

August 10, 2015

Mr. Steve Peck
Pulte Homes
4900 Tuttle Crossing Blvd.
Dublin, Oh 43016

RE: Wetlands Mitigation for the Sunbury Meadows Section 7, located at 955 Foxcreek Road, Sunbury, Ohio 43074
ACCT NO. SCIO-40

Dear Mr. Peck:

The Stream + Wetlands Foundation received on August 6, 2015 deposit payment of \$3,150.00 (check #0051204416) and a partially executed mitigation purchase agreement for the Sunbury Meadows Section 7, located at 955 Foxcreek Road, Sunbury, Ohio 43074.

As per the terms of the executed agreement, the deposit payment reserves for your use 0.7 acres of forested wetlands mitigation credit at our Huntington In Lieu Fee Program for a period of six (6) months. The remaining balance is \$28,350 and is due within 30 days of the permit issuance date. If you do not receive your permit within the 6 month reservation period, additional deposit payments will be required as per the terms of our agreement.

Thank you very much for allowing Stream + Wetlands Foundation to assist you with the wetlands mitigation needs of this project. Should you need further assistance, please feel free to call anytime.

Sincerely,



Vincent E. Messerly, P.E.
President

Cc: Teagan Loew, Stone Environmental Engineering & Science, Inc., via email



**IN-LIEU FEE PROGRAM CREDIT PURCHASE AGREEMENT
PITTSBURGH CORPS DISTRICT
APPLICANT INFORMATION AND WETLAND IMPACT SUMMARY**

Permit Applicant's/Client's Name	Pulte Homes
Address	4076 Youngstown Road, S.E. Warren, OH 44484 4900 TUTTLE CROSSING BVD PUBLIK, OHIO 43016
Point of Contact	Steve Peck
Telephone	614-376-1082
E-mail	Stephen.Peck@Pulte.com
Environmental Consultant	Stone Environmental Engineering & Science, Inc.
Address	748 A Green Crest Drive Westerville, OH 43081
Point of Contact	Teagan Loew
Telephone	614-865-1874
E-mail	teaganloew@stoneenvironmental.com
Project Name	Sunbury Meadows Section 7
Project Type (commercial, industrial, residential, utility, roadway, etc.)	Residential
Location (street address, city/twp., county)	955 Foxcreek Rd, Sunbury, OH 43074
USACE PCN No. (if available)	NA
Ohio EPA SWIMS No. (if available)	
Anticipated Project Impacts	0.42
Forested (impact)	
Non-Forested (impact)	0.42
Eight Digit USGS Watershed Designation	05060001, Upper Scioto

I. TERMS OF PAYMENT

Anticipated Project Impacts	0.42	acres
Compensatory Mitigation Credits	0.63	acres
Forested		(rounded up to 1/10 acre)
Non-Forested	0.7	(rounded up to 1/10 acre)
Total	0.7	(rounded up to 1/10 acre)
Cost per Credit	\$45,000	
Total Cost of Purchase of ILFP Credits	\$ 31,500.00	
Initial Deposit (10% of Total Cost)	\$3150	



IN-LIEU FEE PROGRAM CREDIT PURCHASE AGREEMENT PITTSBURGH CORPS DISTRICT

WHEREAS, the discharge of dredged or fill material into waters of the United States and waters of the State of Ohio, including wetlands, is regulated pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and/or Ohio Revised Code Chapter 6111;

WHEREAS, entities planning to place dredged or fill material into waters of the United States or waters of the State of Ohio, including wetlands, must comply with standards and conditions imposed by the Army Corps of Engineers (the "Corps") and/or the Ohio Environmental Protection Agency (the "Ohio EPA") including, in many cases, the mitigation of wetland impacts;

WHEREAS, the Ohio Wetlands Foundation ("Ohio Wetlands") has established an In-Lieu Fee Program ("ILFP") in the Pittsburgh Corps District that has been approved by the IRT as set forth in the Final ILFP Instrument effective July 11, 2014 and is authorized to provide ILFP credits to entities required to provide compensatory mitigation for wetland impacts; and

THEREFORE, Pulte Homes ("Client") and Ohio Wetlands agree they will comply with the following guidelines and procedures by which Client will purchase ILFP wetland mitigation credits from Ohio Wetlands to provide compensatory mitigation for wetland impacts permitted under Sections 404 and 401 of the Clean Water Act and/or Ohio Revised Code Chapter 6111.

A. Initial Reservation Period

This Agreement shall become effective on upon the date this Agreement is signed by both Ohio Wetlands and Client. Upon receipt of a complete, signed copy of this Agreement and the Initial Deposit, Ohio Wetlands will reserve the ILFP mitigation credits designated above for a period of six (6) months (the "Initial Reservation Period"). In the event that Client withdraws its wetland fill permit application or the application is denied, the deposit will be refunded upon the written request of Client confirming permit withdrawal or denial, provided such request is received by Ohio Wetlands within six (6) months from the Effective Date.

