$ -	\$ 10,077.41	\$ -	\$ 10,077.41	
44	Annual Cost 16-50	\$ 4,173.89	\$ 14,713.94	\$ (14,713.94)	\$ 214,460.68	\$ -	\$ 9,868.76	\$ -	\$ 9,868.76	
45	Annual Cost 16-50	\$ 4,173.89	\$ 17,223.74	\$ (17,223.74)	\$ 206,887.67	\$ -	\$ 9,650.73	\$ -	\$ 9,650.73	
46	Annual Cost 16-50	\$ 4,173.89	\$ 17,223.74	\$ (17,223.74)	\$ 198,973.88	\$ -	\$ 9,309.95	\$ -	\$ 9,309.95	
47	Annual Cost 16-50	\$ 4,173.89	\$ 17,223.74	\$ (17,223.74)	\$ 190,703.97	\$ -	\$ 8,953.82	\$ -	\$ 8,953.82	
48	Annual Cost 16-50	\$ 4,173.89	\$ 17,223.74	\$ (17,223.74)	\$ 182,061.91	\$ -	\$ 8,581.68	\$ -	\$ 8,581.68	
49	Annual Cost 16-50	\$ 4,173.89	\$ 17,223.74	\$ (17,223.74)	\$ 173,030.96	\$ -	\$ 8,192.79	\$ -	\$ 8,192.79	
50	Annual Cost 16-50	\$ 4,173.89	\$ 20,161.64	\$ (20,161.64)	\$ 160,655.71	\$ -	\$ 7,786.39	\$ -	\$ 7,786.39	
		\$ 146,086.15	\$ 409,077.40							

APPENDIX D

DRAFT ESCROW AGREEMENT

**ESCROW AGREEMENT
PETIT BOIS WETLANDS MITIGATION BANK
ADDENDUM I
LONG-TERM MAINTENANCE AND PROTECTION FUND**

This Agreement, made this _____ day of _____, 20____, by and between Third Louisiana Resource, LLC (the “Sponsor”), the United States Army Corps of Engineers, New Orleans District (the “CEMVN”), and Capital One Bank (the “Bank”), memorializes the following agreements of the parties,

WITNESSETH THAT:

WHEREAS, on _____, 20____, the Sponsor, the CEMVN and the Interagency Review Team (the “IRT”) entered into an addendum to the Mitigation Banking Instrument (“MBI”) for the Petit Bois Wetlands Mitigation Bank (hereinafter referred to as “Addendum I”) for the purpose of establishing the Petit Bois Wetlands Mitigation Bank, Addendum I (hereinafter referred to as the “Mitigation Bank”);

WHEREAS, pursuant to Addendum I, the Sponsor is required to ensure that sufficient funds are available to assure the maintenance, protection and long-term viability of the Mitigation Bank, which sum was calculated according to the needs and projected costs of the Mitigation Bank;

WHEREAS, the Sponsor, the CEMVN and the IRT have agreed that the required funds should be deposited into an escrow account and held therein in accordance with Addendum I and this Escrow Agreement; and

WHEREAS, the Bank has agreed to serve as depository for the escrow account and to act as Escrow Agent for Sponsor and CEMVN.

NOW, THEREFORE, the parties agree as follows:

1. The Bank is hereby appointed the Escrow Agent for the Sponsor and CEMVN and is designated the depository for the monies delivered to it by the Sponsor pursuant to the aforementioned Addendum I. The Bank shall establish the Petit Wetlands Mitigation Bank, Addendum I Long-Term Maintenance and Protection Fund (hereinafter referred to as the “Escrow Account”), Account No. _____, into which shall be deposited the funds delivered by the Sponsor.

2. In accordance with the provisions of Addendum I, the Sponsor shall incrementally fund the account through credit sales until such time that the Sponsor absolutely and irrevocably delivers to the Bank funds in the amount of \$125,000.00 by the time 75 percent of the total number of credits are sold or upon successful achievement of the Interim Success Criteria, whichever occurs first, in accordance with Section VIII of Addendum I.

3. The funds held in the Escrow Account shall earn interest at a rate as the Bank and the Sponsor may mutually agree. To the extent the Sponsor authorizes the Bank to invest the funds in any instrument other than an interest-bearing account, savings certificate, or certificate of

deposit of the Bank itself, such investment shall be only in direct obligations of the United States of America, in obligations of agencies or insurers that are guaranteed by the United States of America, or in a money market mutual fund consisting solely of such obligations. Interest on the funds deposited shall accrue and become a part of the Mitigation Bank's assets and shall only be released to the Sponsor or Long-Term Steward for the direct benefit of the Mitigation Bank upon approval by CEMVN.

4. It is understood and agreed that no monies other than accrued interest will be released by Escrow Agent from the Escrow Account unless it receives a written approval for the disbursement from CEMVN.

5. The Sponsor shall only request the Escrow Agent to disburse funds deposited in the Escrow Account for the benefit of the Mitigation Bank. Expenditures benefitting the Mitigation Bank include, but are not limited to, operation, maintenance, rehabilitation, reconstruction and restoration of the Mitigation Bank. A written demand for withdrawal shall be made to the Bank by the Sponsor or his designee, with a copy of said demand provided by Sponsor to the CEMVN. After receiving written approval from the CEMVN for the requested disbursement, the Escrow Agent shall release the amount requested within ten days of such approval, provided the amount does not exceed the balance available in the Escrow Account. The Escrow Agent agrees that it shall only honor requests for disbursements made in writing and approved in writing by the CEMVN. All payments shall be in the form of bank drafts payable to the Sponsor or to such other party as designated by CEMVN pursuant to paragraph 6 or 7 of this Agreement and shall be mailed or otherwise delivered to the Sponsor or to CEMVN's designate as specified below in paragraph 11.

6. In the event the IRT determines that the Mitigation Bank has failed to reach its performance milestones as set forth in Addendum I or the MBI or that the Sponsor is non-compliant with or is in default of its obligations under Addendum I or the MBI, CEMVN may direct the Bank to release such amount of the principal as it determines appropriate to correct the deficiencies to a stand-by trust or to a third party as designated by CEMVN. If a stand-by trust is designated, the release of funds shall be directly into the stand-by trust fund for distribution by the CEMVN-designated trustee in accordance with instructions by the CEMVN.

