

1 **St. Joe Ecosystem Management Agreement For**  
2 **Bay County/West Bay Sector Plan**

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24 **This agreement is made and entered into by The St. Joe Company (St. Joe) and the Florida**  
25 **Department of Environmental Protection (DEP).**  
26

27  
28 **I. Threshold and Procedural Matters**  
29

- 30 1. This Ecosystem Management Agreement and all attachments and exhibits hereto (the  
31 "Agreement") is entered into pursuant to the authority provided by Sections 403.0752.  
32 Florida Statutes (F.S.). It is intended to be a binding agreement under subsections  
33 403.0752(7) and 403.0752(8). Governmental approvals addressed herein will be subject  
34 to public notice, hearing and decision-making procedures (including points of entry for  
35 third parties) as set forth in the applicable provisions of state law and this Agreement.  
36  
37 2. The ecosystem management process established herein coordinates the regulatory  
38 responsibilities of the DEP and the U.S. Army Corps of Engineers (USACE) with the  
39 interests of the business community, private landowners and the public, as partners in a  
40 streamlined and effective program to protect the environment and to provide net  
41 ecosystem benefits (NEB) pursuant to subsection 403.0752(2)(a), F.S.  
42  
43 3. This Agreement is intended to coordinate and facilitate flexible permitting for  
44 community and economic development and to achieve a NEB and related public  
45 objectives for the region. The Parties acknowledge that the permitting process described  
46 in this Agreement will provide reasonable assurance the objectives and requirements of

47 subsections 403.0752(1), (2), (3), (4), F.S., are met.  
48

- 49 4. Reference in this Agreement to "wetlands" shall include wetlands and other surface  
50 waters of the State.  
51
- 52 5. As a result of the conditions of this Agreement, 95% of all wetlands and 98% of all high  
53 quality wetlands in the Agreement area will be conserved. As a result of the conservation  
54 of these substantial wetlands systems, the amount of upland and wetland conservation  
55 within the Agreement Area will be approximately 69%, which will substantially  
56 minimize direct and secondary impacts and comprehensively address cumulative  
57 impacts.  
58
- 59 6. Subsection 403.0752(2), F.S., provides that an ecosystem management agreement  
60 may be entered into by DEP and regulated entities when DEP determines that:  
61
- 62 a. implementation of such an agreement meets all the applicable standards and  
63 criteria so that there is a NEB to the subject ecosystem more favorable than  
64 operation under applicable rules;
  - 65 b. entry into such an agreement will not interfere with DEP's obligations under any  
66 federally delegated or approved program;
  - 67 c. implementation of the agreement will result in a reduction in overall risks to  
68 human health and the environment as compared to activities conducted in the  
69 absence of the agreement; and
  - 70 d. the regulated entity has certified to DEP that it has in place internal environmental  
71 management systems or alternative internal controls sufficient to implement this  
72 Agreement.  
73

74 DEP has determined that the requirements of subsection 403.0752(2), F.S., are satisfied by the  
75 approach outlined in this Agreement. This agreement does not authorize dredging and filling in  
76 waters of the United States under Section 404 of the Clean Water Act (CWA). St. Joe currently  
77 obtains CWA authorization from USACE in the form of regional general permits (RGPs). If and  
78 when the state of Florida assumes authority over the 404 permitting program, DEP will administer  
79 the USACE RGPs in state assumed waters pursuant to 40 CFR§ 233.21(a) until the RGPs expire.  
80 Prior to expiration of the USACE RGP, and to ensure consistency with this EMA, DEP will initiate  
81 rulemaking to create State 404 general permits under Ch 62-331, Florida Administrative Code  
82 (F.A.C.), that will operate similarly to the RGPs.  
83

## 84 85 **II. Agreement Overview** 86

87 This Agreement addresses regulatory approvals for development of St. Joe owned lands which  
88 constitute a 42,889 acre tract of land in Bay County, identified as the Agreement Area on **Exhibit**  
89 **1**. Specifically, this Agreement sets forth the procedures and criteria to be followed by DEP and  
90 St. Joe both for pre-application meetings and for procedures for application submittal, review and  
91 approval, for individual projects within the Agreement Area, as well as coordination with federal  
92 agencies and notice to the public.

