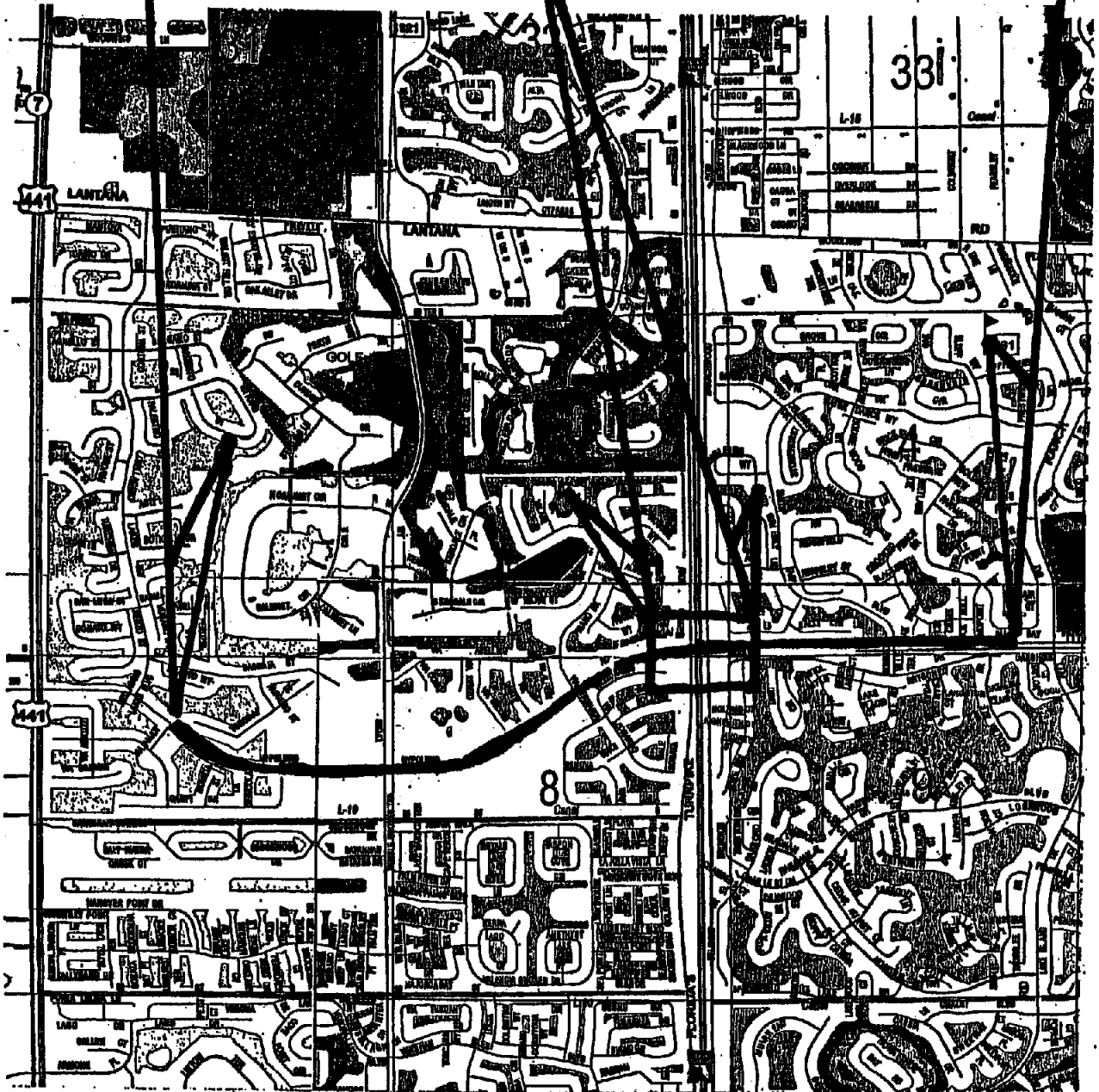


PROJECT LOCATION

HYPOLUXO ROAD
FROM WEST OF LYONS ROAD
TO
WEST OF HAGEN RANCH ROAD

BRIDGE LOCATION



LOCATION SKETCH

**AMENDMENT TO CONTRACT FOR SALE OF MITIGATION CREDITS
MADE AS OF THE _____ DAY OF _____ 2007 BETWEEN TETRA TECH
EC, INC. AND PALM BEACH COUNTY
CONTRACT NO. 1147**

THIS AMENDMENT is made to the Contract for Sale and Purchase of Mitigation Credits (R2007 0368) dated March 13, 2007, by and between TECH EC, INC., (hereinafter referred to as "Seller") and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "PURCHASER").