7. In the event of a natural disaster or other catastrophic event, CEMVN, after consultation with the IRT, may direct the release of such amount of the principal as it determines appropriate to restore, reconstruct, and/or rehabilitate the Mitigation Bank to the Sponsor or to a third party as designated by CEMVN.

8. The fee to be paid to the Bank for the services provided hereunder shall be as the Bank and the Sponsor may mutually agree. The Bank's fee may be paid out of the interest generated from the Escrow Account. The Bank shall have no right to deduct monies from the principal escrow sum to pay for its services unless the accumulated interest fails to cover Bank fees. The Bank shall provide the CEMVN with 60-day notice prior to any deduction from principal. The CEMVN shall not be responsible for any costs attributable to the establishment, maintenance, administration, or any other aspect of the Escrow Account.

9. Account statements shall be rendered by the Bank to the Sponsor and the CEMVN once monthly and shall show deposits, disbursements, accrued interest, released interest, fees, balances and the corresponding dates of each.

10. It is understood and agreed that the Bank shall have no responsibility to ascertain the terms or conditions of any provision of the aforementioned Addendum I between the Sponsor, the CEMVN and the IRT. It is further understood and agreed that if any controversy arises between the CEMVN and the Sponsor, or with any other party with respect to the subject matter of this Agreement, the Bank is entitled to initiate a concursus or similar proceeding and with notice to Sponsor and to CEMVN to deposit into the registry of any court of competent jurisdiction all money or property held by it under the terms of this Agreement and to file with such court any legal pleadings it deems appropriate, and immediately thereon, it shall be discharged from all duties and responsibilities hereunder.

11. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to the Sponsor:

Third Louisiana Resource, LLC
412 N Fourth St., Suite 300
Baton Rouge, LA 70801
Attn: Mr. Elliott M. Bouillion

If to the CEMVN:

U.S. Army Corps of Engineers
New Orleans District
CEMVN-OD-S
Post Office Box 60267
New Orleans, LA 70160-0267
Attn: Mr. Martin Mayer

If to the Bank:

Capital One Bank
440 Third Street
Baton Rouge, LA 70802
Attn: Mr. Ric Kearny

12. Nothing in this Agreement shall be considered as vesting title in the Bank to the funds deposited or interest accrued thereon, except as Trustee for the Sponsor and the CEMVN for the purposes set forth herein. Title to said funds shall not vest in the CEMVN at any time.

13. This Agreement shall take effect upon the initial deposit of funds into the Escrow Account by the Sponsor and shall continue in full force in perpetuity or until written notice of termination is provided by the Sponsor and approved in writing by the CEMVN. Upon receipt of a signed termination notice and written CEMVN approval thereof, the Bank shall complete a final accounting as required under paragraph 9 of this Agreement and shall pay over any

remaining balance to the Sponsor or his designee for the continued benefit of the Mitigation Bank.

14. This Agreement may not be amended, except by written modification signed by all parties hereto.

15. Any modification, amendment, revocation or termination of this document requires that the Bank send a 120-day advance notice with the proposed modification, amendment, termination or revocation to the CEMVN.

16. This Escrow Agreement may be executed in multiple counterpart originals, each of which shall constitute one and the same instrument, provided that each of the parties hereto signs at least one of the counterpart originals.

IN WITNESS WHEREOF, the Sponsor, the CEMVN, and the Bank have executed this Agreement on the date(s) herein below written.

Sponsor, Third Louisiana Resource, LLC

ATTEST: _____

Print Name: _____

Title: _____

Date: _____

U.S. Army Corps of Engineers, New Orleans District

ATTEST: _____

Print Name: _____

Title: _____

Date: _____

Escrow Agent, Capital One Bank

ATTEST: _____

Print Name: _____

Title: _____

Date: _____

**ESCROW AGREEMENT
PETIT BOIS MITIGATION BANK
ADDENDUM I
CONSTRUCTION AND ESTABLISHMENT FUND**

This Agreement, made this _____ day of _____, 20____, by and between Third Louisiana Resource, LLC (the “Sponsor”), the United States Army Corps of Engineers, New Orleans District (the “CEMVN”), and Capital One Bank (the “Bank”), memorializes the following agreements of the parties,

WITNESSETH THAT:

WHEREAS, on _____, 20____, the Sponsor, the CEMVN and the Interagency Review Team (the “IRT”) entered into an addendum to the Mitigation Banking Instrument (“MBI”) for the Petit Bois Mitigation Bank (hereinafter referred to as “Addendum I”) for the purpose of establishing the Petit Bois Mitigation Bank, Addendum I (hereinafter referred to as the “Mitigation Bank”);

WHEREAS, pursuant to Addendum I, the Sponsor is required to ensure that sufficient funds are available to assure the construction, establishment, completion and long-term viability of the Mitigation Bank, which sum was calculated according to the needs and projected costs of the Mitigation Bank;

WHEREAS, the Sponsor, the CEMVN and the IRT have agreed that the required funds should be deposited into an escrow account and held therein in accordance with Addendum I and this Escrow Agreement; and

WHEREAS, the Bank has agreed to serve as depository for the escrow account and to act as Escrow Agent for Sponsor and CEMVN.

NOW, THEREFORE, the parties agree as follows:

1. The Bank is hereby appointed the Escrow Agent for the Sponsor and CEMVN and is designated the depository for the monies delivered to it by the Sponsor pursuant to the aforementioned Instrument. The Bank shall establish the Petit Bois Mitigation Bank, Addendum I Construction and Establishment Fund (hereinafter referred to as the “Escrow Account”), Account No. _____, into which shall be deposited the funds delivered by the Sponsor.

2. In accordance with the provisions of the Instrument, the Sponsor shall absolutely and irrevocably deliver to the Bank funds in the amount of \$316,554.00 in accordance with Section IV of Addendum I. This amount represents the sum of \$214,090.62 allocable to the Construction Fund portion of the account and the sum of \$102,463.38 allocable to the Establishment Fund portion of the account.