93  
94 Execution of the Agreement by DEP shall constitute final agency action for Environmental  
95 Resource Permitting (E.R.P.), pursuant to Chapters 403 and 373, F.S., and Chapter 62-330,  
96 F.A.C., and the accompanying Applicant's Handbooks, Volumes 1 (General and Environmental)  
97 and 2 (Design Requirements for Stormwater Management Systems - Water Quantity and Water  
98 Quality). This Agreement is the sole mechanism, with the exception of lands conveyed to the  
99 Florida Department of Transportation (FDOT), used by St. Joe to obtain authorization to conduct  
100 the specific activities, as set forth in Article VI, within the Agreement Area. Although FDOT is  
101 encouraged to use this agreement to permit activities within the EMA boundaries, they are capable  
102 of applying separately using the rules in place at the time of application. If the FDOT submits an  
103 application absent the use of this agreement, the application will still be evaluated using the criteria  
104 set forth in this document to the fullest extent practicable. The St Joe Company, through  
105 conveyance of property, transaction, or other agreement with FDOT agrees to calculate impacts  
106 associated with FDOT projects in accordance with the established caps and developable criteria  
107 associated with high quality and altered wetlands. For FDOT projects, DEP and The St. Joe  
108 Company agree that any impacts to high quality wetlands which are approved by DEP will apply  
109 to the high quality wetland cap contained in the EMA; and for every 1 acre of impact to altered  
110 wetlands as approved by DEP, 5.67 acres of altered wetlands shall be conserved within the same  
111 sub-watershed.

112  
113 This Agreement constitutes a finding that reasonable assurance has been provided that the  
114 activities described herein when conducted pursuant to the conditions of this Agreement, including  
115 the obligation to provide the additional level of treatment as set forth in Article VII and to adhere  
116 to the Sediment and Erosion Control NEB Criteria set forth in **Exhibit 2**, meet or exceed the  
117 substantive criteria of Chapter 62-330, F.A.C., and Applicant's Handbooks, Volumes 1 and 2. This  
118 Agreement also constitutes certification of compliance with state water quality standards under  
119 Section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with Florida's  
120 Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management  
121 Act (CZMA). Prior to construction, individual projects must demonstrate compliance with the  
122 conditions of this Agreement under the individual project approval process set forth in Article IX.

123  
124 This Agreement does not constitute approval by the Board of Trustees of the Internal Improvement  
125 Trust Fund to conduct activities on sovereign submerged lands. Such approval, if needed, must be  
126 obtained separately by St. Joe prior to conducting any activities on sovereign submerged lands.

127  
128

129 **III. Description of Agreement Area & Ecosystem Characteristics**

130  
131 Located within the St. Andrews Bay Watershed and Gulf Coast Lowland physiographic region of  
132 Northwest Florida, the Agreement Area encompasses approximately 42,889 acres of property, (see  
133 **Exhibit 1**). General cardinal boundaries are the portion of the West Bay Sector Plan that is located  
134 north of the Intracoastal Waterway (ICW). The West Bay Sector Plan is depicted in the Bay County  
135 Comprehensive Plan. The boundaries are all in unincorporated Bay County, Florida. The  
136 Agreement Area has been divided into six (6) sub-watersheds. Sub-watersheds are shown on  
137 **Exhibit 3**.

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#### IV. EMA Process

The St. Joe Company has extensive landholdings in northwest Florida, some of which it intends to develop, requiring ERP permits. In 2004, DEP and St. Joe entered into an Ecosystem Management Agreement for property located in Bay and Walton Counties. After the adoption of the West Bay Sector Plan and the approval and commencement of construction of the new Northwest Florida Beaches International Airport, DEP, USACE, St. Joe and other commenting agencies began discussions to determine whether lands within the West Bay Sector were appropriate for another Ecosystem Management Agreement due to the anticipated development pressures within the area. The effort to develop this Agreement was modeled on the development of the Ecosystem Management Agreement in 2004.