WITNESSETH:

WHEREAS, On March 13, 2007 the SELLER and PURCHASER entered into a contract for the sale of 1.60 freshwater herbaceous mitigation credits (hereinafter referred to as "CREDITS") relating to the PURCHASER's project know as Hypoluxo Road from west of Lyons Road to west of Hagen Ranch Road Project (hereinafter referred to as PROJECT) at a cost of ONE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$128,000.00); and

WHEREAS, PURCHASER now requires additional credits in order to complete the PROJECT.

WHEREAS, SELLER agrees to sell an additional .10 freshwater herbaceous credits at a cost of EIGHT THOUSAND DOLLARS (\$8,000.) to PURCHASER for a total contract amount of ONE HUNDRED THIRTY-SIX THOUSAND DOLLARS (\$136,000.00); and

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows.

1. The CONTRACT for the Sale and Purchase on Mitigation Credits dated March 13, 2007 is hereby amended as follows:

A. Paragraph 2 AGREEMENT TO PURCHASE AND SELL is amended to include the following paragraph:

In addition to the CREDITS discussed above, SELLER agrees to sell and deliver and PURCHASER agrees to buy; receive, and pay for an additional .10 fresh water Herbaceous Credits (hereinafter referred to as ADDITIONAL CREDIT) from the Bank. The purchase price for the ADDITIONAL CREDIT is Eight Thousand Dollars (\$8,000.00). Upon execution of this Amendment, the purchase price is due and considered payment in full for the ADDITIONAL CREDIT. The ADDITIONAL CREDIT, increases the CREDITS to 1.70 and purchase price for the Credits is increased by Eight Thousand Dollars to a total amount of One Hundred Thirty-Six Thousand Dollars (\$136,000.00).

2. In the event of any inconsistencies or conflicts between the Contract and this Amendment, it is the intention of the Parties that this Amendment shall control.
3. The Parties agree that Seller's acceptance of this Amendment to the Contract shall not in any way or under any circumstances whatsoever bind, require or obligate Seller to further amend the Contract between the Parties.
4. Except as changed by this Amendment, in all other respects the Contract dated March 13, 2007 shall remain unchanged, and in full force and effect.

The Parties hereto have set their hands on the day and date first above written.

Signed, Sealed and delivered
in the presence of:

Date of Execution by Seller:

As to Seller:

_____ 2007

[Signature]
(Witness Signature)

Tetra Tech EC, Inc.
"SELLER"

John F. Moulton, III
(Print Witness Name)

By: [Signature]
(Signature)

[Signature]
(Witness Signature)

Jonathan S. Weiss
(Print Signatory's Name)

KRISTIN K BENNETT
(Print Witness Name)

Its: Senior Vice President

(SEAL)

Date of Execution by County:

_____, 2007

ATTEST:

PALM BEACH COUNTY, Florida a
political subdivision of the State of
Florida by its Board of County
Commissioners

SHARON R. BOCK

By: _____
Clerk & Comptroller (Date)

By: _____
Addie Green, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: [Signature]

CONTRACT FOR SALE AND PURCHASE OF MITIGATION CREDITS
CONTRACT NO. 1147

THIS AGREEMENT (hereinafter "Agreement") is made as of this day of MAR 13 2007, 2007, between Tetra Tech EC, Inc., (hereinafter referred to as "Seller"), having an address of 759 S. Federal Highway, Suite 100, City of Stuart, County of Martin, State of Florida, 34994, and Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as "Purchaser"), having an address of 2300 North Jog Road, West Palm Beach, FL 33411 (collectively hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, Seller has obtained Environmental Resource Permit ("ERP") No. 014-0969-001 from the Florida Department of Environmental Protection ("FDEP"), pursuant to Chapter 62-342 of the Florida Administrative Code, and a Mitigation Banking Instrument ("MBI") and Department of the Army Permit ("DA Permit") No. 199707816 (IP-TA) from the U.S. Army Corps of Engineers ("ACOE") (collectively hereinafter referred to as "Seller's Permits"), to construct, operate, manage and maintain the Loxahatchee Mitigation Bank ("Bank") for a period of time before transferring it to the South Florida Water Management District ("SFWMD"); and,

WHEREAS, Seller and the SFWMD have entered into a contract whereby Seller has the obligation and rights to market and sell freshwater herbaceous and freshwater forested wetland mitigation credits from the Bank; and,

WHEREAS, Purchaser wishes to purchase and use 1.60 freshwater herbaceous credit ("Credits") from Seller to satisfy Purchaser's mitigation obligation to the SFWMD and the ACOE for the Purchaser's project known as Hypoluxo Road Extension from west of Lyons Road to west of Hagen Ranch Road Project located in Sections 07, 08, and 09, Township 45 South, Range 42 East, Palm Beach County, Florida and;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **DEFINITIONS**

"Credit Ledger" shall mean the two separate transaction records pursuant to Seller's Permits, regulated respectively by the FDEP and the ACOE, of credits that have been released by these agencies to the Bank for sale, and of credits that can be withdrawn from the Bank for transfer to a purchaser.