B. Extension of Reservation Period

Client may extend the Initial Reservation Period for additional six (6) month periods (not to exceed 24 months from the Effective Date) by delivering payment(s) to Ohio Wetlands of 10% of the total ILFP credit purchase price for each six (6) month extension period and timely providing Ohio Wetlands with written notice requesting such extension. All deposit payments are non-refundable upon expiration of the Initial Reservation Period. Full payment is due no later than two years after the Effective Date of this Agreement. If Ohio Wetlands does not receive full payment within two years of the Effective Date, all



deposit payments will be retained by Ohio Wetlands and the previously reserved ILFP credits will be immediately available for sale to third parties.

C. **Within thirty (30) days of issuance of the Clean Water Act Section 404 permit and, if necessary, the Section 401 Certification and/or Ohio Isolated Wetland Permit, whichever is later received (the "Permit Issue Date"), Client will tender in full the outstanding balance of the cost of the ILFP credits.** Client will concurrently provide Ohio Wetlands with a copy of the Section 404 permit and, if applicable, the Section 401 Certification and/or the Ohio Isolated Wetland Permit or other approval to impact wetlands on the project. If payment is not received by Ohio Wetlands within thirty (30) days of the Permit Issue Date, the Client will be considered to be in Default of Payment and a late payment penalty of \$500 or 2.0% interest on outstanding balance, whichever is greater, shall be immediately applied for each month or portion thereof until payment is received in full, including all late payment penalties.

D. If the Client is in Default of Payment for greater than ninety (90) days, Ohio Wetlands may, at its sole discretion, notify the Client that this Agreement is terminated and elect to market and sell the Client's reserved ILFP credits to a third party. The Corps and/or Ohio EPA shall be notified by Ohio Wetlands that this Agreement has been terminated and the ILFP credits are no longer held in reserve for the Client. The Client's deposit payment(s) will be forfeited to Ohio Wetlands; provided, however, that Ohio Wetlands may, in its sole discretion, and written request of the Client apply the amount of the deposit payment or any portion thereof against the cost of future ILFP credit purchases by the Client from Ohio Wetlands.

E. The Client shall have no obligation other than the payments set forth in this Agreement for the completion of compensatory mitigation represented by the purchase of the ILFP credits. Ohio Wetlands is solely responsible for the successful implementation of all compensatory mitigation represented by the purchase of the ILFP credits consistent with the ILFP Final Instrument. This Agreement does not constitute a permit or other authority to proceed with the proposed wetland impacts and the Client is solely responsible for obtaining all necessary permits and other approvals required for the project.

I. OBLIGATIONS OF OHIO WETLANDS FOUNDATION

A. Ohio Wetlands has established the Pittsburgh Corps District ILFP and the IRT has confirmed that Ohio Wetlands is authorized to sell ILFP credits to entities required to provide compensatory mitigation for wetland impacts.

B. In consideration for the payment by Client of \$ 31,500.00 (plus any subsequently accrued late payment penalties), Ohio Wetlands hereby agrees to provide 0.7 approved ILFP credits established in the Pittsburgh Corps District ILFP for the benefit of Client consistent with the terms of the Agreement. Ohio Wetlands shall be solely responsible for completing the compensatory mitigation requirements consistent the purchase of ILFP credits and the terms of the Pittsburgh Corps District ILFP Instrument effective May 2014.



C. Ohio Wetlands will promptly provide written confirmation to the Client that full payment has been received for the purchase of ILFP credits specified in paragraphs II of this Agreement.

II. GENERAL PROVISIONS

A. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Venue for the resolution of any dispute shall be in the Court of Common Pleas of Franklin County, Ohio or in the federal court in the Southern District of Ohio in Columbus, Ohio.

B. The signatories hereto represent and covenant that they are authorized to execute this Agreement and to bind the respective parties to this Agreement.

C. This Agreement is the entire agreement between Ohio Wetlands and Client and supersedes any prior agreements of communications relating thereto. No modification hereof or subsequent agreement related to the sale of ILFP credits described herein shall be binding on either party unless reduced to writing and signed by both parties hereof.

OHIO WETLANDS FOUNDATION

Signed By: [Signature]
Vincent E. Messerly, President

Date: August 10, 2015

CLIENT Pulte Homes

Signed By: [Signature]

Printed Name: STEVE PECK

Title: MANAGER LAND DEV.

Date: 8.5.15

FOR OHIO WETLANDS USE ONLY

Assigned to In-Lieu Fee Project HUC No.	05060001, Upper Scioto
ILFP Project Name	
Date of Permit Issuance by OEPA/USACE (as applicable)	



Pulte Homes of Ohio LLC
3350 Peachtree Road, NE
Suite 150
Atlanta, GA 30326

Check Number 0051204416
Check Date 08/04/15

661278
0811

\$3,150.00*****

PAY
THREE THOUSAND ONE HUNDRED FIFTY AND 00/100 DOLLARS

Bank of America
Customer Connection
Atlanta, Dekalb County, GA

Void After 180 Days

TO THE
ORDER OF
OHIO WETLANDS FOUNDATION

Blum

⑈0051204416⑈ ⑆06112788⑆ 3299039422⑈

