



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 636-8800 • FL WATS 1-800-432-3043 • TDD (561) 697-2574
Mailing Address: P.O. Box 24630, West Palm Beach, FL 33416-4630 • www.sfwmd.gov

November 27, 2002

RECEIVED

Mr. Ray Pavelka, President
Mariner Properties Development, Inc.
12800 University Drive, Suite 675
Fort Myers, FL 33907

DEC 03 2002

Save Our Rivers
Initials: _____

Subject: Contract No. C-8302
Amendments 1 and 2
Corkscrew Regional Mitigation Bank

Dear Mr. Pavelka,

Enclosed please find one (1) fully executed copy of the above referenced Amendments 1 and 2. I apologize for the fact that Amendment No. 1 was not included as an attachment with the previous correspondence. As always, should you have any questions, please contact me at (561) 682-6384.

Sincerely,

Mary L. Meier
Contracts Manager
Procurement Department

/mlm
Enclosures

C: Procurement Original File
Alex Quintero, 6611
Marjorie Moore, 7320 ✓

GOVERNING BOARD

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Lawrence E. Lindahl, Vice-Chair

Michael Collins
Hugh W. English
Carmelita W. Spencer, Esq.

Patrick J. Gleason, Ph.D., P.E.
Nicolas J. Godwin, V. Esq.
Markley R. Thomas

EXECUTIVE OFFICE

Henry Dean, Executive Director



ORIGINAL

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

C-8302-A1

AMENDMENT NO. 1

TO CONTRACT NO. C-8302

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MARINER PROPERTIES DEVELOPMENT, INC.

This **AMENDMENT NO. 1**, entered into on OCT 28 2002 , to that **CONTRACT** dated January 6, 1998, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Mariner Properties Development, Inc. (**BANKER**).

WITNESSETH THAT:

WHEREAS, the **CONTRACT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend Article 7 under the **CONTRACT** to extend the deadline for the **BANKER** to obtain all necessary permits, defined as the "Permit" under paragraph III (A) (3) in Exhibit "A", Statement of Work, of the **CONTRACT**;

NOW THEREFORE, the **DISTRICT** and the **BANKER**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The second paragraph under Article 7.1 titled "Termination/Remedies and Contract Completion" is hereby amended to authorize additional time for the **BANKER** to obtain the Permit. Accordingly, in the second paragraph of this Article, subsection "i)" is hereby modified to read: "i) failure to obtain the Permit by April 6, 2001;" .
2. This **AMENDMENT NO. 1** shall be at no additional cost to the **DISTRICT**.
3. All other terms and conditions of the **CONTRACT**, as amended, remain unchanged.



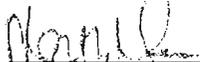
SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AMENDMENT NO. 1 on the date first written above.

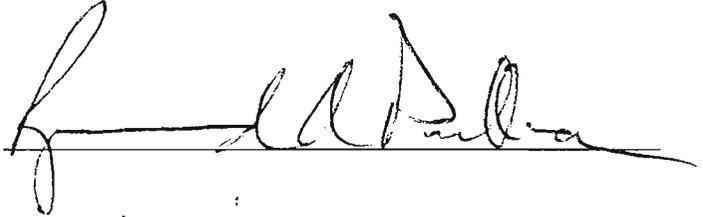
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Jessica Flathmann, Acting Procurement Director
for Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

By: 
Date: 2/23/2001

MARINER PROPERTIES DEVELOPMENT INC.

By: 
Title: PRESIDENT



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

C-8302-A2

AMENDMENT NO. 2

TO CONTRACT NO. C-8302

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MARINER PROPERTIES DEVELOPMENT, INC.

This **AMENDMENT NO. 2**, entered into on NOV 22 2002, to that **CONTRACT** dated January 6, 1998, as amended on October 28, 2002, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Mariner Properties Development, Inc. (**BANKER**).

WITNESSETH THAT:

WHEREAS, the **CONTRACT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend Article 7 under the **CONTRACT** to extend the deadline for the **BANKER** to obtain all necessary permits, defined as the "Permit" under paragraph III (A) (3) in Exhibit "A", Statement of Work, of the **CONTRACT**;

NOW THEREFORE, the **DISTRICT** and the **BANKER**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The second paragraph under Article 7.1 titled "Termination/Remedies and Contract Completion" is hereby amended to authorize additional time for the **BANKER** to obtain the Permit. Accordingly, in the second paragraph of this Article, subsection "i)" is hereby modified to read: "i) failure to obtain the Permit by June 15, 2003".
2. This **AMENDMENT NO. 2** shall be at no additional cost to the **DISTRICT**.
3. All other terms and conditions of the **CONTRACT**, as amended, remain unchanged.