2. **AGREEMENT TO PURCHASE AND SELL**

Seller agrees to sell and deliver and Purchaser agrees to buy, receive, and pay for 1.60 freshwater herbaceous credits from the Bank. The purchase price for the Credits is \$128,000.00. Upon execution of this Agreement, 20 percent (\$25,600.00) of the purchase price is due and payable as an initial deposit to Seller. Seller and Purchaser agree to adjust the purchase price with no further liquidated damages, at the rate of \$80,000.00 per credit, for freshwater herbaceous credits, for any decrease in the maximum amount of credits required by Purchaser at the time of Purchaser's request to Seller for credit withdrawal and transfer. Any increase in credits required over 1.60 freshwater herbaceous credits is subject to availability of the additional credits from Seller. Should Purchaser require freshwater herbaceous credits, up to a total of two (2.0) freshwater herbaceous credits, within six (6) months of execution of this Agreement, the purchase price for freshwater herbaceous credits will be \$80,000.00 per credit to equal a total of two (2.0) freshwater herbaceous credits. Should Purchaser require in excess of a total of two (2.0) freshwater herbaceous credits, the additional credits are to be purchased at the credit price in effect at the time Purchaser requests additional credits from Seller. Purchaser shall notify Seller of the need for additional credits and Purchaser and Seller shall enter into an Amendment to this Agreement that shall require the remittance of an additional deposit providing for the additional purchase.

1039

R2007 0368

Payments, including deposits, shall be made by wire transfer or bank, certified or regular check of Purchaser payable to Seller, subject to collection. Purchaser agrees that all funds deposited may be used by Seller in Seller's sole discretion, for any business purpose, including but not limited to the offset of any and all costs associated with the reservation, transfer or production of Credits in accordance with this Agreement.

Upon execution of this Agreement, and receipt of the required initial deposit, Seller will reserve Credits for ledger withdrawal and transfer to Purchaser. On or before May 1, 2007, Purchaser will remit the balance of the purchase price (\$102,400.00) as an additional deposit. On or before June 1, 2007, Purchaser shall deliver a copy of Purchaser's Permits (as hereinafter defined) to Seller. This delivery shall be accompanied by a written request that Seller apply to the FDEP and/or the ACOE that the reserved Credits be withdrawn from Seller's respective Credit Ledgers and transferred to Purchaser. Upon receipt of said request, and provided that Purchaser has paid the aforesaid balance of the purchase price, Seller shall promptly request the credit withdrawal and transfer from the FDEP and/or the ACOE. Seller shall promptly notify Purchaser in writing upon confirmation that the credit withdrawal and transfer has been reflected in the respective Credit Ledgers. Seller shall provide to Purchaser a copy of the FDEP and ACOE letter confirming the credit withdrawals. Following these actions, Seller's entire obligation under this Agreement will have been met. Should the withdrawal and transfer of these Credits be denied by the FDEP and/or ACOE, Seller shall promptly notify Purchaser of such denial, and Purchaser, by providing Seller with a written request, may terminate this Agreement in its entirety. In the event of such termination, Seller's sole obligation and Purchaser's sole right shall be for the return and receipt, respectively, of Purchaser's deposit(s), without interest thereon. However, if Seller has already transferred credits from either FDEP or ACOE credit ledgers, then Purchaser shall have no right to terminate this Agreement and no deposits shall be returned.

Seller is aware that Purchaser will be utilizing said Credits specifically for the purposes described in DA Permit to be applied for and is expected to be issued by the ACOE, and ERP Application No. 060509-8 expected to be issued by the SFWMD (collectively hereinafter referred to as "Purchaser's Permits") for the Hypoluxo Road Extension from west of Lyons Road to west of Hagen Ranch Road Project located in Palm Beach County, Florida. Should

Purchaser's Permits be denied or disapproved by the SFWMD and the ACOE, Purchaser may terminate this Agreement in its entirety. In the event of such termination, Seller's sole obligation and Purchaser's sole right shall be for the return and receipt, respectively, of Purchaser's deposit(s), without interest thereon. In order to so terminate, Purchaser shall provide Seller with a written request for termination, together with a copy of the SFWMD and ACOE notice of permit denial or disapproval received by Purchaser.

