



MITIGATION BANKING INSTRUMENT AMENDMENT

Roanoke River Wetlands and Stream Mitigation Bank Franklin County, Virginia Henry County, Virginia

Prepared for:

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This Addendum to the Roanoke River Wetland and Stream Mitigation Bank Mitigation Banking Instrument ("MBI") (approved in May 2011) is a regulatory authorization and approval of Roanoke River Wetlands and Stream Mitigation Bank, LLC's (hereinafter "the Sponsor") proposal to establish, operate, and maintain the Roanoke River Wetlands and Stream Mitigation Bank (hereinafter, the "Bank"), as specifically proposed and described herein. The Interagency Review Team ("IRT") has determined that this Bank, provided it conforms to all the MBI's terms and conditions, would be an environmentally acceptable source for purchase of compensatory mitigation credits by third-party permittees undertaking activities with specified categories of impacts within the service area of the Bank.

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

Additional regulatory authorizations may be required for wetland or stream impacts associated with establishment of the bank.

As more specifically identified herein, the IRT is composed of representatives of the U.S. Army Corps of Engineers ("Corps"), the U.S. Environmental Protection Agency ("EPA"), the U.S. Fish and Wildlife Service ("FWS"), the Virginia Department of Environmental Quality ("DEQ"), and the Virginia Marine Resources Commission ("VMRC"), as applicable.

All terms and conditions of the original MBI approved in May 2011 not specifically amended by this addendum remain in full force and effect.

I. MITIGATION BANK PURPOSE AND DESCRIPTION

<u>B. Objectives</u>: A primary objective of the Bank is to create a self-sustaining natural aquatic system that achieves the intended level of aquatic ecosystem functionality with minimal human intervention, including long-term site maintenance. The Sponsor's objectives of the Bank include improvements to wildlife habitat, water quality, flood conveyance and storage, and erosion control through the implementation of natural stream channel design, bank stabilization and bioengineering techniques, grade control and in-stream structures, the reestablishment and/or enhancement of riparian buffers, and the removal of detrimental land use activities (i.e., livestock exclusion) in riparian corridors.

Below is a summary of the proposed stream and riparian buffer mitigation work for the entire Bank. The linear footage and acres for the Bank Expansion Property are in parenthesis.

Stream restoration is proposed on approximately 5,576 (original) + 92 (Bank Expansion) linear feet of stream channel. The restoration of dimension, pattern, and profile of these stream reaches is proposed to improve the overall channel condition, stabilize channel banks, and re-establish hydraulic connectivity to flood prone areas. As depicted in the Bank Development Plan (Exhibit D, MBI), existing unstable E4, G4, and B4 stream types will be restored to stable B4 and C4 stream types. The slopes on these streams range from 1% to 30%.

Stream enhancement is proposed on approximately 5,317 (original) + 0 (Bank Expansion) linear feet of stream channel. In-stream structures, which provide grade control and aquatic habitat, are proposed to enhance the overall stream channel condition and stabilize channel banks. Bank grading and creating bankfull benches are proposed to provide access to floodplains and lower shear stress on the banks. Stream bank plantings are proposed to improve stream bank stability and provide shade for temperature regulation.

Stream preservation is proposed on approximately 4,393 (original) + 22,894 (Bank Expansion) linear feet of stream channel. These reaches exhibit stable pattern, profile and dimension with adequate riparian vegetation.

Riparian buffer preservation, and enhancement and/or re-establishment is proposed on approximately 1.7 acres (original) + 220.8 acres (Bank Expansion), and 153.9 acres (original) + 0 acres (Bank Expansion), respectively, which encompasses an area approximately 300 feet on either side of the stream channel, where appropriate. The goal is to provide overall health of the stream by filtering runoff, absorbing nutrients, and enhancing habitat for terrestrial and aquatic wildlife. In addition, the newly established riparian buffer will provide stream stability and restore the forest that once existed.

C. Location and Ownership of Parcel: The Bank Sponsor has sufficient and legal property interest in 419.82-acres of land in Henry and Franklin Counties, Virginia, as shown on the vicinity map (Exhibit A) and on the Master Plan dated July 29, 2014 (Exhibit B). The approved MBI, dated May 2011, contains 182.0 acres and the Bank Expansion with this amendment adds 237.82 acres, as shown on the location map (Exhibit A). Said parcels are

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hereinafter referred to as the "Bank". (2) The Bank Sponsor may elect to propose inclusion of additional lands in the Roanoke River watershed to be part of this MBI by proposing a Bank Development Plan for each new parcel as an amendment to this MBI.

The original Property encompasses approximately 358.9-acres, with 182.0-acres designated for the Bank, and is bisected by the Franklin and Henry County line. The Property is bounded by State Route 608 (Pawnee Lane / Fork Mountain Road) to the west and County Road 657 (Old Quarry Road) to the south. Parcels that fall within Franklin County are recorded in Deed Book 925, page 0706 and those that fall within Henry County are recorded in Deed Book 800, page 580. Table C-1 summarizes the property information and is included in Exhibit C.

The Bank Expansion Property encompasses approximately 392.95-acres, with 237.82-acres designated for the Bank, and is bisected by the Franklin and Henry County line. The Bank Expansion Property borders the existing Bank to the East. The additional parcels are recorded in Deed Book 265, page 0748, and Deed Book 771, page 1455 in Franklin County, Virginia.

Easements within the Property limits, including the Bank Expansion Property, include several overhead electric distribution lines, an Appalachian Power Company (APCO) transmission line, a buried cable utility line, a Lee Telephone Company easement, and a Plantation Pipe Line Company gas line. At the locations of the three culverts, VDOT maintains a drainage easement which extends approximately 25-feet upstream or downstream from the edge of the culvert. In addition, the entire Property has a Virginia Outdoors Foundation (VOF) easement which limits future development. Besides allowing agricultural and forestry practices, the easement also allows 1) wetland and stream bank restoration, or erosion control, pursuant to a governmental permit, 2) fencing along or within the buffer area, 3) construction and maintenance of stream crossings that do not obstruct water flow, and 4) creation and maintenance of foot or horse trails with unimproved surfaces. A plat depicting all known easements and the limits of the Bank is included in Exhibit C.

A title search of the property has been completed and results are included in Exhibit C.

D. Project Description: In accordance with this MBI, the Bank Sponsor will establish and/or maintain aquatic habitats and upland buffers (The "Bank") in compliance with the provisions of this MBI and the Bank Development Plan (Exhibit D), and shall then maintain each phase of the Bank in such condition for ten (10) years. The Bank Sponsor shall be responsible for compliance with this MBI and the Bank Development Plan (BDP) until the Bank is closed in accordance with the Bank Closure Procedures or until all Credits are sold, whichever is later. The Bank area shall consist of a mixture of stream preservation, enhancement, and restoration; and riparian buffer preservation, enhancement, and re-establishment as described in Exhibit D.

<u>E. Site Selection Factors</u>: The Bank area has been evaluated in terms of the Virginia Offsite Mitigation Site Location Guidelines (dated February 12, 2008 or subsequent versions). The results of the evaluation are described in Exhibit E.

F. Baseline Conditions: The original Bank area is currently dominated by active livestock pastures, while the Bank Expansion property is dominated by hardwood forest, late succession regenerative growth, and pine stands. These features will be modified where appropriate so as to restore, enhance, or preserve existing stream functions on this site.

An on-site wetland and stream delineation was completed on the original property in July 2009 by Williamsburg Environmental Group, Inc. (WEG) and confirmed by the Corps in December 2009. The investigation identified 3.7 acres of non-tidal wetland and approximately 14,867 linear feet of non-tidal stream channel. Existing wetlands within the Bank site are classified as palustrine emergent (PEM) with small areas of palustrine forested (PFO).

An on-site wetland and stream delineation was completed on the Bank Expansion Property in October 2013 by WEG. The investigation identified 1.58-acres of non-tidal wetland and approximately 23,094 linear feet of non-tidal stream channel. This was confirmed by the Corps in the field in March 2014. Existing wetlands within the Bank Expansion Property are classified as palustrine forested (PFO).

The Bank Original Property is a mix of open and active farm pasture, mature hardwood forests, regenerative growth areas, and a few pine stands in the uplands. The farmed portion of the site is characterized by grassy knolls and steep slopes with small wooded areas centered on the existing stream channels. The vegetation along the riparian corridor over the majority of this area consists of pasture grasses with a mix of wetland herbaceous species in low-lying areas. The riparian buffer adjacent to some streams range from immature to mature. The mature areas generally have sufficient canopy coverage with scattered shrub and understory plant communities. Invasive species are also present in certain areas on the farmed portion of the site, specifically *Ailanthis altissima* (Tree-of-Heaven).

The Bank Expansion Property is characterized by mature bottomland and riparian hardwood forest; late-succession regenerative growth; forested and emergent wetlands; and few areas of pine stands in the uplands. The southern and eastern portion of the Expansion Property was harvested for timber eight-ten (8-10) years ago, while the northern and western portions have not been harvested for several decades. The elevation within the entire Bank ranges from 1,480 feet in the uplands in the north-eastern portion of the site to approximately 1,080 feet along the stream as it exits the southern portion of the site.

A baseline survey was completed in February 2010 for the stream channels designated as restoration or enhancement on the original property. The survey included profile data within restoration reaches and cross-section data in restoration and enhancement areas. Most stream channels are first order, originating on the Property while the largest streams (S1 and R3) are a third order stream. Detailed survey and geomorphological data for the restoration and enhancement reaches noted above are included in the BDP (Exhibit D, MBI).

G. Establishment and Use of Credits: In accordance with the provisions of this MBI and after IRT determination the Success Criteria contained herein have been satisfied, Mitigation

Credits (or "Credits" and as defined further herein) determined in accordance with Exhibit D of this MBI may serve as Mitigation in accordance with all applicable requirements for permits issued under Section 401 and 404 of the CWA, Section 10 of the Rivers and Harbors Act and Section 62.1-44.15:20-23 of the Code of Virginia. The sale, conveyance, or transfer of Credits includes all natural services, functions, and values associated with the resource from which Credits were derived. No Credit may be resold or used in any way in relation to another permit requirement, as compensation for another resource, or to satisfy the requirements of any other program. The preliminary number of Credits and the number of Credits available for initial release will be determined by the IRT based upon the approved concept plan. If the number of total Credits varies as a result of the approval of the mitigation site plan, the as-built plan, or subsequent monitoring reports, the number of Credits available will be adjusted accordingly in accordance with the terms and conditions contained herein.

H. IRT Members: As of the date of the MBI and subject to execution of the MBI by a duly authorized representative of the participating agencies described below, the Interagency Review Team (IRT) consists of the following agencies, though the individual representatives may change:

- 1. Corps, Chair, represented by Vinny Pero; and
- 2. EPA, represented by Stephanie Kubico; and
- 3. FWS, represented by Jennifer Stanhope; and
- 4. DEQ, Chair represented by Sarah Woodford; and
- 5. Virginia Department of Game and Inland Fisheries ("VDGIF"), represented by Amy Ewing; and
- 6. Virginia Department of Forestry ("DOF") represented by Edward Zimmer.

Each entity represented on the IRT may replace its representative upon written notice to the IRT Chair(s), the other IRT members, and the Bank Sponsor.

I. Disclaimer: This MBI does not warranty the ultimate viability of the Bank as a mitigation mechanism. Furthermore, all parties acknowledge that the permitting and resource agencies have statutory responsibilities concerning natural, cultural, and historic resources that are independent and separate from the actions identified in this MBI. The parties understand that agency signature to this MBI has no effect on the need for consultation between the Corps and resource agencies or in the nature and extent of recommendations or conditions made in any future project consultation. Nor can this MBI be considered to circumscribe or to limit the extent of any potential consultative recommendation made by a resource agency in the future.

<u>J. Exhibits</u>: The following Exhibits are incorporated by reference to this Addendum:

- 1. "Exhibit A," Vicinity and Location Maps
- 2. "Exhibit B," Master Plan
- 3. "Exhibit C," Plat and Title Search for the Bank Expansion Property
- 4. "Exhibit G," Escrow Agreement for Maintenance and Monitoring Fund
- 5. "Exhibit H," Escrow Agreement for Long-Term Management Fund

- 6. "Exhibit I," Escrow Agreement for Catastrophic Event Fund
- 7. "Exhibit J," Declaration of Restrictions for the Bank Expansion Property
- 8. "Exhibit L," Crediting and Debiting Procedure for the Bank
- 9. "Exhibit Q," Long-Term Management Plan

II. DEFINITIONS

22. MITIGATION PERFORMANCE – The outcome of the IRT's application of success criteria to a mitigation site, to include whether the Sponsor has met or satisfied the goals and objectives the Sponsor set forth in this MBI.

IV. ESTABLISHMENT OF THE BANK

A. Scope of Approval: The approval to sell credits is contingent upon the Bank Sponsor's compliance with the conditions contained herein during all phases of establishing, monitoring, and maintaining aquatic habitats and associated uplands buffers, as described in Exhibit D. The BDP (Exhibit D) is incorporated into the MBI, and the Bank Sponsor is responsible for the implementation of the BDP (Exhibit D).

D. Financial Assurance Requirements:

2. The Bank Sponsor may, at its discretion, with written approval of the IRT, replace such entities with a different company, agent, or entity registered to do business in the Commonwealth of Virginia. The Bank Sponsor shall provide the IRT with notice of its desire to replace the entity and a draft of the new assurance for review. The provisions of the new assurance shall conform to the provisions of the former assurance.

The Bank Sponsor shall provide notice to the IRT through the Chair(s) at least 120 days in advance of any planned termination or revocation of any Financial Assurance. Financial Assurance must be maintained, renewed, extended or replaced, and approved by the IRT so that it remains effective until the IRT certifies that satisfaction has been met and the Financial Assurance can be released.

- 3. Amounts from sale of Mitigation Credits are to be placed in the following funds:
 - b. Long Term Management Fund: The IRT intends that Banks and their functions and values be self-sustaining and not require any more long-term maintenance and monitoring than similar areas occurring naturally. A sufficient percentage of all proceeds from sale of mitigation credits based on an itemized analysis of the funds necessary for long-term management shall be placed within a separate escrow account to be called the Long-Term Management Fund (Exhibit H). The itemized analysis of the necessary funds may include, but is not limited to, expected long-term management costs that are required after the initial 10-year monitoring period, such as posting, fencing, maintenance of structures, control of invasive species, and legal

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defense of any easements or restrictive covenants recorded to protect the Bank property. This itemized analysis shall be based upon the MBI, the mitigation plan, and an accepted methodology and must be approved by the Chair(s) prior to approval of the MBI. The itemized analysis will state the required percentage of proceeds and/or the dollar amount required for this Fund.

This Long-Term Management fund may be funded through a single lump sum payment upon approval of the MBI, through an IRT approved schedule of payments to be completed within five (5) years of approval of the MBI, or with 0.95% of proceeds from the sale of mitigation credits as stated in the previous paragraph. The Long-Term Management Fund will be fully funded with \$76,622 no later than five (5) years after original MBI approval, and an additional \$28,502 no later than five (5) years after approval of the Bank Expansion Addendum for a total of \$105,124, and no additional cash proceeds shall be placed into the account.

These funds shall be placed in a federally insured financial institution in an interest bearing account. No Long-Term Management Fund monies shall be used to finance any expense or activity other than those specified in the Long-Term Management and Maintenance Plan for long-term maintenance and management of the Bank unless approved by the IRT.

c. Catastrophic Event Fund. The IRT intends that Banks and their functions and values be self-sustaining and not incur any more Catastrophic Events than similar acreages, functions and values that exist naturally. Accordingly, the Catastrophic Event Fund is intended to provide funds to remediate damage caused by catastrophic events to features (e.g., created, enhanced or restored wetlands or streams) that are not self-sustaining and that are likely more vulnerable to such damage because of their location, design and/or construction to ensure that they continue to provide adequate compensatory mitigation. A sufficient percentage of all proceeds from the sale of Credits to address potential catastrophic events shall be placed within a separate escrow account to be called the Catastrophic Event Fund (Exhibit I). The Catastrophic Event Fund will be funded with 1.34% of proceeds from sale of mitigation credits until the fund has reached \$148,212, at which point the Catastrophic Event Fund shall be deemed fully funded and no additional cash proceeds shall be placed into the account. These funds shall be placed in a federally insured financial institution in an interest bearing account separate from any other accounts. No Catastrophic Event Fund monies shall be used to finance work or activities other than those repairs to the bank necessitated by the events specified in Section IV.E unless approved by the IRT, acting through the Chair(s).

In the event of a catastrophic event, as determined by the IRT that affects the long term viability of the Mitigation Bank, the IRT may: (i) inform the Bank Sponsor, if said event occurs while the Bank Sponsor's maintenance period is

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in effect, that it is responsible to implement corrections which may be funded by a release of an appropriate amount of said funds; (ii) inform the escrow agent that it may release a specific amount of funds to the Long-Term Steward of the Mitigation Bank to make necessary corrections and/or manage the Bank, or (iii) inform the escrow agent that it may release a specific amount of funds to an Agency represented on the IRT, or its designee, to effect the necessary corrections. Any unspent funds shall remain in this fund if not utilized for a Catastrophic Event. The Catastrophic Event Fund and the Long-Term Management Fund will be transferred to the designated Long-Term Steward of the land for use in addressing future Catastrophic Events or land management requirements once all monitoring has been completed, and all Credits from the Bank have been Debited.

F. Real Estate Provisions: The Bank Sponsor is responsible for providing sufficient legal protection by means of a Protection Document (i.e. conservation easement, declaration of restrictions, etc.) of the Bank to insure that all requirements of the MBI are fulfilled and the Bank is protected in perpetuity consistent with the terms and conditions set out in the MBI (through the "Protection Document"). The Protection Document must be approved in writing by the IRT before it is recorded. The Bank Sponsor shall provide a copy of the recorded Protection Document to the IRT prior to sale or transfer of any Credits. The Protection Document shall be recorded in the chain of title for the Bank lands and must, among other things, ensure the right of ingress and egress for the Bank Sponsor, IRT, and Long-Term Steward of the Bank Site. A template Declaration of Restrictions is attached in Exhibit J, and it is preferred that this be used as the Protection Document.

The IRT agrees that, if a Protection Document approved by the IRT is recorded over the property with a non-profit conservation organization or government conservation organization named as Easement Holder, credit yield for the proposed mitigation may be considered by the IRT to have increased value of up to 5%. The IRT will consider the nature of the Protection Document, the identity of the easement holder, potential facilitated implementation and enforcement, reduction in potential of future disturbance such as government taking or eminent domain actions, and other such factors. Any proposed changes in Credit composition must be proposed and justified in the MBI and approved by the IRT.

A copy of the recorded Protection Document shall be provided to the Corps and DEQ within thirty (30) days of recording. Notwithstanding anything in this MBI or any related documents or Agreements, such as the Bank Development Plan, in NO EVENT can any Credits be released or sold or debited or credited until the Chair(s) receives proof of recording of approved Protection Document on the portions of the Bank over which Credits are sought. Such Protection Documents may not be altered, amended, terminated or vacated without written approval of the Chairs of the IRT.

The Bank Sponsor, Easement Holder, or Long-Term Steward shall provide the Chair(s) with sixty (60) day advance notice before any action is proposed to be taken to modify the Protection Document, management plan, or long-term protection mechanism, EXCEPT THAT the Protection Document, management plan or long-term protection mechanism MAY NOT be

altered, amended, modified, vacated or terminated in whole or in part in any way without the express written approval of the IRT, acting through the Chair(s).

V. OPERATION OF THE BANK

A. Service Area: The Bank is established to provide Mitigation to compensate for impacts to Waters of the United States and/or State Waters, including wetlands, within the service area depicted on the excerpt of the most current version of the National Watershed Boundary Dataset as shown in Exhibit K. This service area shall include Hydrologic Units 03010101 (except Montgomery, Roanoke, and Botetourt Counties), 03010103, 03010104, and 03010105 within the State of Virginia. The Service Area of the Bank is depicted in Exhibit K. At the sole discretion of the IRT, acting through its Chair, the Bank may be used to compensate for impacts outside this Service Area on a case-by-case basis through project specific permit decisions.

<u>F. Schedule of Credit Availability</u>: Upon submittal of all appropriate documentation by the Bank Sponsor, and subsequent approval by the IRT, acting through the Chair(s), the IRT Chair(s) will provide in writing the release of Credits to the Bank Sponsor in accordance with Corps regulations (33 CFR 332.8(g)(2) and (o)(8) and the following schedule:

- 1. Up to fifteen percent (15%) of anticipated Credits (excluding Credits derived from Stream Buffer Preservation) per phase/site plus 100% of Stream Buffer Preservation and 100% of Adjustment Factor Credits for livestock exclusion and watershed preservation may be available for Debiting upon implementation of the following:
 - (a) Approval of this MBI and the Bank Development Plan described in Exhibit D;
 - (b) Implementing (including funding) Financial Assurances necessary to secure the initial release of credits (Exhibit F) as well as establishing Escrow Accounts for the Monitoring and Maintenance, Long-Term Management, and Catastrophic Event Funds (Exhibits G-I);
 - (d) Securing the Property interests necessary for the Mitigation Bank (e.g. fee simple acquisition, easement, necessary or appropriate property interests) in its entirety (not just one or more phases of the bank site);
 - (e) A copy of the approved and recorded Protection Document that protects the site in perpetuity is provided to the IRT (Exhibit J);
 - (f) A schedule is submitted to the IRT that shows that the initial (i.e., Phase I) physical and biological improvements will be completed no later than the first full growing season following initial Debiting from the Bank;
 - (g) A Long-Term Management and Maintenance Plan approved by the IRT acting through the Chair(s) (Exhibit Q); and
 - (h) An electronic version of this MBI, the BDP, and associated exhibits is submitted to the IRT Chair(s) and/or uploaded to the Corps Regional Internet Bank Information Tracking System (RIBITS); and
 - (i) An updated title insurance policy that indicates no new encumbrances have been placed on the Property.

The first phase of the bank site should be large enough to offset this initial Credit release. The first phase shall begin construction within one year of the first sale or transfer of the initially released Credits. No additional releases of Credits will take place until a sufficient amount of compensatory mitigation meets success criteria to offset all debits from this initial release of Credits.

- 2. Wetland Credits beyond the initial release of Credits (typically 15%) can be released by the IRT, (acting through the Chair(s)) on the following schedule: 75% of potential Credits (90% cumulative) shall be released upon meeting the success criteria in Exhibit M, Section V 4.(a), (b), (c), (d), and (h) for intended forested wetlands. The remaining Credits for intended forested wetland areas (10% or 100% cumulative), shall be released at Monitoring Year 5 upon meeting success criteria (g) for wetlands.
- 3. <u>Stream Buffer Enhancement/Restoration/Reestablishment Area:</u> For those Credits associated with buffer area enhancement/restoration/reestablishment activities (as defined in Section II), release of Credits beyond the initial 15% will adhere to the following schedule:
 - a. Construction release:
 - o 10% (25% cumulative) upon completion of all initial physical and biological improvements made pursuant to the mitigation plan
 - b. After year 1 (the first year) following completion of construction:
 - 65% of total credits (90% cumulative) derived from the area meeting success standards in Exhibit M, Section 3 a-c and subject to IRT approval, acting through the Chair(s) of the first year monitoring report
 - c. The final 10% of total credits (100% cumulative) shall be released when all success criteria (3a-d in Exhibit M) are met.
- 4. <u>Stream Restoration and Enhancement:</u> For those credits associated with stream restoration and enhancement activities (defined in Section II), release of credits beyond the initial 15% will adhere to the following schedule:
 - a. Construction release:
 - o 10% (25% cumulative) upon completion of all initial physical and biological improvements made pursuant to the mitigation plan
 - b. After Year 1 following completion of construction:
 - o if a bankfull event <u>has not</u> occurred this year and all success criteria are met and channel is stable, 10% credit release (35% cumulative)
 - o if a bankfull event <u>has</u> occurred this year, channel is stable and all success criteria are met, 25% credit release (50% cumulative).
 - c. After year 2 following completion of construction:

- o if a bankfull event <u>has not</u> occurred and all success criteria are met and channel is stable, 10% credit release (up to 45% cumulative)
- o if a bankfull event <u>has</u> occurred this year, channel is stable and all success criteria are met, 25% credit release (up to 75% cumulative).
- d. After year 3 following completion of construction:
 - o if a bankfull event <u>has not</u> occurred and all success criteria are met and channel is stable, 10% credit release (up to 55% cumulative)
 - o if a bankfull event <u>has</u> occurred this year, channel is stable and all success criteria are met, 25% credit release (up to 100% cumulative).
- e. After year 4:
 - o if a bankfull event <u>has not</u> occurred and all success criteria are met and channel is stable, 10% credit release (up to 65% cumulative)
 - o if a bankfull event <u>has</u> occurred this year, channel is stable and all success criteria are met, 25% credit release not to exceed the remaining available credits (up to 100% cumulative).
- f. No additional credits will be released after Year 4 until a bankfull event occurs. For each additional monitoring year, no more than 25% of total credits will be released not to exceed the remaining available credits if a bankfull event occurs that year, the channel is stable, and all success criteria are met.

VII. AUTHORITIES OF THE INTERAGENCY REVIEW TEAM (IRT)

- A. The agencies represented on the IRT provide regulatory oversight of the Sponsor's activities related to establishing and carrying out provisions of this MBI. Where this document refers to an action by the IRT, it is intended that the IRT acts through its chairs.
- B. The agencies represented on the IRT will review and provide comments on all project plans, proposed additions of land to the Bank, annual monitoring reports, credit review reports, contingency plans, and necessary permits for the Bank. Comments, if any, on the final construction documents for each phase as described in Exhibit D, additions of land to the Bank, monitoring reports, Credit review reports, contingency plans, and permits for Mitigation Bank construction and operation will be reviewed within thirty (30) calendar days from the date that the Corps provides a complete submittal to the IRT. The Corps Chair shall coordinate such review with members of the IRT so that comments can be provided within the ninety (90) day comment period.
- C. The Corps Chair or the Corps RIBITS Administrator will update the credit ledger for the bank in RIBITS, within thirty (30) days of receiving reports or credit ledgers, unless the Bank Sponsor updates the Bank ledger in RIBITS.
- D. The agencies represented on the IRT will review and approve reports on evaluation of Success Criteria prior to approving Credits within each phase of the Bank.

E. The agencies represented on the IRT may conduct compliance inspections, as necessary to verify Credits available in the Mitigation Bank, assess site conditions, and recommend corrective measures (if any) to the Bank Sponsor, until the terms and conditions of the BDP have been determined to be fully satisfied or until all Credits have been sold, whichever is later.

VIII. OTHER PROVISIONS

C. Dispute Resolution: Resolution of disputes regarding this MBI shall be in accordance with the Department of the Army and Environmental Protection Agency regulations entitled "Compensatory Mitigation for Aquatic Resources" (33 CFR Parts 325 and 332 and 40 CFR Part 230). Disputes related to satisfaction of Success Criteria may be subject to independent review from government agencies or academia that is not part of the IRT. The IRT will evaluate such review and conclusions or recommendations and determine whether the success criteria are met.

<u>D. Validity, Modification, and Termination of the MBI</u>: This MBI will become valid on the latter date of either the Bank Sponsor's signature or the signature of the representative of the Corps and DEQ.

This MBI may only be amended or modified with the written approval of all signatory parties. In the event the Bank Sponsor determines that modifications must be made in the BDP to ensure successful establishment of the Bank, the Bank Sponsor shall submit a written request for such modification to the IRT for approval. The IRT will not unreasonably withhold or delay such approval. Documentation of implemented modifications shall be made consistent with this agreement.

Any proposed modification to the Bank or Bank site, including but not limited to addition of lands to the Bank, establishment of additional Bank sites, additions of different types of mitigation Credit resources (e.g. stream or wetland Credits), or alteration of success criteria will require IRT review and likely amendment of the approved MBI to comply with Corps regulations at 33 CFR 332.8(g) and will likely require use of the most current approved MBI template in use in Virginia.

Any of the IRT members may terminate his/her participation upon written notification to all signatory parties without invalidating this MBI. Participation of the IRT member seeking termination will end thirty (30) days after such written notification.

This MBI (or any approved mitigation plans under an Umbrella Mitigation Bank Instrument) may be considered null and void by the IRT if the physical improvements identified in the mitigation plan (excluding the recordation of real estate instruments) have not been completed within five (5) years of the last date of signature or approval. The Bank Sponsor may reinitiate the process by submitting a new prospectus (or mitigation plan for a Bank Site under an Umbrella Banking Instrument) consistent with the latest MBI template approved for use in Virginia.

E. Specific Language of MBI Shall Guide Interpretation of Exhibits: Any documents executed in accordance with this MBI shall be consistent with the terms herein. The parties agree that MBI exhibits and associated documents will be interpreted in accordance with the terms, conditions, and requirements of MBI.

K. Binding: This MBI shall be immediately valid upon execution by the Bank Sponsor and the Corps, even though it may not, at that time or in the future, be executed by the other potential parties to this MBI. The execution of this MBI by EPA, DEQ, or the USFWS, or other agency, city or county shall grant the executing agency's approval to the proposed Mitigation Bank, under the terms and conditions contained in this MBI, even though all or any of the other potential parties have not signed the MBI. Execution does not signify the agencies' approval of the use of Credits from this Bank in connection with any specific permit or project.

L. Transfer of Mitigation Responsibility: For projects in the service area of this Mitigation Bank that require Department of the Army authorization pursuant to Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, or the Virginia Water Protection Permit Regulations (9 VAC 25-210), if such authorizations require compensatory mitigation, credits from this Mitigation Bank may be used to satisfy those compensatory mitigation requirements if the Bank Sponsor and the Permittee reach a mutually acceptable financial agreement, subject to Corps and/or DEQ written approval on a case-by-case basis. Notwithstanding anything in this Agreement, the Corps and DEQ have sole discretion over how many and what type of Credits are required for permits issued by such agency and whether Credits from this Bank are acceptable as mitigation.

Upon approval of a proposal by the Permittee to secure mitigation bank Credits through a contract with this Mitigation Bank to satisfy all or part of the compensatory mitigation requirements for that Department of the Army and/or DEQ permit, a fully executed contract between the Bank Sponsor and the Permittee shall act to transfer to this Mitigation Bank the responsibility for the required compensatory mitigation to be provided, in perpetuity, by the Mitigation Bank in accordance with the permit.

