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

REPLY TO
ATTENTION OF

FEB 27 2015

Programs and Project Management Division
Protection and Restoration Office

Mr. Chip Kline
Chairman
Coastal Protection and Restoration Authority
Board of Louisiana
900 North 3rd Street
State Capitol Building – 4th Floor
Baton Rouge, Louisiana 70802

Dear Mr. Kline:

You are hereby informed that a wetland mitigation contract for the West Bank and Vicinity (WBV), Hurricane and Storm Damage Risk Reduction System (HSDRRS), Environmental Mitigation for Protected Side Bottomland Hardwood (BLH)-Wet General Impacts, has been awarded.

The U. S. Army Corps of Engineers (USACE) has purchased 11.6 BLH-Wet credits from the Enterprise Woodlands, LLC Mitigation Bank to compensate for unavoidable habitat losses associated with the subject project. The contract number is W912P8-15-C-0011 and the total cost of the credit purchase was $696,000. Enclosed is the signed purchase agreement from Enterprise Woodlands, LLC.

The purchase of mitigation bank credits representing 7.31 average annual habitat units (AAHUs) of BLH-Wet habitat fulfills the compensatory mitigation requirement for impacts to non-Park/non-404c BLH-Wet habitat arising from WBV HSDRRS construction.

Pursuant to the purchase agreement, the mitigation bank has assumed the responsibility for the WBV HSDRRS general impacts BLH-Wet compensatory mitigation requirements, including implementation, achievement of mitigation success, monitoring and long-term management. In accordance with Section 2036(c) of the Water Resources Development Act of 2007 (Public Law 110-114), the purchase of these credits relieves USACE and the Coastal Protection and Restoration Authority Board (CPRAB) of Louisiana from responsibility for monitoring the mitigation and for demonstrating mitigation success. Accordingly, CPRAB has no operation and/or maintenance responsibilities with respect to this completed mitigation.

Should you have questions, please call Mr. Troy G. Constance, Acting Deputy District Engineer for Project Management, or Ms. Elizabeth Behrens, Biologist, Coastal Environmental Planning Section, at (504) 862-2204 and (504) 862-2025, respectively.

Sincerely,

Richard L. Hansen
Colonel, U. S. Army
District Engineer

Enclosure

cc (w/enclosure):

Mr. Ignatio Harrouch
Chief of Operations
Coastal Protection and Restoration Authority
Post Office Box 44027
Baton Rouge, Louisiana 70804-4027

Mr. Kyle Graham
Executive Director
Coastal Protection and Restoration Authority
Post Office Box 44027
Baton Rouge, Louisiana 70804-4027

Mr. Chris Allen
Project Management Division
Coastal Protection and Restoration Authority
Post Office Box 44027
Baton Rouge, Louisiana 70804-4027

Mr. John Troutman
Operations Division
CERM Building, Suite 309
2045 Lakeshore Drive
New Orleans, Louisiana 70122

Ms. Susan H. Maclay
President
Southeast Louisiana Flood Protection Authority-West
7001 River Road
Marrero, Louisiana 70072

MITIGATION PURCHASE AGREEMENT

BY AND BETWEEN

ENTERPRISE WOODLANDS, LLC

AND

THE UNITED STATES ARMY CORPS OF ENGINEERS

THIS AGREEMENT is entered this ___//___ day of February, 2015 by and between Enterprise Woodlands, LLC ("Sponsor"), whose mailing address is P.O. Box 100, Plattenville, Louisiana 70393 and the United States Army Corps of Engineers, New Orleans District, whose mailing address is 7400 Leake Avenue, New Orleans, Louisiana 70118 ("USACE").

WHEREAS, Sponsor owns and operates the Enterprise Woodlands Mitigation Bank (the "Bank"), which is approved by USACE to provide compensatory mitigation for authorized wetland impacts.

WHEREAS, the operation of the Bank and the obligations of the Sponsor are governed by the Mitigation Banking Instrument ("MBI") signed by Sponsor and USACE, whereby the Sponsor has agreed to perform all necessary work to create, enhance, rehabilitate and/or restore wetland functions and to maintain and to monitor wetland habitats in accordance with the specific requirements of the MBI.

WHEREAS, the Bank is located in Barataria Basin, as more particularly described in the MBI. The property occupied by the Bank is burdened with a duly-recorded perpetual conservation servitude, which protects its natural values.

WHEREAS, USACE desires to purchase mitigation bank credits in order to satisfy its obligation to compensate for unavoidable impacts to bottomland hardwood-wet habitats caused by the construction of the Hurricane and Storm Damage Risk Reduction System as part of the Westbank and Vicinity, Louisiana Project as set forth in Solicitation W912P8-15-R-0015.

THEREFORE, for and in consideration of the premises and the payment set forth herein, Sponsor and USACE agree to the following terms and conditions:

1. Sponsor agrees to satisfy the obligation incurred by USACE as a result of the construction of the above-referenced project to compensate for unavoidable impacts to 7.27 AAHU's of bottomland hardwood-wet credits.
2. Sponsor will satisfy USACE's compensatory mitigation obligation by mitigating 11.1 acres of non-coastal credits and 0.5 acres of coastal credits of bottomland hardwood-

wet (BLH-Wet) habitat in accordance with the requirements, conditions and performance standards set forth in the MBI.

3. USACE agrees to pay Sponsor a non-refundable payment of $696,000 to purchase 11.1 non-coastal and 0.5 coastal mitigation credits from the Bank, which sum will be paid by electronic funds transfer.
4. Upon receipt of this sum, Sponsor accepts and assumes all responsibility for the mitigation of 11.6 acres of BLH-Wet habitat in accordance with all requirements of the MBI. Sponsor specifically accepts and assumes the responsibility to achieve mitigation success for this acreage and to monitor and to report mitigation performance in accordance with the requirements of the MBI.
5. This Agreement does not grant USACE any rights to any monies generated by the Bank and it does not grant USACE any ownership interest in the Bank or any ownership interest in the immovable property occupied by the Bank.
6. This Agreement constitutes the entire agreement between Sponsor and USACE and it may not be changed, amended or modified except in writing signed by both parties.
7. This Agreement shall be governed by and construed under the laws of the United States and shall be binding upon and inure to the benefit of the successors and assigns of both parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers.

AGREED AND ACCEPTED, this 11 day of February, 2015.

For Sponsor:

Enterprise Woodlands, LLC

By:

Marvin Marmande, Jr.

Marvin Marmande, Jr., Owner

AGREED AND ACCEPTED, this 25th day of February, 2015.

For USACE:

Richard L. Hansen

Richard L. Hansen
Colonel, U.S. Army
District Engineer