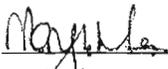
SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 2** on the date first written above.

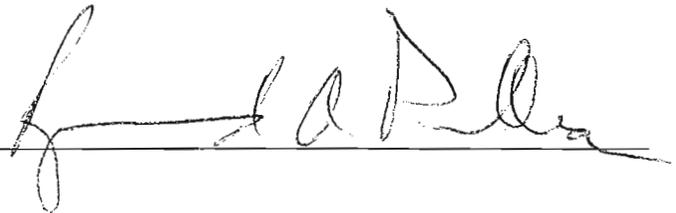
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

By: 
Date: 11/7/02

MARINER PROPERTIES DEVELOPMENT INC.

By: 
Title: PRESIDENT



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 28-06

January 30, 2004

Mr. Raymond A. Pavelka
President
Mariner Properties Devel Inc
13451 McGregor Blvd Ste 31
Fort Myers FL 33919-5942

**Subject: Contract No. C-8302-A03
Mitigation Bank Corkscrew**

Dear Mr. Pavelka:

Enclosed please find one (1) fully executed copy of the above referenced amendment.
If you have any questions, please contact me at (561) 682-6384.

Thank you for your efforts on behalf of the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Meier".

Mary Meier
Contracts Manager
Procurement Department

/jm

Enclosure

c: Original File
Alex Quintero, 6611
Marjorie Moore, 7320 ✓

RECEIVED

FEB 03 2004

Save Our Rivers
Initials: _____

GOVERNING BOARD

Nicolás J. Gutiérrez, Jr., Esq., *Chair*
Pamela Brooks-Thomas, *Vice-Chair*
Irela M. Baeuê

Michael Collins
Hugh M. English
Lennart F. Lindahl, P.E.

Kevin McCarty
Harkley R. Thornton
Trudi K. Williams, P.E.

EXECUTIVE OFFICE

Henry Dean, *Executive Director*



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

C-8302-A3

AMENDMENT NO. 3

TO CONTRACT NO. C-8302

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MARINER PROPERTIES DEVELOPMENT, INC.

This **AMENDMENT NO. 3**, entered into on JAN 29 2004, to that **CONTRACT** dated January 6, 1998, as amended on October 28, 2002 and November 22, 2002, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Mariner Properties Development, Inc. (**BANKER**).

WITNESSETH THAT:

WHEREAS, the **CONTRACT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend Article 7 under the **CONTRACT** to extend the deadline for the **BANKER** to obtain all necessary permits, defined as the "Permit" under paragraph III (A) (3) in Exhibit "A", Statement of Work, of the **CONTRACT**;

NOW THEREFORE, the **DISTRICT** and the **BANKER**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The second paragraph under Article 7.1 titled "Termination/Remedies and Contract Completion" is hereby amended to authorize additional time for the **BANKER** to obtain the Permit. Accordingly, in the second paragraph of this Article, subsection "i)" is hereby modified to read: "i) failure to obtain the Permit by June 15, 2004".
2. This **AMENDMENT NO. 3** shall be at no additional cost to the **DISTRICT**.
3. All other terms and conditions of the **CONTRACT**, as amended, remain unchanged.



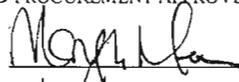
SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 3** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

By: 
Date: 1/12/2004

MARINER PROPERTIES DEVELOPMENT INC.

By: 
Title: PRESIDENT



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 28-06

August 5, 2004

Mr. Raymond Pavelka
Mariner Properties Development, Inc.
13451 McGregor Blvd, Ste. 31
Ft. Myers, FL 33919-5942

**Subject: Contract No. C-8302-A04
Mitigation Bank- Corkscrew**

Dear Mr. Pavelka:

Enclosed please find one (1) fully executed copy of the above referenced amendment.
If you have any questions, please contact me at (561) 682-6384.

Thank you for your efforts on behalf of the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary L. Meier".

Mary L. Meier
Contracts Manager
Procurement Department

MLM/sj
Enclosure

c: Lori Ojala, 6115
Marjorie Moore, 7320 ✓

RECEIVED

AUG 12 2004

Save Our Rivers
Initials: _____

ORIGINAL



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

C-8302-A4

AMENDMENT NO. 4

TO CONTRACT NO. C-8302

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MARINER PROPERTIES DEVELOPMENT, INC.

This **AMENDMENT NO. 4**, entered into on **AUG 03 2004** , to that **CONTRACT** dated January 6, 1998, as amended on October 28, 2002, November 22, 2002 and January 29, 2004, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Mariner Properties Development, Inc. (**BANKER**).