Mitigation Banking Instrument Addendum 1

IN WITNESS WHEREOF the Sponsor and the various IRT agencies have executed this Instrument on the date herein below last written.

8-19-17 Date

Danny J. Homps & Hartel X 2Port Date

8/3/2017

Mitigation Banking Instrument Addendum 1

IN WITNESS WHEREOF the Sponsor and the various IRT agencies have executed this Instrument on the date herein below last written.

INTERAGENCY REVIEW TEAM

Mitigation Banking Instrument Addendum 1

IN WITNESS WHEREOF the Sponsor and the various IRT agencies have executed this Instrument on the date herein below last written.

INTERAGENCY REVIEW TEAM

By the IRT Chair(s):

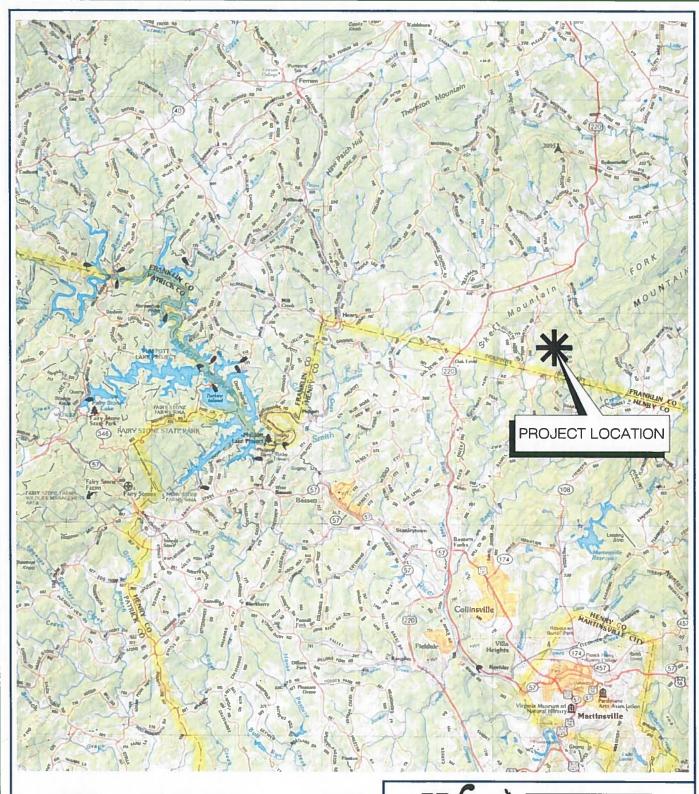
Virginia Department of Environmental Quality

By: DAND C DANS

Its: Din, Ofc. of Westernos & Smooth Properties

Mitigation Banking Instrument

Exhibit A Vicinity and Location Maps





SCALE: 1 INCH = 2.4 MILES

1



WILLIAMSBURG ENVIRONMENTAL GROUP, INC.

FIGURE 1

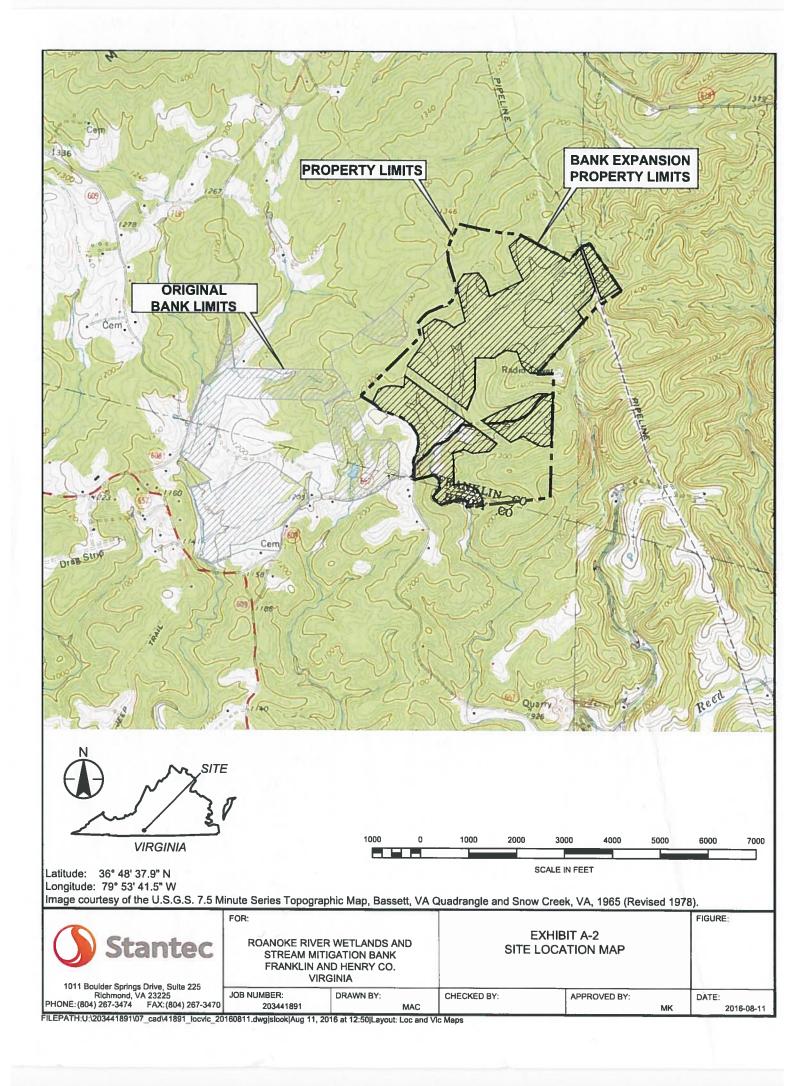
PROJECT VICINITY MAP

ROANOKE RIVER WETLANDS AND STREAM MITIGATION BANK - ADDITIONAL PARCELS

FRANKLIN CO., VA AND HENRY CO., VA

MAY 2014

SOURCE: VIRGINIA ATLAS AND GAZETTEER, DeLORME MAPPING CO., 2005.



Mitigation Banking Instrument

Exhibit B Master Plan

Exhibit C Plat and Title Search & Property Assessment & Warranty Checklist

Property Assessment & Warranty Checklist (If items are applicable to this Bank):

Submittal and approval of the instrument confirming Sponsor or Bank Ownership of Bank lands or necessary interests in Bank land; may include land owner's grant, to the Bank Sponsor or Long-Term Steward of interests and access rights to the land. This instrument should demonstrate that the Bank Sponsor has the right to perform and protect in perpetuity all work, functions and values under the MBI. Such instrument must be recorded in the Bank land chain of title and must identify contact information for the Bank Sponsor or Long-term Steward. (file name = ExhC-Deed_of_Easement 2014)
Protective document recorded by the landowner(s). (will use Exhibit J Declaration of Restrictions)
\square N/A An executed conservation easement that includes a legal description prepared by a registered surveyor incorporating the conservation easement area and the proper recording fee. (will use Exhibit J Declaration of Restrictions)
☑ A title insurance policy insuring the Bank (title binder with filename = ExhC-Title Binder - 20140730)
☑ A 50-year ownership history of the Bank lands including copies of all documents that affect any interest in the Bank lands, including but not limited to easements, licenses, encumbrances, encroachments, mineral rights. (covered under the title insurance policy)
Subordination of any property interest (e.g., mineral rights, mortgages, easements) which interferes with or is in conflict with establishment and protection of the mitigation Bank and/or Protection Document. (file name = ExhC-Subordination_Agreement_2014)
☑ A written statement and warranty from the owner of the Bank lands that there are no easements, encumbrances, or transfers of the property, in whole or in part, not disclosed in the title search. (covered under the title insurance policy)
N/A A written statement from the owner of the Bank lands identifying any monies received, or expected to be received, for natural resources protection, enhancement, or restoration within the proposed Bank lands from federal or state agencies, grants, or non-profits. Acceptance and use of such funds does not prevent the approval of a mitigation Bank, however, credits may be adjusted accordingly as Credits will not be given under the MBI for functions, services or values that have already been considered as the basis for compensation or mitigation under any other program.
N/A If the owner of the Bank lands is not an individual, documentation that the person executing the Protection Document has the authority to convey land on behalf of the company. (not necessary because owner of the additional lands is two individuals, both whom will sign documents)

Mitigation Banking Instrument

This information is necessary to determine if the bank sponsor has authority to enter into the wetland mitigation banking agreement and conservation easement, and to determine if there are defects in the property which would interfere with the establishment and protection of the mitigation bank. When the mitigation banking agreement and conservation easement are signed, they will be recorded by the DEQ with the county register of deeds.

Documents affecting the Bank lands, including the Protection Document must grant the Long-Term Steward enforcement authority concurrent with commencement of his/her/its responsibilities.

If the Bank Sponsor is a company, documentation that the person signing the MBI has the authority to sign. (No. 10 from JPA – Contractor Certification). (file name = ExhC-Certificate_of_Incumbancy-signed.)

CERTIFICATION: I am hereby requesting approval of a mitigation Bank by the IRT, DEQ, VMRC, U.S. Army Corps of Engineers, and/or Local Wetlands Boards for the activities I have described herein. I agree to allow the duly authorized representatives of any regulatory or advisory agency to enter upon the premises of the Bank lands at reasonable times to inspect and photograph site conditions, review proposals to approve the Bank and after Bank establishment, to determine compliance with the MBI.

In addition, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

	_
Bank Sponsor	Date

Notary Seal

Exhibit G

ROANOKE RIVER WETLANDS AND STREAM MITIGATION BANK, LLC MAINTENANCE AND MONITORING FUND

ESCROW AGREEMENT

1	THIS ESCROW AGREE	MENT ("Esc	crow Agreeme	ent") is made an	d entered into as
of the	day of	, 20	by and amor	ng ROANOKE	RIVER
WETLA	NDS AND STREAM M	IITIGATION	BANK, LLC	, a Virginia lim	ited liability
	y ("Sponsor") whose add				
KAUFM	IAN & CANOLES, P.C.	("Escrow A	gent") whose	address is 4801	Courthouse
	uite 300, Williamsburg,				
	nts among the parties spe				
	funds associated with the				

STATEMENT OF PURPOSE

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Appointment</u>. The Sponsor hereby appoints the law firm of Kaufman & Canoles, P.C. as Escrow Agent hereunder, and by its execution thereof, Kaufman & Canoles, P.C agrees to accept such appointment.
- 2. <u>Mitigation Sale Proceeds</u>. Sponsor shall cause Eight Percent (8%) of funds from any mitigation sales relating to the Property to be disbursed, delivered and deposited in a maintenance and monitoring fund escrow with the Escrow Agent as required by Section IV.D. of the Mitigation Banking Instrument. The Escrow Agent agrees to immediately deposit said funds in an escrow account at a federally insured depository institution, and to

hold and disburse said funds, and any interest earned thereon (together the "Mitigation Sales Proceeds") as hereinafter provided.

- 3. <u>Notification of Receipt of Mitigation Sales Proceeds</u>. Upon receipt of any Mitigation Sales Proceeds, Escrow Agent shall provide written confirmation to the Sponsor of receipt of such funds. The Sponsor shall forward copies of this confirmation to the Corps and DEQ
- 4. <u>Release of Funds</u>. The Escrow Agent may only disburse funds in accordance with a written and signed request of the Sponsor or the Long-Term Steward (if applicable), and the IRT.
- 5. Notification of Disbursement of Funds from Escrow Account. The Sponsor, the IRT, acting through its Chair, and/or the Long-Term Steward defined in the Mitigation Banking Instrument (if one has been designated) shall only request that Escrow Agent disburse said funds in accordance with the criteria established in Sections IV.D of the Mitigation Banking Instrument as necessary. The Escrow Agent agrees that it shall only honor requests for disbursements that are made in writing or via electronic mail. A copy of each request for disbursement shall be simultaneously sent by the Sponsor, IRT, or Long-Term Steward to: the Escrow Agent.

Upon receiving written approval from the IRT Chair, including email approval, for any requested disbursement, the Escrow Agent shall release said funds requested by the Sponsor, the IRT, or the Long-Term Steward (if one has been designated) within five (5) days of receiving said approval.

- 6. <u>Instructions</u>. Escrow Agent is instructed and directed by the parties to comply with Section IV.D and E and Section VI. F, H, I, and J. of the Mitigation Banking Instrument and by its execution hereof agrees to comply with Section IV.D and E and Section VI. F, H, I, and J of the Mitigation Banking Instrument.
- 7. <u>Duties of Escrow Agent/Exculpation</u>. The Sponsor agrees that in performing any of its duties under this Agreement, that Escrow Agent shall not be liable to the Sponsor for any loss, costs or damage that it may incur as a result of its service as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, the Escrow Agent shall not incur any liability with respect to (a) any action taken or admitted to be taken in good faith with respect to any questions relating to its duties and responsibilities, or (b) to any action taken or admitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Escrow Agreement, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believes to be genuine, believes to have been signed or presented by a proper person or persons and, in good faith believes to conform with the provisions of this Escrow Agreement. All requests for disbursement requires written approval by the IRT, so disbursements made without such approval are by definition willful or negligent and cannot

provide exculpation to the Escrow Agent. Note that this Agreement does not affect Sponsor's responsibility, obligation and liability under the MBI.

- 8. <u>Indemnification</u>. The Sponsor hereby agrees to indemnify and hold harmless the Escrow Agent and any and all of its partners, agents and/or employees acting hereunder, against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and costs, which may be imposed upon or incurred by Escrow Agent in connection with its service as Escrow Agent, unless such losses, claims, damages, liabilities and expenses are the result of Escrow Agent's willful default or gross negligence.
- 9. <u>Disputes</u>. In an event of dispute between the Sponsor and the IRT, the Escrow Agent shall comply with the IRT, and the Sponsor agrees to defer to the IRT. With regard to disputes not involving the IRT, where circumstances warrant, the Escrow Agent may pay or interplead into the custody of any court of competent jurisdiction all money or Property held by it under the terms of this Escrow Agreement, together with such legal pleadings as it deems appropriate and immediately thereupon it shall be discharged from all duties and responsibilities hereunder.
- 10. <u>Amendment</u>. This Agreement may not be altered or amended except by a writing signed by all parties hereto.
- Agreement upon sixty (60) days written notice to Sponsor. Escrow Agent shall tender all money or property held by it under the terms of the Escrow Agreement to a successor escrow agent designated by Sponsor. Should Sponsor fail to designate a successor escrow agent within ninety (90) days of notice of termination from Escrow Agent, Sponsor agrees that Escrow Agent may (i) designate a successor escrow agent and tender all money or property held by it under the terms of the Escrow Agreement to the said designated successor escrow agent, or (ii) interplead all money or property held by it as permitted by paragraph 8 above.

12. Miscellaneous.

- a. <u>Severability</u>. In the event that any provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions hereof shall not be affected thereby.
- b. <u>Headings</u>. The headings, subheadings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- c. <u>Assignability</u>. This Agreement may not be assigned by any party without the express written consent of all parties hereto.
- d. <u>Successors/Assigns</u>. This Agreement shall be binding upon the parties, their agents, successors, permitted assigns, executors, heirs, administrators, and personal representatives and any other person or entity claiming a right on or through their behalf.
- e. <u>Governing Law</u>. This Agreement shall be subject to and governed by the laws of the Commonwealth of Virginia.

- f. <u>Counterparts.</u> This Agreement may be executed in separate counterparts, and taken together shall have the same effect as if all signatures were contained on the same page. Facsimile signatures shall be given the same effect as originals.
- g. <u>Defined Terms</u>. Capitalized terms used in this Escrow Agreement and not otherwise defined shall have the meanings given them in the Mitigation Banking Instrument.
- 13. Revocation, Modification/Termination. In accordance with regulations at 33 CFR 332.3(n)(5), the Escrow Agent shall provide notice to the IRT through the Chair(s) at least 120 days in advance of any planned termination or revocation of financial assurances. Revocation or termination of financial assurances is subject to approval by the IRT.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and sealed as of the day and year first above written.

SPONSOR:

ROANOKE RIVER WETLANDS AND STREAM MITIGATION BANK, LLC a Virginia limited liability company

By:	
EGGD ONL A GENT	
ESCROW AGENT:	
KAUFMAN & CANOLES, P.C.	
Bv:	

Exhibit H

ROANOKE RIVER WETLANDS AND STREAM MITIGATION BANK, LLC LONG TERM MANAGEMENT FUND

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as
of the day of, 20 by and among ROANOKE RIVER
WETLANDS AND STREAM MITIGATION BANK, LLC, a Virginia limited liability
company ("Sponsor") whose address is 5209 Center Street, Williamsburg, VA 23188, and
KAUFMAN & CANOLES, P.C. ("Escrow Agent") whose address is 4801 Courthouse
Street, Suite 300, Williamsburg, VA 23188, and this Escrow Agreement contains the
agreements among the parties specifically described herein, and governs distribution of
escrow funds associated with the Mitigation Banking Instrument as described below:
The state of the s

STATEMENT OF PURPOSE

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Appointment</u>. The Sponsor hereby appoints the law firm of Kaufman & Canoles, P.C. as Escrow Agent hereunder, and by its execution thereof, Kaufman & Canoles, P.C agrees to accept such appointment.
- 2. <u>Mitigation Sale Proceeds</u>. Sponsor shall cause 0.95% of funds from any mitigation sales relating to the Property to be disbursed, delivered and deposited in a long term management fund escrow with the Escrow Agent as required by Section IV.D. of the Mitigation Banking Instrument. The Escrow Agent agrees to immediately deposit said funds in an escrow account at a federally insured depository institution, and to hold and disburse

said funds, and any interest earned thereon (together the "Mitigation Sales Proceeds") as hereinafter provided.

- 3. <u>Notification of Receipt of Mitigation Sales Proceeds</u>. Upon receipt of any Mitigation Sales Proceeds, Escrow Agent shall provide written confirmation to the Sponsor of receipt of such funds. The Sponsor shall forward copies of this confirmation to the Corps and DEQ
- 4. <u>Release of Funds</u>. The Escrow Agent may only disburse funds in accordance with a written and signed request of the Sponsor or the Long-Term Steward (if applicable), and the IRT.
- 5. Notification of Disbursement of Funds from Escrow Account. The Sponsor, the IRT, acting through its Chair, and/or the Long-Term Steward defined in the Mitigation Banking Instrument (if one has been designated) shall only request that Escrow Agent disburse said funds in accordance with the criteria established in Sections IV.D of the Mitigation Banking Instrument as necessary. The Escrow Agent agrees that it shall only honor requests for disbursements that are made in writing or via electronic mail. A copy of each request for disbursement shall be simultaneously sent by the Sponsor, IRT, or Long-Term Steward to: the Escrow Agent.

Upon receiving written approval from the IRT Chair, including email approval, for any requested disbursement, the Escrow Agent shall release said funds requested by the Sponsor, the IRT, or the Long-Term Steward (if one has been designated) within five (5) days of receiving said approval.

- 6. <u>Instructions</u>. Escrow Agent is instructed and directed by the parties to comply with Section IV.D and E and Section VI. F, H, I, and J. of the Mitigation Banking Instrument and by its execution hereof agrees to comply with Section IV.D and E and Section VI. F, H, I, and J of the Mitigation Banking Instrument.
- 7. Duties of Escrow Agent/Exculpation. The Sponsor agrees that in performing any of its duties under this Agreement, that Escrow Agent shall not be liable to the Sponsor for any loss, costs or damage that it may incur as a result of its service as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, the Escrow Agent shall not incur any liability with respect to (a) any action taken or admitted to be taken in good faith with respect to any questions relating to its duties and responsibilities, or (b) to any action taken or admitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Escrow Agreement, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believes to be genuine, believes to have been signed or presented by a proper person or persons and, in good faith believes to conform with the provisions of this Escrow Agreement. All requests for disbursement requires written approval by the IRT, so disbursements made without such approval are by definition willful or negligent and cannot provide exculpation to the Escrow Agent. Note that this Agreement does not affect

Sponsor's responsibility, obligation and liability under the MBI.

- 8. <u>Indemnification</u>. The Sponsor hereby agrees to indemnify and hold harmless the Escrow Agent and any and all of its partners, agents and/or employees acting hereunder, against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and costs, which may be imposed upon or incurred by Escrow Agent in connection with its service as Escrow Agent, unless such losses, claims, damages, liabilities and expenses are the result of Escrow Agent's willful default or gross negligence.
- 9. <u>Disputes</u>. In an event of dispute between the Sponsor and the IRT, the Escrow Agent shall comply with the IRT, and the Sponsor agrees to defer to the IRT. With regard to disputes not involving the IRT, where circumstances warrant, the Escrow Agent may pay or interplead into the custody of any court of competent jurisdiction all money or Property held by it under the terms of this Escrow Agreement, together with such legal pleadings as it deems appropriate and immediately thereupon it shall be discharged from all duties and responsibilities hereunder.
- 10. <u>Amendment</u>. This Agreement may not be altered or amended except by a writing signed by all parties hereto.
- Agreement upon sixty (60) days written notice to Sponsor. Escrow Agent shall tender all money or property held by it under the terms of the Escrow Agreement to a successor escrow agent designated by Sponsor. Should Sponsor fail to designate a successor escrow agent within ninety (90) days of notice of termination from Escrow Agent, Sponsor agrees that Escrow Agent may (i) designate a successor escrow agent and tender all money or property held by it under the terms of the Escrow Agreement to the said designated successor escrow agent, or (ii) interplead all money or property held by it as permitted by paragraph 8 above.

12. <u>Miscellaneous</u>.

- a. <u>Severability</u>. In the event that any provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions hereof shall not be affected thereby.
- b. <u>Headings</u>. The headings, subheadings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- c. <u>Assignability</u>. This Agreement may not be assigned by any party without the express written consent of all parties hereto.
- d. <u>Successors/Assigns</u>. This Agreement shall be binding upon the parties, their agents, successors, permitted assigns, executors, heirs, administrators, and personal representatives and any other person or entity claiming a right on or through their behalf.
- e. <u>Governing Law</u>. This Agreement shall be subject to and governed by the laws of the Commonwealth of Virginia.

Exhibit I

ROANOKE RIVER WETLANDS AND STREAM MITIGATION BANK, LLC CATASTROPHIC EVENT FUND

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as
of the day of, 20_ by and among ROANOKE RIVER
WETLANDS AND STREAM MITIGATION BANK, LLC, a Virginia limited liability
company ("Sponsor") whose address is 5209 Center Street, Williamsburg, VA 23188, and
KAUFMAN & CANOLES, P.C. ("Escrow Agent") whose address is 4801 Courthouse
Street, Suite 300, Williamsburg, VA 23188, and this Escrow Agreement contains the
agreements among the parties specifically described herein, and governs distribution of
escrow funds associated with the Mitigation Banking Instrument as described below:

STATEMENT OF PURPOSE

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Appointment</u>. The Sponsor hereby appoints the law firm of Kaufman & Canoles, P.C. as Escrow Agent hereunder, and by its execution thereof, Kaufman & Canoles, P.C agrees to accept such appointment.
- 2. <u>Mitigation Sale Proceeds</u>. Sponsor shall cause 1.34% of funds from any mitigation sales relating to the Property to be disbursed, delivered and deposited in a catastrophic event fund escrow with the Escrow Agent as required by Section IV.D. of the Mitigation Banking Instrument. The Escrow Agent agrees to immediately deposit said funds in an escrow account at a federally insured depository institution, and to hold and disburse

said funds, and any interest earned thereon (together the "Mitigation Sales Proceeds") as hereinafter provided.

- 3. <u>Notification of Receipt of Mitigation Sales Proceeds</u>. Upon receipt of any Mitigation Sales Proceeds, Escrow Agent shall provide written confirmation to the Sponsor of receipt of such funds. The Sponsor shall forward copies of this confirmation to the Corps and DEO
- 4. Release of Funds. The Escrow Agent may only disburse funds in accordance with a written and signed request of the Sponsor or the Long-Term Steward (if applicable), and the IRT.
- 5. Notification of Disbursement of Funds from Escrow Account. The Sponsor, the IRT, acting through its Chair, and/or the Long-Term Steward defined in the Mitigation Banking Instrument (if one has been designated) shall only request that Escrow Agent disburse said funds in accordance with the criteria established in Sections IV.D. of the Mitigation Banking Instrument as necessary. The Escrow Agent agrees that it shall only honor requests for disbursements that are made in writing or via electronic mail. A copy of each request for disbursement shall be simultaneously sent by the Sponsor, IRT, or Long-Term Steward to: the Escrow Agent.

Upon receiving written approval from the IRT Chair, including email approval, for any requested disbursement, the Escrow Agent shall release said funds requested by the Sponsor, the IRT, or the Long-Term Steward (if one has been designated) within five (5) days of receiving said approval.

- 6. <u>Instructions</u>. Escrow Agent is instructed and directed by the parties to comply with Section IV.D and E and Section VI. F, H, I, and J. of the Mitigation Banking Instrument and by its execution hereof agrees to comply with Section IV.D and E and Section VI. F, H, I, and J of the Mitigation Banking Instrument.
- 7. <u>Duties of Escrow Agent/Exculpation</u>. The Sponsor agrees that in performing any of its duties under this Agreement, that Escrow Agent shall not be liable to the Sponsor for any loss, costs or damage that it may incur as a result of its service as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, the Escrow Agent shall not incur any liability with respect to (a) any action taken or admitted to be taken in good faith with respect to any questions relating to its duties and responsibilities, or (b) to any action taken or admitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Escrow Agreement, not only as to its due execution and validity and effectiveness of its provisions. but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believes to be genuine, believes to have been signed or presented by a proper person or persons and, in good faith believes to conform with the provisions of this Escrow Agreement. All requests for disbursement requires written approval by the IRT, so disbursements made without such approval are by definition willful or negligent and cannot provide exculpation to the Escrow Agent. Note that this Agreement does not affect

Sponsor's responsibility, obligation and liability under the MBI.

- 8. <u>Indemnification</u>. The Sponsor hereby agrees to indemnify and hold harmless the Escrow Agent and any and all of its partners, agents and/or employees acting hereunder, against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and costs, which may be imposed upon or incurred by Escrow Agent in connection with its service as Escrow Agent, unless such losses, claims, damages, liabilities and expenses are the result of Escrow Agent's willful default or gross negligence.
- 9. <u>Disputes</u>. In an event of dispute between the Sponsor and the IRT, the Escrow Agent shall comply with the IRT, and the Sponsor agrees to defer to the IRT. With regard to disputes not involving the IRT, where circumstances warrant, the Escrow Agent may pay or interplead into the custody of any court of competent jurisdiction all money or Property held by it under the terms of this Escrow Agreement, together with such legal pleadings as it deems appropriate and immediately thereupon it shall be discharged from all duties and responsibilities hereunder.
- 10. <u>Amendment</u>. This Agreement may not be altered or amended except by a writing signed by all parties hereto.
- Agreement upon sixty (60) days written notice to Sponsor. Escrow Agent shall tender all money or property held by it under the terms of the Escrow Agreement to a successor escrow agent designated by Sponsor. Should Sponsor fail to designate a successor escrow agent within ninety (90) days of notice of termination from Escrow Agent, Sponsor agrees that Escrow Agent may (i) designate a successor escrow agent and tender all money or property held by it under the terms of the Escrow Agreement to the said designated successor escrow agent, or (ii) interplead all money or property held by it as permitted by paragraph 8 above.

12. Miscellaneous.

- a. <u>Severability</u>. In the event that any provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions hereof shall not be affected thereby.
- b. <u>Headings</u>. The headings, subheadings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- c. <u>Assignability</u>. This Agreement may not be assigned by any party without the express written consent of all parties hereto.
- d. <u>Successors/Assigns</u>. This Agreement shall be binding upon the parties, their agents, successors, permitted assigns, executors, heirs, administrators, and personal representatives and any other person or entity claiming a right on or through their behalf.
- e. <u>Governing Law</u>. This Agreement shall be subject to and governed by the laws of the Commonwealth of Virginia.

Mitigation Banking Instrument

- f. <u>Counterparts.</u> This Agreement may be executed in separate counterparts, and taken together shall have the same effect as if all signatures were contained on the same page. Facsimile signatures shall be given the same effect as originals.
- g. <u>Defined Terms</u>. Capitalized terms used in this Escrow Agreement and not otherwise defined shall have the meanings given them in the Mitigation Banking Instrument.
- 13. Revocation, Modification/Termination. In accordance with regulations at 33 CFR 332.3(n)(5), the Escrow Agent shall provide notice to the IRT through the Chair(s) at least 120 days in advance of any planned termination or revocation of financial assurances. Revocation or termination of financial assurances is subject to approval by the IRT.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and sealed as of the day and year first above written.

SPONSOR:

ROANOKE RIVER WETLANDS AND STREAM MITIGATION BANK, LLC a Virginia limited liability company

Ву:	
ESCROW AGENT:	
KAUFMAN & CANOLES, P.C.	
By:	

Exhibit J

Prepared by/after recording return to: Kaufman & Canoles, P.C. 4801 Courthouse Street, Suite 300 Williamsburg, VA 23188 (757) 259-3800

Henry County Tax Map No.: Portion of 242655000

Franklin County Tax Map Nos.: Portion(s) of 1190006700; 1190002900; 1190003000

DECLARATION OF RESTRICTIONS

OF

ROANOKE RIVER WETLANDS AND STREAM MIGITATION BANK, LLC

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this ____ day of _____, 20___, by **DANNY L. THOMPSON** and **MARTHA H. THOMPSON**, husband and wife (the "Owners"), to be indexed as Grantors, provides as follows:

Recitals:

WHEREAS, Danny L. Thompson and Martha H. Thompson are the owners of certain property more fully described on EXHIBIT A attached hereto ("Parcel 1"); it being a portion of the same property conveyed to Danny L. Thompson and Martha H. Thompson, husband and wife, by deed dated February 19, 2013 from Hopkins, L.L.C., said deed recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia ("Franklin County Clerk's Office") in Deed Book 1028, page 1756, and the Clerk's Office of the Circuit Court of Henry County, Virginia (the "Henry County Clerk's Office"), as Instrument Number 130000622;

WHEREAS, Danny L. Thompson and Martha H. Thompson are the owners of certain property more fully described on <u>EXHIBIT B</u> attached hereto ("Parcel 2"); it being a portion of the same property conveyed to Danny L. Thompson and Martha H. Thompson, husband and wife, by deed dated January 10, 2013 from James W. Elliott, Special Commissioner, said deed recorded in the Franklin County Clerk's Office in Deed Book 1026, page 2761;

WHEREAS, Danny L. Thompson and Martha H. Thompson are the owners of certain property more fully described on <u>EXHIBIT C</u> attached hereto ("Parcel 3" and together with Parcel 1 and Parcel 2, collectively, the "Property"); it being the same property conveyed to Danny L. Thompson and Martha H. Thompson, husband and wife, by deed dated April 12, 2013 from Benton Bray Blackard and Dathne Blackard Barbour, Co-Administrators C.T.A. of the Estate of Benton S. Blackard and Co-Trustees of the Benton S. Blackard Trust, said deed recorded in the Franklin County Clerk's Office as Instrument Number 130003046;

WHEREAS, Owners desire to comply with the conditions of the Mitigation Banking Instrument (the "MBI") between Roanoke River Wetlands and Stream Mitigation Bank, LLC and the Interagency Review Team ("IRT"), which consists of the U.S. Army Corps of Engineers (the "Corps") U.S. Environmental Protection Agency ("EPA") the U.S. Fish and Wildlife Service ("FWS"), the Virginia Department of Environmental Quality ("DEQ"), Virginia Department of Conservation and Recreation ("DCR"), the Virginia Department of Forestry ("VDOF), and the Virginia Department of Game and Inland Fisheries ("DGIF"), dated May 2011, by imposing these restrictive covenants on portions of the Property that may consist of preserved wetlands and streams, restored wetlands and streams, enhanced wetlands and streams, created wetlands, uplands, riparian buffers, and areas to be converted into wetlands.