If Purchaser has failed to meet its obligations under this Agreement, Seller shall provide written notice to Purchaser identifying such default, whereupon Purchaser shall have thirty (30) days within which to cure such default (or a reasonable period of time if such default cannot reasonably be cured within thirty (30) days). In the event Purchaser fails to cure such default within the applicable time period, Seller shall be entitled to retain the full amount of the initial deposit paid by Purchaser, together with interest on all deposits, as and for liquidated damages and as Seller's sole and exclusive remedy, and this Agreement shall be deemed terminated and of no further force and effect.

3. SELLER'S OBLIGATION

Upon Seller's receipt of confirmation that the credit withdrawal and transfer has been approved, and is reflected in the respective Credit Ledgers, Seller shall assume the responsibility for fulfilling the mitigation requirements of Purchaser's Permits that is associated with the use of Credits from the Bank. This obligation will be met by Seller in compliance with the terms and conditions of Seller's Permits. Seller warrants that all Credits will be considered valid for use in connection with Purchaser's Permits regarding wetland impact mitigation.

If any regulatory change occurs that interferes with Seller fulfilling its obligations under this Agreement, Seller shall provide documentation of the regulatory change with a description of the impacts upon this Agreement. In this event, Purchaser's obligation shall be to review and respond to such notification within twenty (20) days of receipt and Purchaser shall have a right to request a full refund of Purchaser's deposit(s) without interest thereon. Such request shall not be unreasonably denied.

4. **CREDITS**

In the performance of their respective obligations, Seller will deliver and Purchaser will receive Credits that must be used to offset construction impacts authorized by Purchaser's Permits.

5. **USE OF CREDITS**

The use of these Credits is limited as specified in the Seller's ERP executed by the FDEP on February 18, 2000, and the Seller's MBI executed by the ACOE effective September 10, 2000, and as specified in Purchaser's Permits.

Purchaser covenants and warrants that it has or will obtain all necessary or required licenses, certificates, approvals or the like in order for Purchaser to legally and properly conduct and perform the obligations pursuant to this Agreement and in connection with the use of the Credits.

6. **LIABILITY**

Neither party assumes any liability or responsibility for the actions or activities of the other, or their respective employees, agents, representatives or the like in connection with this Agreement.

The warranties and remedies set forth in this Agreement above are exclusive. Seller makes no other warranties express or implied, with respect to its performance under this Agreement. Neither party shall have any liability to the other for any special, incidental or consequential damages arising out of its performance or non-performance of obligation hereunder, whether such liability is based in contract, tort or otherwise, including but not limited to negligence, warranty, indemnity or strict liability.

7. **COMPLIANCE**

Purchaser and Seller shall fully comply with all federal, state and local laws, ordinances, statutes, rules, regulations, orders, judgments and license and permit conditions or requirements (hereinafter "Laws"), including but not limited to all Laws pertaining to the environment and/or

natural resources as same relate to Purchaser obtaining permits authorizing its use of said Credits and/or to Purchaser's use of said Credits in fulfilling its permit requirements. Either Party shall, if requested, furnish proof of any license or permit required in connection with the performance of the Agreement. All fees and charges in connection with either Party's compliance with applicable Laws shall be borne by such party.

Purchaser accepts the responsibility to obtain all necessary regulatory approvals, permits or the like relating to Purchaser's project or use of the Credits.

8. NO PROMISES OR INDUCEMENTS

Purchaser and Seller, including its agents, representatives, employees or the like, each hereby acknowledge and agree that this Agreement is entered into with full reliance on its own independent investigation and due diligence and not on any statements, representations or agreements made by Seller or Purchaser. Further, Seller and Purchaser have not made any promises or inducements other than what is contained in this Agreement to the other Party's representatives, employees or the like.

9. APPROVAL

This Agreement shall not be binding on either Party unless signed by such Parties' representative as set forth on the signature page attached hereto; likewise no modification to this Agreement shall be binding on either Party unless in writing and similarly signed. Commencement of performance prior to compliance with the preceding sentence shall not be construed as a waiver hereof.

10. NOTICE

All notices, requests, consents and other communications required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested; or shall be hand delivered; or shall be delivered by a recognizable national overnight courier service; or shall be sent by facsimile transmission addressed as follows: