



June 12, 2017

Mr. Matthew Lamoreaux
Application Coordinator
401/IWP/Mitigation Section
Ohio EPA, Division of Surface Water
50 West Town Street, Suite 700
Columbus, Ohio 43215

**Subject: Level 2 Isolated Wetlands Permit Application for the Lane Bryant Headquarters
Ohio EPA ID 175375**

Dear Matthew:

This letter is provided in response to the incomplete notification issued to RT Easton III, LLC for the subject project on June 12, 2017. Per the notification, the items listed below were required in order for Ohio EPA to proceed with review of the application. This letter remedies these items, as described below.

- 1. A complete isolated wetland permit application form: Please update the Level 1 IWP application form to include mitigation at a mitigation bank or provide documentation to the director that demonstrates that the applicant evaluated the mitigation alternatives established in Ohio Revised Code (ORC) 6111.023(E)(2)(a) and (b).*

Compliance with ORC 6111.023(E)(2) was described in Section 8 of the Level 2 Isolated Wetland Permit Application document. ORC 6111.023(E)(2) states that mitigation of a category 2 isolated wetland subject to level two review shall be conducted in the following preferred order:

- (a) At a mitigation bank with a service area that includes the location of the proposed impact;
- (b) At a mitigation bank with a service area that is adjacent to the watershed in which the impact is located; provided that the watershed is in the same USACE district;
- (c) In-lieu fee mitigation.

In regard to (ORC) 6111.023(E)(2)(a), the project is located within the primary service areas of the following active wetland mitigation banks:

- Big Darby-Hellbranch Mitigation Bank (Stream + Wetlands Foundation)
- Little Scioto Phase II Mitigation Bank (Wetland Resource Center)

EMH&T maintains the credit ledger for Little Scioto Phase II on behalf of Wetland Resource Center, and can confirm that there are no forested wetland mitigation credits available. Accordingly, Stream + Wetlands Foundation was contacted to obtain credits from the Big-Darby Hellbranch Mitigation Bank. However, Ms. Kellie Griffin of Stream + Wetlands Foundation provided notice on May 19, 2017 that credits were no longer available at Big Darby-Hellbranch (see email attached).

EMH&T next evaluated mitigation banks in adjacent watersheds in accordance with ORC 6111.023(E)(2)(b). The proposed project is located in the Upper Scioto watershed (HUC8: 05060001) in the USACE Huntington District. There is one active wetland mitigation bank in the adjacent Licking watershed (HUC8: 05040006), which is the Shannon Valley Mitigation Bank (Hilty, LLC). Mr. Greg Hilty confirmed there are no wetland credits currently available at Shannon Valley, and provided written documentation of the same on June 12, 2017 (see email attached).

Therefore, the applicant secured in-lieu fee mitigation credit from the Stream + Wetlands Foundation in accordance with ORC 6111.023(E)(2)(c). This was reflected on the Level 1 IWP application form previously submitted.

- 2. A specific and detailed mitigation proposal, including the location and proposed legal mechanism for protecting the property long term: Please provide a mitigation plan in accordance with ORC 6111.023(E)(2). If in-lieu fee mitigation is proposed, please provide documentation to the director that demonstrates that the applicant evaluated the mitigation alternatives established in Ohio Revised Code (ORC) 6111.023(E)(2)(a) and (b).*

In-lieu fee mitigation is proposed, as described above. The demonstration of the applicant's adherence to ORC 6111.023(E)(2) was provided in Section 8 (page 9) of the application document and is further detailed herein. The Deposit Letter and executed In-Lieu Fee Purchase Agreement from Stream + Wetlands Foundation was previously provided as Appendix D to the Level 2 Isolated Wetland Permit Application document, and is enclosed for your reference.

Based upon the foregoing, EMH&T requests that the Ohio EPA deem the application complete and proceed with the technical review. If you have any questions or require additional information, please contact me at (614) 775-4523 or hdarding@emht.com.

Sincerely,



Heather L. Dardinger
Senior Environmental Scientist

Copy: Harry Kallipolitis, Ohio EPA
Anthony Nelson, Gramery Property Trust
File (2017-0161)

Dardinger, Heather

From: Kellie Griffin <kgriffin@streamandwetlands.org>
Sent: Friday, May 19, 2017 11:18 AM
To: Dardinger, Heather
Cc: Vince Messerly
Subject: RE: Lane Bryant Isolated Wetland Permit
Attachments: 2017-05-02 ILF Stream-Wetlands Contract.pdf

Categories: Filed by Newforma

Heather-

We unfortunately no longer have available credits in our Big Darby Hellbranch bank. We do have credits available in our Huntington In-Lieu Fee program, and the cost is the same price. I have attached this agreement and hope it will meet the client's needs. Please let us know if you have any questions.