WHEREAS, Owners desire to impose restrictive covenants in perpetuity expressing Owners' intent to preserve 237.82 acres of the Property (the "Mitigation Area") as shown on the plat attached as EXHIBIT D, and as described as the Roanoke River Wetlands and Stream Mitigation Bank in perpetuity as detailed below. These covenants are imposed by the Owners freely and voluntarily.

WHEREAS, the Property may contain land, functions, values and services that serve as compensation and mitigation for impacts to state waters and Waters of the U. S. that were permitted by the Corps and the DEQ;

WHEREAS, on account of the fact that the Property may serve as compensation for such above- referenced impacts, the Corps and the DEQ are third-party beneficiaries under this Declaration of Restrictive Covenants; and

NOW THEREFORE THIS DECLARATION WITNESSETH: Owners do hereby declare, covenant and agree, for themselves and their successors and assigns, that said Mitigation Area shall hereafter be held, leased, transferred and sold subject to the following conditions and restrictions which shall run with the land and be binding in perpetuity and forever on all parties and persons claiming under them.

Covenants and Restrictions.

- 1. **Covenants**. The Mitigation Area shall be preserved in perpetuity in its natural state, by prohibiting the following activities:
 - 1.1 Destruction or alteration of the area shown on EXHIBIT D, except:
- a) Alteration necessary to construct the Mitigation Area and associated improvements, such as dams, outlet structures and spillways, nature trails, and interpretive stations, proposed to be built by Roanoke River Wetlands and Stream Mitigation Bank, LLC, or its successors and/or assigns, for the Roanoke River Wetlands and Stream Mitigation Bank as approved in the MBI;

- b) Alterations necessary to ensure the success of the Roanoke River Wetlands and Stream Mitigation Bank including monitoring, reconstruction or maintenance of the constructed Mitigation Area as approved by the IRT;
- c) With approval of the IRT, alterations to construct structures such as walkways, boardwalks, foot trails, wildlife observation or management structures, benches, observation decks, picnic tables, fence posts (spaced in a manner so that neither the posts nor the fence itself prevents the natural movement of water), fish ladders, and ecological, biological, hydrological or chemical monitoring, observation or management equipment including, without limitation, monitoring wells, water control weirs or interpretive stations, or other structures approved by the IRT, provided that
 - (i) Any such structures permit, and do not impede, the natural movement of water, and
- (ii) Such facilities are constructed and maintained in accordance with all applicable federal and state laws;
- d) Addition of signs constructed in public right of ways by or on behalf of the Virginia Department of Transportation or other governmental agencies;
- e) Removal of vegetation (where not precluded by federal or state law) when approved by the IRT and conducted for
 - (i) Removal of noxious or invasive plants, or
 - (ii) Public safety purposes
- f) Planting of native species of wetlands plants by hand for aesthetic landscaping or screening purposes and where not prohibited by the MBI; and
- g) Alteration as reasonably necessary to comply with state or federal law or appropriate court order.
- 1.2 Construction, maintenance or placement of any structures or fills including but not limited to buildings, building pads, mobile homes, other than those which currently exist.
- 1.3 Ditching, draining, diking, damming, filling, excavating, grading, plowing, flooding/ponding, mining or drilling, placing of trash and yard debris or removing/adding topsoil, sand, or other materials (except as may be necessary on a case-by-case basis with prior written approval by the IRT), other than any authorized under the MBI.
 - 1.4 Permitting livestock to graze, inhabit or otherwise enter the preservation area.

- 1.5 Harvesting, cutting, logging, and pruning of trees and plants, or using fertilizers and spraying with biocides other than what is authorized by the MBI (except as may be necessary on a case-by-case basis with prior approval by the IRT).
- 1.6 Utilizing a non-reporting Nationwide Permit or State Program General Permit under Section 404 of the Clean Water Act or state general permits under VWPP regulations to impact any Water of the U.S., or any State Waters on the Property. Notification shall be required for the use of any Nationwide Permit, State Program General Permit, Regional Permit, or state general permit under VWPP regulations.
 - 1.7 Further subdividing the area shown on Exhibit C.
- 2. **Restrictions.** The Property (as defined above, and intended here to refer specifically to the lands surrounding the Mitigation Area) shall be restricted as follows:
- 2.1. No livestock shall be permitted upon the Property, including without limitation the grazing, pasturage, storing, running or other activities requiring or involving the presence of livestock on the Property.
- 2.2. The Owners, their successors and or assigns may obtain relief from the provisions of this paragraph restricting the activities of livestock outside the Mitigation Area upon erection and maintenance of a fence preventing livestock from entering into the Mitigation Area.
- 3. **Amendment.** This Declaration and the covenants contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Owners or their successor in interest and the IRT. The Owners or their successor may apply to the IRT for vacation or modification of this declaration; however, after recording, these restrictive covenants may only be amended or vacated by a recorded document signed by the signatory members of the IRT and the Owners or their successor in interest.
- 4. **Notice.** The Corps and DEQ shall be provided with a 60-day advance written notice of any legal action concerning these restrictive covenants or of any action to extinguish, void or modify the restrictive covenants in whole or in part. These restrictive covenants are intended to survive foreclosure, bankruptcy, condemnation or judgments affecting this Property.
- 5. Compliance Inspections and Enforcement. The IRT, and its authorized agents and the designated Long Term Steward of the Mitigation Bank, shall have the right to enter and go on the Property to inspect the Mitigation Area and take actions necessary to verify compliance with these restrictive covenants. The restrictive covenants herein shall be enforceable by any proceeding at law or in equity or administrative proceeding by the IRT, including the Corps or DEQ or citizens. Failure by any agency (or owner) to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the rights to do so thereafter.

6. **Provision.** Should an easement, right, or lease on or to the Property not shown on the survey or listed in Exhibit A or Exhibit B, and prior in time and recording to these restrictive covenants, or unrecorded, be exercised in such a manner that it conflicts with or voids the prohibited uses of the Mitigation Area set out in these restrictive covenants, then the Bank Sponsor of the Bank shall be responsible for providing alternative conservation mitigation in such amounts and of such service and function as the Corps, DEQ, IRT or any enforcer of these restrictive covenants shall determine in accordance with the Clean Water Act and/or Sections 62.1-44.15:20-23 of the Code of Virginia.

7. Eminent Domain

- 7.1 If any Property is condemned or taken pursuant to governmental action or other exercise of the power of eminent domain (a "Taking"), or if Bank Sponsor or Owner of the property receives notice of a potential Taking, Bank Sponsor will notify IRT in writing.
- 7.2 Bank Sponsor has the obligation to pursue an award for the value of any Lost Mitigation (as defined in subsection (c)). If Bank Sponsor or Owner of the property receives an award or any type of compensation from or related to the Taking that represents the value of any Lost Mitigation, then Bank Sponsor will use that award, net of the cost and expense incurred by Bank Sponsor or Owner of the Property to pursue the award, to replace the Lost Mitigation, in accordance with instructions and approval of the IRT.
- 7.3 For purposes of this Section, "Lost Mitigation" means those Functions and Values (as hereafter defined) lost in the Taking for which credits have been sold by Bank Sponsor at the time of the Taking. "Functions and Values" means preservation, enhancement and restoration of streams, wetlands and other aquatic resources.
- 7.4 It is the intention of Bank Sponsor and IRT that (i) this section requires Bank Sponsor to replace lost Functions and Values only when Bank Sponsor has, as of the time of the Taking, sold the credits derived from the lost Functions and Values and (ii) Bank Sponsor's obligation under those circumstances is limited to the award Bank Sponsor or Owner of the property receives for the value of the lost Functions and Values, net of the cost and expense incurred by Bank Sponsor or Owner of the Property to pursue the award.
- 8. **Litigation in Court.** In any state court action, Corps reserves the right to be represented by the U.S. Department of Justice and/or to remove a legal action affecting jurisdictional waters of the U.S. to the United States Federal District court in the district where the land lies.
- 9. **Separability Provision.** The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or

any portion thereof shall not affect the validity or enforceability of any other provision thereof.

10. Consent of Lender and Trustee.

- 10.1 The Lyons State Bank is the noteholder of obligations which are secured by, among other things, a deed of trust dated March 12, 2013, from Danny L. Thompson and Martha H. Thompson to Dale Profitt, trustee, recorded in the Franklin County Clerk's Office in Deed Book 1029 at page 1925 and recorded in the Henry County Clerk's Office as Instrument Number 130001961, which said deed of trust grants a lien on Parcel 1 and Parcel 2.
- The Lyons State Bank is the noteholder of obligations which are secured by, among other things, a deed of trust dated April 15, 2013, from Danny L. Thompson and Martha H. Thompson to Dale Profitt, trustee, recorded in the Franklin County Clerk's Office in Deed Book 1031, page 1476 as Instrument Number 130003047, which said deed of trust grants a lien on Parcel 3.
- 10.3 The trustees of the above-described deeds of trust joins in execution of this Declaration for purposes of agreeing to subordination of the liens of the aforesaid deeds of trust to the terms and conditions of this Declaration.

Remainder of page intentionally blank.

WITNESS the following sign	gnature the day and year first above written.
	DANNY L. THOMPSON
	, to-wit: as acknowledged before me this day of, J, who is personally known to me or produced a valid form
	Notary Public
My commission expires:	
My registration number is	

Roanoke I	River	Wetlands	and Stream	Mitigation	Rank

	(SEAL) MARTHA H. THOMPSON
2014, by MARTHA H. THOMPSON, w	, to-wit: knowledged before me this day of, who is personally known to me or produced a valid
form of proof of identification.	Notary Public
My commission expires:	
My registration number is	

		3
	TRUSTEE:	
	By: Name:	(SEAL)
STATE OFCITY/COUNTY OF	,	
The foregoing documen	t was acknowledged before	e me this day of as trustee, who is personally
known to me or produced a vali	d form of proof of identific	cation.
		Notary Public
My commission expires:Registration Number:		

EXHIBIT A

Parcel 1

The land referred to herein below is situated in the County of Franklin and the County of Henry, Commonwealth of Virginia, and is described as follows:

ALL that certain tract or parcel of real estate belonging, situate and being mostly in the Snow Creek Magisterial District of Franklin County, Virginia and partially in the Reed Creek Magisterial District of Henry County, Virginia, containing 197.0273 acres, more or less, as shown on that certain plat of survey by Larry G. Rakes, L.S., a copy of said survey being of record in the Office of the Clerk of the Circuit Court of Franklin County, Virginia, in Deed Book 768, page 960 and in Deed Book 1028, page 1759, being of record in the Office of the Clerk of the Circuit Court of Henry County, Virginia, a part of Instrument #130000622.

EXHIBIT B

Parcel 2

The land referenced to herein below is situated in the County of Franklin, Commonwealth of Virginia, and is described as follows:

ALL that certain tract or parcel of real estate thereunto belonging, situate and being in the Snow Creek Magisterial District of Franklin County, Virginia, lying near County Route 618, containing 83 acres, more or less, nevertheless this being a conveyance in gross by the boundary and not by the acre.

TOGETHER WITH a perpetual right of way easement for access over the 68 acre parcel of land presently owned by Danny L. Thompson and Martha H. Thompson, which was conveyed to the said Danny L. Thompson and Martha H. Thompson by Deed of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 925, page 706, to and from the presently existing State Road.

EXHIBIT C

Parcel 3

ALL that certain tract or parcel of real estate belonging, situate and being mostly in the Snow Creek Magisterial District of Franklin County, Virginia, containing 97.702 acres, more or less, as shown on that certain plat of survey by J.A. Gustin, L.S., dated April 22, 1985, a copy of said survey recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 1031, page 1470.

TOGETHER WITH a perpetual right of way easement for access to the above described property over Parcel 2 of land presently owned by Danny L. Thompson and Martha H. Thompson, which was conveyed to the said Danny L. Thompson and Martha H. Thompson by Deed of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 1026, page 2761, and over that 68 acre parcel of land presently owned by Danny L. Thompson and Martha H. Thompson by Deed of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 925, page 706, to and from the presently existing State Road to provide access to the above described property.

EXHIBIT D

Plat Showing Mitigation Bank Easement Containing 237.82 Acres in Favor of Roanoke River Wetlands and Stream Mitigation Bank, LLC Located in Franklin and Henry Counties, Virginia

Exhibit L Crediting and Debiting Procedure for the Bank

I. Impact Debit Values

The U.S. Army Corps of Engineers ("Corps") and the Virginia Department of Environmental Quality ("DEQ") shall determine the appropriate and specific number of Mitigation Credits necessary to be Debited against the Bank to achieve no net loss of Functions and values during the permit process based upon their use of methods determined to be appropriate by said agencies, of the impact areas and the status of this Bank

II. Mitigation Credit Creation

A. Pre-Construction

Mitigation Credits shall be created by development of a Mitigation area in substantial conformance with the Mitigation Site Plan described in Exhibit D (BDP) of the Banking Instrument. The number of Credits created by this Mitigation Bank shall initially be based upon the Bank Development Plan.

Stream credits are derived using the USM or current stream assessment and credit methodology. Credits may then be adjusted by the IRT if as-built conditions differ substantially from the areas projected in the Mitigation Site Plan projections as determined by the IRT acting through the IRT Chair(s). Adjustments may include changes in the number of available Credits, credit composition, or minimum credit ratios associated with use of the Bank. Each acre of land area within the Bank described in Exhibit B shall be designated by the Mitigation Site Plan as to which types of land forms, as classified by the Cowardin System, shall be restored or created by grading and/or water impoundment. The number of Credits created by this plan shall be based on community or cover type and the use of the Unified Stream Methodology.

The exact number of Credits created is determined by the Mitigation Site Plan and adjusted based upon final as-built conditions. The number of Credits is estimated to be: zero (0) wetland credits and 20,866 (original) + 6,767 (Bank expansion) stream credits.

The IRT agrees that if a conservation easement approved by the IRT is recorded over the property with a Long-Term Steward approved by the IRT named as easement holder, credit composition will be revised so that 5% less land area is required to generate a mitigation credit than would be required under a restrictive covenant. The conservation organization must meet the following criteria:

- May hold easements which are perpetual in duration in accordance with the Virginia Conservation Easement Act (has had a principal office in the Commonwealth of Virginia for at least five years,
- Is a charitable corporation exempt from taxation pursuant to 26USCA 501 (c)(3), and a "qualified organization" and an "eligible donee" under Section 170(h)(3) of the internal Revenue Code and Treasury Regulation §1.170A-14(c)(1), whose purposes include those specified in the Virginia Conservation Easement Act, and has had a principal office in the Commonwealth of Virginia for at least five years,

Any proposed changes in credit composition must be proposed in the MBI. A copy of the recorded document shall be provided to the Corps within thirty (30) days of recordation.

B. Post-Construction

During or after the fifth growing season, the Chair(s), acting in consultation with the IRT, may assess the Functions and values of this ecological system (or when requested to do so by the Bank Sponsor). The IRT may issue a written determination to the Bank Sponsor that due to the demonstration of successful performance, the number of Credits attributable to this Mitigation Bank may be modified to reflect the Functions and values provided.

III. Accounting Procedures

- A. The Bank Sponsor shall comply with the accounting procedures described in Section VI.D of the Banking Instrument and the quantitative assessment of Credits and Debits for permitted impacts as described herein.
- B. In no event shall the cumulative total area of impacts to wetlands permitted to use Credits from the Mitigation Bank exceed the total area of wetlands created by this Mitigation Bank.
- C. If the Mitigation Bank is constructed in Phases, the accounting of Credits shall duly reflect this phasing of work.

5,327

N/A

N/A

1,917

N/A

N/A

24%

27,633

Original MBI	Bank Expansion	Original MBI	Bank Expansion
Linear Feet/Acres		Proposed Credit	
5,576 LF	92 LF	5,576	92
989 LF	0 LF	297	0
4,328 LF	0 LF	1,078	0
4,393 LF / 1.7 Ac	22,894 LF/ 220.8 Ac	42	4,758
153.9 Ac	0	8,546	0
	5,576 LF 989 LF 4,328 LF 4,393 LF / 1.7 Ac	Original MBI Expansion Linear Feet/Acres 5,576 LF 92 LF 989 LF 0 LF 4,328 LF 0 LF 4,393 LF / 1.7 Ac 22,894 LF/ 220.8 Ac	Original MBI Expansion Original MBI Linear Feet/Acres Propose 5,576 LF 92 LF 5,576 989 LF 0 LF 297 4,328 LF 0 LF 1,078 4,393 LF / 1.7 Ac 22,894 LF/ 220.8 Ac 42

38,272 LF / 376.4 Ac

Adjustment Factors (LF)
Other - add intermediate

Total for Entire Bank

5% Conservation Easement

values here

Percent of credits involving preservation only ** Linear feet and credits are subject to change based on the results of the as-built report, boundary surveys, delineations, and monitoring reports

Exhibit Q Long-Term Management Plan

Long-term Management Plan For The Roanoke River Wetlands and Stream Mitigation Bank

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Mitigation Banking Instrument Addendum 1

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Appendix A: Invasive Species Fact Sheets

Appendix B: The Property Analysis Record (PAR)

Long-Term Management Plan

I Introduction

A Purpose of Establishment

The Roanoke River Wetlands and Stream Mitigation Bank ("Bank") was established by the Mitigation Bank Instrument ("MBI") to compensate for unavoidable impacts to, and to conserve and to protect aquatic resources and associated buffers. The Bank (Site) property includes 9.88 acres of aquatic resources including 3.7 (original) + 1.58 (Bank Expansion) acres of non-tidal wetlands and 0.64 (original) + 0 (Bank Expansion) acres of open waters, 5,576 (original) + 92 (Bank Expansion) linear feet of restored stream channel, 5,317 (original) + 0 (Bank Expansion) linear feet of enhanced stream channel, 1.7 (original) + 220.8 (Bank Expansion) acres of preserved riparian buffer and 153.9 (original) +0 (Bank Expansion) acres of restored or enhanced riparian buffer. The IRT Agencies include the Norfolk District of the U.S. Army Corps of Engineers, Region 3 of the U.S. Environmental Protection Agency, the Virginia Field Office of the U.S. Fish and Wildlife Service, the Virginia Department of Environmental Quality, the Virginia Department of Game and Inland Fisheries, the Virginia Department of Conservation and Recreation, and the Virginia Department of Forestry. Terms used in this management plan have the same meaning as defined in the MBI.

B Purpose of this Long-term Management Plan

The purpose of this long-term management plan is to ensure the Bank or Bank Site is managed, monitored, and maintained in perpetuity. This management plan establishes objectives, priorities and tasks to monitor, manage, maintain and report on the aquatic resources, associated buffers, covered species and covered habitat on the Bank. This management plan is a binding and enforceable instrument, implemented in accordance with the MBI and the real estate protection instrument (conservation easement or declaration of restrictions) covering the Bank property.

C Long Term Steward and Responsibilities

The Long-Term Steward is Roanoke River Wetlands and Stream Mitigation Bank, LLC. The Long-Term Steward, and subsequent Long-Term Stewards upon transfer, shall implement this long-term management plan, managing and monitoring the bank property in perpetuity to preserve its habitat and conservation values in accordance with the Bank's MBI, conservation easement and/or declaration of restrictions, and the long-term management plan. Long-term management tasks shall be funded through the Long-Term Management Fund. The Long-Term Steward must maintain a copy of the MBI and all addendums associated with the Bank (Site) including all deed restrictions and easements. The Long-Term Steward shall be responsible for providing an annual report to the IRT detailing the time period covered, an itemized account of the management tasks and total amount expended. Any subsequent grading, or alteration of the site's hydrology and/or topography

by the Long-Term Steward or its representatives must be approved by the IRT and the necessary permits, such as a Section 404 permit and/or Virginia Water Protection Permit, must be obtained if required.

D Eminent Domain

- (a) If any Property is condemned or taken pursuant to governmental action or other exercise of the power of eminent domain (a "Taking"), or if the Long Term Steward or Owner of the property receives notice of a potential Taking, Long Term Steward will notify IRT in writing.
- (b) Long Term Steward has the obligation to pursue an award for the value of any Lost Mitigation (as defined in subsection (c)). If Long Term Steward or Owner of the property receives an award or any type of compensation from or related to the Taking that represents the value of any Lost Mitigation, then Long Term Steward will use that award, net of the cost and expense incurred by Long Term Steward or Owner of the property to pursue the award, to replace the Lost Mitigation, in accordance with instructions and approval of the IRT.
- (c) For purposes of this Section, "Lost Mitigation" means those Functions and Values (as hereafter defined) lost in the Taking for which credits have been sold by Bank Sponsor at the time of the Taking. "Functions and Values" means preservation, enhancement and restoration of streams, wetlands and other aquatic resources.
- (d) It is the intention of Long Term Steward and IRT that (i) this section requires Long Term Steward to replace lost Functions and Values only when Bank Sponsor has, as of the time of the Taking, sold the credits derived from the lost Functions and Values and (ii) Long Term Steward's obligation under those circumstances is limited to the award Long Term Steward or Owner of the property receives for the value of the lost Functions and Values, net of the cost and expense incurred by Long Term Steward or Owner of the property to pursue the award.

II Property Description

A Setting and Location

The Bank (Site) is located at 170 Pawnee Lane, Henry County, in the Commonwealth of Virginia. The original Bank is designated as Parcel No. 075870005 in Henry County and Tax Map No. 1190006401, 1190006400, and 1190006500 in Franklin County. The Bank expansion is designated as Tax Map No. 1190002900, 1190003000, and 1190006700 in Franklin County. The Property is shown on the general vicinity map (Exhibit A in MBI) and the bank property map (Exhibit B & C in MBI). The Bank consists of 182.0 acres within the approximate 358.87 acre original property + 237.82 acres within the approximate 392.95 acre Bank expansion property. The general vicinity map shows the Bank location in relation to cities, towns, or major roads, and other distinguishable landmarks. The Bank property map shows the Bank property boundaries on a topographic map.

B History and Land Use

The land in the general area of the Bank site currently consists of open farm pasture with grassy knolls, steep slopes, and wooded areas centered on the existing stream channels along with mature hardwood forests, late-succession regenerative growth, and upland pine stands. Aerial photographs dating to 1948 show the southern and western portions of the site as open, indicating livestock grazing has been taking place on the site for over 60 years. Within the last 20 to 25 years, the northeast area of the site has been cleared of trees providing more land for grazing. The Bank Expansion Property in the eastern portion of the site has primarily remained forested with upland areas used for timber. The last timber harvest was approximately 8-10 years ago and this area is currently undergoing regenerative growth.

The context of the site is rural in character with scattered rural residential homes and large tracts of woodland. The area is currently zoned Agricultural Forestry/Rural Residential and the Comprehensive Plans for Henry and Franklin Counties do not indicate any future development or change in zoning within the immediate area.

C Cultural Resources

The review of The Virginia Department of Historic Resources (DHR) Data Sharing System (DSS) revealed three archaeological resources within a 2-mile search radius of the Bank site originally. One additional archaeological resource was identified within a 2-mile search radius of the Bank Expansion Property. The four resources are located near the Bank, outside the property limits. There are no known archaeological or architectural resources within the proposed Bank site.

At the request of the DHR, an Identification (Phase 1) archaeological survey was conducted in all areas that may be affected by construction related activities on the original Bank. The results are included in Exhibit R of the approved MBI. The area identified for stream work on the Bank Expansion Property is located in a disturbed / low probability area and therefore did not warrant a Phase1 survey.

D Hydrology and Topography

Most stream channels are first order, originating on the Property while the largest streams (S1 on the original Bank and R3 on the Bank Expansion Property) are third order streams. The few wetlands located on site are primarily driven by surface flows and are located in low lying areas of the site. Elevations on site range from approximately 1,480 feet in the uplands of the Bank Expansion Property of the site to approximately 1,080 feet along the main tributary as it exits the southern portion of the original Bank site. The site is characterized by steep to moderate slopes with the majority of the streams originating on site. Upper reaches of the streams are fed primarily by surface runoff, with a few groundwater seeps occasionally present moving down-stream.

E Soils

The Bank is located within the Piedmont Physiographic Region. The soils of this region are derived from residuum weathered from mica schist, mica gneiss, metagrawacke, and high grade metamorphic parent material. The soils along the flood plain of the streams that transect the property are derived from alluvium deposited from the erosion of the soils weathered from these parent materials. According to the Natural Resources Conservation Service (NRCS) Soil Survey for Franklin County, Virginia and the Soil Survey for Henry County, Virginia, the site is situated on eight soil series: Clifford fine sandy loam, Codorus loam, Comus-Maggodee-Elsinboro complex, Colescreek-Delanco complex, Hickory Knob-Rhodhiss-Stott Knob complex, Minnieville loam, Woolvine-Fairview-Westfield complex and Woolvine-Clifford complex. None of the above soil series are classified by the NRCS as hydric.

F Existing Easements

Easements within the original Property limits include several overhead electric distribution lines, an Appalachian Power Company (APCO) transmission line, and a buried cable utility line. Additional easements on the Bank Expansion Property include the same APCO transmission line, a Lee Telephone Company easement, and a Plantation Pipe Line Company gas line. At the locations of the three culverts, VDOT maintains a drainage easement which extends approximately 25-feet upstream or downstream from the edge of the culvert. In addition, the original property has a Virginia Outdoors Foundation (VOF) easement which limits future development. This easement is being amended to include the Bank Expansion Property. Besides allowing agricultural and forestry practices, the easement also allows 1) wetland and stream bank restoration, or erosion control, pursuant to a governmental permit, 2) fencing along or within the buffer area, 3) construction and maintenance of stream crossings that do not obstruct water flow, and 4) creation and maintenance of foot or horse trails with unimproved surfaces.

The attached Bank Development Plan depicts the locations of the above easements.

Since stream credits are being obtained from several watersheds extending beyond the Bank limits but within the property due to the protections afforded by the VOF easement, a summary of the restrictions and allowances in the VOF easement that could occur within portions of these watersheds is listed below. Summary of VOF Easement Restrictions/Allowances

- This deed conforms to both Henry County and Franklin County land use policies as outlined in their respective Comprehensive Plans
- Property not to be divided into more than three parcels

Buildings:

- Three single family dwellings may be sited on the property
 - o One dwelling may be up to 5,500 square feet of above grade living area

- Other two dwellings not to individually exceed 4,500 square feet above ground enclosed living area
- One dwelling may be sited in Building Area A (See VOF Easement, Exhibit A). Other dwellings shall be sited in Building Area B (See VOF Easement, Exhibit A).
- Three secondary dwellings, or dwelling units (barns, garage apartment) of which one exists
 - o These dwellings not to individually exceed 2,000 square feet above ground enclosed living area
 - o One dwelling may be sited in Building Area A. Other dwellings shall be sited in Building Area B (See VOF Easement, Exhibit A).
- Non-residential structures and outbuildings associated with above dwellings.
 - o Aggregate footprint of all such buildings associated with each residential dwelling not to exceed 2,500 square feet in ground area
- Farm buildings or structures
 - o Cannot exceed 4,500 square feet in ground area
 - Deed recognizes a farm building of approximately 11,000 square feet that exists on site
- Collective footprint of all buildings and structures, excluding roads, shall not exceed 1% of the total area of the property (1% = 3.57 acres)

Roads & Utilities:

- Private roads and utilities to serve permitted buildings may be constructed
- Roads with permeable surfaces for other permitted uses such as farming or forestry may be constructed and maintained
- Underground utilities to serve adjacent properties may be constructed and maintained at the sole and absolute discretion of VOF

Management of Forest:

- Future timber harvest activities shall be guided by a Forest Stewardship Management Plan approved by VOF
- Removal of invasive species does not require a Forest Stewardship Management Plan

Grading, Blasting, Mining:

- Grading or earth removal may be done in association with:
 - o wetlands or stream bank restoration pursuant to a government permit
 - o Erosion and sediment control pursuant to a government-required E&S plan
- Mining, dredging, and drilling for oil/gas are prohibited

Riparian Buffer:

- To protect water quality, no plowing, cultivation or earth-disturbing activity, or new buildings within 100-foot buffer strip along perennial tributary to Reed Creek
 - o Exception to this if doing wetland or stream bank restoration or fencing
- Amendment may be made to this Easement if it enhances the conservation values or adds to the restricted property.

G Adjacent Land Uses

Generally, the area surrounding the Bank is rural in character. Rural residential homes and small farms are found adjacent to the Bank. Large tracts of woodland also surround the Bank, of which some are used for timber/logging.

As of May 2010, all properties bordering the eastern portion of the Bank are intact forest lands. The southeastern and northwestern portions are bounded by County Road 657 (Old Quarry Road) and State Road 608, respectively, the other side of which is a mix of forest, open fields, and a few single family residences. The property adjacent to the northern portion of the Bank was timbered in the Spring of 2009.

III Habitat and Species Descriptions

A Baseline Description of Biological Resources on Bank Site

Small forested corridors on the original site include upland vegetation such as tulip poplar (Liriodendron tulipifera), green ash (Fraxinus pennsylvatica), black walnut (Juglans nigra), sweet gum (Liquidambar styraciflua), black cherry (Prunus serotina), red maple (Acer rubrum), common persimmon (Diospyros virginiana), Virginia pine (Pinus virginiana), sycamore (Platanus occidentalis), and coralberry (Symphoricarpos orbiculatus). The forest on the Bank Expansion Property includes the same species, and also northern red oak (Quercus rubra), American beech (Fagus grandifolia), and northern spicebush (Lindera benzoin). Invasive species which were noted within the forested corridors include multiflora rose (Rosa multiflora), Japanese honeysuckle (Lonicera japonica), Barberry (Berberis spp.), and Tree-of-heaven (Ailanthus altissima). The emergent wetlands contain primarily soft rush (Juncus effuses) and fescue.

The majority of the Bank contains herbaceous pasture grasses suitable for cattle. A thorough biological assessment of the stream and wetland resources has not been performed, however degradation from livestock is prominent. Erosion and sedimentation and a general lack of biological activity are evident in both streams and wetlands.

B Summary of Bank Development Plan

Development of the Bank will involve stream mitigation activities via stream and riparian area restoration, enhancement, and preservation activities as depicted in the Bank Development Plan (Exhibit D in MBI). Specific goals and objectives for each portion of the Bank shall be specifically provided in the Mitigation Site Plan for each phase of the Bank.

1. Riparian Area Activities

Approximately 155.7 (original) +220.8 (Bank Expansion) acres of the Bank will be included as riparian area activities. Heavy planting of the riparian buffer is the predominant activity, comprising 145.9 acres (original). Light planting encompasses 8.1

acres (original) and riparian buffer preservation includes 1.7 (original) +220.8 (Bank Expansion) acres. Several areas throughout the site, including some of the heavy planting and light planting areas, will also include invasive removal and/or control.

2. Stream Preservation

The Bank will preserve approximately 4,393 (original) + 22,894 (Bank Expansion) linear feet (LF) of unnamed tributaries on site. In general, the streams proposed for preservation are both low gradient and high gradient, have stable banks and demonstrate a variety of instream habitats.

3. Stream Enhancement (with and without structures)

Stream enhancement activities are proposed on approximately 5,317 (original) + 0 (Bank Expansion) LF throughout the site. Stream enhancement activities can fall into two separate categories: with structures and without structures. Stream enhancement with instream structures may include constructed riffles, rock cross-vanes and/or j-hooks. The instream structures are typically used to divert erosive flows from unstable stream banks and may also be used to provide grade control in areas that are unfeasible for restoration. Stream enhancement without instream structures include biological and mechanical bank work, such as:

- Laying back the banks;
- Installation of bankfull benches; and
- Streambank plantings.

4. Stream Restoration:

Stream restoration is proposed on approximately 5,576 (original) + 92 (Bank Expansion) LF of unnamed tributaries throughout the site. The proposed stream restoration area is located primarily in the active livestock pasture; but is also required near Route 608, where the culvert outfall has caused extensive erosion; at the pond, where the existing dam will be removed and the channel will be reconstructed through this area; and a culvert removal on the Bank Expansion Property.

Priority 1, 2, and 3 stream restoration practices are proposed on the Site. The primary objective of Priority 1 stream restoration is to re-establish dimension, pattern, and profile on the previous floodplain using relic channel or construction of new bankfull discharge channel. The primary objective of Priority 2 stream restoration is to construct a channel in the bed of the existing channel, and convert the existing bed to new floodplain. The primary objective of Priority 3 restoration is to create a stable channel that contains a flood prone area, but may be too confined to create an active floodplain. Stream restoration shall be accomplished by a combination of practices, including, but not limited to:

- Restoration of a natural meander pattern;
- Installation of instream structures to further stabilize the stream channel and provide grade control;
- Installation of habitat structures, such as root wads:
- Herbicide treatments of non-native species, if required;
- Replanting of indigenous vegetation; and

• Fencing along adjacent agricultural uses.

C Endangered and Threatened Species

A search of the Virginia Department of Game and Inland Fisheries (VDGIF) online database was conducted on June 8, 2009 (original) and March 6, 2013 (Bank expansion) using a 2-mile radius around the proposed Bank. The search revealed no known threatened or endangered species within the search area. No threatened and endangered waters, cold water streams, anadromous fish reaches or other items of significance were identified on the proposed Bank.

The FWIS database search also lists Wildlife Action Plan (WAP) Tier I, II, and III species predicted habitat that is located within the two-mile radius search. Spotted-margin Madtom (Noturus insignis), Roanoke bass (Ambloplites cavifrons), and Roanoke logperch (Percina rex) were listed for their known association with Reed Creek. Spotted-margin Madtom and Roanoke bass are Tier II species, species with a very high conservation need. Roanoke logperch is a Tier I species, characterized by critical conservation need, and also a federal and state endangered species. Predicted habitat for all these species is located ¼-mile to 1-mile from the Site. Specifically, the Roanoke logperch is found throughout the Smith River. Most of the larger tributaries to the Smith River, including the lower reaches of Reed Creek, are considered potential habitat for this species.

However, the Roanoke logperch (*Percina rex*), a federally endangered species, is found throughout the Smith River. It is known above and below Philpott Dam. Below Philpott Dam it is found from Town Point Creek down to the Virginia / North Carolina border. Most of the larger tributaries to the Smith River are considered potential habitat for this species, including the lower reaches of Reed Creek.

The U.S. FWIS IPaC system generated a list of federally endangered species that may be affected by the proposed project. The species listed include the James spinymussel (*Pleurobema collina*), Mitchell's Satyr Butterfly (*Neonympha mitchellii mitchellii*), Roanoke logperch (*Percina rex*), and Smooth coneflower (*Echinacea laevigata*). As part of the IPaC review, a search of the Center for Conservation Biology (CCB) Bald Eagle Nest Locator was also conducted. No identified nests or associated management zones were located within the Site, according to the CCB Bald Eagle Nest Locator.

D Rare Species and Species of Special Concern

There are no known rare species or species of special concern that occur on the Bank site.

IV Management and Monitoring

The overall goal of long-term management is to foster the long term viability of the Bank site's aquatic resources, associated buffers, and any listed species/habitat. Routine monitoring and minor maintenance tasks are intended to assure the viability of the Bank site in perpetuity.

A Biological Resources

The approach to the long-term management of the Bank site's biological resources is to conduct annual site examinations and monitoring of selected characteristics to determine stability and ongoing trends of the preserved, restored, enhanced, and created aquatic resources and associated buffers, including wetlands and streams. Annual monitoring will assess the Bank's condition, degree of erosion, establishment of invasive or non-native species, water quality, fire hazard, and/or other aspects that may warrant management actions. While it is not anticipated that major management actions will be needed, an objective of this long-term management plan is to conduct monitoring to identify any issues that arise, and using adaptive management to determine what actions might be appropriate. Those chosen to accomplish monitoring responsibilities will have the knowledge, training, and experience to accomplish monitoring responsibilities.

Adaptive management means an approach to natural resource management which incorporates changes to management practices, including corrective actions as determined to be appropriate by the IRT in discussion with the Long-Term Steward. Adaptive management includes those activities necessary to address the affects of climate change, fire, flood, or other natural events. Before considering any adaptive management changes to the long-term management plan, the IRT will consider whether such actions will help ensure the continued viability of Bank's biological resources.

The Long-Term Steward for the Bank site shall implement the following:

Element A.1 Aquatic Resources, including Wetlands, and Associated Buffers

Objective: Monitor, conserve and maintain the Bank site's aquatic resources and associated buffers. Limit any impacts to aquatic resources and associated buffers from vehicular travel or other adverse impacts.

Task: At least one annual walk-through survey will be conducted to qualitatively monitor the general condition of these habitats. General topographic conditions, hydrology, general vegetation cover and composition, invasive species, erosion, will be noted, evaluated and mapped during a site examination. Notes to be made will include observations of species encountered, water quality, general extent of wetlands and streams, and any occurrences of erosion, structure failure, or invasive or non native species establishment and/or expansion.

Task: Establish reference sites for photographs and prepare a site map showing the reference sites for the Bank file. Alternatively, utilize photographic reference sites, if any, developed during interim bank management period. Reference photographs will be taken of the overall Bank site at least every five years from the beginning of the long-term management,

with selected reference photos taken on the ground more frequently, one time per year.

Special attention should be paid to any area adjacent to or draining from non-bank lands. Streams and wetlands should be observed near bank boundaries to observe if increased sediment deposition has occurred. The report should provide a discussion of any recent changes in the watershed (i.e., subdivision being developed upstream of stream bank).

Element A.2 Threatened/Endangered Plant Species Monitoring (if applicable)

This section is not applicable to this project.

Element A.3 Threatened/Endangered Animal Species Monitoring (if applicable)

This section is not applicable to this project.

Element A.4 Invasive Species

Invasive species threaten the diversity or abundance of native species through competition for resources, predation, parasitism, interbreeding with native populations, transmitting diseases, or causing physical or chemical changes to the invaded habitat.

Objective: Monitor and maintain control over invasive species that diminish site quality for which the bank was established. The Long-Term Steward shall consult the Virginia Department of Conservation and Recreation's Invasive Alien Plant list at http://www.dcr.virginia.gov/natural_heritage/documents/invlist.pdf for guidance on what species may threaten the site and on management of those species.

Task: Mapping of invasive species cover or presence shall occur during the first five years of bank management, to establish a baseline. Mapping shall be accomplished through use of available technologies, such as GIS and aerial photography.

Task: Each year's annual walk-through survey (or a supplemental survey) will include a qualitative assessment (e.g. visual estimate of cover) of invasive species. Additional actions to control invasive species will be evaluated and prioritized in coordination with the IRT.

Task: Twice per year, herbicide application and/or bush hogging may be completed in the areas outside the riparian buffer but within the Bank limits.

Attached to this plan are fact sheets (including identification aid) for all highly invasive/non-native species known to be present on the site, including

multiflora rose (Rosa multiflora), Japanese honeysuckle (Lonicera japonica), and Tree-of-heaven (Ailanthus altissima) (see Appendix A MBI).

Element A.5 Vegetation Management

Objective: Analyze effects of any authorized silvicultural manipulations or vegetative maintenance on the wetland, streams, and buffers on the bank site. If determined appropriate, develop and implement specific silvicultural manipulations (e.g. selective thinning) or vegetative maintenance in coordination with the IRT.

Objective: Adaptively manage vegetation based on site conditions and data acquired through monitoring to maintain biological values. Analyze effects of any activities adjacent to the Bank on the vegetation management or composition within the Bank.

Task: Review and explore potential vegetation management regimes as proposals and/or opportunities and funding arise. If determined to potentially maintain site quality, develop specific silvicultural/vegetation practices, amend this long-term management plan with the IRT's approval to reflect those practices, and implement silvicultural/vegetation actions as funding allows.

Task: Implement vegetation management techniques, if determined beneficial and as funding allows, allowing and encouraging development of vegetation as identified in the MBI. Implementation of vegetation management techniques must be approved by the IRT.

B Security, Safety, and Public Access

The Bank will be fenced or appropriately marked and may be accessed by the public only with the permission of the landowner or long term steward. Research and/or other educational programs or efforts, hunting, fishing, and passive recreational activities are allowed on the Bank site, but are not specifically funded or a part of this long-term management plan.

If mosquito abatement issues arise, they will be addressed through the development of a plan by the Long-Term Steward and any local mosquito control district or local health department in coordination with and approved by the IRT.

Potential wildfire fuels will be reduced as needed where approved by the IRT.

Element B.1 – Trash and trespass

Objective: Monitor sources of trash and trespass.

Objective: Collect and remove trash, repair vandalized structures, and rectify trespass impacts.

Task: During each site visit, record occurrences of trash and/or trespass. Record type, location, and management mitigation recommendations to avoid, minimize, or rectify a trash and/or trespass impact.

Task: At least once yearly collect and remove as much trash as possible and repair and rectify vandalism and trespass impacts.

Element B.2 - Fire Hazard Reduction

Objective: Maintain the site as required for fire control while limiting impacts to biological values.

Task: Reduce vegetation in any areas recommended by authorities, and as approved by the IRT, for fire control.

C Infrastructure and Facilities

Element C.1 Fences, Gates, Signage, Crossings, and Property Boundaries

Objective: Monitor condition of fences, gates, signage, crossings, and property boundaries.

Objective: Maintain fences, gates, signage, crossings and property boundaries to prevent casual trespass, allow necessary access, and [if applicable: facilitate management.]

Task: During each site visit, record condition of fences, gates, signs, crossings, and property boundaries. Record location, type, and recommendations to implement repair or replacement to fence, gate, signage, crossings or property boundary markers, if applicable.

Task: Maintain fences, gates, signs, crossings and property boundary markers as necessary by replacing posts, wire, gates, and signs. Replace fences and/or gates, as necessary, and as funding allows. Note any trespass by livestock.

Element C.2 Berms, Structures, and Roads

Objective: Monitor condition of berms, structures, and roads.

Objective: Maintain berms, structures, and roads to facilitate management and maintain conditions of wetlands and streams

Task: During each site visit, record condition of berms, structures, and roads. Record location, type, and recommendations to implement repair or replacement to berms, structures, and roads, if applicable.

Task: Maintain berms, structures, and roads as necessary. Replace berms, structures, and roads as necessary, and as funding allows.

D Reporting and Administration

Element D.1 - Annual Report

Objective: Provide annual report on all management tasks conducted and general site conditions to IRT and any other appropriate parties. Each report shall include a cover page with the following information: the bank name, (umbrella bank name if applicable), site name (if applicable), bank phase (if applicable), Long-Term Steward (name, address, phone number, and email address), monitoring year, and any requested action (e.g. funding release, maintenance recommendations requiring IRT approval).

Task: Prepare annual report and any other additional documentation. Include a summary. Complete and circulate to the IRT and other parties by December 31 of each year. Reports should be distributed electronically.

Task: Make recommendations with regard to (1) any enhancement measures deemed to be warranted, (2) any problems that need near-,short-, and long-term attention (e.g., weed removal, fence repair, erosion control), and (3) any changes in the monitoring or management program that appear to be warranted based on monitoring results to date. Provide documentation of the cost of any recommended maintenance and repairs.

V Transfer, Replacement, Amendments, and Notices

A Transfer

Any subsequent transfer of responsibilities under this long-term management plan to a different Long-Term Steward shall be requested by the Long-Term Steward in writing to the IRT, shall require written approval by the IRT, and shall be incorporated into this long-term management plan by amendment.

The long-term steward shall be required to ensure that any subsequent property owners (if not identified as the long-term steward) are notified of the deed restriction, conservation easement, purpose and location of the bank lands, and requirement for long-term stewardship.

B Replacement

If the Long-Term Steward fails to implement the tasks described in this long-term management plan and is notified of such failure in writing by any of the IRT, the Long-Term Steward shall have 90 days to cure such failure. If failure is not cured within ninety (90)

days, the Long-Term Steward may request a meeting with the IRT to resolve the failure. Such meeting shall occur within thirty (30) days or a longer period if approved by the IRT. Based on the outcome of the meeting, or if no meeting is requested, the IRT may designate a replacement Long-Term Steward in writing by amendment of this long-term management plan. If the Long-Term Steward fails to designate a replacement Long-Term Steward, then such public or private land or resource management organization acceptable to and as directed by the IRT may enter onto the Bank property in order to fulfill the purposes of this long-term management plan.

C Amendments

The Long-Term Steward, property owner, and the IRT may meet and confer from time to time, upon the request of any one of them, to revise the long-term management plan to better meet management objectives and preserve the conservation values of the Bank property. Any proposed changes to the long-term management plan shall be discussed with the IRT and the Long-Term Steward. Any proposed changes will be designed with input from all parties. Amendments to the long-term management plan shall be approved by the IRT in writing shall be required management components and shall be implemented by the Long-Term Steward.

If the VDGIF or USFWS determine, in writing, that continued implementation of the long-term management plan would jeopardize the continued existence of a state or federally listed species, any written amendment to this long-term management plan, determined by either the VDGIF or USFWS as necessary, shall be a required management component and shall be implemented by the Long-Term Steward.

D Notices

Any notices regarding this long-term management plan shall be directed as follows:

Long-Term Steward (name, address, telephone and FAX)

Roanoke River Wetlands and Stream Mitigation Bank, LLC 5209 Center Street Williamsburg, VA 23188

Property Owner (name, address, telephone and FAX)

Danny Thompson 8591 Floyd Hwy Copper Hill, VA 24079

IRT Chair:

Vinny Pero U.S. Army Corps of Engineers

Mitigation Banking Instrument Addendum 1

Norfolk District – Charlottesville Field Office 920 Gardens Blvd. Suite 103-B Charlottesville, VA 22901 (434) 973-0568

IRT Co-Chair:

Sarah Woodford Virginia Department of Environmental Quality 629 East Main Street, 9th Floor P.O. Box 10009 Richmond, VA 23240 (804) 698-4069

IRT Members:

Jennifer Stanhope U.S. Fish and Wildlife Service 6669 Short Lane Gloucester, Virginia 23061 (804) 824-2408

Stephanie Kubico U.S. Environmental Protection Agency, Region 3 3EA30, 1650 Arch Street Philadelphia, Pennsylvania 19103-2029 (215) 814-2762

Amy Ewing Virginia Department of Game and Inland Fisheries 4010 West Broad Street Richmond, Virginia 23230 (804) 367-2733

Edward Zimmer Virginia Department of Forestry 900 Natural Resources Drive, Suite 800 Charlottesville, Virginia 22903 (434) 977-5193

VI Funding and Task Prioritization

A Funding

The Property Analysis Record (PAR) report (Appendix B) summarizes the anticipated costs of long-term management for the Bank. These costs include estimates of time and funding needed to conduct the basic monitoring site visits and reporting, trash removal, fence repair,

etc. and a prorated calculation of funding needed to fully repair and/or replace fences and other structures every 10-50 years. The total annual funding anticipated is approximately \$4,731 (\$3,448 original + \$1,283 Bank Expansion), therefore, with the current annual estimated capitalization rate of 4.5% the total endowment amount (The Long-Term Management Fund) required will be \$105,124 (\$76,622 original + \$28,502 Bank Expansion).

Kaufman & Canoles, P.C. shall hold the endowment principal and interest monies (The Long-Term Management Fund) as required in the MBI, which consists of monies that are paid into it in trust, and is appropriated to fulfill the purposes for which payments into it are made. These interest monies will fund the long-term management, enhancement, and monitoring activities on Bank lands in a manner consistent with this long-term management plan.

B Task Prioritization

Due to unforeseen circumstances, prioritization of tasks, including tasks resulting from new requirements, may be necessary if insufficient funding is available to accomplish all tasks. The Long-Term Steward and the IRT shall discuss task priorities and funding availability to determine which tasks will be implemented. In general, tasks are prioritized in this order: 1) required by a local, state, or federal agency; 2) tasks necessary to maintain or remediate the Bank Site (including unauthorized impacts); and 3) tasks that monitor resources, particularly if past monitoring has not shown downward trends. Equipment and materials necessary to implement priority tasks will also be considered priorities. Final determination of task priorities in any given year of insufficient funding will be determined in consultation with the IRT and as authorized by the IRT in writing.

C Enforcement

The IRT and its authorized agents shall have the right to inspect the Property and take actions necessary to verify compliance with this Long-Term Management Plan. The Long-Term Management Plan herein shall be enforceable by any proceeding at law or in equity or administrative proceeding by the IRT, including the Corps or DEQ. Failure by any agency (or owner) to enforce the Long-Term Management Plan contained herein shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF the Sponsor and the various IRT agencies have executed this Long Term Management Plan on the date herein below last written.

On: 16, Key

Long-Term Steward

Date

<u>8/3/2017</u> Date

Mitigation Banking Instrument Addendum 1

IN WITNESS WHEREOF, the parties hereto have executed this Long Term Management Plan on the date herein below last written.

INTERAGENCY REVIEW TEAM

UIL WIL

U.S Army Corps of Engineers, Norfolk District

By: William T William

Its: Chief Regulation Brown

IN WITNESS WHEREOF, the parties hereto have executed this Long Term Management Plan on the date herein below last written.

INTERAGENCY REVIEW TEAM

By the IRT Chair:

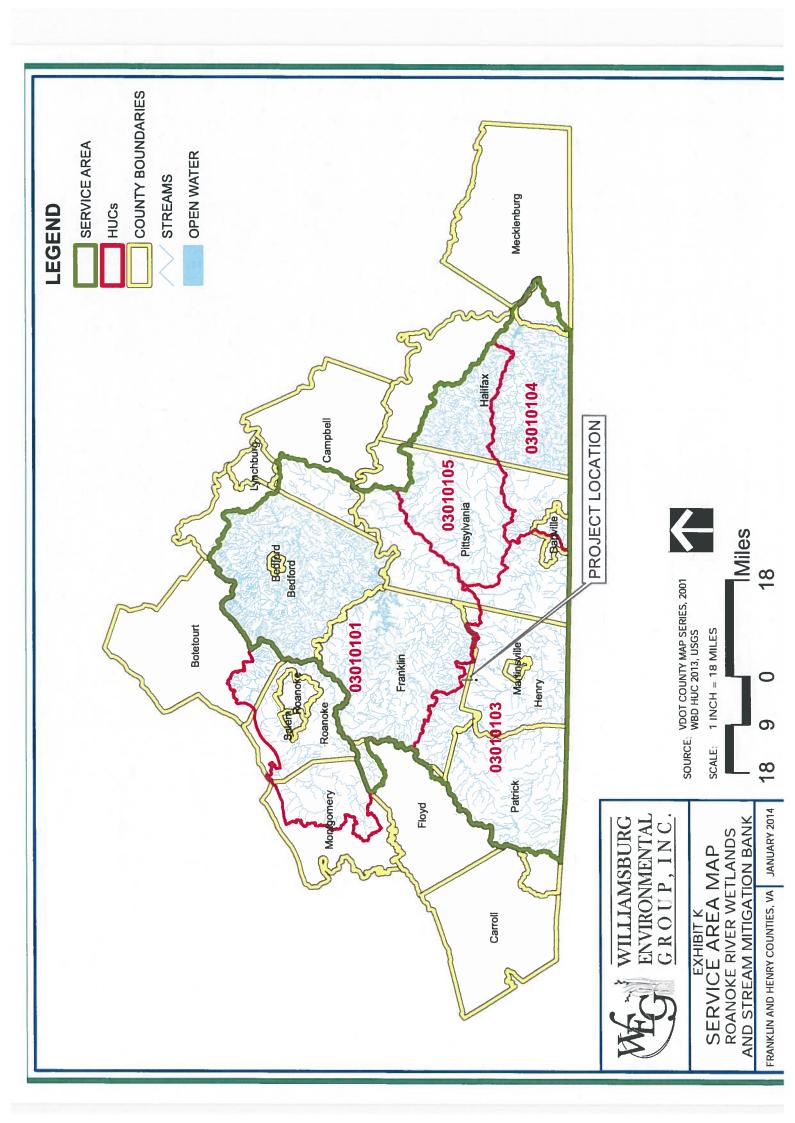
Virginia Department of Environmental Quality

By: DAND C. DANS

Its: Din., Ofe. of Wettings & Smann Protection

Mitigation Banking Instrument

Appendix A
Invasive Species Fact Sheets
(see approved MBI dated May 2011)



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	Credit	0.12	Rt Bank >	87%	0%	0%	0%	0%	0%	87%	% Area	Left Bank	
107	0.12 (banks done separate)	0.12 for an areas	Lt Bank > Σ(% Area X Credit)			0.4	0.38	0.29	0.07	0.14	Credit>		
	n of project	anks X longth	AVE of credit for be				st 100' - Mitigat		Name of the last				
			i i		Ensure the sums of equal	Subtract 0.03 Subtract 0.06			mmunity mainta mmunities maint		Tw		
										118048	Area # Sq, Footage	Right Bank	
			I	132%	0%	0%	0%	0%	0%	132% 0.07	% Area Credit>		
					rol	Invasive con				Pres			
	-	CREDIT	Di Di I	Man of the last of	00/	00/	084	04/	00/	68425	Sq. Footage	Left Bank	
63	Credit 0.07	0.09	Rt Bank >	77%	0%	0%	0%	0% 0.15	0.07	77% 0.07	Credit >		
N	(banks done separate) h of project		Σ(% Area X Credit) AVE of credit for be										
	redit beneath				ch they apply	of a reach for whi	nultiplier to length of	are applied as a n	: These factors	nt Factors	Adjustme		
	Provide a	explana	narrative	Preservation	Watershed F	- NEWSON	Livestock I	extened, or d Species or	Rare, Threatened, Endangered Specie				
								unities	Comm		Activity		
	nditions that ent and justify	adjustme	warrant an a	0.3	0.1 -	0.3	0.1 -	- 0.3	0.1	dit	Cre		
224	nditions that ent and justify		warrant an a	34	0.1 - #\$ 0.1	0.3	0.1 -	- 0.3	0.1		Cre Stream Leng		

	(Comp			Prediti Methodology	_	orm (Fo	orm 3)				
Project#	4.(3.1)	Project Nan	ne	Locality	Cowardin	HUC	Date	Reach #	Reach	RCI		
4189	RR	MB - Adden	dum	Franklin	Class.	03010103	1/31/13	R2	Length 427		1	
Name	(s) of Evalua	ator(s)	Steam Nam	e and inform	ation	1 00010100	1101110	142	421			
	SW,GH					Tributary to	Reed Creek					Project Credits
Restorati	On: Includes I	Priority 1, 2, and	3 restoration act	ivities. Does not in	nclude buffer widt	THE REAL PROPERTY.	VQ DELVE ON THE			20,700	Credit per foot	0
	that will rece						Total length of	Full Restoration			1	
	-	-	-				1000	its = Stream Length X 1		TO No.		
					Streambank Stat	oility, Grade Contr	ol (Vanes, Weirs, Si	ep-Pools), Construct	led Riffles		Credit per foot	
iscuss Leng	gth Affected b	y Instream S	tructures (jus	tify length):				y Instream Structus is = Stream Length X 0.			0.3	0
					1980]	a - baban tanga x o			,	
nnance	ment: Addre	essing Streamba	nk Stability, Entr		Access to Floodpi				Lag Note			
	Credit D	er Length	Mechani	cal Bank Work	Per Length		- 4-	Biological Ban y Be Cumulative				
-41-141			County Day		100000000000000000000000000000000000000		and the second		Straam	Bank		
Activities	nabitat s	Habitat Structures Create Bankfull Bench Lay Back Banks Bio-Remediation Techniques Stream Bank Plantings										
Credit per foot per bank	0	.1	0	.15	0	.1	0).1	0.0	19		
	Lacoth									,		
Right Bank	Credit>								J	2204010-22		
	Length							0	Rt Bank >	O.00	S Credit	
Left Bank	Credit >								Lt Bank >	0.00	SUM of banks	0
		-	-	-				Particular Property	redit) for all area		ne separately)	
Riparian . 00° will be dete	Areas: Assemined below)	ess the proposed	100 foot buffer	on both banks ba	sed on the activity	proposed. Enter t	he percentage of ar	ea and the credit be	low. (Widths of	buffer above		
		Sel Mil	THE STATE OF				P				1	
Activities		er Re- shment	Buffer Plan	nting - Heavy	Buffer Plan	iting - Light	Preservation High Quality,	Preservation	Buffer a			
	(removal o	f invasives)					Restoration, Enhancement	Low Quality	wid			
redit for 0'-100'	0	.4	0	.38	0	29	0.14	0.07	0		-	
Credit for	-	.2		.19		15		.07	0	-	- 1	
beyond 100°					ach side (SAR leng	-		square feet				
				WITHIN FIR	ST 100' - Mitiga					100-201		
10001			ommunky maint mmunkies main			Subtract 0.03 Subtract 0.06	Ensure the sums of equal	of % Riparian Blocks al 100		800		
	Area #				JAN DEED	D. F. DUS	الإبارات		1			
Right Bank	Sq, Footage	32985 77%	0%	0%	0%	0 0%	0%	770/				
	Credit>	0.14	0.07	0.29	0.38	0.4	076	77%	1			
- 3.00	Area#	HQ Pres	LQ Pres	Light Plant	Heavy Plant	Invasive con	trol					
Left Bank	Sq, Footage	44387								CREDIT		
	% Area Credit>	104% 0.14	0%	0%	0%	0%	0%	104%	Rt Bank >	0.11	Credit 0,13	56
								•	Σ(% Area X Cree	fit) for all areas	(banks done separate	
-17-24-					st 100' - Mitiga				AVE of credit for	banks X lengtl	n of project	
	C Tv	one vegetative co	mmunity maint mmunities main	ained tained		Subtract 0.03 Subtract 0.06	Ensure the sums of equal	of % Riparian Blocks al 100		74750000		
	Area # Sq, Footage	82290							-			
Right Bank	% Area	193%	0%	0%	0%	0%	0%	193%	1			
	Credit>	0.07	0.07	0.15 Light Plant	0.19	0.2	(UA) BOLL		-			
	Area#	Pres		Light Flant	Heavy Plant	Invasive con	uol					
Left Bank	Sq, Footage % Area	115066 269%	0%	0%	0%	0%	0%	269%	Rt Bank >	O.13	S Credit	
	Credit >	0.07	0.07	0.15	0.19	0.2			Lt Bank >	0.19	0,16	68
									I/% Area X Cred AVE of credit for		(banka done separate h of project	h)
	Adjustme	nt Factors	3: These factors	are applied as a	multiplier to length	of a reach for wh	ich they apply				Sale Sale Sale Sale Sale Sale Sale Sale	110000
				Adjustmen eatened, or	t Factor Cate	gories				length /c activity.	redit beneath Provide a	
	Act	ivity	Endangere	d Species or	Livestock	Exclusion	Watershed	Preservation	narrativ	e explana	ition of the	
	Cr	edit		- 0.3	0.1	- 0.3	0.1	- 0.3	warrant an	adjustme	ent and justify	
	Stream Len	gth Affected	CO E D TO				INCHES 4	27	the /	AF credit o	chosen.	
	Cre	Credit>	ve and can ann	v to more than on	reach Fach res	ch can have more	than one Adjustmer	1.3		51 annual	Credits >	128
-	3/0		- and son oppi	y mana priori (Ar		van nevo more	WELL SWILL	II SHAME		CM-	X Credit) for all areas	11110
							Total C	ompensation	Credit Prov	vided by	Project	252