Meetings commenced in October 2008 and have been held on a regular basis until the execution of this Agreement. Early in the discussion, it was recognized that a more comprehensive approach to the evaluation and regulation of development within the West Bay Sector to deal with expected development in the area would benefit the environment and the economy by streamlining regulation. The ensuing discussions were guided by an interagency team of senior staff representatives from the USACE, DEP, Environmental Protection Agency (EPA), U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and The St. Joe Company. The interagency team defined and developed a series of issues, including: wetland delineation, wetland functional quality, identification of permitting and mitigation for watershed basins and sub-basins, cumulative and secondary impacts, impact assessment, impact amounts, types of impacts, impact clustering, mitigation, buffers, stormwater treatment, and federal and state listed/protected species. The team conducted workshops and extensive field inspections, including evaluation of wetland functional assessments, flatwoods salamander habitat assessments and field verification of GIS data.

#### V. Conservation Units

Central to this Agreement is the concept of "Conservation Units," areas of high quality habitat and landscape function, which have been identified and are to be excluded from development. Conservation Units include areas of uplands and wetlands. In this Agreement, Conservation Units have been divided between Type I Conservation Units, which contain 10,982 acres and Type II Conservation Units, which contain 7,398 acres (refer to **Exhibit 4**). All Conservation Units are designated as West Bay Preservation in the Bay County Sector Plan. This land use precludes development, but does permit certain recreational facilities and activities. Type I Conservation Units are of higher quality habitat and function than Type II Conservation Units. As a result, not all of the land uses allowed by this Agreement in Type II Conservation Units will be allowed in Type I Conservation Units.

The five (5) Conservation Units within the Agreement Area are identified in **Exhibits 5-9**. Future development will be planned and designed to accommodate and complement the Conservation Units, in order to maximize their habitat values and functions. As community and economic development occurs within the Agreement Area, the Conservation Units and open space

185 within individual project sites will be designed with connective qualities, primarily to link  
186 Conservation Units. Over time, this will increase the value of the Conservation landscape  
187 within the Agreement Area. These Conservation Units link wildlife corridors and protected  
188 upland/wetland habitats from Pine Log State Forest to West Bay.

189  
190 Five ecological criteria were adopted by the interagency team to analyze and select  
191 appropriate areas for inclusion in Conservation Units: Regional Significance, Biodiversity,  
192 Water Quality, Essential Fish Habitat and Nursery/Living Marine Resources (see **Exhibit 10**).  
193 Many of these Conservation Units have been altered to planted pine plantations, but are  
194 restorable to more natural conditions. Their specific locations were chosen based on their  
195 present and potential contributions to the ecosystems in and surrounding the Agreement Area.  
196 Conservation Units may only be used for mitigation/conservation purposes and limited  
197 recreational purposes.

198  
199 Conservation Units are to be used for conservation purposes, wetland or habitat mitigation,  
200 limited recreational purposes, sustainable forestry and other uses, activities and facilities as  
201 allowed in Type I Conservation Units and Type II Conservation Units as set forth below.  
202 Activities which would result in "Land Disturbance" are prohibited, except those as allowed in  
203 Type I Conservation Units and Type II Conservation Units as set forth below. "Land  
204 Disturbance" is defined as "any manmade change of the land surface, including removing  
205 vegetative cover that exposes the underlying soil, excavating filling, grading, grubbing,  
206 discing, blading, contouring, ripping, root raking and includes areas covered by impervious  
207 surfaces such as roofs, concrete and asphalt." No wells shall be installed within the  
208 Conservation Units.

209  
210 TYPE I CONSERVATION UNITS - The uses and activities allowed in Type I Conservation  
211 Units are limited to the following:

- 212
- 213 1. Wetland and upland habitat enhancement and restoration.
  - 214  
215 2. Forest management, which shall be conducted through sustainable forestry, uneven  
216 age management regimes and best management practices, in accordance with, and as  
217 defined in the Principles for Forest and Wildlife Management of Conservation Units  
218 within the West Bay Ecosystem Management Agreement and RGP SAJ-105 ("Forest  
219 and Wildlife Management Plan," see **Exhibit 11**). No timbering of cypress or wetland  
220 hardwoods or clear cutting is permitted except as allowed in the Forest and Wildlife  
221 Management Plan.
  - 222  
223 3. Hunting, fishing and birding.
  - 224  
225 4. Passive recreational facilities such as hiking and biking trails, boardwalks, gathering  
226 shelters, restrooms, camping platforms, horseback trails and hitching areas and other  
227 facilities of a similar nature. These facilities shall result in no more than minimal  
228 impacts. Trails and boardwalks may cross wetlands, but must be minimized to the  
229 maximum extent practicable. All other facilities must be located in uplands.
- 230

