



# Mill Branch

## CREDIT SALES AGREEMENT

This CREDIT SALES AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between MILL BRANCH LLC, a Delaware limited liability company (hereinafter referred to as "MB"), and Collin County, a Texas County Government (hereinafter referred to as "Purchaser").

1. **PROJECT NAME:** Frontier Parkway  
(hereinafter the "Project")

**USACE PERMIT NUMBER:** SWF-2017-00422

**USACE PERMIT TYPE:** NWP 14

**SERVICE AREA:** Mill Branch Primary

**PURCHASER:** Collin County  
2300 Bloomdale Ste 4192  
McKinney, TX 75071

2. **PRICING:**

**Number of credits purchased:** 24

**Credit type:** Intermittent In-Channel

**Credit price (per unit):** \$1,400

**Total Purchase Price** **\$33,600.00**

**3. PAYMENT:**

3.1 Nonrefundable Payment: MB agrees to accept from Purchaser at the time of execution of this Agreement a nonrefundable payment in the amount of thirty three thousand six hundred dollars and 00/100 (\$33,600.00), representing the Total Purchase Price.

3.2 Sale and Transfer: Immediately following MB's receipt of the Total Purchase Price, 24 Credits shall be made available for immediate transfer to Purchaser by MB. Such transfer shall occur at a time of Purchaser's choosing. No credits shall be transferred, sold, or otherwise conveyed by MB to Purchaser pursuant to this Agreement prior to MB's receipt of the Total Purchase Price.

**4. DELIVERABLES: See Attached Draft Credit Transaction Notification**

**5. INFORMATION AND RELIANCE:** MB and Purchaser acknowledge and agree that MB is relying upon information provided solely by Purchaser in providing compensatory mitigation pursuant to this Agreement. Purchaser shall indemnify and hold MB harmless in the event that any such information proves to be inaccurate, false, or otherwise deficient or in error.

Purchaser warrants that the information provided to MB for the purposes of determining the nature and amount of compensatory mitigation for the Project is accurate and complete to the best of Purchaser's knowledge.

MB shall not be liable for inaccuracies or omissions in the calculation or determination of the amount of compensatory mitigation required for the Project.

**6. LIABILITY FOR COMPENSATORY MITIGATION:** In consideration for receiving the Total Purchase Price from Purchaser, MB shall assume liability for providing compensatory mitigation under the terms of this Agreement and in accordance with U.S. Army Corps of Engineers Section 404 permit and Texas Commission on Environmental Quality Section 401 certification requirements.

**7. FINAL SALE:** The sale of credits by MB to Purchaser pursuant to this Agreement is final. Under no circumstances shall Purchaser be entitled to a refund of any amounts provided to MB for compensatory mitigation for the Project.

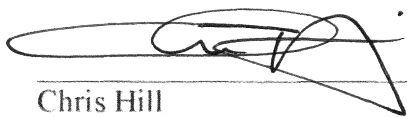
**8. COMPLETE AGREEMENT:** This Agreement constitutes the full and complete agreement by and between MB and Purchaser for the sale of compensatory mitigation credits for the Project.

9. **RECEIPT OF TOTAL PURCHASE PRICE:** By executing this Agreement the Parties acknowledge that Purchaser has tendered to MB the Total Purchase Price set forth in Paragraph 2, above.

10. **GOVERNING LAW:** This Agreement shall be construed, interpreted, and enforced under the laws of the State of Texas with the sole proper venue being Travis County, Texas.

11. **NONASSIGNABILITY:** This Agreement may not be assigned without the consent, in writing, of the other Party.

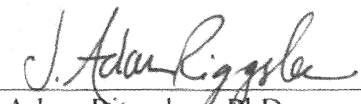
12. **AGREEMENT BINDING ON SUCCESSORS:** This Agreement shall be binding upon the Parties, their legal representatives, heirs, successors, and assigns to the fullest extent of prevailing law.

 (By)  
Chris Hill  
County Judge

Authorized for:

Collin County, Texas

Date: 16 SEP 2020

 (By)  
J. Adam Riggsbee, PhD

Authorized for:

Mill Branch LLC

Date: 7/27/2020