Streem Length X 1.0 -Pools), Constructed Rithstream Structures - Streem Length X 0.3 Biological Bank Wo Be Cumulative Per	1/13/13; revised 4/30/14 R3 Reed Creek Total length of Full Restor Credits = Stream Len I (Vanes, Weirs, Step-Pools), Co Length Affected by Instream S Credits = Stream Len Biologica May Be Curnu	Tributary to R T IIII, Grade Control 30 in ories C Banks E	Streambank Stabi Length: Access to Floodplatigation Categ	PS: Addressing tify length): 0 enchment Ratios, Mit tal Bank Work	Steam Name B restoration activation: n Structur ructures (just Structures:	riority 1, 2, and 3 ive full Restor I Instream y Instream St	RRM s) of Evaluat SW,GH On: Includes Pr that will receive ment With	Restoration					
R3 Ill Restoration = Stream Length X 1.0 -Poots), Constructed Ri Instream Structures Stream Length X 0.3 Biological Bank Wo	Reed Creek Total length of Full Restor. Credits = Stream Len (Vanes, Weirs, Step-Pools), Co Length Affected by Instream S Credits = Stream Len Biologica May Be Cumu Bio-Remediation Techni	Tributary to R T Illy, Grade Control 30 in ories C Banks E	stion Streambank Stable Length: Access to Floodplatigation Categ	e and Informativities. Does not in 1985: Addressing tify length): 0 onchment Ratios, Mittel Bank Work	Steam Name B restoration active ration: Structure ructures (just Structures:	tor(s) riority 1, 2, and 3 ive full Restor Instream y Instream St	s) of Evaluat SW,GH On: Includes Pr that will receive ment With	Name(Restoration					
III Restoration = Stream Length X 1.0 -Pools), Constructed Ri Instream Structures Stream Length X 0.3 Biological Bank Wo Be Cumulative Per In Techniques	Reed Creek Total length of Full Restor- Credits = Stream Len I (Vanes, Weirs, Step-Pools), Co Length Affected by Instream S Credits = Stream Len Biologica May Be Curnu Bio-Remediation Techni	Tributary to R T Illy, Grade Control 30 in ories C Banks E	Streambank Stabi Length: Access to Floodplatigation Categ	e and Informativities. Does not in 1985: Addressing tify length): 0 onchment Ratios, Mittel Bank Work	Restoration activation: Structur ructures (just Structures:	riority 1, 2, and 3 ive full Restor I Instream y Instream St	SW,GH On: includes Pr that will receive ment With th Affected by	Restoration					
Stream Length X 1.0 -Pools), Constructed Rithstream Structures - Stream Length X 0.3 Biological Bank Wo Be Cumulative Per	Total length of Full Restor- Credits = Stream Len I (Vanes, Weirs, Step-Pools), Co Length Affected by Instream S Credits = Stream Len Biologica May Be Cumu Bio-Remediation Techni	T T Sanky, Grade Control L 30 Sin Ories C Banks E	Streambank Stable Length: Access to Floodple tigation Categ	PS: Addressing tify length): 0 enchment Ratios, Mit tal Bank Work	ration: Structur ructures (just Structures:	ive full Restor	On: Includes Protected by	ist Reaches					
Stream Length X 1.0 -Pools), Constructed Rithstream Structures - Stream Length X 0.3 Biological Bank Wo Be Cumulative Per	Credits = Stream Ler I (Vanes, Weirs, Step-Pools), Co Length Affected by Instream S Credits = Stream Len Biologica May Be Cumu Bio-Remediation Techni	30 in ories t Banks E	Streambank Stable Length: Access to Floodple tigation Categ	PS: Addressing tify length): 0 enchment Ratios, Mit tal Bank Work	ration: Structur ructures (just Structures:	ive full Restor	that will receive that will receive the ment With the affected by	ist Reaches					
Stream Length X 1.0 -Pools), Constructed Rithstream Structures - Stream Length X 0.3 Biological Bank Wo Be Cumulative Per	Credits = Stream Ler I (Vanes, Weirs, Step-Pools), Co Length Affected by Instream S Credits = Stream Len Biologica May Be Cumu Bio-Remediation Techni	30 in ories t Banks E	Streambank Stable Length: Access to Floodple tigation Categ	PS: Addressing tify length): 0 enchment Ratios, Mit tal Bank Work	ration: Structur ructures (just Structures:	ive full Restor	that will receive that will receive the ment With the affected by	ist Reaches					
Poots), Constructed Rinstream Structures Stream Length X 0.3 Biological Bank Wo Be Cumulative Per In Techniques	l (Vanes, Weirs, Step-Pools), Co Length Affected by Instream S Credits = Stream Len Biologica May Be Cumu Bio-Remediation Techni	30 Landin ories	Length: Access to Floodple tigation Categ Per Length	tify length): 0 enchment Ratios, a Mit al Bank Work	ructures (just Structures:	y Instream St	th Affected by	Inhonoor					
Instream Structures Stream Length X 0.3 Biological Bank Wobe Cumulative Per In Techniques	Length Affected by Instream S Credits = Stream Len Biologica May Be Cumu Bio-Remediation Techni	30 Landin ories	Length: Access to Floodple tigation Categ Per Length	tify length): 0 enchment Ratios, a Mit al Bank Work	ructures (just Structures:	y Instream St	th Affected by						
Biological Bank Wo Be Cumulative Per n Techniques	Biologica May Be Cumu Bio-Remediation Techni	ories	Access to Floodple tigation Categ Per Length	nchment Ratios, i Mit al Bank Work									
Be Cumulative Per	May Be Cumu Bio-Remediation Techni	t Banks E	Per Length	Mit al Bank Work	nk Stability, Entre	William Co.							
Be Cumulative Per	May Be Cumu Bio-Remediation Techni	t Banks E	Per Length	al Bank Work		ssing Streambar	nent: Addres	Enhancer					
n Techniques	Bio-Remediation Techni	No.			Mechanic								
		No.	Lay Back	Credit Per Length Pick One Per Length May Be Cumulative Per Length									
	0.1		Habitat Structures Create Bankfull Bench Lay Back Banks Bio-Remediation Techniques Stream Bank Plantings										
0													
0													
_					0.15		Length Credit>	Right Bank					
0.15 0.09 CRE													
0 Rt	0 0				0 0.15		Length Credit >	Left Bank					
Σ(Length X Credit)	Σ(Leng												
Preservation Low Quality wi	Restoration, Low Que Enhancement					shment invasives)	establis (removal of	Activities					
0.07						_		Credit for 0'-100'					
						7	0.,	beyond 100'					
edows sags													
	Ensure the sums of % Riparian equal 100	Subtract 0.03 E											
	e de susa						Area #						
59%	0% 59%		0%	0%			Sq. Footage % Area	Right Bank					
		0.4	0.38	0.29	0.07	0.14	Credit>						
_	TOI TOI	invasive contro	neavy Flant	Light Flant			Area #						
81% R	0% 819	0%	0%	0%	11504	80%	% Area	Left Bank					
Lt	EDE HE	0.4	0.38	0.29	0.07	0.14	Credit>						
AVE													
	Ensure the sums of % Riparian	Subtract 0.03	st 100' - Mitigat	ined									
100	equal 100	Subtract 0.06		ained	munues maint		Area #	-					
103%	0% 1039	0%	0%	0%	0%			Right Bank					
10076		0.2	0.19	0.15	0.07	0.07	Credit>						
	rol	Invasive contro	Heavy Plant	Light Plant			Area #						
136% Pr	0% 136	0%	0%	0%	0%		Sq. Footage	Left Bank					
Lt	130	0.2	0.19	0.15	% Area 136% 0% 0% Credit > 0.07 0.07 0.15								
I(%													
	ch they apply	of a reach for which	multiplier to length	are applied as a r	: These factors	nt Factors	Adjustme						
Re		ories	t Factor Categ	Adjustmen		Market							
reservation	Watershed Preservation	Exclusion	Livestock	d Species or	Rare, Threatened, or Endangered Species								
1415	0.1 - 0.3	0.3	0.1 -			edit	Cre						
						gth Affected							
Credit> Its are cumulative and can apply to more than one reach. Each reach can have more than one Adjustment Factors \$\$\text{\$\													
Factors	then one Adjustment Fectors	h can have more th	e reach. Each reac	y to more than one	ve and can apph	ilis are cumulati	Cred						
RI LLL INVAVE	Bloc	High Quality, Restoration, Enhancement 0.14 0.07 0.07 0.07 0.07 0.08 0.0	ting - Light Restoration, Enhancement Low Quality, Restoration, Enhancement Low Quality, Restoration, Enhancement Low Quality 9 0.14 0.07 15 0.07 15 0.07 15 0.07 16 0.08 16 0.08 16 0.08 17 0.08 18 0.08 18 0.08 19 0.09 10 0% 10	Buffer Planting - Light	ting - Heavy Buffer Planting - Light High Quality, Restoration, Enhancement Low Quality 38 0.29 0.14 0.07 19 0.15 0.07 parlan buffer for each side (SAR length times 1997) >>>	Buffer Planting - Heavy Buffer Planting - Light High Quality Restoration Preservation Low Quality	Buffer Planting - Heavy Buffer Planting - Light Right Quality, Restoration, Enhancement Right Quality, Restoration, Restoration, Right R	Suffer Planting - Heavy Buffer Planting - Light High Cullary Restoration Enhancement Low Quality					

		Unified Stream Methodology for use in Virginia										
		RCI	Reach Length	Reach #	Date	HUC	Class.	Locality	e	Project Nam	P	Project #
			249	R3a	1/31/13	03010103	tion	Franklin and informs		VB - Adden	RRI s) of Evalua	4189 Name
Projec Credit					Reed Creek	Tributary to		and anomic	Ottom Num	.01(0)	SW,GH	11011101
0	Credit per foot						clude buffer width.	ities. Does not in	3 restoration activ	riority 1, 2, and 3	ON: Includes P	Restoration
	1	0		ull Restoration = Stream Length X 1.0	Total length of Fi Credits				ration:	ve full Resto	that will recei	ist Reaches
	Credit per foot	PSVI	d Riffles	-Pools), Constructe	(Vanes, Weirs, Step	ity, Grade Contro	Streambank Stabil	es: Addressing	Structur	Instream	nent With	nhancer
0	0.3	0		Instream Structure = Stream Length X 0.3	Length Affected by Credits	30	Length:	ify length): 0	Structures (just	y Instream St	th Affected by	iscuss Leng
							Access to Floodpla	nchment Ratios, /	nk Stability, Entre	ssing Streambar	nent: Addres	nhancer
			Ment: Addressing Streambank Stability, Entrenchment Ratios, Access to Floodplain Mitigation Categories Mechanical Bank Work Biological Bank Work									
		Donk	er Length	Be Cumulative F			Per Length	Pick One		r Length	Credit Pe	
		Total Control	Habitat Structures Create Bankfull Bench Lay Back Banks Bio-Remediation Techniques Stream Bank Plantings								ctivities	
										Credit per foot per bank		
		Bank Length 0 0 0 Credit> 0.15 0.09							Right Bank			
	Credit	0.00	Rt Bank >	0	0				0		Length	1 - 0 D t
0	SUM of banks	0.00	Lt Bank >	F# # VO	0.09				0.15		Credit >	Left Bank
	a auparatory)			THE RESERVE	e percentage of area	manual Colors	ad on the eathth:	m halls banks bas	100 feet huffer o	on the personnel	Arose: Amer	inarian .
		uner above	W. (AAIRTIE OI D	a and the credit best	e percentage of are	oposed, enter u	ed or the activity p	AT COST DELIKS DES	Too look bulkar c	sa uro proposso	rmined below)	00' will be dete
		ervation	Buffer ar within pres widt	Preservation Low Quality	Preservation High Quality, Restoration, Enhancement	ing - Light	Buffer Plant	ting - Heavy	Buffer Plan	hment	Buffe establis (removal of	Activities
			0	0.07	0.14	9	0.2	38	0.	4	0.	redit for 8'-105'
			0)7	0.0	5	0,1	19	0.	2	0.	Credit for beyond 186*
				square feet			sch side (SAR length T 100' - Mitigat		alation of "Goal" ri	Calcu		
	=				Ensure the sums of equal	Subtract 0.03 Subtract 0.06		ined	ommunity mainta mmunities mainta			
			2			grane act 0.00					Area#	-
			<u>.</u>	86%	0%	0%	0%	0%	0%	21461 86%	Sq, Footage % Area	Right Bank
				00%		0.4	0.38	0.29	0.07	0.14	Credit>	
					rol	Invasive cont	Heavy Plant	Light Plant	LQ Pres	HQ Pres	Area #	
	Credit	0,12	Rt Bank >	78%	0%	0%	0%	0%	0%	19481 78%	% Area	Left Bank
30	0.12 (banks done separate)	0.11	Lt Bank >			0,4	0.38	0.29	0.07	0.14	Credit>	
51.			AVE of credit for i			on Categories	st 100' - Mitigati	Optolda Eiro		exam.		40=
					Ensure the sums of equal	Subtract 0.03 Subtract 0.06	gau	Ined	ommunity mainta mmunities mainta			
										74744	Area # Sq, Footage	
			r.		0%	0%	0%	0%	0%	300%	% Area	Right Bank
				300%			0.19	0.15	0.07	0.07	Credit>	
				300%		0.2 Invasive conf	Heavy Plant	Light Plant		Pres		
	5	CREDITS		300%			Heavy Plant	Light Plant		10203	Area # Sq, Footage	Left Bank
30	Credit	СRЕDП'S 0.21 0.03	Rt Bank >	300%		invasive cont	0%	0% 0.15	0%		Area#	Left Bank
30	Credit 0.12 (banks done separate	0.21 0.03	Lt Bank >	41%	rol	Invasive cont		0%		10203 41%	Area # Sq, Footage % Area	Left Bank
	Credit 0.12 (banks done separate	0.21 0.03 ii) for all areas banks X length	Lt Bank > Σ(% Area X Credit AVE of credit for	41%	rol 0%	0% 0.2	0% 0.19	0% 0.15 are applied as a n	0.07	10203 41% 0.07	Area # Sq. Footage % Area Credit >	Left Bank
	Credit 0.12 (banks done separate of project redit beneath Provide a tion of the	0.21 0.03 ii) for ell areas benks X tength length /cr activity. Fe	Lt Bank > \$\infty \text{Arse X Cred.} AVE of credit for the AF narrative.	41%	rol 0%	0% 0.2 of a reach for whi	0%	0% 0.15 are applied as a m Adjustment setened, or d Species or	0.07 3: These factors Rere, Three Endangered	10203 41% 0.07 nt Factors	Area # Sq. Footage % Area Credit >	Left Bank
	Credit 0.12 (banks done separate of project redit beneath Provide a tion of the ditions that ent and justify	0.21 0.03 iii) for all areas in benks X tength length /cr activity. Fee explanate site conadjustme	Lt Bank > \(\text{X Area X Credit for it} \) Record AF the AF narrative applicable warrant an	41%	0%	0% 0.2 of a reach for whi ories	0% 0.19 nultiplier to length of t Factor Catego	0% 0.15 are applied as a n Adjustment	0.07 3: These factors Rare, Three Endangeree Comm	10203 41% 0.07 nt Factors	Area # Sq. Footage % Area Credit >	Left Bank
	Credit 0.12 (banks done separate of project redit beneath Provide a tion of the ditions that ent and justify	0.21 0.03 iii) for all areas in benks X tength length /cr activity. Fee explanate site con	Lt Bank > \(\text{X Area X Credit for it} \) Record AF the AF narrative applicable warrant an	41% Preservation - 0.3	0% th they apply Watershed F	0% 0.2 of a reach for whi ories	0% 0.19 nulliplier to length of t Factor Categ	0% 0.15 are applied as a r Adjustment actened, or d Species or nunities	0.07 3: These factors Rare, Three Endangeree Comm	10203 41% 0.07 nt Factors	Area # Sq. Footage % Area Credit > Adjustme Acti	Left Bank

		Compensation Crediting Form (Form 3) Unified Stream Methodology for use in Virginia											
	RCI	Reach	Reach #	Date	HUC	Cowardin	Locality	0	roject Name	P	Project#		
	J. Stevenson, S.		R5	1/31/13	03010103	Cidss.	Franklin	lum	IB - Addend	RRM	4189		
				to a least		tion	and Informa	Steam Name	or(s)	s) of Evaluat	Name(
				Reed Creek	Tributary to					SW,GH			
Credit per foot					VEN TO	clude buffer width.	ies. Does not in	restoration activ	lority 1, 2, and 3	ON: Includes Pr	Restoration		
1		J											
Constitution for the						Ohn and Ohn bi	O. Addression	Structur	Inetroom	nent With	Enhancen		
						Sireampank Stabi							
		-						k Slability, Entre	sing Streamban	nent: Addres	Enhancen		
		Work	Biological Bank		ories		I Bank Work	Mechanic					
	Dank		Be Cumulative	May		Per Length	Pick One						
			on Techniques	Bio-Remediation	Banks	Lay Back	full Bench	Create Ban	ructures	Habitat St	Activities		
	9	0.1 0.15 0.1 0.1 0.09								Credit per foot per bank			
,		-	0							Length	Right Bank		
5	CREDITS				Teural D					Credit>	ragint Dank		
Credit	0.00	Rt Bank >	0							Length	Left Bank		
, ,			Σ(Lenath X Cr			A PERSONAL PROPERTY AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF				Credit >			
	ulfer above	ow. (Widths of t	a and the credit belo	percentage of are	roposed. Enter th	ed on the activity p	both banks bas	100 foot buffer o	s the proposed	Areas: Asses mined below)	Riparian A		
,	ervation	within pres	Preservation Low Quality	Preservation High Quality, Restoration, Enhancement	ing - Light	Buffer Plant	ing - Heavy	Buffer Plan	hment	establis	Activities		
]		0	0.07	0.14	9	0.2	8	0.	•	0.4	Credit for 0'-106'		
		0	07	0.0	5	0.1	9	0.	2	0.:	Credit for beyond 100'		
			square feet					lation of "Goal" ri	Calcu				
'				Ensure the sums of	Subtract 0.03	1 100 - mitugal	ned						
			100	equal	Subtract 0.06		ned	munites mainta	vegetative con				
					0			100	96493	Sq, Footage	Right Bank		
		l	104%	0%	0%	0%	0%	0%	0.14	% Area Credit>			
				ol	Invasive cont	Heavy Plant	Light Plant	LQ Pres	HQ Pres				
		Di Di il	4048	08/	09/	OF	nev .	08/	93791	Sq. Footage	Left Bank		
0.15	0.14	Lt Bank >	10176	076	0.4	0.38	0.29	0.07	0.14	Credit>			
]			% Riparian Blocks	Ensure the sums of		st 100' - Mitigati	ned						
					Subtract 0.06		ned	nmunities mainta	vegetative con	Area#			
		1	4704	08/	094	04/	Day.	0%	165364	Sq. Footage	Right Bank		
		1	1/8%	076	0.2	0.19	0.15	0.07	0.07	Credit>			
				ol	Invasive cont	Heavy Plant	Light Plant		Pres	Area#			
		DA Darela de	4500/	08/	09/	084	09/	044	144979	Sq, Footage	Left Bank		
0.12	0.11	Lt Bank >	130 /4	0.0	0.2	0.19	0.15	0.07	0.07	Credit >			
			DAILS THE S	h they apply	of a reach for whi	nultiplier to length	re applied as a n	These factors	nt Factors	Adjustme			
Provide a tion of the	activity. e explana	the AF narrativ	reservation		ories	Factor Categ	Adjustment stened, or Species or	Adjustment Rare, Threatened, or Endangered Species or					
ent and justify	adjustme	warrant an	- 0.3	0.1 -	0.3	0.1 -			dit	Cre			
	u- credit c	the A		REPUBLIC				municipal and	th Affected				
Credits > X Credit) for all areas	ΣLenath 2									Cred			
		CHICATON .		Total Co				-		-	1,920		
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		Compensation Crediting Form (Form 3) Unified Stream Methodology for use in Virginia												
	RCI	Reach Length	Reach #	Date	HUC	Cowardin Class.	Locality	16	Project Nam		Project#			
		25	R5a	1/31/13	03010103		Franklin	dum	MB - Adden	RR	4189			
				Read Creek	Tributary to	ation	e and informa	Steam Nam	tor(s)		Name(
Name and Park			A Law	Reed Creek	Thoutary to									
Credit per foot	No.					clude buffer width.	ivities. Does not in							
1								ration;	ive full Resto	that will rece	IST Keaches			
Credit per foot		d Riffles	p-Pools), Constructe	ol (Vanes, Weirs, Step	lity, Grade Contro	Streambank Stabi	'es: Addressing	n Structui	Instream	nent With	Enhancer			
0.3			The second secon				tify length):	tructures (jus	y Instream S	th Affected b	iscuss Leng			
7 2			- organi congur a dia		_			at Plat Sha Fata	andrea Channachan	nent:	Inhancer			
			B. I. O. I.B				Mit	1111	сану оставнов	IIGIIL. Addre				
				May		Per Length		Mechanic	r Length	Credit Pe				
	The second secon		on Techniques	Bio-Remediation	k Banks	Lay Baci	kfull Bench	Create Bar	tructures	Habitat S	ctivities			
							45				Credit per			
	9	0.0	.1	0.		0.	.13	0		0.	bank			
			0			CARRE				tht Bank Length Credit>				
-	-													
		Rt Bank >	0							Credit >	Left Bank			
e separately)														
	ouffer above	w. (Widths of t	sa and the credit belo	ne percentage of are	proposed. Enter th	ed on the activity p	on both banks bas	i 100 foot buffer	ss the proposed	Areas: Asse mined below)	Riparian A 00' will be deler			
			THE STATE OF	Preservation				telli i	u Da	Duffe	THE FA			
	CONTRACTOR OF THE PARTY OF THE		Preservation	High Quality,	ting - Light	Buffer Plan	ting - Heavy	Buffer Plan	shment	establis	Activities			
	th	wid	LOW GOLLEY	Enhancement					invasives)	(removal of				
		0	0.07	0.14	29	0.2	.38	0	.4	0	redit for 0'-100'			
		0	07	0.0	15	0.1	.19	0	.2	0.	Credit for beyond 188*			
			square feet					ulation of "Goal"	Calc					
	CONTRACT OF			Ensure the sums of	Subtract 0.03	o i 100 - miliga	ained							
			1 100	equal	Subtract 0.06		aineo	mmunives main	o vegetative con	Area #	-			
					0				0	Sq. Footage	Right Bank			
			0%	0%	0.4	0%	0%	0.07	0.14	% Area Credit>				
				rol	Invasive cont	Heavy Plant	Light Plant	LQ Pres	HQ Pres	Area #				
	CREDITS			San State of the last of the l		0%	0%	0%	0	Sq. Footage	Left Bank			
Cradit I	0.00	Rt Bank >	0%	0%	11%				0%	76 Area				
0.00	0.00	Rt Bank >	0%	0%	0%	0.38	0.29	0.07	0% 0.14	% Area Credit>				
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0.00 (banks done separate	0.00 lit) for all areas (Lt Bank > Σ(% Area X Cred	f % Riparian Blocks	s Ensure the sums of	0.4 ion Catagories Subtract 0.03		Outside Fin	0.07	0.14	Credit>				
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	Credit per foot 0.3 Credit SUM of banks	Credit per foot 1 Credit per foot 0.3 Bank ngs 9 CREDITS 0.00 Credit 0.00 SUM of banks s (banks done separately) suffer above rea not servation tith	Credit per foot 1 Oredit per foot 1 Oredit per foot 1 Oredit per foot 2 Oredit per foot 3 Oredit per foot 3 Oredit per foot 4 Oredit per foot 5 Oredit per foot 6 Oredit per foot 7 Oredit per foot 6 Oredit per foot 7 Oredit per foot 8 Oredit per foot 9 Oredit	Credit per foot I stream Length X 1 0 D-Pools), Constructed Riffles Instream Structures Stream Length X 0.3 Blological Bank Work Be Cumulative Per Length In Techniques I 0.09 CREDITS REBIN X 0.3 CREDITS CREDITS CREDITS CREDITS CREDITS ULL Bank > 0.00 Credit LL Bank > 0.00 SUM of banks I LL Bank >	Date Reach # Reach RCI	HUC Date Reach # Length RCI 03010103 1/31/13 R5a 25 Tributary to Reed Creek Total length of Full Restoration	Cowardin Class. 03010103 1/31/13 R5a 25	Locality Cowardin Class. HUC Date Reach Re	Locality Cowardin Class. O3010103 1/31/13 RSa 25	Project Name Locality Cowardin HUC Date Reach # Reach Recit Length RCI	RRMB - Addendum Franklin 03010103 1/31/13 RSa 25 Steam Name and Information Franklin 03010103 1/31/13 RSa 25 SW,GH Tributary to Read Creek Franklin Franklin			

111	Dee	land Man			Cowardin				Reach			
		ject Nam		Locality	Class.	HUC	Date	Reach #	Length	RCI		
	RRMB	- Adden		Franklin e and inform	etion	03010103	1/31/13	R6	156			
3H		(-)	Oteani Itan	ie and anomi	auon	Tributary to	Reed Creek				1	Projec
N.V	vitw	TV-IIV						(au)				Credit
				ivities. Does not i	nclude buffer width						Credit per foot	0
l rece	receive :	full Resto	ration:				Total length of F	ull Restoration = Streem Length X 1	0		1	
Wit	/ith Ir	netrean	Structu	roe' Addressin	Cimambank Ciab	Allthu Canda Conta	ol (Vanes, Weirs, Ste			1001	Credit per foot	
_			ructures (jus		A presument pres	mity, Grade Contr	Length Affected by		-		0.3	0
							Credits	= Stream Length X 0.:	3			
Addre	ddressing	g Streambar	sk Stability, Entr		Access to Floodple]	
		144	Mechanic	cal Bank Work	tigation Categ	jones		Biological Bank				
	it Per Le				Per Length		May	Be Cumulative	Per Length Stream	Dank		
itat S	at Stru	ctures	Create Bai	nkfuil Bench	Lay Bac	k Banks	Bio-Remediation	on Techniques	Planti			
(0.1		0	.15	0.	.1	0	.1	0.0	9		
gth dit>	_							0				
									D. E.	CREDIT		
gth lit >			2002000					0	Rt Bank >	0.00	Credit SUM of banks	0
								Σ(Length X Cr	edit) for all area	s (banks dor	ne separately)	
: Ass	Assess tr	he proposed	100 foot buffer	on both banks ba	sed on the activity	proposed. Enter t	he percentage of an	a and the credit bel	ow. (Widths of I	ouffer above		
	ULL				THE REAL PROPERTY.						1	
	uffer R		Buffer Plan	nting - Heavy	Buffer Plan	ting - Light	Preservation High Quality,	Preservation	Buffer a			
		vasives)	ound, in	ining - neavy	Dullet 1 Jan	ung - Light	Restoration, Enhancement	Low Quality	wid			
	0.4			.38	0.3	20	0.44					
	0.4).19	0.	- 12/1	0.14	0.07	0			
	0.2	Calco			each side (SAR lengt			square feet	0			
					ST 100' - Mitiga			adous tost	I PROFESSION OF THE PROFESSION			
			mmunity maint			Subtract 0.03 Subtract 0.06	Ensure the sums of equa					
#												
otage rea	_	20591 132%	08/	08/	00/	0	00/	4000/				
dit>	_	0.14	0%	0%	0%	0%	0%	132%	J			
#		2 Pres	LQ Pres	Light Plant	Heavy Plant	Invasive con	trol				-	
otage	age	24335								CREDIT	8	
rea dit>		156% 0.14	0%	0%	0%	0%	0%	156%	Rt Bank >	0.18	Credit 0,20	31
	-					-			E(% Area X Cree	lit) for all areas	(banks done separate	
				Outside Fir	rst 100' - Mitigal			- Heavier	AVE of credit for	banks X lengt	h of project	
			mmunky maint nmunities main	ained	1900		Ensure the sums of	% Riparian Blocks I 100				
a# Otage		17072							7.0			
rea	а	109%	0%	0%	0%	0%	0%	109%	1			
dit>	> Pro	0.07	0.07	0.15 Light Plant	0.19 Heavy Plant	0.2	trol					
#	ž .			eight Fight	- regay Flail	"IA SOLA COL	401					
olage rea		30587 196%	0%	0%	0%	0%	0%	196%	Rt Bank >	O.08	S Credit	
dit >	>	0.07	0.07	0.15	0.19	0,2			Lt Bank >	0.14	0.11	17
									I(% Area X Cred AVE of credit for		t (banks done separate th of project	y)
stm	ment	Factors	These factors	are applied as a	multiplier to length	of a reach for wh	ich they apply		Î			
-				Adjustmer	nt Factor Cate	gories					redit beneath Provide a	
Activity Rare, Threatened, of Endangered Species					Livestock	Exclusion	Watershed I	Preservation	narrativ	e explana	ation of the	
Ac	Credit	t		munities	0.1	- 0.3	0.1	- 0.3	warrant an	adjustme	ent and justify	
	Credit			The Bridge				56	the A	AF credit	chosen.	
Cı	Length	Stream Length Affected Credit>										
Cı m Lei			ve and can ann	ly to more than on	o reach Each res	ch can have more	than one Adjustmen	.3 t Factors		TI games	Credits > X Credit) for all areas	47