- 231 5. Wetland mitigation.  
232  
233 6. Green Burial Council certified *Conservation Burial Grounds*. This level of certification  
234 employs burial/scattering programs that aid in the restoration, acquisition and/or  
235 stewardship of natural areas.  
236  
237 7. Reinstitution of fire regime, including necessary firebreaks, which mimics natural  
238 conditions. Firefighting and fire suppression activities, including light mechanical clearing  
239 of fire lanes/fire breaks as part of controlled burns are also allowed.  
240  
241 8. Linear utilities and infrastructure facilities, which shall be defined as  
242  
243 a. electric transmission, collection and/or distribution lines,  
244 b. water transmission, collection and/or distribution lines,  
245 c. sewer transmission, collection and/or distribution lines,  
246 d. natural gas transmission, collection and/or distribution lines,  
247 e. data and/or telecommunications transmission, collection and/or distribution lines  
248 (phone, cable, fiber optics, internet), and  
249 f. stormwater conveyances, but not stormwater ponds. In addition, ancillary  
250 facilities that are part of and support the linear utilities and infrastructure facilities  
251 described above shall be allowed. All linear utilities and infrastructure facilities  
252 shall, when practical, be co-located with road crossings and be installed by direct  
253 bore methods. The linear infrastructure shall be subject to the criteria and wetland  
254 impact limitations as set forth in sub-paragraph 3 of Article VII below.  
255  
256 9. Activities needed to maintain, in current condition, existing access, roads, and ditches  
257 within and through the Conservation Units. These allowable maintenance activities do  
258 not include activities to relocate such access, roads and ditches.  
259  
260 10. Nature centers, including single access roads. A Leadership in Energy and  
261 Environmental Design ("LEED") certification of silver or higher must be obtained for  
262 any enclosed structures. Nature centers may only be located in uplands. Access roads to  
263 serve nature centers must comply with paragraph 3 of Article VII below and paragraph  
264 12 below.  
265

266 TYPE II CONSERVATION UNITS - The uses, activities and facilities allowed in Type II  
267 Conservation Units include all the uses, activities and facilities set forth above in Article V,  
268 and also include the following:  
269

- 270 11. Road and bridge crossings to support associated development. All crossings in wetlands  
271 shall be designed so that the hydrologic conveyance is not reduced or impaired. Bridging  
272 is required wherever practicable. The following factors shall be considered when  
273 determining if bridging of the wetlands is practicable:  
274  
275 a. the degree of water flow within the wetland,  
276 b. the length of the wetland crossing,

- 277 c. the topography of the wetland and associated upland, and
- 278 d. the degree to which a roadway would adversely affect the movement of wildlife
- 279 expected to use the wetland.

280 Road and bridge crossings shall be designed and constructed to minimize wetland and  
281 upland impacts and must comply with paragraph 3 of Article VII below.

- 282
- 283 12. Certain recreational facilities to include boat ramps, fishing piers, parks picnic areas and  
284 pavilions, playgrounds/tot lots, nature facilities, but excluding any sports or ball fields,  
285 including baseball fields, soccer fields, tennis courts, basketball courts and golf courses.  
286 In addition, parking facilities are allowed, but shall be constructed with pervious  
287 surfaces, unless it is impractical to use pervious surfaces, in which event impervious  
288 surfaces may be used. Boat ramps, fishing piers and access roads may cross wetlands, but  
289 must be minimized to the maximum extent practicable. All other facilities may only be  
290 located in uplands. Access roads to serve recreational uses and activities must use  
291 existing roads to the maximum extent practicable and otherwise must comply with  
292 paragraph 3 of Article VII below and paragraph 11 above.

