

**EXHIBIT B**  
**PROPERTY ASSESSMENT & WARRANTY CHECKLIST**  
**AND**  
**BANK SPONSOR & PROPERTY OWNER**  
**CERTIFICATION OF PROPERTY RIGHTS & AGREEMENT TO PROVIDE ACCESS**

**PROPERTY ASSESSMENT & WARRANTY CHECKLIST**  
*(Check all items applicable to this Bank)*

*This Property Assessment and Warranty must be completed to the satisfaction of the Chairs prior to MBI approval.*

- The Sponsor and Property Owner have executed the attached certification that the Sponsor has the requisite property rights to carry out the mitigation project described in the MBI and its exhibits.
- The Sponsor has provided a title insurance policy, or multiple title insurance policies, covering the entirety of the property proposed for inclusion in the Bank.
- The Sponsor has provided a copy of each of the recorded deeds or other instruments referenced in the title policy's exclusions from coverage.
- The Sponsor has provided a copy of plat or multiple plats covering the entirety of the property proposed for inclusion in the Bank.
- The Sponsor has performed and provided documentation of a property assessment, to include locating all existing interests listed in the exclusions from title policy coverage, providing a narrative evaluation of the existing interests potential to create conflicts with the Bank's objectives and/or likelihood of success, and providing an accurate depiction of those existing interests on a drawing of the Bank.
- The Sponsor has concluded, in the property assessment, that all existing interests either: create a negligible risk of conflict with the Bank's objectives and likelihood of success, are located entirely outside of the Bank, are located entirely within an area that will not generate any Credits, have been appropriately subordinated to the Site Protection Instrument, or have been terminated. By signing below, the Sponsor certifies that the property assessment is true, accurate, and complete.
- By signing below, the Sponsor certifies that, to the best of the Sponsor's knowledge, there are no existing encumbrances that will conflict with the objectives of the Bank.
- The IRT has reviewed the Sponsor's property assessment and is satisfied that any existing easements, encumbrances, or other property interests (e.g., mineral rights, deeds of trust, etc.) will not create conflicts with the Bank's objectives and/or likelihood of success.
- The Sponsor has received written IRT approval of the text of a draft Site Protection Instrument. The Sponsor acknowledges that it must record the Site Protection Instrument before any Potential Credits are released.

- The Site Protection Instrument includes a legal description of the protected area that has been prepared by a registered surveyor and covers the entire Bank.
- The Site Protection Instrument establishes in an appropriate third party the right to monitor and enforce the site protection provisions.
- The Sponsor has provided documentation demonstrating that the third party who will monitor and enforce site protection provisions has accepted such role and is authorized by Virginia law to perform the functions granted to it.
- The Sponsor has provided documentation demonstrating that the Sponsor and the third party who will monitor and enforce site protection provisions have agreed upon a mechanism to finance long-term management responsibilities.
- The Sponsor has provided the IRT a written statement from the Property Owner certifying that, to the Property Owner's knowledge, there are no easements, encumbrances, or transfers of the property, in whole or in part, not disclosed in the title policy.
- The Sponsor and Property Owner have provided the IRT a written statement that identifies and describes any Federal or state funds received, or expected to be received, for natural resources protection, enhancement, or restoration within the proposed Bank.
- If the Property Owner is a corporation or partnership, the Property Owner shall provide documentation that recordation of the Site Protection Instrument has been approved in accordance with Virginia law.
- If the Property Owner is not an individual, the Property Owner shall provide documentation that the person executing the Site Protection Instrument has the authority to sign on behalf of the company.
- If the Bank land has multiple Property Owners, all Property Owners have signed below and will sign the Site Protection Instrument when executed.

CERTIFICATION: I certify that the information provided herein is true, accurate, and complete.

\_\_\_\_\_  
Bank Sponsor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

**Notary Seal**

**BANK SPONSOR & PROPERTY OWNER  
CERTIFICATION OF PROPERTY RIGHTS  
&  
AGREEMENT TO PROVIDE ACCESS**

**CERTIFICATION AS TO PROPERTY RIGHTS OF SPONSOR**

The Sponsor requests Interagency Review Team (IRT) approval of a Mitigation Bank on the Property Owner's property. The Sponsor and the Property Owner acknowledge and understand that the Mitigation Banking Instrument (MBI) does not grant any property rights to the Sponsor and that the IRT does not review or validate the Sponsor's right to perform the activities described in the MBI.

With their signatures below, the Sponsor and the Property Owner certify that the Sponsor has been given access to the property and sufficient property interests to carry out the activities described in the MBI and its exhibits. The Sponsor and the Property Owner understand that the IRT, if it approves the MBI, will rely on this certification as to the sufficiency of the Sponsor's rights.

**PROPERTY OWNER TO PROVIDE ACCESS TO IRT AGENCIES**

By executing the MBI and by signing below, the Property Owner agrees to allow the duly authorized representatives of the IRT agencies to enter upon the premises of the Bank lands at reasonable times to inspect and photograph site conditions, evaluate site conditions, and to determine compliance with the MBI.

\_\_\_\_\_  
Bank Sponsor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

**Notary Seal**