3. The funds held in the Escrow Account shall earn interest at a rate as the Bank and the Sponsor may mutually agree. To the extent the Sponsor authorizes the Bank to invest the funds in any instrument other than an interest-bearing account, savings certificate, or certificate of

deposit of the Bank itself, such investment shall be only in direct obligations of the United States of America, in obligations of agencies or insurers that are guaranteed by the United States of America, or in a money market mutual fund consisting solely of such obligations. Interest on the funds deposited shall accrue and belong to the Sponsor and shall be released to Sponsor on such terms and at such intervals as Bank and Sponsor agree.

4. It is understood and agreed that no monies other than accrued interest will be released by Escrow Agent from the Escrow Account unless it receives a written approval for the disbursement from CEMVN.

5. The Sponsor shall only request the Escrow Agent to disburse funds deposited in the Escrow Account for the benefit of the Mitigation Bank as outlined in paragraph 6. Expenditures benefitting the Mitigation Bank include, but are not limited to, establishment, operation, maintenance, rehabilitation, reconstruction and restoration of the Mitigation Bank. A written demand for withdrawal shall be made to the Bank by the Sponsor or his designee, with a copy of said demand provided by Sponsor to the CEMVN. After receiving written approval from the CEMVN for the requested disbursement, the Escrow Agent shall release the amount requested within ten days of such approval, provided the amount does not exceed the balance available in the Escrow Account. The Escrow Agent agrees that it shall only honor requests for disbursements made in writing and approved in writing by the CEMVN. All payments shall be in the form of bank drafts payable to the Sponsor or to such other party as designated by CEMVN pursuant to paragraph 7 or 8 of this Agreement and shall be mailed or otherwise delivered to the Sponsor or to CEMVN's designate as specified below in paragraph 12.

6. The Sponsor, with written approval from CEMVN, may request the Escrow Agent to disburse funds deposited in the Escrow Account as certain performance milestones are met and success criteria are achieved in accordance with the following schedule:

That portion of the account allocable to the Construction Fund, \$214,090.62, will be phased out in a single transaction. Upon verification by the IRT that those items described in Section III of the Addendum have been accomplished, CEMVN, acting on behalf of the IRT, shall advise the provider of the financial assurance to release 100 percent (\$214,090.62) of the Construction Fund portion of the account.

That portion of the account allocable to the Establishment Fund, \$102,463.38, will be phased out as milestones are met and success criteria are achieved in accordance with the following schedule:

- a. Upon verification by the IRT that the Initial Success Criteria have been attained, the CEMVN, acting on behalf of the IRT, shall advise the provider of the financial assurance to release 40 percent (\$40,985.35) of the financial assurance amount;*
- b. Upon submittal of the Year 2 monitoring report described in the Phase I MBI (Section VIII.B), the CEMVN, acting on behalf of the IRT, shall advise the provider of the financial assurance to release 50 percent (\$51,231.69) of the financial assurance amount;*

- c. *Upon verification by the IRT that the Interim Success Criteria have been attained, the CEMVN, acting on behalf of the IRT, shall advise the provider of the financial assurance to release the remaining 10 percent (\$10,246.34) of the original financial assurance amount;*

7. In the event the IRT determines that the Mitigation Bank has failed to reach its performance milestones as set forth in Addendum I or the MBI or that the Sponsor is non-compliant with or is in default of its obligations under the Addendum I or the MBI, CEMVN may direct the Bank to release such amount of the principal as it determines appropriate to correct the deficiencies to a stand-by trust or to a third party as designated by CEMVN. If a stand-by trust is designated, the release of funds shall be directly into the stand-by trust fund for distribution by the CEMVN-designated trustee in accordance with instructions by the CEMVN.

8. In the event of a natural disaster or other catastrophic event, CEMVN, after consultation with the IRT, may direct the release of such amount of the principal as it determines appropriate to restore, reconstruct, and/or rehabilitate the Mitigation Bank to the Sponsor or to a third party as designated by CEMVN.

9. The fee to be paid to the Bank for the services provided hereunder shall be as the Bank and the Sponsor may mutually agree. The Bank's fee may be paid out of the interest generated from the Escrow Account. The Bank shall have no right to deduct monies from the principal escrow sum to pay for its services unless the accumulated interest fails to cover Bank fees. The Bank shall provide the CEMVN with 60-day notice prior to any deduction from principal. The CEMVN shall not be responsible for any costs attributable to the establishment, maintenance, administration, or any other aspect of the Escrow Account.

10. Account statements shall be rendered by the Bank to the Sponsor and the CEMVN once monthly and shall show deposits, disbursements, accrued interest, released interest, fees, balances and the corresponding dates of each.

11. It is understood and agreed that the bank shall have no responsibility to ascertain the terms or conditions of any provision of the aforementioned Addendum I between the Sponsor, the CEMVN and the IRT. It is further understood and agreed that if any controversy arises between the CEMVN and the Sponsor, or with any other party with respect to the subject matter of this Agreement, the Bank is entitled to initiate a concursus or similar proceeding and with notice to Sponsor and to CEMVN to deposit into the registry of any court of competent jurisdiction all money or property held by it under the terms of this Agreement and to file with such court any legal pleadings it deems appropriate, and immediately thereon, it shall be discharged from all duties and responsibilities hereunder.

12. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to the Sponsor:

Third Louisiana Resource, LLC
412 N Fourth St., Suite 300
Baton Rouge, Louisiana 70801
Attn: Mr. Elliott M. Bouillion

If to the CEMVN:

U.S. Army Corps of Engineers
New Orleans District
CEMVN-OD-S
Post Office Box 60267
New Orleans, LA 70160-0267
Attn: Mr. Martin Mayer

If to the Bank:

Capital One Bank
Attn: Mr. Ric Kearny
404 Third Street
Baton Rouge, Louisiana 70802

13. Nothing in this Agreement shall be considered as vesting title in the Bank to the funds deposited or interest accrued thereon, except as Trustee for the Sponsor and the CEMVN for the purposes set forth herein. Title to said funds shall not vest in the CEMVN at any time.