WITNESSETH THAT:

WHEREAS, the **CONTRACT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend Article 7 under the **CONTRACT** to extend the deadline for the **BANKER** to obtain all necessary permits, defined as the "Permit" under paragraph III (A) (3) in Exhibit "A", Statement of Work, of the **CONTRACT**;

NOW THEREFORE, the **DISTRICT** and the **BANKER**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

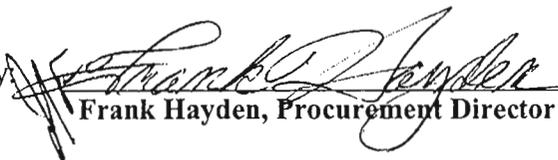
1. The second paragraph under Article 7.1 titled "Termination/Remedies and Contract Completion" is hereby amended to authorize additional time for the **BANKER** to obtain the Permit. Accordingly, in the second paragraph of this Article, subsection "i)" is hereby modified to read: "i) failure to obtain the Permit by July 15, 2004".
2. This **AMENDMENT NO. 4** shall be at no additional cost to the **DISTRICT**.
3. All other terms and conditions of the **CONTRACT**, as amended, remain unchanged.



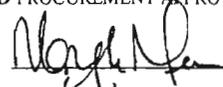
SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 4** on the date first written above.

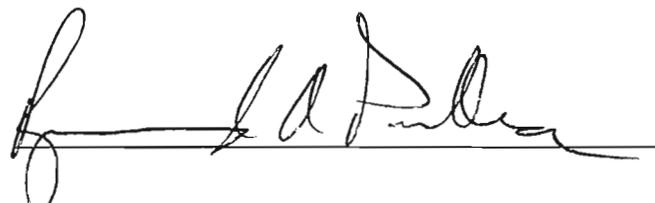
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

By: 
Date: 6/22/04

MARINER PROPERTIES DEVELOPMENT INC.

By: 
Title: RAYMOND A. DAVELKA - PRESIDENT



ORIGINAL

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ASSIGNMENT**

C-8302-A05

AMENDMENT NO. A05

ASSIGNMENT OF CONTRACT

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MARINER PROPERTIES DEVELOPMENT, INC.

AND

EARTHMARK SOUTHWEST FLORIDA MITIGATION, LLC

This ASSIGNMENT is entered into on March 14, 2008, to that CONTRACT dated January 6, 1998, and amended on October 28, 2002, November 22, 2002, January 29, 2005 and August 3, 2004 (the "CONTRACT"), by and among the "Parties", the South Florida Water Management District (the "DISTRICT"), Mariner Properties Development, Inc. ("ASSIGNOR") and EarthMark Southwest Florida Mitigation, LLC ("ASSIGNEE").

WHEREAS, ASSIGNEE has pursuant to the terms of a Purchase Agreement purchased the entire assets of ASSIGNOR involved in the performance of the CONTRACT, on February 7, 2008 (hereinafter referred to as "the Acquisition"); and

WHEREAS, as a result of the Acquisition, the parties agree that ASSIGNOR needs to transfer its entire right, title, interest and obligations under the CONTRACT to ASSIGNEE; and

WHEREAS, the ASSIGNEE has acquired all assets and liabilities of the ASSIGNOR involved in the performance of the CONTRACT thereby creating the need for this ASSIGNMENT; and

WHEREAS, the ASSIGNEE has agreed to exclusively assume all right, title, interest and responsibility of the ASSIGNOR in the CONTRACT;

NOW THEREFORE, in consideration of the promises and the benefits flowing from each to the other, the Parties agree as follows:



SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT

1. **ASSIGNOR** and **ASSIGNEE**, each represent and warrant to the **DISTRICT** that, under the terms of the Acquisition, **ASSIGNEE** is entitled to assume the entire right, title, interest and obligations of **ASSIGNOR** under the **CONTRACT**.
2. **ASSIGNOR** and **ASSIGNEE**, each represent and warrant to the **DISTRICT** that the Acquisition has received the appropriate regulatory approval(s) from any and all applicable governmental agencies, if required, except as specified in paragraph (4) below.
3. **ASSIGNOR** and **ASSIGNEE**, each represent and warrant to the **DISTRICT** that **ASSIGNEE** has the applicable licenses, authority to conduct business, and permits to perform the **CONTRACT** in its own name, except as specified in paragraph (4) below.
4. **ASSIGNOR** and **ASSIGNEE** hereby acknowledge that this **ASSIGNMENT** is conditioned upon the successful transfer of Florida Department of Environmental Protection (FDEP) Permit Number 0198035-001 and United States Army Corps of Engineers (ACOE), Department of the Army Permit Number SAJ-1998-4673 (IP-MN) to the **ASSIGNEE** as requested by **ASSIGNOR** in letters dated December 6, 2007 to FDEP and ACOE, and subject to any terms set forth in such transfer. **ASSIGNEE** shall keep the **DISTRICT** informed concerning the status of the subject permit transfers and the reasons for any delays. In the event either of the subject permit transfer requests fail to receive the requisite approval, this **ASSIGNMENT** shall be considered null and void.
5. **ASSIGNEE**, in the performance of its obligations as Banker under the **CONTRACT**, hereby agrees to the following: (1) within sixty (60) days following the effective date of the FDEP and ACOE permit transfers described in paragraph (4) above, whichever permit transfer occurs later, **ASSIGNEE** will post the construction and long-term management bonds for Phase II of the Corkscrew Regional Mitigation Bank; and (2) within one hundred and eighty days (180) days following the effective date of the FDEP and ACOE permit transfers described in paragraph (4) above, whichever permit transfer occurs later, **ASSIGNEE** will post the construction and long term management bonds for both Phases III and IV of the Corkscrew Regional Mitigation Bank. Copies of the foregoing bonds shall be provided to the **DISTRICT** at the time of posting with the applicable regulatory agency.
6. In fulfillment of its obligations as **BANKER** pursuant to Article 3.2 of the **CONTRACT**, **ASSIGNEE** hereby agrees to provide monthly and quarterly accounting of project costs including General and Administrative costs which shall not exceed: (a) three thousand dollars (\$3,000) per month for Corporate Overhead; (b) one thousand five hundred dollars (\$1,500) per month for Accounting; and (c) two thousand two hundred dollars (\$2200) per month for Marketing.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT

7. The first two sentences in Article 5.1 of the **CONTRACT** are hereby deleted and replaced with the following: The Project Manager for the **DISTRICT** is David Black, at 3301 Gun Club Road, West Palm Beach, Florida, telephone (561) 682-2747. The Project Manager for the **ASSIGNEE** as **BANKER** is Denice Bishop at 12800 University Drive, Suite 400, Fort Myers, Florida 33907, telephone (239) 415-6259.
8. **ASSIGNOR** hereby irrevocably assigns, conveys and otherwise entirely transfers to **ASSIGNEE** all of the **ASSIGNOR**'s right, title, and interest under the **CONTRACT**. Further, the **ASSIGNOR** irrevocably delegates the performance of all of **ASSIGNOR**'s duties, obligations, and responsibilities under the **CONTRACT** to the **ASSIGNEE**.
9. **ASSIGNEE** hereby accepts and assumes all of **ASSIGNOR**'s right, title, interest, duties, obligations, and responsibilities under the **CONTRACT** .
10. All other terms and conditions of the **CONTRACT** remain unchanged.
11. This **ASSIGNMENT** shall be effective upon the last date of execution by the parties as specified on page 1 of this **ASSIGNMENT**.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT

The Parties or their duly authorized representatives hereby execute this ASSIGNMENT on the date first written above.

SFWMD PROCUREMENT APPROVED

BY:

DATE: 2/19/08

SFWMD Office of Counsel APPROVED

BY:

DATE: 2/22/08

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Accepted By:
Frank Hayden, Procurement Director

MARINER PROPERTIES DEVELOPMENT, INC. ASSIGNOR

Accepted By:
Title: PRESIDENT

EARTHMARK SOUTHWEST FLORIDA MITIGATION, LLC ASSIGNEE

Accepted By:
Title: its manager



SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT

C-8302-06

AMENDMENT NO. 06

ASSIGNMENT OF CONTRACT

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

EARTHMARK SOUTHWEST FLORIDA MITIGATION, LLC

This **AMENDMENT NO. 06** is entered into on February 8th, 2009, to that **CONTRACT** dated January 6, 1998, and amended on October 28, 2002, November 22, 2002, January 29, 2005, August 3, 2004 and March 14, 2008 (the "**CONTRACT**"), by and between the "Parties", the South Florida Water Management District (the "**DISTRICT**") and EarthMark Southwest Florida Mitigation, LLC ("**BANKER**").