293

294 The total number of acres that can be impacted within Type 1 and Type 2 Conservation Units by  
295 Land Disturbance associated with activities allowed by subparagraphs 4, 6, 8, and 10 of Article V  
296 related to Type I Conservation Units and subparagraphs 11 and 12 of Article V related to Type II  
297 Conservation Units is 183 acres, which is 1% of the total number of acres within the Conservation  
298 Units. The following activities listed in the referenced subparagraphs shall not be subject to the  
299 Land Disturbance restriction: pervious hiking and biking trails, pervious horseback riding trails  
300 and boardwalks. Areas which are temporarily disturbed by activities in the referenced  
301 subparagraphs will not count toward the 183 acre cap, if restored within one (1) year of the  
302 disturbance. The number of acres subjected to Land Disturbance shall be reported on a sub-  
303 watershed basis in the required annual reports. Any proposed Land Disturbance acreage within  
304 altered wetlands in a Type I or Type II Conservation Unit shall be offset by an equal acreage  
305 amount consisting of preserved altered wetlands outside of the Conservation Unit but located in  
306 the same sub-watershed. Direct impacts to altered wetlands within Conservation Units shall be  
307 conducted consistent with the applicable provisions in Article VII. Any proposed Land  
308 Disturbance acreage within uplands in a Type I or Type II Conservation Unit shall be offset by an  
309 equal acreage amount consisting of preserved upland buffers outside of the Conservation Unit but  
310 located in the same sub- watershed. This offset shall be included in the individual project approval  
311 that approves Land Disturbance to the Type I or Type II Conservation Unit and will further be  
312 reported in the required annual report.

313

314 DEP's approval shall be required for any uses, activities or facilities sought to be constructed in  
315 Conservation Units as allowed by subparagraphs 4, 6, 8, and 10 of Article V related to Type I  
316 Conservation Units and subparagraphs 11, and 12 of Article V related to Type II Conservation  
317 Units ("Conservation Unit Project Approval"). Written authorization under this Agreement for  
318 allowable projects within Conservation Units is required prior to initiation of construction. If the  
319 allowable project is located in State Sovereign Lands, then separate Sovereign Lands approval is  
320 required. Conservation Unit Project Approval shall generally be conducted consistent with Article  
321 IX, and will include a use of the Conservation Unit Checklist (**Exhibit 12**) applicable to allowances  
322 of uses, activities and facilities in the Conservation Units. In applying for Conservation Unit

323 Project Approval an applicant will be required to include an avoidance and minimization impact  
324 analysis with respect to the proposed uses, activities and facilities and review by DEP will include  
325 a review of the total scale of facility to ensure that the proposed use, activity or facility is limited  
326 and consistent with the preservation objectives of the Conservation Units.

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329 **VI. Permitted Activities**

330  
331 This Agreement authorizes dredging and filling in waters of the State, and construction and  
332 maintenance of stormwater facilities associated with the construction of residential, commercial,  
333 recreational, institutional, and restoration projects, including supporting infrastructure, by St. Joe  
334 within the Agreement Area, excluding the Conservation Units described in Article V. Subject to  
335 the conditions of this Agreement, dredging and filling for the referenced activities is authorized in  
336 wetlands and ditches. Dredging and filling in, on or over high quality wetlands is limited to road,  
337 bridge, or boardwalk crossings.

338  
339 Specifically, this Agreement authorizes such activities as the construction of building foundations,  
340 building pads and attendant features necessary for the use and maintenance of the structures.  
341 Attendant features may include, but are not limited to, roads, parking lots, garages, yards, utility  
342 lines, and storm water management facilities. Residential developments include multiple and  
343 single unit developments. Examples of commercial developments include retail stores, light  
344 industrial facilities (which means business activities such as commercial distribution assembly or  
345 manufacturing processes with no primary use of raw materials), manufacturing facilities, research  
346 facilities, warehouses, distribution facilities, hotels, restaurants, business parks, and shopping  
347 centers. Examples of recreational facilities include playgrounds, playing fields, golf courses,  
348 hiking trails, bike paths, horse paths, stables, nature centers, and campgrounds. No marinas or other  
349 docking structures are authorized under this Agreement. Examples of institutional developments  
350 include schools, fire stations, government office buildings, judicial buildings, roads, public works  
351 buildings, libraries, hospitals, and places of worship.