14. This Agreement shall take effect upon the initial deposit of funds into the Escrow Account by the Sponsor and shall continue in full force in perpetuity or until written notice of termination is provided by the Sponsor and approved in writing by the CEMVN. Upon receipt of a signed termination notice and written CEMVN approval thereof, the Bank shall complete a final accounting as required under paragraph 10 of this Agreement and shall pay over any remaining balance to the Sponsor or his designee for the continued benefit of the Mitigation Bank.

15. This Agreement may not be amended, except by written modification signed by all parties hereto.

16. Any modification, amendment, revocation or termination of this document requires that the Bank send a 120-day advance notice with the proposed modification, amendment, termination or revocation to the CEMVN.

17. This Escrow Agreement may be executed in multiple counterpart originals, each of which shall constitute one and the same instrument, provided that each of the parties hereto signs at least one of the counterpart originals.

IN WITNESS WHEREOF, the Sponsor, the CEMVN, and the Bank have executed this Agreement on the date(s) herein below written.

Sponsor, Third Louisiana Resource, LLC

ATTEST: _____

Print Name: _____

Title: _____

Date: _____

U.S. Army Corps of Engineers, New Orleans District

ATTEST: _____

Print Name: _____

Title: _____

Date: _____

Escrow Agent, Capital One Bank

ATTEST: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX E

CREDIT CALCULATIONS

Table 2B: Proposed Restoration/Enhancement Mitigation Worksheet

Mitigation Project Name: Petit Bois Mitigation Bank - Addendum I

Mitigation Project Size (Acres) Include Wetlands,

Non-wetlands and Buffer Areas: 361.1

Mitigation Project HUC: 08080206

Mitigation Project Basin: Calcasieu

Impacted HUC: (HUC)

Mitigation Project in the same basin as the impact: Yes

Proximity Factor: 1.0

	Factors	Area 1	Area 2	Area 3	Area 4	Area 5
Net Improvement	Mitigation Type	Re-establishment I	Rehabilitation I	(Select an Option)	(Select an Option)	(Select an Option)
	Maintenance/ Management Requirement	Self-Sustaining	Self-Sustaining	(Select an Option)	(Select an Option)	(Select an Option)
	Control	Conservation Servitude	Conservation Servitu	(Select an Option)	(Select an Option)	(Select an Option)
	Temporal Lag	Over 20	Over 20	(Select an Option)	(Select an Option)	(Select an Option)
	Credit Schedule	Schedule 1	Schedule 1	(Select an Option)	(Select an Option)	(Select an Option)
	Kind	(Select an Option)	(Select an Option)	(Select an Option)	(Select an Option)	(Select an Option)
	Location	(Select an Option)	(Select an Option)	(Select an Option)	(Select an Option)	(Select an Option)
Negative Influences on the mitigation site	Commercial/Residential Development	No Impact	No Impact	No Impact	No Impact	No Impact
	Oil & gas activities	No Impact	No Impact	No Impact	No Impact	No Impact
	Size	Category 1	Category 1	Category 1	Category 1	Category 1
	Corridors	No Impact	No Impact	No Impact	No Impact	No Impact

Table 2B: Proposed Restoration/Enhancement Mitigation Worksheet

Mitigation Project Name:

Petit Bois Mitigation Bank - Addendum I

Factors	Area 1	Area 2	Area 3	Area 4	Area 5	
Net Improvement	Mitigation Type * Maintenance/ Management Requirement	4.0	3.0	0.0	0.0	0.0
	Control	0.4	0.4	0.0	0.0	0.0
	Temporal Lag	-0.3	-0.3	0.0	0.0	0.0
	Credit Schedule	0.4	0.4	0.0	0.0	0.0
	Kind	0.0	0.0	0.0	0.0	0.0
	Location	0.0	0.0	0.0	0.0	0.0
	Subtotal	4.5	3.5	0.0	0.0	0.0
Negative Influences on the mitigation site	Commercial/Residential Development	0.0	0.0	0.0	0.0	0.0
	Oil & gas activities	0.0	0.0	0.0	0.0	0.0
	Size	0.0	0.0	0.0	0.0	0.0
	Utility Corridors	0.0	0.0	0.0	0.0	0.0
	Sum of negative impacts	0.0	0.0	0.0	0.0	0.0
	Sum of m Factors	4.5	3.5	0.0	0.0	0.0
	Size of Area (Acres)	250.0	87.4	0.0	0.0	0.0
	M × A=	1125.0	305.9	0.0	0.0	0.0
Acreage required for Permittee-responsible Mitigation project using required credits calculated in Adverse impact Worksheet.		0.0	0.0	0.0	0.0	0.0
Total Restoration/Enhancement Credits = $\sum (M \times A) =$					1430.9	
Total Available including buffers					1430.9	
Average Credit Per Acre =					4.2	

	Buffers	Non-hydric inclusions	Hydric Inclusions
Credits per acre (M)	0.2	0.4	0.6
Size in Acres (A)		0.0	0.0
M × A =	0.0	0.0	0.0
Credits added to bank =			0.0

MVN Permit Number: 0

Table 1: Adverse Impacts Worksheet*General Comments*

Factor	Comment
Priority Category	
Existing Habitat Condition	
Existing Hydrologic Condition	
Duration	
Dominant Impact	
Cumulative Impact	

Mitigation Project Name: Petit Bois Mitigation Bank - Addendum I**Table 2B: Proposed Restoration/Enhancement Mitigation Worksheet***General Comments*

	Factor	Comment
Net Improvement	Mitigation Type	Original PBMB site received Re-Establishment I and Rehabilitation I as well, in the presence of the same hydrologic conditions and plan present on the Addendum I Site.
	Maintenance/ Management Requirement	Site will be Self-Sustaining
	Control	Conservation Servitude will be filed
	Temporal Lag	All Forested - +20 years
	Credit Schedule	Schedule 1 - Bank
	Kind	TBD per project
	Location	TBD per project
Negative Influences on the mitigation site	Commercial/Residential Development	none present on/near site
	Oil & gas activities	none present on site
	Size	combined with original PBMB tract, equals over 850 acres of wetlands
	Corridors	none present on site