Thanks.

Kellie Griffin
Marketing & Administration Coordinator

We recently moved. Please note our new street address shown below.

Stream + Wetlands Foundation

123 South Broad Street, Suite 238

P.O. Box 369

Lancaster, OH 43130

(740) 654-4016 office

(740) 689-0890 fax

kgriffin@streamandwetlands.org

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From: Vince Messerly
Sent: Friday, May 19, 2017 10:49 AM
To: Kellie Griffin <kgriffin@streamandwetlands.org>
Subject: FW: Lane Bryant Isolated Wetland Permit

Kellie –

Did this contract come in yet for Gramercy Property?

Vincent E. Messerly, PE
President

We recently moved. Please note our new street address shown below.

Stream + Wetlands Foundation

123 South Broad Street, Suite 238
P.O. Box 369
Lancaster, OH 43130
(740) 654-4016 office
(740) 689-0890 fax
vmesserly@streamandwetlands.org

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From: Dardinger, Heather [<mailto:hdardinger@emht.com>]
Sent: Thursday, May 18, 2017 5:00 PM
To: Vince Messerly <vmesserly@streamandwetlands.org>
Cc: Kellie Griffin <kgriffin@streamandwetlands.org>
Subject: FW: Lane Bryant Isolated Wetland Permit

Vince,

You should receive the attached purchase agreement, signed, along with the deposit payment from Gramercy Property Trust via FedEx in the next couple days. Please cc me on the paperwork back so I can include that in our isolated wetland permit application.

If you have any questions, please give me a call.

Thank you,
Heather

Heather Dardinger
Senior Environmental Scientist



EMH&T Engineers, Surveyors, Planners, Scientists
5500 New Albany Road, Columbus, OH 43054
v. 614.775.4523 | f. 614.775.4802 | hdardinger@emht.com
emht.com

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Dardinger, Heather

From: Greg Hilty <g.hilty@superioreenvironmental.com>
Sent: Monday, June 12, 2017 12:12 PM
To: Dardinger, Heather
Cc: Milohilty@aol.com
Subject: RE: Wetland credit

Heather

Unfortunately we do not currently have wetland credits available. We should have new credits available by next spring.

Greg

Gregory A. Hilty, CP
Senior Project Manager

Hilty LLC
Columbus, OH

Office:
Cell: (614) 323-1200

From: Dardinger, Heather [mailto:hdardinger@emht.com]
Sent: Monday, June 12, 2017 12:05 PM
To: Greg Hilty <g.hilty@superioreenvironmental.com>
Subject: RE: Wetland credit

Greg,

Can you please confirm how many (if any) forested wetland credits are available at the Shannon Valley bank? We have a client in need of forested credit.

Thank you,
Heather

Heather Dardinger
Senior Environmental Scientist



EMH&T Engineers, Surveyors, Planners, Scientists
5500 New Albany Road, Columbus, OH 43054
v. 614.775.4523 | f. 614.775.4802 | hdardinger@emht.com
emht.com

From: Greg Hilty [mailto:g.hilty@superioreenvironmental.com]
Sent: Monday, December 14, 2015 11:17 AM



Stream and Wetlands
FOUNDATION

123 South Broad Street, Suite 238
P.O. Box 369
Lancaster, Ohio 43130
T: (740) 654-4016
F: (740) 689-0890

May 25, 2017

Mrs. Sonya Huffman
RT Easton III Owner LLC
550 Blair Mill Road
Suite 120
Horsham, PA 19044

**RE: Wetlands Mitigation at its Lane Bryant Headquarters site located at 3344 Morse Crossing
in the City of Columbus, Franklin County, Ohio.
ACCT NO. SCIO-76**

Dear Mrs. Huffman

The Stream + Wetlands Foundation received on May 25, 2017 deposit payment of \$7,200 (check # 312140) for the Lane Bryant Headquarters site located at 3344 Morse Crossing in the City of Columbus, Franklin County, Ohio.

As per the terms of the In-Lieu Fee agreement, the deposit payment reserves for your use 1.6 acres of forested wetlands mitigation credit at our Huntington In-Lieu Fee Program for a period of six (6) months. The remaining balance is \$64,800 and is due within 30 days of the permit issuance date. If you do not receive your permit within the 6 month reservation period, additional deposit payments will be required as per the terms of our agreement.