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354 **VII. Wetland Impacts and Stormwater**

355  
356 The Agreement Area, as depicted in **Exhibit 1**, is divided into six sub-watersheds, including: Pine  
357 Log Creek, Crooked Creek-West Bay, Little Burnt Mill Creek, Burnt Mill Creek-Doyle Bayou  
358 Frontal, Fannin Bayou-Warren Bayou Frontal, and Intracoastal Waterway-West Bay. For the  
359 purposes of this Agreement, the identification and delineation of wetlands must be in accordance  
360 with the most recent guidance and wetland delineation manual or manual supplement issued by  
361 USACE (which as of this date is the *Regional Supplement to the Corps of Engineers Wetlands*  
362 *Delineation Manual: Atlantic and Gulf Coastal Plain Region (2010)*), or the State of Florida  
363 methodology prescribed in Chapter 62-340, F.A.C., *Delineation of the Landward Extent of*  
364 *Wetlands and Surface Waters*, or a combination of both, in order to establish one jurisdictional  
365 wetland line for all individual project approvals that is the most landward line of wetlands.  
366 Wetlands shall be delineated for each individual project approval which proposes impacts to  
367 wetlands by flagging located either by Global Positioning System or survey. For projects under  
368 this Agreement, the state will be allowed to exercise regulatory jurisdiction over a significantly

369 larger area than presently allowable under state law.

370

371 Wetlands in each basin have been identified, mapped and classified as either altered or high quality,  
372 **Exhibit 13**. Altered wetlands are wetlands that have been planted in pine trees as shown on the  
373 aerial dated March 2013 (see **Exhibit 14**) and are to remain altered unless and to the extent the  
374 silviculture activities in any area of altered wetlands remains dormant for more than 5 years.  
375 Altered wetlands are hydric pine plantations. The class of altered wetlands also includes ditches and  
376 borrow pits. High quality wetlands are all other jurisdictional wetlands and include cypress  
377 domes/strands, bay/gallberry swamps, cypress swamp areas, seepage slopes, Hypericum bogs,  
378 emergent marsh and other similar areas.

379

380 In order to be approved, wetland impacts must meet all of the following criteria:

381

382 1. Impacts to altered wetlands shall not exceed 15% of the total altered wetlands in any one  
383 sub-watershed. The area within a particular sub-watershed to be used to make the 15%  
384 percent calculation does not include areas within Conservation Units located within the  
385 sub-watershed. Sub-watersheds are depicted in **Exhibit 3**. A small portion of the  
386 Intercoastal Waterway-West Bay Sub-watershed is located within the boundary of the  
387 RGP with the majority of the sub-watershed being located to the west of and outside of  
388 the boundary of the RGP. Provided this RGP is modified or a new RGP is issued to  
389 encompass the remaining extent of the Intercoastal Waterway-West Bay Sub-  
390 watershed, impact acreage limit calculations for altered wetlands would be based on the  
391 entire Intercoastal Waterway-West Bay sub-watershed.

392

393 2. Projects may impact more than 15% of the altered wetlands within an individual project  
394 site, if cumulative altered wetland impacts for all approved projects within the sub-  
395 watershed do not exceed the 15% requirement at any given time. Examples of where this  
396 may occur include:

397

398 a. An applicant proposes an individual project, which would impact 10 acres of the  
399 100 acres of altered wetlands located within the proposed project site and  
400 preserve the remaining 90 acres of altered wetlands through placement under a  
401 conservation easement. This example would result in an altered wetland overage  
402 of 33.3 acres, since 56.7 acres of altered wetland preservation would be required  
403 to comply with the 15% allowable impacts to altered wetlands within a specific  
404 watershed. The same applicant, or succeeding assignee, with a subsequent  
405 individual project, located at a different site within the same watershed, and  
406 containing a total of 5 acres of altered wetlands, proposes to impact all 5 acres of  
407 altered wetlands for the project. The applicant may use 28.4 acres of the 33.3 acre  
408 overage of preserved altered wetlands from the first project to comply with the  
409 15% requirement for the second project.

410 b. An applicant proposes an individual project on a site with a total of 10 acres of  
411 altered wetlands. The applicant proposes to impact all 10 acres of the altered  
412 wetlands for the project. To comply with the 15% allowable impacts to altered  
413 wetlands requirement, the applicant would preserve 56.7 acres of altered wetlands  
414 through the placement of a conservation easement, elsewhere within the same

415 sub- watershed in which the impact site is located.