APPENDIX F

LEGAL DESCRIPTION

Petit Bois Mitigation Bank - Addendum One

The legal description of the conservation servitude is as follows:

Commencing at a point being the southwest corner of T12S, R08W, Section 4 (herein defined as X = 2,691,498.65, Y = 563,895.73, Louisiana State Plane South NAD 83, US survey feet), thence N 00° 24' 09.92" E for a distance of 358.83' to a point being the "Point of Beginning";

Point of Beginning: North: 564254.55' East: 2691501.17'

Segment #1: Line

Course: N00° 24' 12.08"E Length: 2660.626'

North: 566915.1099' East: 2691519.9008'

Segment #2: Line

Course: S89° 43' 13.62"E Length: 5042.313'

North: 566890.5082' East: 2696562.1535'

Segment #3: Line

Course: S49° 46' 33.84"E Length: 447.509'

North: 566601.5172' East: 2696903.8385'

Segment #4: Line

Course: S01° 59' 18.21"E Length: 2731.772'

North: 563871.3901' East: 2696998.6228'

Segment #5: Line

Course: N89° 36' 00.00"W Length: 162.846'

North: 563872.5270' East: 2696835.7804'

Segment #6: Line

Course: S00° 34' 55.25"W Length: 122.714'

North: 563749.8196' East: 2696834.5339'

Segment #7: Line

Course: N84° 08' 06.51"W Length: 672.065'

North: 563818.4928' East: 2696165.9866'

Segment #8: Line

Course: N74° 23' 22.24"W Length: 54.739'

North: 563833.2228' East: 2696113.2668'

Segment #9: Line

Course: S86° 40' 42.77"W Length: 82.285'

North: 563828.4554' East: 2696031.1197'

Segment #10: Line

Course: N84° 09' 37.71"W Length: 173.172'

North: 563846.0744' East: 2695858.8460'

Segment #11: Line

Course: N84° 59' 00.90"W Length: 790.142'
North: 563915.1654' East: 2695071.7300'

Segment #12: Line

Course: N84° 32' 24.89"W Length: 381.514'
North: 563951.4651' East: 2694691.9474'

Segment #13: Line

Course: N84° 37' 27.67"W Length: 342.151'
North: 563983.5195' East: 2694351.3015'

Segment #14: Line

Course: N84° 59' 47.56"W Length: 583.853'
North: 564034.4407' East: 2693769.6736'

Segment #15: Line

Course: N84° 27' 28.90"W Length: 2279.156'
North: 564254.5501' East: 2691501.1706'

to a point being the "Point of Beginning", containing 361.1 acres as shown on a plat created by Resource Environmental Solutions, LLC.

APPENDIX G

DRAFT CONSERVATION SERVITUDE

CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CAMERON

BE IT KNOWN, that on this _____ day of _____, 20___, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared _____ of Third Louisiana Resource, LLC, who, after being duly sworn by me, Notary Public, did depose and state that he is the duly authorized representative of Third Louisiana Resource, LLC, and that said Limited Liability Company, is a business licensed and located in the State of Louisiana, whose mailing address is 412 N Fourth St., Suite 300, Baton Rouge, Louisiana 70801 (hereinafter “GRANTOR”), and who declares:

1. That GRANTOR, in consideration of the mutual benefits to be derived in the establishment of the Petit Bois Mitigation Bank Addendum I and pursuant to La.R.S. 9:1271 et seq., does by these presents, grant, transfer, convey and deliver unto GRANTEE, Louisiana Land Conservancy, (hereinafter “HOLDER”) represented herein by its duly authorized representative, _____, whose mailing address is 7667 Denham Drive, Denham Springs, LA 70726, with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTOR has or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the property whose legal description is attached hereto as Exhibit A (hereinafter the “PROPERTY”).
2. GRANTOR warrants that it owns the PROPERTY in fee simple and that said PROPERTY is free from any mortgage, lien, judgment or encumbrance that will or may conflict with the purposes of this CONSERVATION SERVITUDE.
3. HOLDER is qualified to hold this CONSERVATION SERVITUDE by virtue of being a non-profit corporation or trust, the purposes or powers of which include:
 - 1) retaining or protecting the natural, scenic, or open-space values of immovable property;
 - 2) assuring the availability of immovable property for agricultural, forest, recreational or open-space use;
 - 3) protecting natural resources;
 - 4) maintaining or enhancing air or water quality; or
 - 5) preserving the historical, archaeological or cultural aspects of unimproved immovable property.
4. Except as provided in the Mitigation Banking Instrument establishing the Petit Bois Mitigation Bank Addendum I, a copy of which is attached hereto as Exhibit B and made a part hereof, the PROPERTY is henceforth set aside and reserved in its natural state, and GRANTOR will take no action or allow any action which diminishes the PROPERTY’S natural state or convert it to another use. Actions prohibited on the PROPERTY pursuant to this CONSERVATION SERVITUDE include, but are not limited to:

- A. construction of any structure or structures on said PROPERTY;
 - B. cutting, burning, removal or destruction of vegetation (including trees) on said PROPERTY except in accordance with the terms specified in the Mitigation Banking Instrument, and permits which may be required from the U.S. Army Corps of Engineers, New Orleans District (hereafter "CEMVN") at the time the cutting is proposed;
 - C. placing of any material or objects on said PROPERTY;
 - D. building of roads, trails or paths on said PROPERTY;
 - E. changing the elevation of or contours of said PROPERTY;
 - F. pumping, draining or causing said PROPERTY to be drained;
 - G. placing, filling, storing, or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other such items on the PROPERTY;
 - H. mechanized land clearing;
 - I. deposition of soil, shell, rock or other fill on the PROPERTY without written authorization from the U.S. Army Corps of Engineers, New Orleans District;
 - J. grazing of animals on said PROPERTY;
 - K. allowing commercial, industrial or agricultural activities on said PROPERTY; or
 - L. any other activity inconsistent with preserving said PROPERTY'S natural state, flora, fauna and/or wetland character.
5. No later than December 31 of each calendar year, the HOLDER shall inspect the property and provide to the U.S. Army Corps of Engineers a statement regarding compliance with the requirements of Section 4 indicating the dates and extent of the inspection(s) conducted.
 6. Neither the PROPERTY nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Servitude for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Servitude shall be transferred to any other lands pursuant to a transferable development rights, scheme cluster development arrangement or otherwise. The PROPERTY shall not be divided, partitioned, subdivided or conveyed except in its current configuration in its entirety.
 7. The U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and Louisiana Department of Wildlife & Fisheries and all other agencies that are a party to the attached Mitigation Banking Instrument (Exhibit B) are granted third party rights of enforcement.
 8. HOLDER and those with third party rights of enforcement shall have the right to enter and go upon the PROPERTY for purposes of inspection, verifying compliance with this CONSERVATION SERVITUDE, and to enforce the provisions of this CONSERVATION SERVITUDE. GRANTOR retains a right of entry to the PROPERTY to perform site preparation, planting, routine maintenance, restoration, reconstruction or other activities authorized by the attached Mitigation Banking Instrument (Exhibit B). No right of access or entry by the general public to any portion of the property is conveyed by this CONSERVATION SERVITUDE.
 9. Should GRANTOR, its heirs and assigns, and all subsequent owners, purchasers, lessees, grantees, and licensees fail to comply with the requirements of this CONSERVATION

SERVITUDE, HOLDER and those with third party rights of enforcement may undertake legal proceedings to insure compliance. Among other relief, HOLDER and those with third party rights of enforcement may seek the complete restoration of any breach of this CONSERVATION SERVITUDE. Breaches of this CONSERVATION SERVITUDE may be actionable without notice. The costs of correcting a breach or costs of restoration, including expenses, court costs and attorneys' fees, shall be paid by the GRANTOR or its heirs and assigns, and all subsequent owners, purchasers, lessees, grantees, and licensees. Enforcement shall be at the discretion of the HOLDER and those with third party rights of enforcement, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to and shall not limit enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

10. Modification of this document is permissible, subject to notice and final approval by the U.S. Army Corps of Engineers, New Orleans District. Any modification to this document, or to the rights and obligations created under this agreement, requires GRANTOR to provide to the U.S. Army Corps of Engineers, New Orleans District, whose address is P.O. Box 60267 New Orleans, Louisiana 70160-0267, at least 60-day notice of any proposed modification for the district engineer's approval.
11. Upon incapacity, death, disqualification or expiration of the HOLDER, GRANTOR agrees to affirmatively modify this instrument by appointing a replacement HOLDER, subject to the qualifications required by La. R.S. 9:1271. Appointment of a replacement HOLDER requires a 60-day advance notice to be provided to the U.S. Army Corps of Engineers, New Orleans District and subsequent approval by the same of the proposed new HOLDER as directed in Paragraph 10, above.
12. This CONSERVATION SERVITUDE is transferable, but only to a HOLDER qualified pursuant to La. R.S. 9:1271. Transfer of this CONSERVATION SERVITUDE is only permissible following 60-day advance notice to the U.S. Army Corps of Engineers, New Orleans District and approval by the same of the proposed transfer, as directed in Paragraph 10, above.
13. This CONSERVATION SERVITUDE is binding in perpetuity on GRANTOR, its heirs and assigns, and all subsequent owners, purchasers, lessees, grantees, and licensees.
14. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties hereto have signed, executed and acknowledged this instrument as their free and voluntary acts, in multiple originals, in the presence of the undersigned competent witness, and me, Notary Public, on this _____ day of _____, 20__ , at _____, _____.

(City) (State)

GRANTOR

Third Louisiana Resource, LLC

WITNESSES:

Print name:

Print name:

NOTARY PUBLIC
My commission expires: _____.

IN TESTIMONY WHEREOF, the parties hereto have signed, executed and acknowledged this instrument as their free and voluntary acts, in multiple originals, in the presence of the undersigned competent witness, and me, Notary Public, on this _____ day of _____, 20__ , at _____, _____.

(City) (State)

GRANTEE, Louisiana Land Conservancy, by:

Leonard McCauley
President

WITNESSES:

Print name:

BY:

Print name:

NOTARY PUBLIC
My commission expires: _____.

Exhibit "A"

Petit Bois Mitigation Bank - Addendum One Conservation Servitude Legal Description

The legal description of the conservation servitude is as follows:

Commencing at a point being the southwest corner of T12S, R08W, Section 4 (herein defined as X = 2,691,498.65, Y = 563,895.73, Louisiana State Plane South NAD 83, US survey feet), thence N 00° 24' 09.92" E for a distance of 358.83' to a point being the "Point of Beginning";

Point of Beginning: North: 564254.55' East: 2691501.17'

Segment #1: Line

Course: N00° 24' 12.08"E Length: 2660.626'

North: 566915.1099' East: 2691519.9008'

Segment #2: Line

Course: S89° 43' 13.62"E Length: 5042.313'

North: 566890.5082' East: 2696562.1535'

Segment #3: Line

Course: S49° 46' 33.84"E Length: 447.509'

North: 566601.5172' East: 2696903.8385'

Segment #4: Line

Course: S01° 59' 18.21"E Length: 2731.772'

North: 563871.3901' East: 2696998.6228'

Segment #5: Line

Course: N89° 36' 00.00"W Length: 162.846'

North: 563872.5270' East: 2696835.7804'

Segment #6: Line

Course: S00° 34' 55.25"W Length: 122.714'

North: 563749.8196' East: 2696834.5339'

Segment #7: Line

Course: N84° 08' 06.51"W Length: 672.065'

North: 563818.4928' East: 2696165.9866'

Segment #8: Line

Course: N74° 23' 22.24"W Length: 54.739'

North: 563833.2228' East: 2696113.2668'

Segment #9: Line

Course: S86° 40' 42.77"W Length: 82.285'

North: 563828.4554' East: 2696031.1197'

Segment #10: Line

Course: N84° 09' 37.71"W Length: 173.172'

North: 563846.0744' East: 2695858.8460'

Segment #11: Line

Course: N84° 59' 00.90"W Length: 790.142'
North: 563915.1654' East: 2695071.7300'

Segment #12: Line

Course: N84° 32' 24.89"W Length: 381.514'
North: 563951.4651' East: 2694691.9474'

Segment #13: Line

Course: N84° 37' 27.67"W Length: 342.151'
North: 563983.5195' East: 2694351.3015'

Segment #14: Line

Course: N84° 59' 47.56"W Length: 583.853'
North: 564034.4407' East: 2693769.6736'

Segment #15: Line

Course: N84° 27' 28.90"W Length: 2279.156'
North: 564254.5501' East: 2691501.1706'

to a point being the "Point of Beginning", containing 361.1 acres as shown on a plat created by Resource Environmental Solutions, LLC.

