

ENTERPRISE WOODLANDS, LLC MITIGATION BANK
WETLAND MITIGATION CONTRACT BY AND BETWEEN
ENTERPRISE WOODLANDS, LLC AND
ST. CHARLES PARISH

THIS AGREEMENT is entered into this 28 day of April, 2015 by and between Enterprise Woodlands, LLC (hereafter "EWL" or "Sponsor") and St. Charles Parish ("Permittee") for the Willowridge Levee Project, USACE Permit Application Number MVN-2004-02101ETT and DNR Coastal Use Permit Number P20091182 (the "Permit").

WHEREAS, pursuant to 40 CFR Part 232 et. seq. Guidelines for Specifications of Disposal Sites for Dredged or Fill Material and to 33 CFR Part 332 et. seq. Compensatory Mitigation for Losses of Aquatic Resources (the "Regulations"), EWL is the Sponsor of the Enterprise Woodlands Mitigation Bank (the "Bank"), which consists of property located in the Parish of Lafourche, State of Louisiana (the "Property"); and,

WHEREAS, Permittee has received a permit from the United States Army Corps of Engineers ("USACE") and the Department of Natural Resources ("DNR") to pursue a construction project that will result in the destruction of certain wetlands located in close proximity to the Property, and Permittee desires to purchase mitigation credits from the Bank;

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

Capitalized terms not defined herein shall have the meaning ascribed to them in the Regulations.

Sponsor agrees to satisfy the mitigation requirements assigned to Permittee by the USACE and DNR in a manner consistent with the Regulations and to the extent set forth in this contract and the Permit, a copy of which will be furnished to Sponsor by Permittee promptly upon issuance.

Sponsor will satisfy Permittee's mitigation requirements by mitigating **0.5 acres of Cypress/Tupelo Gum Swamp** of the Property in accordance with the Enterprise Woodlands Mitigation Banking Instrument ("Instrument"), a copy of which has been filed in the public records of Lafourche Parish, Louisiana.

Sponsor assumes responsibility for satisfaction of all requirements of the mitigation for **0.5 acres of Cypress/Tupelo Gum Swamp** in a manner consistent with the Permit and the Instrument.

Sponsor shall fully indemnify, save and hold Permittee, harmless from and against all liability, specifically only to the credits of mitigation provided, liquidated damages and expenses, including reasonable attorney's fees, which arise out of claims or demands made by the United States Army Corps of Engineers and/or the Louisiana Department of Natural Resources against Permittee directly related to the compensatory wetlands mitigation requirements provided for in

this Agreement and/or to Permittee's obligation to satisfy the mitigation credits as determined by the United States Army Corps of Engineers and/or the Louisiana Department of Natural Resources.

Notwithstanding, the foregoing indemnity, Sponsor shall not be responsible in any manner for the calculation of the acres to be mitigated and shall only be responsible for providing and mitigating the acreage required in the Permit and this Agreement and no further. Permittee shall be solely responsible for all other conditions and terms set forth in the Permit and Instrument.

Permittee agrees to pay Sponsor a non-refundable payment of \$40,000.00 in certified funds for the mitigation, receipt of which is hereby acknowledged. Upon cash receipt for this consideration, Sponsor accepts responsibility for the wetland mitigation of **0.5 acres of Cypress/Tupelo Gum Swamp** for the duration required by the Permit and the Instrument. Permittee's entering into this agreement does not give the Permittee rights to monies generated by the Bank, and further, Permittee does not obtain any rights of ownership or use of the Property.

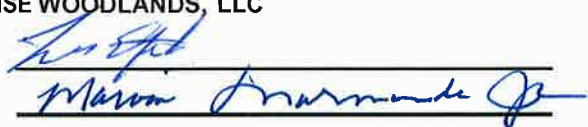
This Agreement between Sponsor and Permittee may not be changed, amended or modified except by an instrument in writing signed by both parties hereto. This Agreement shall not be furnished to any third party, including governmental entities, without the written consent of both parties.

This Agreement shall be governed by and constructed under the laws of the State of Louisiana, and shall be binding upon and inure to the benefit of the successors and assigns of either party.

AGREED TO AND ACCEPTED this 28 day of April 2015.

ENTERPRISE WOODLANDS, LLC

By:



AGREED TO AND ACCEPTED this 8th day of April 2015.

ST. CHARLES PARISH

By:



Mr. V.J. St. Pierre, Jr.
Parish President
St. Charles Parish
15045 River Road
P.O. Box 302
Hahnville, LA 70057


April 28, 2015

Office of Coastal Management
LA. Dept. of Natural Resources
P O Box 44487
Baton Rouge, LA 70804-4487
ATTN: Ontario James

Gentlemen:

ENTERPRISE WOODLANDS MITIGATION BANK has made arrangements with St. Charles Parish to purchase 0.5 of cypress swamp for unavoidable impacts associated with work authorized by the Department of the Army permit number MVN-2004-02101-ETT any your permit #P20091182. The ENTERPRISE WOODLANDS MITIGATION BANK assumes the responsibility for the permittee's compensatory mitigation requirements (i.e., to implement, assure performance, and provide long-term management of the compensatory mitigation project) in accordance with provisions of the Mitigation Banking Instrument governing this bank.





April 28, 2015

US Army Corps of Engineers
Regulatory Branch
PO Box 60267
New Orleans, LA 70160
ATTN: Brad Laborde

Gentlemen:

ENTERPRISE WOODLANDS MITIGATION BANK has made arrangements with St. Charles Parish to purchase 0.5 of cypress swamp for unavoidable impacts associated with work authorized by the Department of the Army permit number MVN-2004-02101-ETT. The ENTERPRISE WOODLANDS MITIGATION BANK assumes the responsibility for the permittee's compensatory mitigation requirements (i.e., to implement, assure performance, and provide long-term management of the compensatory mitigation project) in accordance with provisions of the Mitigation Banking Instrument governing this bank.