		Comp			Crediti Methodology		orm (Fo	orm 3)				
Project #	CHE IN	Project Nam	ie	Locality	Cowardin Class.	HUC	Date	Reach #	Reach	RCI		
4189	RR	MB - Adden	dum	Franklin	Class.	03010103	1/31/13	R7	Length 1054		1	
Name	(s) of Evalua	ator(s)	Steam Nam	e and Inform	ation	or control		AND HOUSE	100.7			
	SW,GH	100				Tributary to	Reed Creek					Projec Credit
Restorati	On: Includes I	Priority 1, 2, and	3 restoration ac	ivities. Does not in	nclude buffer width	1.					Credit per foot	0
ist Reaches	that will rece	ive full Resto	ration:					Full Restoration	0		1	
nhanco	mont With	Instroop	o Structur				ol (Vanes, Weirs, Str					
	gth Affected b				Streambank Stab	ollity, Grade Contr		ep-Pools), Construct y Instream Structur			Credit per foot	0
-14/11								ts = Stream Length X 0.			0.5	
Inhance	ment: Addre	ssing Streemba	nk Stability, Entr		Access to Floodpl							
			Mechanic	Mi cal Bank Work	tigation Cate	jories		Biological Bani	k Work			
	Credit Po	er Length		Pick One	Per Length		Ma	y Be Cumulative	Per Length			
ctivities	Habitat Structures Create Bankfull Bench Lay Back Banks Bio-Remediation Techniques Stream Bank Plantings											
Credit per	Planungs er									1		
foot per bank				.13				.1	0.0	18		
Right Bank	Length							0				
	Credit>									CREDIT	Š	
Left Bank	Length Credit >							0	Rt Bank >	0.00	Credit	
	Credit			1		Approx.		Σ(Length X C	Lt Bank >	0.00 as (ban ks don	SUM of banks e separately)	0
Activities	establi	er Re- shment f invasives)	Buffer Plan	nting - Heavy	Buffer Plan	ting - Light	Preservation High Quelty, Restoration, Enhancement	Preservation Low Quality	Buffer a within pre- wid	servation		
redit for 0'-100'	0	A	0	.38	0.:	29	0,14	0.07	0			
Credit for beyond 100'	0	.2	0	.19	0.	15		.07	0		1	
		Calc	station of "Goal"	riparian buffer for e	ach side (SAR lengt	th times 100") >>>>	105,400	square feet			1	
	C	ne venetative co	mmunity maint		ST 100' - Mitiga	Subtract 0.03		f % Riparian Blocks			1	
			nmunities main			Subtract 0.06		al 100				
	Area #	102499				0						
Right Bank	% Area	97%	0%	0%	0%	0%	0%	97%	1			
	Credit>	0.14 HQ Pres	0.07 LQ Pres	0.29 Light Plant	0.38 Heavy Plant	0.4 Invasive con	trol					
	Area# Sq, Footage	93331				11100110				CREDIT		
Left Bank	% Area	89%	0%	0%	0%	0%	0%	89%	Rt Bank >	0.14	Credit	
	Credit>	0.14	0.07	0.29	0.38	0.4			Lt Bank >	0.12	0.13	137
									AVE of credit for		(banks done separate of project	ily)
			mmunity maint	alned	st 100' - Mitigal	Subtract 0.03	Ensure the sums of		I		J	
7211	Area #	vo vegetative co	nmunities main	tained		Subtract 0.06	equa	al 100	1			
Right Bank	Sq, Foolage % Area	178677 170%	08/	UN.	AD/	024	08/	4700	1			
	Credit>	0.07	0%	0%	0%	0%	0%	170%	J			
	Area#	Pres		Light Plant	Heavy Plant		trol					
Left Bank	Sq. Footage	126973								CREDIT	Y'III'	
	% Area Credit >	120% 0.07	0%	0%	0%	0%	0%	120%	Rt Bank >	0.12	Credit 0.10	105
									I(% Area X Cred	dit) for all areas	(banks done separate	
	Adjustine	nt Factor	R! Those factors	are profes or -	multiplier to length	of a much found	Joh Hans no di		AVE of credit for	benks X lengti	n of project	
	, ajadine			Adjustmen	t Factor Cate	gories	ън и ву врргу	Lawn 1			redit beneath	
	Act	ivity	Endangere	eatened, or d Species or	Livestock	Exclusion	Watershed	Preservation	narrativ	e explana	Provide a	
	Co	edit		- 0.3	0.4	- 0.3	0.4	- 0.3			nditions that ent and justify	
	_	gth Affected	U.I		0.1	- 0.3		- 0.3 354		AF credit		
		Credit>			(B) THE RES	CONTRES.	0).3			Credits >	316
-	C/e	uns are cumulat	ve and can app	y to more than on	e reach, bach reac	on can have more	then one Adjustmen				X Credit) for all areas	
							Total C	ompensation	Credit Pro	vided by	Project	551

				rm 3)	rm (Fo		rediti Methodology			omp	C				
		RCI	Reach Length	Reach #	Date	HUC	Cowardin Class.	Locality	0	roject Nam	P	Project#			
			40	R7a	1/31/13	03010103	010001	Franklin	dum	IB - Adden	RRI	4189			
Projec	3		-0.	HE I BYAT	Reed Creek	Tributary to	ation	and Informa	Steam Name	tor(s)	s) of Evaluat SW,GH	Name(
Credit								SASAN T		L DO	- Name of Street	MICH S			
0	Credit per foot						clude buffer width	ities. Does not in							
	1		,	uil Restoration = Stream Length X 1.0	Total length of F				ration:	ve full Resto	that will recei	ist Reaches			
	Credit per foot		of Differen	Basis) Canalysia	(Vanes, Weirs, Ster	ih. Grada Canton	Charachaek Stabi	OG* Addression	Structur	Instream	nent With	nhancen			
0	0,3				Length Affected by		STREMDERK SUBDI		tructures (just						
				= Stream Length X 0.3											
]						Access to Floodple		nk Stability, Entre	sing Streambar	nent: Addres	nhancen			
			Work	Biological Bank		ories	tigation Categ	al Bank Work	Mechanic						
			155	Be Cumulative F	May		Per Length	Pick One		Length	Credit Pe				
			Stream Plantis	n Techniques	Bio-Remediatio	Banks	Lay Baci	kfull Bench	Create Ban	ructures	Habitat St	ctivities			
		2	0.00				0.	15	0.1 0.15						
			0.0	•	0.		0.		0.		0.	foot per bank			
				0							Right Bank				
	s -	CREDIT									Credit>				
	Credit	0.00	Rt Bank >	0							Left Bank				
0	SUM of banks ne separately)	0.00 s (banks don	Lt Bank > edit) for all areas	Σ(Length X Cre							Credit >	- 16			
J. Oxfor		uffer above	ow. (Widths of b	a and the credit belo	e percentage of are	roposed. Enter th	sed on the activity p	n both banks bas	100 foot buffer o	s the proposed	Areas: Asses mined below)	liparian /			
		ervation	Buffer ar within pres widi	Preservation Low Quality	Preservation High Quality, Restoration, Enhancement	ing - Light	Buffer Plan	ting - Heavy	Buffer Plant	hment	Buffe establis (removal of	Activities			
	1		0	0.07	0.14	9	0.2	38	0.	4	0.	redit for 0'-106'			
			0)7	0.0	5	0.1	19	0.	2	0.	Credit for beyond 100'			
				square feet			ach side (SAR lengt		station of "Goal" ri	Calcu					
]			% Riparian Blocks	Ensure the sums of		ST 100' - Mitigal		mmunity maintai	ne vegetative co	Or				
				100	equal	Subtract 0.06		ained	mmunities mainta	o vegetative cor					
					133	0	200			0	Area # Sq, Footage				
				0%	0%	0%	0%	0%	0%	0%	% Area	Right Bank			
					rol	6.4 Invasive contr	0.38 Heavy Plant	0.29 Light Plant	0.07 LQ Pres	0.14 HQ Pres	Credit>				
	s -	CREDIT		1						Ö	Area # Sq. Footage				
	Credit	0.00	Rt Bank >	0%	0%	0%	0%	0%	0%	0%	% Area	Left Bank			
0 n(y)	0.00 (banks done separate	0,00	Lt Bank > Σ(% Area X Cred			0.4	0.38	0.29	0.07	0.14	Credit>				
-60			AVE of credit for			on Categorie	st 100' - Mitigat	Outelde El-							
	'				Ensure the sums of equal		o. 100 - minget	Ined	ommunity mainta mmunities mainta						
			l.	,	equal	July act U.U0			The state of the s		Area#				
			E E	0%	0%	0%	0%	0%	0%	0%	Sq, Footage % Area	Right Bank			
						0.2	0.19	0.15	0.07	0.07	Credit>				
					OI .	Invasive cont	Heavy Plant	Light Plant	Agrican	Pres	Area #				
	S Credit	O,00	Rt Bank >	0%	0%	0%	0%	0%	0%	0%	Sq. Footage % Area	Left Bank			
0	0,00	0.00	Lt Bank >	- 78		0.2	0.19	0.15	0.07	0.07	Credit >				
ıly)	(banks done separate		Yes Area X Cred AVE of credit for												
	redit beneath	length /c	Record AF		ch they apply		multiplier to length								
	Provide a	e explana	narrativ	reservation	Watershed P		Livestock	satened, or d Species or	Adjustm Rare, Threatened, or Endangered Species o Communities						
	nditions that						1			Credit					
	nditions that ent and justify	adjustme	warrant an		0.1 -	0.3	0.1	- 0.3							
12	nditions that ent and justify		warrant an	0	0.1 - 4 0.	0.3	0.1	- 0.3		th Affected Credit>					

Credit per foot		C	comp		tion C								
RPABB - Addendum	Project #	The state of	Project Nam	e	Locality		HUC	Date	Reach #		RCI		
Steam Name and information Tributary to Read Creak Tributary to	4189					Class.					1101		
Credit per load a sectoration achieve. Does not include buffer vider. Trotal langth of Full Restoration: Trotal langth of Full Restorati						ation	03010103	1/31/13	l Ko	468			
Adulte Priority 1, 2, and 3 restoration architeles. Does not include buffer width. If I reaches full Restoration:		SW,GH					Tributary to	Reed Creek					Project Credits
Total length of Full Restoration: 1 Code length of Full Restoration 1 Code length Co	Postoroti	OP!				GENERAL		PAR AND T			N. J. PANIE	W. L. Constitution	
With Instream Structures (Justify length): Let Adversaring Structures (Justify length): Machanical Bank Work Machanical Bank Work Machanical Bank Work Machanical Bank Work May Se Cumulative Per Length Do.1 0.15 0.1 0.1 0.09 Ris Bank York Plantings O.1 0.15 0.1 0.1 0.00 Ris Bank York Plantings O.1 I Sank York Listen's York Cheefing of Machanical Bank Work Risen's Despote (John State Cheefing of Machanical Bank Work Risen's Despote (Joh					vities. Does not in	nclude buffer width	1.	Total length of E	Full Restoration				0
Langth Affector by natures Biological Bank Work Miligation Categories Michanical Bank Work Michanical Bank Work Michanical Bank Work Michanical Bank Work Miligation Categories D. 1 0.1 0.1 0.1 0.09 RI Bank V D. 0.0 Credit I Bank V D. 0 Credit I Bank V D. 1 Credit I Bank V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1				1000111						0			
Langth Affector by natures Biological Bank Work Miligation Categories Michanical Bank Work Michanical Bank Work Michanical Bank Work Michanical Bank Work Miligation Categories D. 1 0.1 0.1 0.1 0.09 RI Bank V D. 0.0 Credit I Bank V D. 0 Credit I Bank V D. 1 Credit I Bank V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1 Credit I Bank V D. 1 Each V D. 1	Enhancer	ment With	Instream	Structur	'es: Addressing	Streambank Stab	ollity, Grade Contro	ol (Vanes, Weirs, Ste	ep-Pools), Constructe	ed Riffles		Credit per foot	
Commentation Comm				-								0.3	0
Mischanical Bank Work redit Per Length Pick One Per Langth Pick One Per Langth Biblats Structures Create Bankfull Bench 0.1 0.15 0.1 0.15 0.1 0.15 0.1 0.1								Credit	s = Stream Length X 0.	3			
Machanical Bank Work May Be Camulative Per Length Pick One P	Enhancer	ment: Addre	ssing Streamba	nk Stability, Entre				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
bitsts Structures Create Bankfull Bench Lay Back Banks Bio-Remediation Techniques Braam Bank Plantings 0.1 0.1 0.15 0.1 0.1 0.19 ORBERTS CREDITS (Li Bank > 0.09 CREDITS (Li Bank > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Sil Senk > 0.00 Credit Li Bank > 0.00 Sil Senk > 0.00 Credit Credit Credit Credit Credit Credit > 0.14 O.07 O	-	1		Mechanic		tigation Cate	jories		Biological Bank	s Work			
0.1 0.15 0.1 0.1 0.1 0.09 CREDITS Credit Control Control CREDITS Credit Control Credit Control Credit Control Credit Control Credit Control Credit Control Credit		Credit Pe	r Length			Per Length		May	y Be Cumulative	Per Length			
0.1 0.15 0.1 0.1 0.1 0.09 CREDITS	ctivities	Habitat S	tat Structures Create Bankfull Bench Lav Back Banks Blo-Remediation Techniques Stream Bank										
CREDITS CRED	Credit per	100									iiya		
	foot per bank	0	0.1 0.15 0.1 0.1 0.09								9		
	Dank	1					0						
CREDITS	Right Bank	Length Credit>							0	J			
											-		
St. Assess the proposed 100 fool buffer on both banks based on the activity proposed. Enter the percentage of area and the credit below. (Webts of buffer above blook) Buffer Re-establishment oval of invasives) Buffer Planting - Heavy Buffer Planting - Light Preservation High Quality. Restoration of minastration of the preservation of invasives and the credit below. (Webts of buffer area not heavy within preservation width of the preservation of minastration of minastratio	Left Bank	Length Credit >							0	_			0
Buffer Restablishment Buffer Planting - Heavy Buffer Planting - Light Preservation Pre			-						Σ(Langth X Ca				U
Buffer Re- Preservation Preservation Preservation Preservation Preservation Preservation Within preservation Withi	Riparian A	Areas: Asse	ss the proposed	100 foot buffer	on both banks ba	sed on the activity	proposed. Enter t	he percentage of an	ea and the credit bel	ow. (Widths of I	ouffer above		
Duffer Planting - Heavy Buffer Planting - Light	OD WIN DE CHELE	mined below)					Name of Street						
Restoration Width Width Width Width Restoration Restoratio		100000000000000000000000000000000000000							Description				
0.4 0.38 0.29 0.14 0.07 0	Activities	T10013-0 eutomore 1100e		Buffer Plan	ting - Heavy	Buffer Plan	iting - Light	Restoration,					
0.2 0.19 0.15 0.07 0			TIME	CAPTE .				Enhancement					
Calculation of "Geal" riparian buffer for each side (BAR length times 199)>>>> 48,869 equare feet	Credit for 0'-100'	0.	4	0	.38	0.:	29	0.14	0.07	0			
Within First 100' - Mitigation Categories	Credit for beyond 100'	0.	.2	0	.19	0.	15	0.	.07	0			
Content Cont			Calcu	station of "Goal" r	iparian buffer for e	ach side (SAR lengt	th times 100") >>>	46,800	square feet				
Two vegetative communities maintained						ST 100' - Mitiga	-						
Area 97% 0% 0% 0% 0% 0% 0% 97%													
Area 97% 0% 0% 0% 0% 0% 0% 97% HQ Pres Light Plant Heavy Plant Invasive control as #		Area #											
CREDITS CRED	Right Bank	Sq, Footage % Area		0%	084	08/		09/	079	1			
CREDITS CREDITS		Credit>			0.29			U78	8176	J		4	
CREDITS CRED		Anna #	HQ Pres	LQ Pres	Light Plant	Heavy Plant	Invasive con	trol					
edit> 0.14 0.07 0.29 0.38 0.4 Lt Bank > 0.16 0.15 7 \(\)	Left Bank	Sq. Footage	53689								CREDIT	\$	
Tyle Area X credit for all areas (banks done separately) AVE of credit for banks X longth of project Outside First 100* - Mitigation Categories One vegetative community maintained Subtract 0.03 Ensure the sums of % Riparian Blocks Two vegetative communities maintained Subtract 0.06 Subtract 0.08 Subtract 0.08 Five vegetative communities maintained Subtract 0.08 Subtract 0.08 Subtract 0.08 Five vegetative communities maintained Subtract 0.08 Own 119% Own 119% Five vegetative communities maintained Subtract 0.08 Own 119% Own 119% Five vegetative communities and incommunities and incommunities of the sum of the project of the sum of the project of the pr	Colt Dalix	% Area						0%	115%				
Outside First 100' - Mitigation Categories One vegetative community maintained Subtract 0.03 Two vegetative communities maintained Subtract 0.05 Two vegetative communities maintained Subtract 0.06 Subtract 0.06 Subtract 0.06 Subtract 0.06 Two vegetative communities maintained Subtract 0.06 Subtract 0.06 Subtract 0.06 Subtract 0.06 Two vegetative communities maintained Subtract 0.08 Subtract 0.08 Subtract 0.08 Subtract 0.09 O% 0% 0% 0% 119% Invasive control The subtract 0.09 Subtract 0.09 The subtract of subtract 0.09 The subtract 0.0		Credit	0.14	0.07	0,29	0.35	0.4		1				70
CREDITS Two vegetative communities maintained Subtract 0.03 Ensure the sums of % Riparian Blocks equal 100 as # Subtract 0.06 Subtract 0.07 Subtract 0.07 0.07 0.15 0.19 0.2 Pres Light Plant Heavy Plant Invasive control sea # Subtract 0.07 0.07 0.15 0.19 0.2 Area 221% 0% 0% 0% 0% 0% 0% 221% Rt Bank > 0.08 Credit sed to 0.07 0.07 0.15 0.19 0.2 Lit Bank > 0.15 0.12 Subtract 0.07 Subtract 0					Option Et	et 400' 1881.	tion Cata					- 1	
CREDITS					ined	or IVV - Mitigal	Subtract 0.03	Ensure the sums o		-	-	i.	
Area 119% 0% 0% 0% 0% 0% 0% 119% edit> 0.07 0.07 0.15 0.19 0.2 Pres Light Plant Heavy Plant Invasive control ea # Footage 103205 Area 221% 0% 0% 0% 0% 0% 0% 221% Rt Bank > 0.08 Credit edit > 0.07 0.07 0.15 0.19 0.2 Li Bank > 0.08 Credit Li Bank > 0.15 0.12 5 \(\text{X'' rew X' Credity for all areas (benks done separately)} \) AvE of credit for banks X' length of project Activity Rare, Threatened, or Endangered Species or Communities Rare, Threatened, or Endangered Species or Communities Credit 0.1 - 0.3 0.1 - 0.3 0.1 - 0.3 Credit 0.1 - 0.3 Credit over the conditions that warrant an adjustment and justify the AF credit chosen.		Area#		mmunmes maint	ained		Subtract 0.06	equa	100	1			
edit	Right Bank	Sq. Footage		08/	CEV	684	Ca/	0-1	44001	1			
Pres Light Plant Heavy Plant Invasive control as # CREDITS Area 221% 0% 0% 0% 0% 0% 0% 221% Rt Bank > 0.08 Credit edit > 0.07 0.07 0.15 0.19 0.2 Lt Bank > 0.15 0.12 5 [CREDITS Area 221% of the plant of the		Credit>						U7/s	119%				
Footage 103205 Area 221% 0% 0% 0% 0% 0% 0% 221% Rt Bank > 0.08 Credit edit > 0.07 0.07 0.15 0.19 0.2 Lt Bank > 0.05 0.12 5 \[\chi(\chi(\chi(\chi(\chi(\chi(\chi(\chi(trol					
edit > 0.07 0.07 0.15 0.19 0.2 Lt Bank > 0.15 0.12 5 \[\frac{\text{\$\colored}{\colored}{\text{\$\colored}{\colored}{\text{\$\colored}{\text{\$\colored}{\colored}{\colored}{\text{\$\colored}{\	Left Bank	Sq. Footage		Me to u							CREDIT	5	
Light Area X Credity for all areas (banks done separately) AVE of credit for banks X length of project Adjustment Factor Categories Activity Rare, Thread, or Endangered Species or Communities Credit 0.1 - 0.3 0.1 - 0.3 0.1 - 0.3 Endangered Species or Communities Credit 0.4 - 0.3 D.1 - 0.3 Endangered Species or Communities Credit D.1 - 0.3 D.1 - 0.3 Endangered Species or Communities Credit D.1 - 0.3 D.1 - 0.3 D.1 - 0.3	Con Dank	% Area						0%	221%				
Activity Rare, Threatened, or Endangered Species or Communities Credit 0.1 - 0.3 O.1 - 0.3 AvE of credit for banks X length of project Activity Adjustment Factor Categories Record AF length /credit beneath the AF activity. Provide a narrative explanation of the applicable site conditions that warrant an adjustment and justify the AF credit chosen.		Credit >									56 M		
Adjustment Factor Categories Rare, Threatened, or Endangered Species or Communities Credit 0.1 - 0.3 0.1 - 0.3 0.1 - 0.3 Watershed Preservation Watershed Preservation applicable site conditions that warrant an adjustment and justify the AF credit chosen.			A B										
Activity Rare, Threatened, or Endangered Species or Communities Credit 0.1 - 0.3 0.1 - 0.3 Credit		Adjustme	nt Factors	: These factors	are applied as a	multiplier to length	of a reach for wh	ich they apply		Record AF	length /c	redit beneath	
Activity Endangered Species or Communities Usestock Exclusion Watershed Preservation Endangered Species or Communities Uses on the Endangered Species or Communities Uses of Communities U				Rare, Thr		ractor Cate	gories			the AF	activity.	Provide a	
Credit 0.1 - 0.3 0.1 - 0.3 warrant an adjustment and justify the AF credit chosen.		Act	ivity	Endangere	d Species or	Livestock	Exclusion	Watershed	Preservation				
the AF credit chosen.		Cre	edit			0.1	- 0.3	0.1	- 0.3	warrant an	adjustme	nt and justify	
		Stream Len						4	68	the /	ur credit d	nosen.	
Credits 2 0.3 Credits > 1. Credits are cumulative and can apply to more than one reach. Each reach can have more than one Adjustment Factors Silength X Credit for all areas		Crea		ve and can sont	v in more then co	e much Each man	ch can have me				T1		140
Total Compensation Credit Provided by Project 2		1 0/66	our world!	and out oppy	, .e we wen on		vair nava mula		12-12-1	Out -			

	C	omp			rediti		orm (Fo	orm 3)				
Project #	F	Project Nam	10	Locality	Cowardin Class.	HUC	Date	Reach #	Reach Length	RCI		
4189		MB - Adden		Franklin		03010103	1/31/13	R9	176			
Name(s) of Evalua SW,GH	tor(s)	Steam Nam	e and Inform	ation	Tributary to	Reed Creek					Project Credits
		Topics		- Howard	0 0 1/6 0 0			Water on A	THE TANK	0.05		Marie
	DN: Includes P that will recei			ivities. Does not i	nclude buffer width	L	Total length of I	Full Restoration			Credit per foot	0
					-			ts = Stream Length X 1	0			
Enhancer	nent With	Instream	n Structui	res: Addressing	Streambank Stab	oility, Grade Contro	ol (Vanes, Weirs, Sie	ep-Pools), Constructi	ed Riffles		Credit per foot	
Discuss Leng	th Affected by	y Instream S	tructures (jus	tify length):				y instream Structur s = Stream Length X 0.			0.3	0
Enhancer	nent: Address	seine Straumha	nk Stability Ente	anchment Dating	Access to Floodpi	ala .				-	1	
	TOTAL PERSON	asking Ollocation	1000	Mi	tigation Cate							
	Credit Pe	Length	Mechanic	Pick One	Per Length		Ma	Biological Bank y Be Cumulative				
ctivities	Habitat S	tructures	Create Bar	nkfull Bench	Lay Bac	k Banks	Bio-Remediati	on Techniques	Stream			
Credit per foot per												
bank	Length								75			
Right Bank	Credit>				3					CREDIT	e .	
Left Bank	Length					No. of		0	Rt Bank >	0.00	Credit	
	Credit >							Σ(Length X Cr	Lt Bank >	0.00 s (banks don	SUM of benks as separately)	0
Activities	Buffe establis (removal of	hment	Buffer Plan	nting - Heavy	Buffer Plan	iting - Light	Preservation High Quality, Restoration, Enhancement	Preservation Low Quality	, width			
Credit for 0'-100'	0.	4	0	.38	0.:	29	0.14	0.07	0]	
Credit for beyond 160'	0.			.19		15		.07	0			
		Calc	dation of "Goal" I		ach side (SAR lengt ST 100' - Mitiga			square feet				
To term year			mmunity mainta	ained			Ensure the sums of	f % Riparian Blocks at 100			,	
	Area #											
Right Bank	Sq, Footage % Area	23723 135%	0%	0%	0%	0%	0%	135%	1			
	Credit>	0.14 HQ Pres	0.07 LQ Pres	0.29 Light Plant	0.38 Heavy Plant	0.4						
	Area # Sq, Foolage	20821	LQTIES	Light Flant	rieavy Flain	HIVESIVE COIL	uoi			CREDIT		
Left Bank	% Area	118%	0%	0%	0%	0%	0%	118%	Rt Bank >	0.19	Credit	
	Credit>	0.14	0.07	0.29	0.38	0.4			Lt Bank > Σ(% Area X Cred	0.17	0.18 (banks done separate	32
					st 100' - Mitigal				AVE of credit for	banks X lengt	n of project	
	Tw		ommunity mainta mmunities main	ained		Subtract 0.03 Subtract 0.06	Ensure the sums of	f % Riparian Blocks al 100				
Right Bank	Area # Sq, Footage	0							× 2			
will bank	% Area Credit>	0%	0%	0% 0.15	0%	0%	0%	0%]			
	Area#	Pres	0.01	Light Plant	Heavy Plant		trol					
Left Bank	Sq, Footage	7552	08/	00/	par	68/	501	4001	Da Dont	CREDIT	-	
	% Area Credit >	43% 0.07	0.07	0%	0%	0%	0%	43%	Rt Bank >	0.00	Credit 0.02	4
									I(% Area X Cred AVE of credit for		(banks done separate	Hy)
	Adjustme	nt Factor	B: These factors		multiplier to length		ich they apply				redit beneath	
	Acti	ivity	Endangere	eatened, or ad Species or	Livestock	gories Exclusion	Watershed	Preservation	the AF	activity. e explana	Provide a stion of the	
	Cre	edit		- 0.3	0.1	- 0.3	0.1	- 0.3	warrant an	adjustme	nditions that ent and justify	
		gth Affected							the /	AF credit		
	Cradit> Credits are cumulative and can apply to more than			ly to more than or	e mach Fach ma	ah asa haus mas				The second	Credits >	0
			TO DIE GOIL DAD	y 10 more and a	0 10001, LB01100	on can nave more	inan one Adjustme	nt i-actors		2.Lengm	X Credit) for all areas	