**Petit Bois Mitigation Bank - Addendum One
Less & Except Legal Description**

The legal description of the less & except area is as follows:

Commencing at a point being the southwest corner of T12S, R08W, Section 4 (herein defined as

X = 2,691,498.65, Y = 563,895.73, Louisiana State Plane South NAD 83, US survey feet), thence N 00° 24' 09.92" E for a distance of 358.83' to a point being the "Point of Beginning";

Point of Beginning: North: 564254.55' East: 2691501.17'

Segment #1: Line

Course: N00° 28' 34.64"E Length: 104.532'
North: 564359.0789' East: 2691502.0395'

Segment #2: Line

Course: S85° 09' 11.07"E Length: 4457.557'
North: 563982.4423' East: 2695943.6562'

Segment #3: Line

Course: N45° 23' 40.53"W Length: 140.693'
North: 564081.2397' East: 2695843.4885'

Segment #4: Curve

Length: 136.260' Radius: 302.007'
Delta: 025.8509 (d) Tangent: 69.310'
Chord: 135.108' Course: N32° 28' 08.93"W
Course In: N44° 36' 19.47"E Course Out: S70° 27' 22.66"W
RP North: 564296.2564' East: 2696055.5638'
End North: 564195.2273' East: 2695770.9567'

Segment #5: Line

Course: N14° 16' 19.92"W Length: 118.718'
North: 564310.2809' East: 2695741.6893'

Segment #6: Curve

Length: 192.626' Radius: 639.595'
Delta: 017.2557 (d) Tangent: 97.048'
Chord: 191.899' Course: N05° 38' 39.67"W
Course In: N75° 43' 40.08"E Course Out: N87° 00' 59.42"W
RP North: 564467.9594' East: 2696361.5432'
End North: 564501.2492' East: 2695722.8155'

Segment #7: Line

Course: N00° 26' 47.68"W Length: 139.310'
North: 564640.5549' East: 2695721.7297'

Segment #8: Curve

Length: 299.602' Radius: 1162.061'
Delta: 014.7720 (d) Tangent: 150.636'
Chord: 298.773' Course: N06° 56' 21.85"E
Course In: N89° 33' 12.32"E Course Out: N75° 40' 28.62"W
RP North: 564649.6122' East: 2696883.7550'
End North: 564937.1388' East: 2695757.8272'

Segment #9: Line

Course: N10° 14' 59.12"E Length: 88.381'
North: 565024.1095' East: 2695773.5537'

Segment #10: Curve

Length: 158.070' Radius: 391.256'
Delta: 023.1479 (d) Tangent: 80.128'
Chord: 156.998' Course: N01° 19' 27.18"W
Course In: N79° 45' 00.88"W Course Out: N77° 06' 06.52"E
RP North: 565093.7294' East: 2695388.5416'
End North: 565181.0653' East: 2695769.9255'

Segment #11: Line

Course: N14° 27' 37.28"W Length: 143.223'
North: 565319.7510' East: 2695734.1613'

Segment #12: Line

Course: N20° 44' 39.36"W Length: 227.192'
North: 565532.2139' East: 2695653.6906'

Segment #13: Line

Course: N23° 05' 02.47"W Length: 376.097'
North: 565878.1971' East: 2695506.2303'

Segment #14: Curve

Length: 103.944' Radius: 488.298'
Delta: 012.1965 (d) Tangent: 52.169'

Chord: 103.748' Course: N29° 10' 56.21"W
Course In: S66° 54' 57.53"W Course Out: N54° 43' 10.05"E
RP North: 565686.7451' East: 2695057.0303'
End North: 565968.7762' East: 2695455.6441'

Segment #15: Line

Course: N36° 46' 14.02"W Length: 121.309'
North: 566065.9496' East: 2695383.0269'

Segment #16: Curve

Length: 128.894' Radius: 770.181'
Delta: 009.5888 (d) Tangent: 64.598'
Chord: 128.744' Course: N31° 58' 34.25"W
Course In: N53° 13' 45.98"E Course Out: S62° 49' 05.52"W
RP North: 566526.9895' East: 2695999.9722'
End North: 566175.1588' East: 2695314.8486'

Segment #17: Line

Course: N28° 56' 02.33"W Length: 226.999'
North: 566373.8237' East: 2695205.0259'

Segment #18: Line

Course: N29° 01' 53.98"W Length: 195.372'
North: 566544.6472' East: 2695110.2135'

Segment #19: Curve

Length: 322.379' Radius: 988.819'
Delta: 018.6798 (d) Tangent: 162.633'
Chord: 320.953' Course: N37° 52' 06.88"W
Course In: S61° 28' 16.80"W Course Out: N42° 47' 29.44"E
RP North: 566072.3890' East: 2694241.4588'
End North: 566798.0143' East: 2694913.1956'

Segment #20: Line

Course: N44° 26' 43.53"W Length: 141.505'
North: 566899.0371' East: 2694814.1098'

Segment #21: Line

Course: S89° 43' 13.62"E Length: 140.747'
North: 566898.3504' East: 2694954.8555'

Segment #22: Line

Course: S44° 26' 43.53"E Length: 40.107'
North: 566869.7175' East: 2694982.9393'