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

Sincerely,

Vincent E. Messerly, P.E.
President

Cc: Heather Dardinger, EMH&T, via email



APPLICANT INFORMATION + IMPACT SUMMARY

| PERMIT APPLICANT'S/CLIENT'S INFORMATION | |
|--|--|
| Applicant Name: RT Easton III LLC | |
| Address: 550 Blair Mill Road, Ste 120 Horsham, PA 19044 | Contact Name: Anthony Nelson E-mail: anelson@gptreit.com Phone: 847-737-2588 |

| ENVIRONMENTAL CONSULTANT INFORMATION | |
|---|---|
| Consultant Firm: EMH&T | |
| Address: 5500 New Albany Road Columbus, OH 43054 | Contact Name: Heather Dardinger E-mail: hdardinger@emht.com Phone: 614-775-4523 |

| PROJECT INFORMATION | |
|--|--|
| Project Name: Lane Bryant Headquarters Expansion | |
| Project Type (commercial, industrial, residential, utility, roadway, etc.): Commercial | |
| Location (street address, city/twp., county): 3344 Morse Crossing, Columbus, OH 43219 | |
| Latitude: N 40° 2' 40.4" | 8-Digit USGS Watershed: 05060001 Upper Scioto |
| Longitude: W 82° 54' 52.4" | |
| USACE Application No. (if available): | Ohio EPA SWIMS No. (if available): |

| ANTICIPATED IMPACTS | | | | | |
|-------------------------------|--------------|------------|--------------|------------|---------------------|
| Wetland Impacts (acres) | | Category 1 | Category 2 | Category 3 | Total (acres) |
| Jurisdictional Wetlands: | Forested | | 0.630 | | 0.630 |
| | Non-forested | | | | 0.000 |
| Isolated Wetlands: | Forested | | | | 0.000 |
| | Non-forested | | | | 0.000 |
| Wetlands Total (acres) | | | | | 0.630 |
| Streams (linear feet) | | Perennial | Intermittent | Ephemeral | Total (linear feet) |
| | | | | | 0 |

| TERMS OF PAYMENT | | | |
|---|---|--------------------|-------------------------|
| Wetland Mitigation Credits | Forested Credits: | 1.6 | (round up to 1/10 acre) |
| | Non-Forested Credits: | 0.0 | (round up to 1/10 acre) |
| | Total Wetland Credits: | 1.6 | |
| Total Cost of Wetland ILFP Credits @ \$45,000 per credit: | | \$72,000.00 | |
| Stream Mitigation Credits | Total Stream Credits: | 0 | (round up to 1-foot) |
| | Total Cost of Stream ILFP Credits @ \$230 per credit: | \$0.00 | |
| Total Cost of Purchase of ILFP Credits: | | \$72,000.00 | |
| Initial Deposit (10% of Total Cost): | | \$7,200.00 | |



**IN-LIEU FEE PROGRAM
CREDIT PURCHASE AGREEMENT
HUNTINGTON & PITTSBURGH CORPS DISTRICTS**

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

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

WHEREAS, the Stream + Wetlands Foundation ("S+W") has established an In-Lieu Fee Program ("ILFP") in the Huntington and Pittsburgh Corps Districts that has been approved by the IRT and is authorized to provide ILFP credits to entities required to provide compensatory mitigation for stream and wetland impacts; and

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

A. Initial Reservation Period

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

B. Extension of Reservation Period

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



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

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

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

I. OBLIGATIONS OF STREAM + WETLANDS

A. S+W has established the Huntington and Pittsburgh Corps District ILFP and the IRT has confirmed that S+W is authorized to sell ILFP credits to entities required to provide compensatory mitigation for stream and wetland impacts.

B. In consideration for the payment by Client of \$72,000.00 (plus any subsequently accrued late payment penalties), S+W hereby agrees to provide 1.6 approved wetland ILFP credits and n/a approved stream ILFP credits established in the Huntington and Pittsburgh Corps District ILFP for the benefit of Client consistent with the terms of the Agreement. S+W shall be solely responsible for completing the compensatory mitigation requirements consistent the purchase of ILFP credits and the terms of the Huntington and Pittsburgh Corps Districts ILFP Instrument.

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



II. GENERAL PROVISIONS

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

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

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

STREAM + WETLANDS FOUNDATION

Signed By: [Signature]

Vincent E. Messerly, President

Date: May 26, 2017

CLIENT: RT Easton III LLC

Signed By: [Signature]

Printed Name: Sonya A. Huffman

Title: Authorized Rep

Date: 5/22/17

FOR STREAM + WETLANDS FOUNDATION USE ONLY

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