WHEREAS, the **BANKER** formerly retained Earthmark Mitigation Services, LLC as a manager of the Corkscrew Bank; and

WHEREAS, on or about March 15, 2009 **BANKER** terminated its contract with Earthmark Mitigation Services LLC and entered into a new contract with Mitigation Marketing, LLC to handle part of the Corkscrew Bank management; and

WHEREAS the **BANKER** now has a new Project Manager;

NOW THEREFORE, in consideration of the promises and the benefits flowing from each to the other, the Parties agree as follows:

1. The first two sentences in Article 5.1 of the **CONTRACT** are hereby deleted and replaced with the following: "The project manager for the **DISTRICT** is Marjorie Moore, at 3301 Gun Club Road, West Palm Beach, telephone (561) 687-6104. The project manager for the **BANKER** is James B. Hodge, at 5151 Collins Ave., Suite 834, Miami Beach, Florida 33140, telephone (415) 515-6976."
2. All other terms and conditions of the **CONTRACT** remain unchanged.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT

The Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 6** on the date first written above.

SFWMD PROCUREMENT APPROVED

BY: 
DATE: 2/2/2010

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Accepted By:


Frank Hayden, Procurement Director

**EARTHMARK SOUTHWEST FLORIDA MITIGATION,
LLC**

Accepted By:

Title:


Manager



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 20, 2011

Mr. James B. Hodge
Earthmark SW Florida Mitigation, LLC
P.O. Box 1341
Wilson, WY 83014

Dear Mr. Hodge:

**Subject: Contract # 4600002433 - A07
Corkscrew Regional Mitigation Bank**

Please find enclosed one (1) fully executed copy of the above referenced document.

Thank you for your efforts on behalf of the South Florida Water Management District (District). Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary L. Meier".

Mary L. Meier
Lead Contract Specialist
Procurement Department
mmeier@sfwmd.gov
(561) 682-6384
FAX: (561) 681-6275

MM/mc

Enclosure

c: ✓ Marjorie Moore, MSC 5212
Procurement/Original File

Received
APR 27 2011
Land Stewardship



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ASSIGNMENT**

C-8302-07

4600002433

AMENDMENT NO. 07

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

EARTHMARK SOUTHWEST FLORIDA MITIGATION, LLC

This **AMENDMENT NO. 07** is entered into on APR 19 2011, to that **CONTRACT** dated January 6, 1998, and amended on October 28, 2002, November 22, 2002, January 29, 2004, August 3, 2004, March 14, 2008 and February 8, 2010 (the "**CONTRACT**"), by and between the "Parties", the South Florida Water Management District (the "**DISTRICT**") and EarthMark Southwest Florida Mitigation, LLC ("**BANKER**").

WHEREAS the **CONTRACT** currently requires that construction and long term-management bonds be posted by the **BANKER** within one hundred and eighty days (180) days following the last effective date of the FDEP and ACOE permit transfers which occurred on 3/13/08; and

WHEREAS the **BANKER** has requested that the **CONTRACT** be amended to provide for a change in the date by which construction and long-term management bonds must be posted for Phases III and IV based on current and projected market conditions;

NOW THEREFORE, in consideration of the promises and the benefits flowing from each to the other, the Parties agree as follows:

1. Paragraph 5 of Amendment 5 to the **CONTRACT** is hereby modified to delete subparagraph (2) which currently reads "within one hundred and eighty days (180) days following the effective date of the FDEP and ACOE permit transfers described in paragraph (4) above, whichever permit transfer occurs later, **ASSIGNEE** will post the construction and long term management bonds for both Phases III and IV of the Corkscrew Regional Mitigation Bank. Copies of the foregoing bonds shall be provided to the **DISTRICT** at the time of posting with the applicable regulatory agency." and replace it with the following: "The **BANKER** shall post the construction and long term management bonds for both Phases III and IV of the Corkscrew Regional Mitigation Bank by no later than July 1, 2014 provided that such bonding will occur consistent with FDEP permitting requirements. Copies of the foregoing bonds shall be provided to the **DISTRICT** at the time of posting with the applicable regulatory agency." The remaining language in Paragraph 5 of Amendment 5 shall remain unchanged.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT

- 2. The second sentence in Article 5.1 of the **CONTRACT** is hereby deleted and replaced with the following: "The project manager for the **BANKER** is James B. Hodge, at P.O. Box 1341, Wilson, Wyoming 83014, telephone (415) 515-6976."
- 3. All other terms and conditions of the **CONTRACT** remain unchanged.

The Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 7** on the date first written above.

SFWMD PROCUREMENT APPROVED

BY: *Morgan*
DATE: 2/18/11

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Accepted By: *Jessica Flathmann*
Jessica Flathmann, Procurement Director *an*

EARTHMARK SOUTHWEST FLORIDA MITIGATION, LLC

Accepted By: *James B Hodge*
Title: *Manager*