Segment #23: Curve

Length: 352.062' Radius: 1088.819'
Delta: 018.5262 (d) Tangent: 177.581'
Chord: 350.531' Course: S37° 48' 55.52"E
Course In: S42° 55' 17.31"W Course Out: N61° 26' 51.65"E
RP North: 566072.3890' East: 2694241.4588'
End North: 566592.8019' East: 2695197.8565'

Segment #24: Line

Course: S29° 01' 53.98"E Length: 195.028'
North: 566422.2785' East: 2695292.5024'

Segment #25: Line

Course: S28° 56' 02.33"E Length: 228.667'
North: 566222.1541' East: 2695403.1319'

Segment #26: Curve

Length: 113.635' Radius: 670.181'
Delta: 009.7150 (d) Tangent: 56.954'
Chord: 113.498' Course: S31° 54' 47.10"E
Course In: N62° 56' 39.81"E Course Out: S53° 13' 45.98"W
RP North: 566526.9895' East: 2695999.9722'
End North: 566125.8109' East: 2695463.1308'

Segment #27: Line

Course: S36° 46' 14.02"E Length: 122.549'
North: 566027.6443' East: 2695536.4902'

Segment #28: Curve

Length: 126.591' Radius: 588.298'
Delta: 012.3291 (d) Tangent: 63.541'
Chord: 126.347' Course: S29° 14' 54.78"E
Course In: S54° 35' 12.91"W Course Out: N66° 54' 57.53"E
RP North: 565686.7451' East: 2695057.0303'
End North: 565917.4052' East: 2695598.2234'

Segment #29: Line

Course: S23° 05' 02.47"E Length: 378.139'
North: 565569.5433' East: 2695746.4844'

Segment #30: Line

Course: S20° 44' 39.36"E Length: 234.723'
North: 565350.0373' East: 2695829.6227'

Segment #31: Line

Course: S14° 27' 37.28"E Length: 149.998'
North: 565204.7912' East: 2695867.0787'

Segment #32: Curve

Length: 199.912' Radius: 491.256'
Delta: 023.3160 (d) Tangent: 101.359'
Chord: 198.536' Course: S01° 24' 29.65"E
Course In: S76° 56' 01.57"W Course Out: S79° 45' 00.88"E
RP North: 565093.7294' East: 2695388.5416'
End North: 565006.3156' East: 2695871.9579'

Segment #33: Line

Course: S10° 14' 59.12"W Length: 92.019'
North: 564915.7647' East: 2695855.5840'

Segment #34: Curve

Length: 277.298' Radius: 1062.061'
Delta: 014.9596 (d) Tangent: 139.442'
Chord: 276.511' Course: S07° 01' 59.61"W
Course In: S75° 29' 13.11"E Course Out: S89° 33' 12.32"W
RP North: 564649.6122' East: 2696883.7550'
End North: 564641.3343' East: 2695821.7266'

Segment #35: Line

Course: S00° 26' 47.68"E Length: 142.431'
North: 564498.9072' East: 2695822.8368'

Segment #36: Curve

Length: 165.376' Radius: 539.595'
Delta: 017.5601 (d) Tangent: 83.341'
Chord: 164.730' Course: S05° 29' 31.68"E
Course In: S86° 42' 43.44"E Course Out: S75° 43' 40.08"W
RP North: 564467.9594' East: 2696361.5432'
End North: 564334.9338' East: 2695838.6029'

Segment #37: Line

Course: S14° 16' 19.92"E Length: 113.652'
North: 564224.7898' East: 2695866.6213'

Segment #38: Curve

Length: 86.999' Radius: 202.007'
Delta: 024.6757 (d) Tangent: 44.184'
Chord: 86.328' Course: S33° 03' 24.24"E
Course In: N69° 16' 52.04"E Course Out: S44° 36' 19.47"W
RP North: 564296.2564' East: 2696055.5638'
End North: 564152.4357' East: 2695913.7106'

Segment #39: Line

Course: S47° 00' 57.64"E Length: 45.260'
North: 564121.5779' East: 2695946.8201'

Segment #40: Curve

Length: 195.535' Radius: 520.234'
Delta: 021.5352 (d) Tangent: 98.935'
Chord: 194.386' Course: S39° 32' 37.90"E
Course In: S39° 41' 18.76"W Course Out: N61° 13' 25.44"E
RP North: 563721.2440' East: 2695614.5917'
End North: 563971.6795' East: 2696070.5796'

Segment #41: Line

Course: S85° 09' 11.04"E Length: 930.619'
North: 563893.0477' East: 2696997.8707'

Segment #42: Line

Course: S01° 59' 20.02"E Length: 21.671'
North: 563871.3902' East: 2696998.6228'

Segment #43: Line

Course: N89° 36' 00.00"W Length: 162.846'
North: 563872.5270' East: 2696835.7804'

Segment #44: Line

Course: S00° 34' 55.25"W Length: 122.714'
North: 563749.8196' East: 2696834.5339'

Segment #45: Line

Course: N84° 08' 06.52"W Length: 672.065'
North: 563818.4929' East: 2696165.9863'

Segment #46: Line

Course: N74° 23' 22.24"W Length: 54.739'
North: 563833.2229' East: 2696113.2665'

Segment #47: Line

Course: S86° 40' 42.77"W Length: 82.285'
North: 563828.4554' East: 2696031.1193'

Segment #48: Line

Course: N84° 09' 37.75"W Length: 173.173'
North: 563846.0744' East: 2695858.8454'

Segment #49: Line

Course: N84° 59' 00.89"W Length: 790.142'
North: 563915.1654' East: 2695071.7297'

Segment #50: Line

Course: N84° 32' 24.89"W Length: 381.514'
North: 563951.4651' East: 2694691.9470'

Segment #51: Line

Course: N84° 37' 27.67"W Length: 342.151'
North: 563983.5196' East: 2694351.3011'

Segment #52: Line

Course: N84° 59' 47.56"W Length: 583.853'
North: 564034.4407' East: 2693769.6733'

Segment #53: Line

Course: N84° 27' 28.90"W Length: 2279.156'
North: 564254.5501' East: 2691501.1706'

to a point being the "Point of Beginning", containing 23.7 acres as shown on a plat created by Resource Environmental Solutions, LLC.