Project #	RELIEU.	Project Nam	10	Locality	Cowardin Class.	HUC	Date	Reach #	Reach	RCI		
4189	RR	MB - Adden	dum	Franklin	Ciass.	03010103	1/31/13	R10	Length 2543			
Name	(s) of Evalua	stor(s)	Steam Nam	ne and inform	ation		10 to 100 to					
	SW,GH				-	Tributary to	Reed Creek					Project Credits
Restorati	On: includes F	Priority 1, 2, and	3 restoration ac	tivities. Does not le	nclude buffer width						Credit per foot	0
	that will rece							Full Restoration		PLEASE.	1	
				N			-	its = Stream Length X 1				
					Streambank Stat	oility, Grade Contr	ol (Vanes, Weirs, St	ep-Pools), Construct	ed Riffles		Credit per foot	
Discuss Lenç	gth Affected b	y Instream S	tructures (jus	stify length):				y Instream Structur ts = Stream Longth X 0.			0.3	0
Enhance	mant						J	-	A 100		,	
Imanice	IIIGIIL. Addre	sang Streampa	nk Stabliny, Entr		Access to Floodpl							
	Mechanical Bank Work Biological Bank Work Credit Per Length Pick One Per Length May Be Cumulative Per Length											
Activities		Habitat Structures Create Bankfull Bench Lay Back Banks Bio Remediation Techniques Stream Bank								Bank		
	Trabitat 0	Habitat Structures							ings			
Credit per foot per	0	0.1 0.15 0.1 0.1 0.09							9 -			
bank												
Right Bank	Length Credit>							0]		18	
	Credit									CREDIT	ŝ	
Left Bank	Length Credit >							0	Rt Bank >	0.00	Credit SUM of banks	
	0.00			•		1000		Σ(Length X C	redit) for all area	0.00 s (banks don		0
Activities redit for 6'-100' Credit for	(removal o	shment f invasives) .4	C).38).19	0.	ting - Light 29	High Quality, Restoration, Enhancement	Preservation Low Quelty 0.07	within pre:	th		
beyond 100'					ach side (SAR lengt							
				and the second s	ST 100' - Mitiga	The state of the s		square feet				
		one vegetative co				Subtract 0.03 Subtract 0.06		of % Riparian Blocks al 100			'	
	Area#							1				
Right Bank	Sq, Footage % Area	228330	00/	00/	001	0						
	Credit>	90%	0%	0%	0%	0%	0%	90%				
	Area#	HQ Pres	LQ Pres	Light Plant	Heavy Plant	Invasive con	trol	ž.				
Left Bank	Sq. Footage	228690	201							CREDIT	$\overline{-}$	
	% Area Credit>	90%	0,07	0%	0%	0%	0%	90%	Rt Bank >	0.13	Credit 0,13	331
							200		Σ(% Area X Cree	fit) for all areas	(banks done seperate	
- 6011			2 7%	Outside Fir	st 100' - Mitigal	tion Categorie	8		AVE of credit for	banks X lengtf	of project	
	Tv	ine vegetative co				Subtract 0.03 Subtract 0.06		of % Riparian Blocks al 100	0.00			
	Area #	320704							7.			
Right Bank	% Area	126%	0%	0%	0%	0%	0%	126%				
	Credit>	0.07 Pres	0.07	0.15 Light Plant	0.19 Heavy Plant	0.2	troi					
	Area#			Light Fight	TIOD TY TIGHT	IIIVASIVO COII						
Left Bank	Sq, Footage % Area	395868 156%	0%	0%	0%	0%	0%	156%	Rt Bank >	O.09	Credit	
	Credit >	0.07	0.07	0,15	0.19	0.2	TENE		Lt Bank >	0.11	0.10	254
									Σ(% Area X Creatit for		(banks done separate h of project	rly)
97550	Adjustme	nt Factor	3: These factors	s are applied as a	multiplier to length	of a reach for wh	ich they apply					-
		ivity	Rare, The	Adjustment reatened, or ad Species or	t Factor Cate	gories Exclusion		Preservation	the AF	activity.	redit beneath Provide a ition of the	
			Com	munities		The state of the s		THE PARTY.			nditions that ent and justify	
		edit gth Affected	edit 0.1 - 0.3 0.1 - 0.3 0.1 - 0.3					- 0.3		AF credit		
		Credit>	edit>								Credits >	0
57000	Cre	dits are cumulat	ive and can app	ly to more than on	e reach. Each reac	ch can have more	than one Adjustme	nt Factors		ΣLength 2	X Credit) for all areas	
							Total C	ompensation	Credit Pro	vided by	Project	585

				orm 3)	rm (Fo	_	rediti Methodology			omp	C	
		RCI	Reach	Reach #	Date	HUC	Cowardin Class.	Locality		roject Name	P	Project#
		710 C B (1)	Length 212	R10a	1/31/13	03010103	Class.	Franklin	lum	/B - Addend	RRM	4189
			212	Kita	1101110	00010100	tion	and Informa			s) of Evaluat	
Proje Credi			M Sala	T.	Reed Creek	Tributary to					SW,GH	
0	Credit per foot		AND PERSONAL				clude buffer width.	ities. Does not in	restoration activ	fority 1, 2, and 3	On: includes Pr	estoratio
	1_1	9 300			Total length of F						that will receive	
	W-07	-		s = Stream Length X 1								
	Credit per foot		ed Riffles	p-Pools), Constructi	(Vanes, Weirs, Ste	ity, Grade Contro	Streambank Stabi					
0	0,3			Instream Structur = Stream Longth X 0.	Length Affected by Credits			fy length):	ructures (justi	/ Instream St	th Affected by	scuss Leng
										-		
		-					Access to Floodpla		k Stability, Entre	sing Streamban	nent: Addres	nnancen
				Biological Ban				al Bank Work	Mechanic			
		Dank		Be Cumulative	May Be Cumulative Bio-Remediation Technique		Per Length			Length	Credit Per	
			Stream Planti	on Techniques			Lay Baci	kfull Bench	Create Ban	ructures	Habitat St	tivities
												redit per
		•	0.0	.1	0.		0.	15	0.		0.	foot per bank
	\$			0		Marine Marine	DAY COM	0.000			Length	lasha Baarla
											Credit>	ight Bank
-	Credit	0.00	Rt Bank >	0							Length	
0	SUM of banks		Lt Bank >								Credit >	eft Bank
	e separately)		edit) for all area		e percentage of are			-		-	10-90-10	
		ervation	Buffer ar within pres wid!	Preservation Low Quality 0.07 07	High Quality, Restoration, Enhancement 0.14 0.0	9	0.2 0.1 ach side (SAR length	38	0.0	hment invasives) 4	Buffer establis (removal of 0	edit for 0'-100' Credit for beyond 100'
						ion Categories	T 100' - Mitigal	WITHIN FIRE				
					Ensure the sums of equal	Subtract 0.03 Subtract 0.06			mmunity maintai nmunities mainta			
				1							Area#	
						0				0	Sq, Footage	ight Bank
			J	0%	0%	0%	0%	0%	0%	0%	% Area Credit>	
					rol		Heavy Plant		LQ Pres			
1	3	CREDITS								0	Area # Sq, Footage	Left Bank
_	Credit	0.00	Rt Bank >	0%	0%	0%	0%	0%	0%	0%	% Area	Leit Dalik
(tely)	0.00 (banks done separate	0,00	Lt Bank > Σ/% Area X Cred			0.4	0.38	0.29	0.07	0.14	Credit>	
	of project	banka X length	AVE of credit for			on Čatanodas	st 100' - Mitigat	Outside Ein				
					Ensure the sums of	Subtract 0.03	or 100 - Innuger	ned	mmunity mainta nmunities mainta	ne vegetative co	Or	
			1		equa	Subtract 0.06		eu			Area #	
			1	0%	0%	0%	0%	0%	0%	0%	Sq, Footage % Area	Right Bank
			ı	U/II		0.2	0.19	0.15	0.07	0.07	Credit>	
8					rol	Invasive cont	Heavy Plant	Light Plant		Pres	Area#	
1		CREDITS								0	Sq, Footage	Left Bank
0	Credit 0.00	0.00	Rt Bank >	0%	0%	0%	0%	0%	0%	0%	% Area Credit >	
	(banks done separate			,		0.4	0.10	0.10	0.01	0.01	oroun.	
	of project	banks X length	AVE of credit for		- iasiii				-		I A 19	
	redit beneath	length /cr	Record AF		ch they apply	of a reach for whi	nuitiplier to length t Factor Cates	Adjustmen	These factors	nt Factors	Adjustme	
	tion of the		narrativ	Preservation	Watershed F		Livestock	atened, or Species or	Endangered	vity	Acti	
	ditions that nt and justify							unities	Comm	The same of		
		F credit c		- 0.3	0.1	U.3	0.1 -	- 0.3	0.1		Stream Leng	
0	Credits >							Cid de		Credit>		
	(Credit) for all areas	ΣLength X		t Factors	than one Adjustmen	h can have more	reach, Each reac	to more than one	ve and can apply	its are cumulati	Cred	
0	Project	ided by I	Credit Prov	ompensation	Total Co							
-												

Ž.		
ach RCI		
0	8	
		Project
To do to the		Credits
	Credit per foot	0
	1	
	Credit per foot	
	0.3	0
<u> </u>		
ngth		
tream Bank Plantings		
0.09		
	,	
CREDIT	Š	
nk > 0.00	Credit SUM of banks	0
all areas (banks don	e separately)	
dths of buffer above		
iffer area not in preservation width		
0		
0		
100		
ank > 0.00	S Credit	
nnk > 0.00	0.00	0
		**
ank > 0.00	0.00	0
		ely)
ord AF length /c	redit beneath	
he AF activity. I	Provide a tion of the	
ant an adjustme	ent and justify	8
the AF credit of	cnosen :	
the AF credit of	Credits >	18
	gth ream Bank Plantings 0.09 CREDIT nk > 0.00 all areas (banks don tiths of buffer above ffer area not n preservation width 0 0 CREDIT nk > 0.00 all areas (banks don tiths of buffer above ffer area not n preservation width 0 0 CREDIT nk > 0.00 all areas (banks don tiths of buffer above ffer area not n preservation width on A Credity for all areas areal for banks X length ord AF length /c to banks X length	CREDITS CRE

	C	Comp			Crediti Methodology	_	orm (Fo	orm 3)				
Project#		Project Nam	Se a unitro	Locality	Cowardin	HUC	Date	Reach#	Reach	RCI		
4189	RR	MB - Adden	dum	Franklin	Class.	03010103	1/31/13	R11	Length 247			
	(s) of Evalua			e and Inform	ation	03010103	1/31/13	KII	241			
	SW,GH					Tributary to	Reed Creek					Project
Restorati	On: Includes P	Priority 1, 2, and	3 restoration ac	wites. Does not i	nclude buffer width						Credit per foot	0
	that will rece							Full Restoration			1	
			- note				Credi	its = Stream Length X 1	0			
inhance	ment With	Instream	n Structu	res: Addressing	Streambank Stab	Mity, Grade Contr	ol (Vanes, Weirs, St	ep-Pools), Construct	ed Riffles		Credit per foot	
iscuss Leng	th Affected b	y Instream S	tructures (jus	tify length):				y Instream Structur			0.3	0
							Creat	is = Stream Length X 0.	3			
nhance	ment: Addre	ssing Streamba	nk Stability, Entr		Access to Floodpl							
			Mechani	cal Bank Work		Jones		Biological Bank				
	Credit Pe	erLength		Pick One	Per Length		Ma	y Be Cumulative	The state of the s	David		
Activities	Habitat S	tructures	Create Ba	nkfull Bench	Lay Back Banks		Bio-Remediation Techniques		Stream Plant			
Credit per												
foot per bank	0	.1).15	0.	.1		0.1	0.0	19		
District David	Length							0				
Right Bank	Credit>											
	Length				The second second			0	Rt Bank >	0.00	S Credit	
Left Bank	Credit >								Lt Bank >	0.00	SUM of banks	0
					,		- This is a second	Σ(Length X Co	redit) for all area	-	e separately)	
Activities	establi: (removal o	er Re- shment f invasives)		nting - Heavy		iting - Light	Preservation High Quality, Restoration, Enhancement	Preservation Low Quality 0.07	Buffer a within pre wid	servation ith		
Credit for		.2).19	-	15		.07	0			
beyond 100°					each side (SAR lengt			guare feet				
			1.37		ST 100' - Mitiga			al adopte test				
		ne vegetative co				Subtract 0.03 Subtract 0.06		of % Riparian Blocks al 100			·	
	Area #					1 Dube act 0.00		1	1			
Right Bank	Sq, Footage	24815				0						
	% Area	0.14	0,07	0%	0%	0%	0%	100%]			
		HQ Pres	LQ Pres	Light Plant	Heavy Plant	Invasive con	troi				1	
Left Bank	Area # Sq, Foolage	21810								CREDIT	S	
Left Dank	% Area Credit>	88%	0%	0%	0%	0%	0%	88%	Rt Bank >	0.14	Credit	
	Credit	0.14	0.07	0.29	0.38	0.4			Lt Bank >	0.12 dit) for all areas	0.13 (banks done separate	32
				Outelde Ei	rst 100' - Mitigal	tion Catagoda			AVE of credit for			
		ne vegetative co		ained	ot 100 - mruga	Subtract 0.03	Ensure the sums of	of % Riparian Blocks			1	
	Area #	vo vegetative co	minimes main	шлеа		Subtract 0.06	equ	al 100	1			
Right Bank	Sq. Footage % Area	10054 41%	0%	0%	0%	0%	0%	41%	1			
	Credit>	0.07	0.07	0.15	0.19	0.2		7170	1			
	Area#	Pres		Light Plant	Heavy Plant	Invasive con	trol					
Left Bank	Sq, Footage	29470	201							CREDIT		
	% Area Credit >	0.07	0%	0%	0,19	0%	0%	119%	Rt Bank >	0.03	Credit 0.06	15
		A		0.10							(banks done separate	
	Adiustme	nt Factor	R! These faster	t pre grafied as -	multiplier to length	of a panels for the	sich the marks		AVE of credit for	r benks X langti	h of project	-
	rajuoune	I GOLDI	er treat sector		nt Factor Cate		пы втеу арріу				redit beneath	
	Act	ivity	Endangen	reatened, or ed Species or	Livestock	Exclusion	Watershed	Preservation	narrativ	ve explana	Provide a	
	Cn	edit		munities I - 0.3	0.1	- 0.3	0.1	- 0.3	warrant ar	adjustme	nditions that ent and justify	
		gth Affected			0.1		V.1		the	AF credit	chosen.	
		Credit>	R-15	tion many their						_	Credits >	0
	Cre	uus are cumulat	и вна сел арр	ry to more than of	reach, Each rea	on can have mon	than one Adjustme	nt Factors		ΣLength .	X Credit) for all areas	
							Total C	ompensation	Credit Pro	vided by	Project	47

		omp			FEGITI Methodology	_	orm (Fo	orm 3)				
Project #	TO BE	Project Nan	ne	Locality	Cowardin Class.	нис	Date	Reach#	Reach	RCI		
4189	RR	MB - Adden	dum	Franklin	Olusa.	03010103	1/31/13	R12	Length 827			
Name	(s) of Evalua SW,GH	itor(s)	Steam Nam	e and Inform	ation	Tributary to	Reed Creek			-110		Projec
	UNIX MA		NS COLUMN						11/3/11	y 30.		Credit
	On: includes f			ivities. Does not i	nclude buffer width						Credit per foot	0
it Reacties	uiat will rece	ive full Rest.	orauon,				Total length of f	uli Restoration s = Stream Length X 1	0		1	
nhancer	ment With	Instream	n Structu	res: Addressing	Streambank Stab	ility, Grade Contro	ol (Vanes, Weirs, Ste	p-Pools), Construct	ed Riffies		Credit per foot	
	-0-00		tructures (jus				Length Affected by	/ Instream Structur s = Stream Length X 0.	es		0.3	0
nhancer	ment: Addre	ssing Streamba	nk Stability, Entr	enchment Ratios.	Access to Floodple	aln		To the same			1	
					tigation Categ			Blata stant Bank	. W. J.			
	Credit Po	r Length	Mechani		Per Length		May	Biological Bani Be Cumulative				
tivities	Habitat S	tructures	Create Bas	nkfull Bench	Lay Baci	k Banks	Bio-Remediati	on Techniques	Stream Plant			
redit per foot per	0	.1	C	.15	0.	.1	0	.1	0.0	19		
bank ght Bank	Length							0			,	
	Credit>									CREDIT	S	
eft Bank	Length Credit >							0	Rt Bank >	0.00	Credit SUM of banks	0
	N							Σ(Length X Ci	redit) for all area		, ,	U
ctivities	establi	er Re- shment f invasives)		nting - Heavy	Buffer Plan	ting - Light	Preservation High Quality, Restoration, Enhancement	Preservation Low Quality	Buffer a within pre- wid	servation		
dit for 0'-100'	0	A	0	.38	0.2	29	0.14	0.07	0]	
Credit for leyond 100'	0	.2	0	.19	0.1	15	0.	07	0			
		Calc	ulation of "Goal"		ach side (SAR lengt			square feet]	
			ommunity maint	ained	ST 100' - Mitiga	Subtract 0.03	Ensure the sums of		T		1	
	Area#	o vegetative co	mmunities main	tained		Subtract 0.06	ėqua	1 100				
ight Bank	Sq. Footage	75800				0						
g Dank	% Area	92% 0.14	0%	0%	0%	0%	0%	92%]			
		HQ Pres	LQ Pres		Heavy Plant		trol					
eft Bank	Area # Sq, Footage	61041								CREDIT	s	
ert bank	% Area Credit>	74% 0.14	0%	0%	0%	0%	0%	74%	Rt Bank >	0.13	Credit	
	Ciedile	0.14	0.07	0.29	0.38	0.4			Lt Bank >	0.10 dit) for all areas	0.12 (banks done separate	99
**				Outside Fir	st 100' - Mitigat	ion Categories			AVE of credit for	banks X langti	of project	
	Tv		ommunity maint mmunities main	ained		Subtract 0.03 Subtract 0.06		% Riparian Blocks I 100				
	Area # Sq. Footage	155268						7				
ight Bank	% Area	188%	0%	0%	0%	0%	0%	188%]			
	Credit>	0.07 Pres	0.07	0.15 Light Plant	0.19 Heavy Plant	0.2	trol		7			
	Area#	93090		- Annual Control						6055		
eft Bank	Sq, Footage % Area	113%	0%	0%	0%	0%	0%	113%	Rt Bank >	0.13	Credit	
	Credit >	0.07	0.07	0.15	0.19	0.2			Lt Bank >	0.08	0.11 (banks done separate	91
	7	allie July		-11. Me	7/13/11/11				AVE of credit for			"
	Adjustme	nt Factor	S: These factors	Adjustmen	multiplier to length	of a reach for whi	ich they apply		Record AF	length /c	redit beneath	
	Art	ivity		eatened, or ed Species or	Livestock	DOTE HER	Waterbert	Zrange metic -	the AF	activity.		
			Com	nunities				Preservation	applicab	le site cor	nditions that	
	-	edit	0.1	- 0.3	0.1 -	0.3		- 0.3		AF credit	ent and justify chosen.	
	outeam Len	gth Affected Credit>						.3			Credits >	248
	Cre		ive and can app	ly to more than on	e reach. Each reac	h can have more	than one Adjustmen			ΣLength .	X Credit) for all areas	STU
									-	70,000		

				rm 3)	rm (Fo	_	realt!			omp	C	
Proje		RCI	Reach Length	Reach #	Date	нис	Cowardin Class.	Locality	Toronto and	Project Nam	P	Project #
			581	R13	1/13/13; revised 4/30/14	03010103		Franklin	dum	MB - Adden	RRM	4189
							ition	and Informa	Steam Name	tor(s)	s) of Evaluat	Name(
Pr Cr					Reed Creek	Tributary to					SW,GH	
oot	Credit per foot						clude buffer width.	Atles. Does not in	3 restoration activ	riority 1, 2, and	On: Includes Pr	Restoration
	1				Total length of F						that will recei	
-			Contract of the Contract of th	= Stream Longth X 1 (STATE OF THE PARTY				011	1 1	A NACIAL	
ot	Credit per foot 0.3		18	Instream Structure	(Vanes, Weirs, Ste ength Affected by		Streambank Stabi		tructures (just			
				Stream Length X 0.3	Credits		***					
							Access to Floodpla igation Categ	Mit		sing Streamba	nent: Addres	Innancer
				Biological Bank Be Cumulative I	May		Per Length	al Bank Work Pick One	Mechanic	Length	Credit Per	
		and the second second	Stream		Bio-Remediatio	Banks	Lay Back	kfull Bench	Create Ban	ructures	Habitat St	ctivities
		ngs	Planti									Credit per
		9	0.0		0.		0.	15	0.	1	0.	foot per bank
				0				Saction			Length	Right Bank
4	3	CREDITS									Credit>	
	Credit	0.00	Rt Bank >	0							Length Credit >	Left Bank
	SUM of banks e separately)		Lt Bank > adit) for all area	Σ(Length X Cn							Credit	
1233	- College	uffer above	ow. (Widths of b	and the credit belo	percentage of are	roposed. Enter th	ed on the activity p	on both banks bas	100 foot buffer o	s the proposed	reas: Asses	Riparian /
						1					mined below)	OO WIII DE GELEF
		Charles and the same and the same of	Buffer ar	Preservation	Preservation High Quality,	ing allight	Buffer Plant	ting - Heavy	Buffer Plan		Buffer establis	Activities
		The second second second	within pres	Low Quality	Restoration, Enhancement	ing - Light	Dullet Flatt	ang - neavy	Duner (tall		(removal of	- Cuvidos
			0	0.07	0,14	9	0.2	38	0.	4	0.4	Credit for 6'-108'
			0		0.0		0.1	19		410	0.3	Credit for beyond 188'
				square feet	58,100	times 100") >>>>	sch side (SAR lengti	parlan buffer for e	slation of "Goal" ri	Calcu		
	ß			V Diseries Diseries	Ensure the sums of		T 100' - Mitigat		ommunity mainta	a unnatathe co	On	
					equal	Subtract 0.06			nmunities mainta			***
						0				48167	Area # Sq, Footage	
				83%	0%	0%	0%	0%	0%	83%	% Area	Right Bank
					ol	0.4 Invasive contr	0.38 Heavy Plant	0.29 Light Plant	0.07 LQ Pres	0.14 HQ Pres	Credit>	-
_		CREDITS								55499	Area # Sq, Footage	
	Credit	0.12	Rt Bank >	96%	0%	0%	0%	0%	0%	96%	% Area	Left Bank
parately)	0.13 (banks done separa	0.13	Lt Bank > If% Area X Cred			0.4	0.38	0.29	0.07	0.14	Credit>	
	of project	banks X length	AVE of credit for			on Categories	st 100' - Mitigati	Outside Fin	The same			
	is a second				Ensure the sums of equal			ined	ommunity mainta mmunities maint			
			ts.							83086	Area # Sq, Footage	
1				143%	0%	0%	0%	0%	0%	143%	% Area	Right Bank
1						0.2	0.19	0.15	0.07	0.07	Credit>	
	Control of China				Ol	Invasive cont	Heavy Plant	Light Plant		Pres	Area#	
-	Credit	0.10	Rt Bank >	227%	0%	0%	0%	0%	0%	131723	Sq. Footage % Area	Left Bank
	0.13	0.16	Lt Bank >	a61 /8	0 /4	0.2	0.19	0.15	0.07	0.07	Credit >	1000
	(banks done separa		If% Area X Cred AVE of credit for		10/201	HI-TOTAL					Ar I	
					h they apply	of a reach for which	nuitiplier to length	are applied as a r	3: These factors	nt Factors	Adjustme	
.th	redit beneath Provide a	length /cr activity. F				ories	Factor Categ	Adjustmen				
	tion of the	e explanat	narrativ	reservation	Watershed F	Exclusion	Livestock I	d Species or	Endangere	vity	Activ	
	ditions that nt and justify			0.3	0.1 -	0.3	0.1 -	- 0.3		dit	Cre	
		F credit c			58		0.1 -	0.0	0.1		Stream Leng	
	Credits >			5	0.:		K.HIII			Credit>		
	Credit) for all areas	ΣLength X		Eactors	han ann Adiretment	can have more	reach. Each reac	to more than one	ive and can apply	its are cumulati	Cred	
_	Credity for all areas			actora .	nan one Aujusanem		1000	= = = = = = = = = = = = = = = = = = = =				

	C	omp			rediti		orm (Fo	orm 3)				
Project#	P	roject Name		Locality	Cowardin	HUC	Date	Reach #	Reach	RCI		
4189	RRI	//B - Addend	lum	Franklin	Class.	03010103	1/13/13;	R14	Length 1674			
Name(s	s) of Evaluat	or(s)	Steam Nam	e and Informa	ation		revised 3/31/14			D1//5, C		
	SW,GH					Tributary to	Reed Creek					Project Credits
estoratio	On: Includes Pr	iority 1, 2, and 3	restoration act	ivities. Does not in	clude buffer width			RECEIPED.			Credit per foot	92
	hat will recei						Total length of F			92	1	
			-		_			s = Stream Length X 1			-	
nhancen	nent With	Instream	Structu	PS: Addressing	Streambank Stat	oility, Grade Contr	ol (Vanes, Weirs, Ste	p-Pools), Constructe	ed Riffles		Credit per foot	
iscuss Lengt	th Affected by	Instream St	ructures (jus Structures:	tify length):	Lamath		Length Affected by	instream Structur = Stream Length X 0.			0.3	0
		1	Structures:		Length:		Create	s - Streeth Length X V.	•			
nhancen	nent: Addres	sing Streamban	k Stability, Entr		Access to Floodpl							
			Mechanic	al Bank Work		gories		Biological Bank				
	Credit Pe	Length		Pick One	Per Length		May	Be Cumulative	Per Length			
ctivities	Habitat St	ructures	Create Bar	nkfuil Bench	Lay Bac	k Banks	Bio-Remediation	on Techniques	Stream Plant			
Credit per												
foot per bank	0.	1	0	.15	0	.1	0	.1	0.0)9		
Datik	Length							T o			J.	
Right Bank	Length Credit>							0	l .		100	
										CREDIT		
Left Bank	Length Credit >							0	Rt Bank >	0.00	Credit SUM of banks	0
	Green			+				Σ(Length X Ci	redit) for all area		, ,	
credit for 9'-100' Credit for beyond 160'		Calcu	dation of "Goal" mmunity maint	WITHIN FIR		Subtract 0.03	167,400	0.07 07 square feet 6 % Riparian Blocks	(
	Tw	o vegetative cor	nmunities main	tained		Subtract 0.06		100	-			
	Area # Sq, Footage	124003	34057			0						
Right Bank	% Area	74%	20%	0%	0%	0%	0%	94%				
	Credit>	0.14 HQ Pres	0.07	0.29 Light Plant	0.38 Heavy Plant	0.4			•			
	Area #		LQ Pres	Light Flant	neavy Plant	Invasive cor	iuoi		25.5.			
Left Bank	Sq, Footage % Area	111563 67%	45850 27%	0%	0%	0%	0%	94%	Rt Bank >	O,12	S Credit	
	Credit>	0.14	0.07	0.29	0.38	0.4	0.4	3476	Lt Bank >	0.12	0.12	201
				1 107			17071000	16	Σ(% Area X Cre AVE of credit to		(banks done saparate	(y)
					rst 100' - Mitiga		16			r banks x lengt]	
	Tv	ne vegetative co vegetative co				Subtract 0.03 Subtract 0.06		f % Riparian Blocks al 100			3	
	Area # Sq, Footage	249794	8295						T			
Right Bank	% Area	149%	5%	0%	0%	0%	0%	154%				
	Credit>	0.07	0.07	0.15	0.19	0.2			-			
	Area#	Pres		Light Plant	Heavy Plant	Invasive cor	T					
Left Bank	Sq, Footage % Area	227969 136%	0%	0%	0%	0%	0%	136%	Rt Bank >	CREDIT 0.11	S Credit	
	Credit >	0.07	0.07	0.15	0.19	0,2	076	130%	Lt Bank >	0.11	0,11	184
	1200						1	•			(banks done separate	
	[Adlinetic	mA Fact	2010000000		M 5				AVE of credit fo	r banks X langt	h of project	
	Adjustme	iii ractor	. These factor		multiplier to length		nich they apply				redit beneath	
	Act	ivity	Endanger	reatened, or ed Species or		Exclusion	Watershed	Preservation	narrati	ve explan	Provide a ation of the nditions that	
	Cn	edit	-	munities 1 - 0.3	0.1	- 0.3	0.1	-0.3	warrant a	n adjustm	ent and justify	
		gth Affected		MILE VICTOR				674	the	AF credit	chosen.	
		Credit>	FRES	AVELL DOOR				.25			Credits >	419
= -	Cre	ons are cumulat	ive and can app	xy to more than or	a reach, Each rea	ecn can have mor	e than one Adjustme	m raciors		1.Length	X Credit) for all areas	
							Total C	ompensation	Credit Pro	vided by	Project	896

				Pro	rois
				Cre	
r foot	Credit per foot	Cradit per foot	ner foot		0
71001	1		_		
				- 1	(0)
er foot	Credit per foot	Credit per foot	per foot		
	0.3	0.3	3		0
	1				
]				
	Ś				
	Credit SUM of banks				0
	ne separately)			- 0	0
	1				
X			1		
414	\$		-dta		
_	Credit 0.12		_	27	272
	s (banks done separa h of project	(banks done separat	ne separately)		1
]	progulal			
	s				
dit	Credit		edit		
_	0.10 s (banks done separa				227
auporotaty)	s (benks done separa h of project			"	
neath	redit beneath	redit henesth	enesth		
a	Provide a	Provide a	e a		
ne i	ation of the				
		nt and justify	justify		
that		HOWER			
that ustify	chosen.				_
that ustify ts >		Credits >		(0

							AND DESCRIPTION OF THE PARTY.	The second second			the second second	
		RCI	Reach Length	Reach #	Date	HUC	Cowardin Class.	Locality	le	Project Nam		Project #
			73	R15a	1/31/13	03010103		Franklin		MB - Adden		4189
Proje					Bood Crook	Talbutanuta	ation	and Informa	Steam Name	itor(s)	s) of Evalua SW,GH	Name
Cred					Reed Creek	Tributary to	THE LEW T	170 170 100		No.	011,011	15000
0	Credit per foot			A. P. Cont. III			clude buffer width.	ities. Does not in	3 restoration activ	Priority 1, 2, and	ON: Includes F	Restoration
	1		0	ull Restoration s = Stream Length X 1 (Total length of F				ration:	ive full Resto	that will rece	ist Reaches
	Credit per foot		rd Riffles	p-Pools), Constructe	(Vanes, Weirs, Ste	ity. Grade Contro	Streambank Stabil	es: Addressino	n Structur	n Instrean	nent With	Enhancer
0	0.3	0			Length Affected by Instream Str		26-	ify length):	tructures (just			
			3	= Stream Length X 0.3	Credita	15	Length:	0	Structures:			
							Access to Floodpla		nk Stability, Entre	ssing Streamba	nent: Addre	nhancer
				Biological Bank Be Cumulative I	May		Per Length	al Bank Work	Mechanic	er Length	Credit Pa	
		TOTAL PLANTS	Stream	on Techniques		Banks	Lay Back	kfull Bench	Create Ban	tructures	The second second	ctivities
		ngs	Plant	on roomingaeo								Credit per
	-	9	0.0	.1	0.		0.	15	0.	.1	0	foot per bank
	,			0	0						Length	Right Bank
	•	CREDITS			0.09				0.15		Credit>	vigint Denk
	Credit	0.00	Rt Bank >	0	0				0.15		Length	Left Bank
0	SUM of banks e separately)		Lt Bank >	Σ(Length X Cr	0.09				0.15	2,335	Credit >	
0 75/8		ouffer above	ow. (Widths of I	ea and the credit belo	e percentage of are	roposed. Enter th	sed on the activity p	on both banks bas	100 foot buffer o	ess the proposed	Areas: Asse	Riparian A
											mined below)	00' will be deter
		Whole Robby - NOTE	Buffer a	Preservation	Preservation High Quality,					er Re-	The state of the s	
			within pre: wid	Low Quality	Restoration, Enhancement	ang - Light	Buffer Plant	ting - Heavy	Burrer Plan	shment f invasives)		Activities
			0	0.07		0	0.2	38	0	A	0	redit for 0'-100'
		$\overline{}$	0	0.07	0.14		0.1	19		.2		Credit for
				square feet			ach side (SAR length					beyond 100'
			Swill.				ST 100' - Mitigat		7. 74 m			
				f % Riparian Blocks I 100	Ensure the sums of equa	Subtract 0.03 Subtract 0.06			mmunity mainta mmunities mainta			
											Area #	
				0%	0%	0%	0%	0%	0%	0%	Sq, Footage % Area	Right Bank
l	1					0.4	0.38	0.29	0.07	0.14	Credit>	
					roi	invasive cont	Heavy Plant	Light Plant	LQ Pres	HQ Pres	Area#	
		CREDITS 0.00	Rt Bank >	0%		0%	0%	0%	0%	0%	Sq, Footage % Area	Left Bank
0	Credit 0.00	0.00	Rt Bank >	0%	0%	0%	0% 0.38	0%	0% 0.07	0% 0.14	Sq, Footage	Left Bank
	Credit 0.00 (banks done separate	0,00 0,00 lit) for all areas	Lt Bank >		0%	0.4	0.38	0.29			Sq, Footage % Area	Left Bank
	Credit 0.00 (banks done separate	0,00 0,00 lit) for all areas	Lt Bank >	f % Riparian Blocks	0% Ensure the sums of	0.4 on Categories Subtract 0.03		0.29 Outside Fin	0.07	0.14	Sq, Footage % Area Credit>	Left Bank
	Credit 0.00 (banks done separate	0,00 0,00 lit) for all areas	Lt Bank >		0% Ensure the sums of	0.4 on Categories	0.38	0.29 Outside Fin	0.07	0.14	Sq, Footage % Area Credit>	Left Bank
	Credit 0.00 (banks done separate	0,00 0,00 lit) for all areas	Lt Bank >	% Riparian Blocks	0% Ensure the sums of equa	on Categories Subtract 0.03 Subtract 0.06	0.38 st 100' - Mitigati	Outside Fin	0.07 ommunity mainta mmunities mainta	0.14	Sq. Footage % Area Credit> Credit> Tv Area # Sq. Footage	
	Credit 0.00 (banks done separate	0,00 0,00 lit) for all areas	Lt Bank >	f % Riparian Blocks	0% Ensure the sums of	0.4 on Categories Subtract 0.03	0.38	0.29 Outside Fin	0.07	0.14	Sq, Footage % Area Credit>	
	Credit 0.00 (banks done separate	0,00 0,00 lit) for all areas	Lt Bank >	% Riparian Blocks	0% Ensure the sums of equa	on Categories Subtract 0.03 Subtract 0.06	0.38 st 100' - Mitigati 0% 0.19	Outside Finined ained 0% 0.15	0.07 community mainta mmunities mainta	0.14 Ine vegetative co	Sq, Footage % Area Credit> Tv Area # Sq, Footage % Area Credit>	
	Cradit 0.00 (banks done separate of project	0.00 0.00 it) for all areas banks X longth	Lt Bank > I(% Area X Crock AVE of credit for	% Riparian Blocks 100	0% Ensure the sums of equal 0%	on Catagories Subtract 0.03 Subtract 0.06 0% 0.2 Invasive cont	0.38 st 100' - Mitigati 0% 0.19 Heavy Plant	0.29 Outside Finined ined 0% 0.15 Light Plant	0.07 mmunity mainta mmunities mainta 0% 0.07	0,14 one vegetative covo vegetative covo 0% 0.07 Pres	Sq. Footage % Area Credit> CT Tv Area # Sq. Footage % Area Credit>	
oh)	Credit 0.00 (banks done separate of project Credit	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Lt Bank > \$(% Area x Cree AVE of credit for Rt Bank >	% Riparian Blocks	0% Ensure the sums of equa	on Categories Subtract 0.03 Subtract 0.06 0% 0.2 Invasive cont	0.38 st 100' - Mitiget 0% 0.19 Heavy Plant	Outside Finding all the second	0.07 community mainta mmunities mainta 0% 0.07	0.14 Ine vegetative con vegetative con vegetative con 0% 0.07 Pres	Sq. Footage % Area Credit> CT Tv Area # Sq. Footage % Area Credit> Area # Sq. Footage % Area Credit>	Right Bank
0	Credit 0.00 (banks done separate of project) S Credit 0.00 (banks done separate of project)	0.00 0.00 iii) for all areas banks X longth CREDITS 0.00 0.00 0.00	Lt Bank > 1/6 Area X Cree AVE of credit for Rt Bank > Lt Bank > 2/6 Area X Cree	% Riparian Blocks 100 0%	0% Ensure the sums of equal 0%	on Catagories Subtract 0.03 Subtract 0.06 0% 0.2 Invasive cont	0.38 st 100' - Mitigati 0% 0.19 Heavy Plant	0.29 Outside Finined ined 0% 0.15 Light Plant	0.07 mmunity mainta mmunities mainta 0% 0.07	0,14 one vegetative covo vegetative covo 0% 0.07 Pres	Sq. Footage % Area Credit> CT Tv Area # Sq. Footage % Area Credit>	Right Bank
0	Credit 0.00 (banks done separate of project) S Credit 0.00 (banks done separate of project)	0.00 0.00 iii) for all areas banks X longth CREDITS 0.00 0.00 0.00	Lt Bank > 1(% Aree x Cree AVE of credit for Rt Bank > Lt Bank >	% Riparian Blocks 100 0%	0% Ensure the sums of equal 0% 0%	on Catagories Subtract 0.03 Subtract 0.06 0% 0.2 Invasive cont 0% 0.2	0.38 st 100' - Mitigat 0% 0.19 Heavy Plant 0% 0.19	0.29 Outside Finined owww. 0.15 Light Plant 0% 0.15	0.07 community mainta minurities mainta 0% 0.07	0.14 one vegetative covo vegetative covo vegetative covo 0% 0.07 Pres 0% 0.07	Sq. Footage % Area Credit> Tv Area # Sq. Footage % Area Credit> Area # Sq. Footage % Area Credit> Area # Sq. Footage % Credit>	Right Bank Left Bank
0	Credit 0.00 (banks done separate of project) S Credit 0.00 (banks done separate of project)	CREDITS 0.00 CREDITS 0.00 0.00 CREDITS 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Lt Bank > 1(% Area x Cred AVE of credit for Rt Bank > Lt Bank > Lt Bank > 2(% Area x Cred AVE of credit for Record AF	% Riparian Blocks 100 0%	0% Ensure the sums of equal 0% 0%	on Catagories Subtract 0.03 Subtract 0.06 0% 0.2 Invasive cont 0% 0.2	0.38 st 100' - Mitiget 0% 0.19 Heavy Plant	Outside Finined alned 0% 0.15 Light Plant 0% 0.15	0.07 mmunity mainta mmunities mainta 0% 0.07 0% 0.07	0.14 one vegetative covo vegetative covo vegetative covo 0% 0.07 Pres 0% 0.07	Sq. Footage % Area Credit> Tv Area # Sq. Footage % Area Credit> Area # Sq. Footage % Area Credit> Area # Sq. Footage % Credit>	Right Bank Left Bank
0	Credit 0.00 (banks done separate of project) S Credit 0.00 (banks done separate of project) Credit 0.00 (banks done separate of project) redit beneath Provide a ation of the	CREDITS 0.00 CREDITS 0.00 0.00 (ii) for all areas banks X inngth	Lt Bank > \$(% Aree X Cree AVE of credit for Rt Bank > Lt Bank > \$(% Aree X Cree AVE of credit for Record AF the AF narrativ	% Riparian Blocks 100 0%	0% Ensure the sums of equal 0% 0% rol	on Categories Subtract 0.03 Subtract 0.06 0% 0.2 Invasive cont 0% 0.2	0.38 st 100' - Mitigati 0% 0.19 Heavy Plant 0% 0.19	0.29 Outside Firined owww. 0.15 Light Plant 0% 0.15 are applied as a Adjustmen setemed, or d Species or	0.07 community mainta minutiles mainta 0% 0.07 0% 0.07 Rare, Three Endangered	0.14 one vegetative covo vegetative covo vegetative covo 0% 0.07 Pres 0% 0.07	Sq. Footage % Area Credit> CT Tv Area # Sq. Footage % Area Credit> Area # Sq. Footage % Area Credit> Area # Sq. Footage % Area Credit>	Right Bank Left Bank
0	Credit 0.00 (banks done separate of project) S Credit 0.00 (banks done separate of project) Credit 0.00 (banks done separate of project) redit beneath Provide a stion of the ditions that and justify	CREDITS O.00 CREDITS O.00 O.00 O.00 O.00 O.00 Clip for all areas banks X length certification in for all areas control certification certificati	Lt Bank > 1(% Area X Cree AVE of credit for Rt Bank > Lt Bank > 2(% Area X Cree AVE of credit for Record AF the AF narrativ applicab warrant an	% Riparian Blocks 100 0% 0%	0% Ensure the sums of equal 0% 0% rol 0% Watershed 6	on Categories Subtract 0.03 Subtract 0.06 0% 0.2 Invasive cont 0% 0.2 of a reach for white ories	0.38 st 100' - Mitigati 0% 0.19 Heavy Plant 0% 0.19 multiplier to length t Factor Categ	Outside Firined O% O.15 Light Plant O% O.15 Adjustment eatened, or of species or unities	0.07 mmunity mainta mmunities mainta 0% 0.07 0% 0.07 S: These factors Rare, Three Endangeree Comm	0.14 one vegetative covo vege	Sq. Footage % Area Credit> Tv Area # Sq. Footage % Area Credit> Area # Sq. Footage 7% Area Credit> Adjustme	Right Bank Left Bank
0	Credit 0.00 (banks done separate of project) S Credit 0.00 (banks done separate of project) Credit 0.00 (banks done separate of project) redit beneath Provide a stion of the ditions that and justify	CREDITS 0.00 CREDITS 0.00 0.00 00 00 00 00 00 00 00 00 00 00	Lt Bank > 1(% Area X Cree AVE of credit for Rt Bank > Lt Bank > 2(% Area X Cree AVE of credit for Record AF the AF narrativ applicab warrant an	% Riparian Blocks 100 0%	0% Ensure the sums of equal 0% o% rol Watershed 6	on Categories Subtract 0.03 Subtract 0.06 0% 0.2 Invasive cont 0% 0.2 of a reach for white ories	0.38 st 100' - Mitigati 0% 0.19 Heavy Plant 0% 0.19	0.29 Outside Firined owww. 0.15 Light Plant 0% 0.15 are applied as a Adjustmen setemed, or d Species or	0.07 mmunity mainta mmunities mainta 0% 0.07 0% 0.07 S: These factors Rare, Three Endangeree Comm	0.14 ne vegetative con vegetative con 0% 0.07 Pres 0% 0.07	Sq. Footage % Area Credit> CT Tv Area # Sq. Footage % Area Credit> Area Area Area Credit> Adjustme	Right Bank Left Bank
0	Credit 0.00 (banks done separate of project) S Credit 0.00 (banks done separate of project) Credit 0.00 (banks done separate of project) redit beneath Provide a stion of the ditions that and justify	CREDITS O.00 CREDITS O.00 O.00 (ii) for all areas banks X longth CREDITS O.00 O.00 (iii) for all areas banks X longth iength /cı activity. i e explana e site con adjustme ur credit c	Lt Bank > 1(% Area X Cree AVE of credit for Rt Bank > Lt Bank > 2(% Area X Cree AVE of credit for Record AF the AF narrativ applicab warrant an	% Riparian Blocks 100 0% 0%	0% Ensure the sums of equal 0% rol 0% Watershed F	on Catagories Subtract 0.03 Subtract 0.06 0% 0.2 Invasive cont 0% 0.2 Subtract 0.06 0% 0.2 Subtract 0.06 0% 0.2 Omega	0.38 st 100' - Mitigati 0% 0.19 Heavy Plant 0% 0.19 Livestock I	Outside Finined O% O.15 Light Plant O% O.15 Adjustmen eatened, or d Species or unities - 0.3	0.07 mmunity mainta mmunities mainta 0% 0.07 0% 0.07 Rare, Three Endangerec Comm 0.1	0.14 ne vegetative covo veget	Sq. Footage % Area Credit> CT Area # Sq. Footage % Area Credit> Area # Sq. Footage % Area Credit> Adjustme Act Cre Stream Len	Right Bank Left Bank

				orm 3)	rm (Fo		realti Methodology			omp	C	
		RCI	Reach Length	Reach #	Date	HUC	Cowardin Class.	Locality	e	roject Nam	Р	Project #
			167	R15b	1/31/13	03010103		Franklin		AB - Adden		4189
Proj					Reed Creek	Tributary to	ation	e and Informa	Steam Nam	tor(s)	s) of Evaluat SW,GH	Name(
Cred	William Inc.		SWIN							Lat Maria	TO DEFE	
0	Credit per foot			ull Pestoration	Total length of F		sclude buffer width	vities. Does not in			on: includes Pr	
				* Stream Length X 1 (
	Credit per foot		d Riffles	p-Pools), Constructe	l (Vanes, Weirs, Ste	lity, Grade Contro	Streambank Stab	' es: Addressing	Structur	Instream	nent With	Enhancen
0	0.3	0		Instream Structure = Stream Length X 0.1		15	Length:	tify length): 0	ructures (just Structures:	Instream St	th Affected by	iscuss Lengt
	i		-	ASV		Access to Floodplain		orhment Ratios	sk Stability Foles	sing Streamber	nent: Address	Enhancen
		2120.30		50.000			tigation Categ			- g ou dantion		
				Biological Bank Be Cumulative I	May		Per Length		mechanic	Length	Credit Per	
			Stream Planti	on Techniques	Bio-Remediation	Banks	Lay Bac	kfull Bench	Create Ban	ructures	Habitat St	ctivities
			0.0		0		0.	.15	0	1	0.	Credit per
-		•	0.0		0.1							foot per bank
			55	0	0.09				0.15		Length Credit>	Right Bank
1		CREDITS							0.10			
0	Credit SUM of banks	0.00	Rt Bank >	0	0.09				0.15		Length Credit >	Left Bank
	e separately)		edit) for all area	A Ministration of the Control					-			
	ź.		Buffer a	a and the credit bek	Preservation						mined below) Buffer	00' will be deten
		ervation	within pres	Preservation Low Quality	High Quality, Restoration, Enhancement	ting - Light	Buffer Plan	ting - Heavy	Buffer Plan	hment	establis (removal of	Activities
			0	0.07	0.14	29	0.:	.38	0	4	0.4	redit for 0'-100'
			0		0.0		0.	.19		-	0.3	Credit for beyond 198*
				square feet		100	ach side (SAR lengt ST 100' - Mitiga		station of "Goal" r	Calcu		
					Ensure the sums of equal			ined	mmunity mainta			
						0.00					Area #	
				0%	0%	0%	0%	0%	0%	0%	Sq, Footage % Area	Right Bank
				076		0.4	0.38	0.29	0.07	0.14	Credit>	
			en		rol	Invasive cont	Heavy Plant	Light Plant	LQ Pres	HQ Pres	Area#	1
	S Credit	0.00	Rt Bank >	0%	0%	0%	0%	0%	0%	0%	Sq. Footage % Area	Left Bank
0	0.00	0.00	Lt Bank >			0.4	0.38	0.29	0.07	0.14	Credit>	
	(benks done separati of project		AVE of credit for			on Coto	st 100' - Mitiget	Outside Ele				
	ı.				Ensure the sums of	Subtract 0.03	st 100 - Mitigat	ined	mmunity mainta			
			3)		equa	Subtract 0.06				reguese col	Area#	
				0%	0%	0%	0%	0%	0%	0%	Sq, Footage % Area	Right Bank
					rol	0.2 Invasive cont	0.19 Heavy Plant	0.15 Light Plant	0.07	0.07 Pres	Credit>	
4	8	CREDITS	r					4			Area # Sq. Footage	
	Credit	0.00	Rt Bank >	0%	0%	0%	0%	0%	0%	0%	% Area	Left Bank
stoly)	0.00 (banks done separate	0.00 (it) for all areas	Lt Bank >			0.2	0.19	0.15	0.07	0.07	Credit >]
\vdash			AVE of credit for				W. H.			nt England	Adlerator	_
	redit beneath			il was a	cn they apply		multiplier to length t Factor Cate	Adjustmen		int Factors		
	tion of the		narrativ	Preservation	Watershed F	Exclusion	Livestock	satened, or d Species or	Endangere	vity	Activ	
,	nditions that ent and justify	adjustme	warrant an	- 0.3	0.1	0.3	0.1	- 0.3		dit	Cre	
		VF credit c	the /	67	10					th Affected	Stream Leng	
	Credits >			.3	0.	1 11/1	Daniel Williams		A STATE OF THE STA	Credit>		
50	Credity for all areas	ΣLenath X			than one Adjustmen	h can have more	e reach. Each read	y to more than one	ve and can appl	its are cumulati	Cred	1

	(Comp			Crediti Methodology		orm (Fo	orm 3)				
Project#		Project Nam	le	Locality	Cowardin Class.	HUC	Date	Reach #	Reach	RCI		
4189	RR	MB - Adden	dum	Franklin	Class.	03010103	1/31/13	R15c	Length 193		1	
Name	(s) of Evalua	ator(s)	Steam Nam	e and Inform	ation							
	SW,GH				1 1 1	Tributary to	Reed Creek					Project Credits
Restorati	On: Includes i	Priority 1, 2, and	3 restoration acti	vities. Does not in	nclude buffer width						Credit per foot	0
	that will rece						Total length of I				1	
nhanas			Character				- A	ts = Stream Length X 1	1000			
			tructures (jus		Streambank Stat	oility, Grade Contr		ep-Pools), Construct y Instream Structur		0	Credit per foot	
	,	,	Structures:	0	Length:	15		s = Stream Langth X 0.			0.3	0
Enhance	ment: Addre	ssing Streamba	nk Slability, Entre	enchment Ratios,	Access to Floodpl	lain					1	
		1 2 1	Mechanic	Mi al Bank Work	tigation Cate	ories		Biological Bank	Work			
	Credit P	er Length			Per Length		May Be Cumulative Bio-Remediation Techniques		Per Length			
ctivities	Habitat S	tructures	Create Bar	kfull Bench	Lay Bac	k Banks			Techniques Stream Planti			
Credit per										90	1	
foot per bank	0	.1	0	.15	0	.1	0	1.1	0.0	9		
Right Bank	Length						0	0			1	
vigint Delik	Credit>		0.15				0.09			CREDIT	ė	
Left Bank	Length	Brown					0	0	Rt Bank >	0.00	Credit	
	Credit >		0.15				0.09	∑// anath ∨ Co	Lt Bank >	0.00	SUM of banks	0
Activities	Buffi establi	er Re- shment f invasives)		ting - Heavy		ting - Light	Preservation High Quality, Restoration, Enhancement	Preservation Low Quality	Buffer a within pre-	rea not servation		
Credit for 8'-108'	0	A	0	.38	0	29	0.14	0.07	0		1	
Credit for beyond 100'	0	.2		.19		15		.07	0		1	
usyana 100	1	Calc	station of "Goal" r	iparian buffer for e	ach side (SAR lengt	th times 100') >>>	19,300	square feet			1	
		e Parkik			ST 100' - Mitiga	The second secon		grand .				
			ommunity mainta mmunities maint			Subtract 0.03 Subtract 0.06	Ensure the sums o	f % Riparian Blocks al 100				
	Area#		-		Lane I							
Right Bank	Sq, Footage % Area	0%	0%	0%	0%	0 0%	0%	0%				
	Credit>	0.14	0.07	0.29	0.38	0.4						
700	Area #	HQ Pres	LQ Pres	Light Plant	Heavy Plant	invasive con	troi					
Left Bank	Sq, Footage % Area	0%	0%	0%	0%	0%	0%	0%	Rt Bank >	O,00	S Credit	
	Credit>	0.14	0.07	0.29	0.38	0.4			Lt Bank >	0.00	0.00	0
									If% Area X Cred AVE of credit for		(banks done separate h of project	(y)
			ommunity mainta	ined	st 100' - Mitiga	Subtract 0.03	Ensure the sums o	f % Riparian Blocks]	
	Area #	vo vegetative co	mmunities maint	ained		Subtract 0.06		al 100	J			
Right Bank	Sq. Footage	00/	08/	00/	984				1			
	% Area Credit>	0%	0%	0%	0%	0%	0%	0%				
	Area #	Pres		Light Plant	Heavy Plant	Invasive con	trol					
Left Bank	Sq, Footage	001		411						CREDIT		
	% Area Credit >	0%	0%	0%	0%	0%	0%	0%	Rt Bank >	0.00	Credit 0.00	0
											(banks done separate	(y)
_	Adjustme	nt Factors	3: These factors	are applied as a	multiplier to langth	of a reach for wh	ich they apply		AVE of credit for	0-10-2	***	syste .
		ghan .		Adjustmen	t Factor Cate	gories					redit beneath	
	Act	ivity	Endangere	eatened, or d Species or	Livestock	Exclusion	Watershed	Preservation	narrativ	e explana	ation of the	
	Cr	edit		- 0.3	0.1	- 0.3	0.1	- 0.3	warrant an	adjustme	nditions that ent and justify	
	_	gth Affected	Angelia en			A Show	1	93	the	AF credit	chosen.	
	Com	Credit>	ve and can appl	y to more then co	e mach Fach was	ch can have me	than one Adjustmen).3		41	Credits > X Credit) for all areas	58
	1 010		a wait tappi	, algir UN		van nave more	V 10/2		7000			-
							Total C	ompensation	Credit Pro	vided by	Project	58

		omp		tion C	realti Methodology	_	•	orm 3)				
Project#		Project Nam	ne	Locality	Cowardin Class.	HUC	Date	Reach #	Reach	RCI		
4189	RR	MB - Adden	dum	Franklin	Cidss.	03010103	1/13/13;	R16	Length 604			
Name	(s) of Evalua	tor(s)	Steam Nam	e and Inform	ation		revised 3/31/14					
	SW,GH					Tributary to	Reed Creek					Project Credits
Restorati	On: Includes F	riority 1, 2, and	3 restoration ac	ivities. Does not i	nclude buffer width						Credit per foot	0
ist Reaches	that will rece	ive full Resto	oration:					Full Restoration	0		1	
			01 1			-	The second second			-		
					Streambank Stab	ility, Grade Contr	ol (Vanes, Weirs, Sta				Credit per foot	
viscuss Leng	gth Affected b	y Instream S	tructures (jus	itify length):				y Instream Structur s = Stream Length X 0.;			0.3	0
Enhance	mont:		1 00 1 00 00 1]				,	
Innancer	IIICIII: Addre	ssing Streamba	nk Stability, Entr		Access to Floodple tigation Categ		-					
	Con dia Da	u Laureth	Mechani	cal Bank Work				Biological Bank				
		r Length	PRINCIPLE NAME OF THE OWNER, THE		Per Length		May Be Cumulative		Stream	Dank		
Activities	Habitat S	tructures	Create Bai	nkfull Bench	Lay Bac	k Banks	Bio-Remediati	on Techniques	Plant			
Credit per		.1		15								
foot per bank			0.15		0.		0	1.1	0.0	19		
Dight Day!	Length					N. A. W.		0				
Right Bank	Credit>							100000000000000000000000000000000000000				
	Length							0	Rt Bank >	0.00	S Credit	
Left Bank	Credit >					E pro seri			Lt Bank >	0.00	SUM of banks	0
								Σ(Length X Cr	redit) for all area	s (banks dor	e separately)	
Activities	establis	er Re- shment finvasives)		nting - Heavy	Buffer Plan		Preservation High Quality, Restoration, Enhancement	Preservation Low Quality	Buffer a within pre- wid	servation ith		
Credit for	0			.19	0.			.07	0			
beyond 160°	-				ach side (SAR lengt							
		-			ST 100' - Mitiga			square feet			3	
			ommunity maint	alned		Subtract 0.03	Ensure the sums o	f % Riparian Blocks of 100			'	
	Area#	o vegetaire co	minutaliues main	Lamed		Subtract 0.06	cyus	1				
Right Bank	Sq, Footage	46083				0						
ragin bank	% Area	76%	0%	0%	0%	0%	0%	76%]			
	Credit>	0.14 HQ Pres	0.07 LQ Pres	0.29 Light Plant	0.38 Heavy Plant	0.4 Invasive con	trol					
	Area # Sq, Footage	59274								ADEDE		
Left Bank	% Area	98%	0%	0%	0%	0%	0%	98%	Rt Bank >	CREDIT	Credit	
	Credit>	0.14	0.07	0.29	0.38	0.4			Lt Bank >	0.14	0.13	79
									Σ(% Area X Cred AVE of credit for		(banks done separate	(v)
	0	no vepetative co	ommunity maint	Outside Fir	st 100' - Mitigat	on Categorie Subtract 0.03		f % Riparian Blocks			l	
	Tw		mmunities main			Subtract 0.06	equa	1 100				
Dight Dant	Area # Sq, Foolage	23086										
Right Bank	% Area	38%	0%	0%	0%	0%	0%	38%]			
	Credit>	0.07 Pres	0.07	0.15 Light Plant	0.19 Heavy Plant	0.2	trol					
7.	Area #		e 14	- Anna	- war ji igili	CONTROLON				45		
Left Bank	Sq. Footage % Area	97193 161%	0%	0%	0%	0%	0%	161%	Rt Bank >	O,03	Credit	
	Credit >	0.07	0.07	0.15	0.19	0.2			Lt Bank >	0.11	0.07	42
											(banks done separate	(y)
	Adjustme	nt Factors	S: These factors	are applied se s	multiplier to length	of a reach for wh	ich they and		AVE of credit for	uanna x tenga	ur project	
				Adjustmen	t Factor Cate	jories	ин у арулу				redit beneath	
		vitv		eatened, or d Species or	Livestock	Exclusion	Watarahad	Preservation			Provide a tion of the	
	Anti			nunities	LIVESTOCK	-veinginii	- vacersned	. esei vauon			ditions that	
	Acti								111111111111	mall		
	Cre	edit		- 0.3	0.1 -	- 0.3	0.1	- 0.3		adjustme AF credit o	ent and justify	
	Cre	edit gth Affected Credit>			0.1 -	0.3	0.1	- 0.3			ent and justify chosen.	0
	Cream Len	gth Affected Credit>	0.1	- 0.3			0.1			AF credit o	ent and justify	0

				orm 3)		_	Methodology					
		RCI	Reach Length	Reach #	Date	нис	Cowardin Class.	Locality	ne	Project Nam		Project#
			51	R16a	1/31/13	03010103		Franklin	dum	MB - Adden	RR	4189
							etion	and Informa	Steam Name	itor(s)	s) of Evalua	Name
Pr					Reed Creek	Tributary to	21				SW,GH	
not .	Credit per foot						nclude buffer width,	ities. Does not in	3 restoration activ	Priority 1 2 and	OIT: Includes F	Restorati
NO.	1				Total length of F		AUGU DUNET WIZE).	mus, Doubling		ive full Resto		
			diam'r.	s = Stream Langth X 1 (The same of the sa							
at	Credit per foot			p-Pools), Constructe			Streambank Stabi		n Structure tructures (just			
	0.3			Instream Structure = Stream Length X 0.3				ny lengtnj:	tructures (Just	y instream a	ui Allected D	vacuas reng
		Title					Access to Floodpla	nchment Ratios,	nk Stability, Entre	ssing Streamba	nent: Addre	Enhancer
			Work	Biological Bank		ories	tigation Categ	Mit al Bank Work				
				Be Cumulative I	May	-	Per Length			er Length	Credit Pe	
			Stream Planti	on Techniques	Bio-Remediation	Banks	Lay Back	kfull Bench	Create Ban	tructures	Habitat S	Activities
								4.5		4		Credit per
		9	0.0	.1	0.		0.	15	0.	.1	Ů	foot per bank
				0							Length	Right Bank
-	3	CREDITS								DES SOL	Credit>	
1_	Credit	0.00	Rt Bank >	0							Length Credit >	Left Bank
	SUM of banks e separately)		Lt Bank > edit) for all areas	Σ(Length X Cn							Credit	
			within pres widt	Low Quality 0.07	High Quality, Restoration, Enhancement		Buffer Plant		Buffer Plant	shment finvasives) .4		Activities
		400	0	07	0.0	5	0.1	19	0.	.2	0.	Credit for beyond 190'
				square feet	-,		ach side (SAR length		ulation of "Goal" rip	Calcu		
					Ensure the sums of	Subtract 0.03	T 100' - Mitigat	ned	ommunity maintal			
				1 100	equal	Subtract 0.06		lined	mmunities mainta	o vegetative cor	Area #	
						0				0	Sq, Footage	Right Bank
				0%	0%	0%	0%	0%	0%	0%	% Area Credit>	
					rol		Heavy Plant	Light Plant	LQ Pres	HQ Pres	Area #	
		CREDITS	Di Di I	00/	08/	08/	0.8/	OW	0%	0%	Sq, Footage % Area	Left Bank
	Credit 0.00	0.00	Rt Bank >	0%	0%	0%	0%	0%	0.07	0.14	Credit>	****
iaratoly)	(banks done separate		I(% Area X Credit AVE of credit for I									
	1				Ensure the sums of		st 100' - Mitigati	ned	mmunity maintai			
					equal	Subtract 0.06	21 22		mmunities mainta			
										0	Sq, Footage	Right Bank
			E .	0%	0%	0%	0%	0% 0.15	0%	0%	% Area Credit>	
					rol	Invasive cont		THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IN COLUM		Pres	Area #	
		CREDITS								0	Sq, Footage	Left Bank
	Credit 0,00	0.00	Rt Bank >	0%	0%	0%	0% 0,19	0%	0.07	0%	% Area Credit >	
	(banks done separate	it) for all areas	Σ(% Area X Credi									
iarately)	of project	banks X length	AVE of credit for I		ch they annly	of a reach for which	nuitiplier to length o	are applied as a n	3: These factors	nt Factors	Adjustme	
parately)					Two I mbyles	ories	Factor Categ	Adjustment				
-	redit beneath	activity (walustan.	Livestock E	Species or	Rare, Thre Endangered	ivity	Acti	
ath	Provide a tion of the	e explana	narrative	Preservation	Watershed P	exclusion						
ath at	Provide a	e explana e site con	narrative applicable				01-		Comm	edit	Cre	
ath at	Provide a tion of the ditions that ent and justify	e explana e site con	narrative applicable warrant an	- 0.3	Watershed P		0.1 -		0.1	edit gth Affected	-	
ath at tify	Provide a tion of the ditions that ent and justify	e explana e site con adjustme F credit c	narrative applicable warrant an	- 0.3 1 .3	0.1 -	0.3		0.3	0.1	gth Affected Credit>	Stream Len	

Compensation Summary Form (Form 4)

Unified Stream Methodology for use in Virginia

Project #	Applicant	Date
4189	Roanoke River Wetlands & Stream MB - Amendment	3/31/2014
	Evaluators HUC	Locality
	SW, GH 3010103	Franklin

Stream Name	Reach ID	Comp. Length (L _c) (feet)	Total Compensation Credit (Total CC) (From Form 3)
Tributary to Reed Creek	R1	894	394
Tributary to Reed Creek	R2	427	252
Tributary to Reed Creek	R3	9,068	1,723
Tributary to Reed Creek	R3a	249	135
Tributary to Reed Creek	R5	928	250
Tributary to Reed Creek	R5a	25	0
Tributary to Reed Creek	R6	156	95
Tributary to Reed Creek	R7	1,054	558
Tributary to Reed Creek	R7a	40	12
Tributary to Reed Creek	R8	468	266
Tributary to Reed Creek	R9	176	36
Tributary to Reed Creek	R10	2,543	585
Tributary to Reed Creek	R10a	212	0
Tributary to Reed Creek	R10b	60	18
Tributary to Reed Creek	R11	247	47
Tributary to Reed Creek	R12	827	438
Tributary to Reed Creek	R13	581	297
Tributary to Reed Creek	R14	1,674	896
Tributary to Reed Creek	R15	2,269	499
Tributary to Reed Creek	R15a	73	22
Tributary to Reed Creek	R15b	167	50
Tributary to Reed Creek	R15c	193	58
Tributary to Reed Creek	R16	604	121
Tributary to Reed Creek	R16a	51	15
	Totals	22,986	6,767

Note: Round all feet & CC's to the nearest whole number.