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3. Impacts to high quality wetlands:

- a. Shall be limited to road and bridge crossings, boardwalks and paths, linear infrastructure (which includes stormwater conveyances but not stormwater ponds), utility corridors, and any other linear access facilities necessary to support the associated development and shall usually not exceed a width of 100 feet of combined filling or clearing at each crossing, but may in certain cases, consistent with the criteria in this section, be allowed up to a total width of 160 feet. Florida Department of Transportation roads may be allowed up to a width of 200 feet consistent with criteria in this section.
- b. The aggregate total filling or clearing of high quality wetlands for crossings and other linear infrastructure within the Agreement Area shall not exceed 225 acres.
- c. The first preference for new high quality wetland road crossings will be at existing silviculture road crossings. Crossings at existing silviculture road crossing and at locations other than existing silviculture crossings are allowed if the crossing is designed and constructed to minimize wetland impacts.
- d. For each crossing proposed at a point where no previous crossing existed, an existing silviculture road crossing within the same sub-watershed must be removed and the wetland hydrologic connection including any associated natural stream or tributary within the area of removal, shall be restored. Restoration in this section is defined as re-establishment of natural soil surface grades and natural re-vegetation is being allowed to occur no later than February 15<sup>th</sup> of each year following the date of initiation of construction of the new crossing. Projects authorized 45 days prior to February 15<sup>th</sup> may be completed by the following year after that. Once all silviculture road crossings of high quality wetlands within a sub-basin have been restored this requirement shall lapse.

4. All crossings in wetlands shall be designed so that the hydrologic conveyance is not reduced or impaired. Bridging, co-locating utilities and infrastructure and directional boring is required wherever practical. The following factors shall be considered when determining if bridging or directional boring of the wetlands is practical: 1) the degree of water flow within the wetland, 2) the length of the wetland crossing, 3) the topography of the wetland and associated upland, and 4) the degree to which a roadway would adversely affect the movement of wildlife expected to use the wetland

5. The natural streams and tributaries located within portions of the Crooked Creek/West Bay Conservation Unit as shown on **Exhibit 15** (the "Hydrologically Sensitive Area"), which is a Type II Conservation Unit, shall be further protected by the following additional conditions and restrictions. Within the Hydrologically Sensitive Area all road crossings over the natural streams and tributaries are required to be bridged, where practicable. Bridging shall occur over the portion of a crossing that has a discernable natural channel with well-defined banks and flow. The exact length and cross section of a bridge shall be determined at the time of the individual project approval, based on professionally accepted engineering practice and the

461 characteristics of the channel. A maximum of six (6) non-bridged crossings will  
462 be allowed. The first preference for new non-bridged crossings will be at existing  
463 silviculture road crossings. Non-bridged crossings at locations other than existing  
464 silviculture road crossings are allowed if the crossing is designed and  
465 constructed to minimize wetland impacts. In addition, for each non-bridged  
466 crossing proposed at a point where no previous crossing existed, an existing  
467 silviculture road crossing within the same sub-watershed including any associated  
468 natural stream or tributary within the area of removal, shall be restored.  
469 Restoration in this section is defined as re-establishment of natural soil surface  
470 grades and appropriate vegetation is naturally re-emerging no later than the 365<sup>th</sup>  
471 day following the date of the initiation of construction of the new crossing. The  
472 removal of existing silviculture road crossings shall be coordinated with land  
473 management operations. Non-bridged road crossing rights of way shall usually not  
474 exceed a width of 100 feet of combined filling or clearing at each crossing, but may  
475 in certain cases, consistent with criteria in this section be allowed up to a total width  
476 of 160 feet. In designing stormwater management systems adjacent to these  
477 natural streams and tributaries, flow velocity and hydraulic energy at the outfall  
478 shall be minimized. These design considerations may include, but are not limited to  
479 U-Type Concrete Endwalls with optional baffles and grates, U-Type Concrete  
480 Endwalls with engineered energy dissipater, structurally lined outfall aprons,  
481 plunge pool outfall aprons, and spreader swales. No new direct outfall pipes or new  
482 channels shall be permitted into any of these natural streams and tributaries. Instead,  
483 vegetated natural buffers shall be utilized for stormwater purposes adjacent to  
484 these natural streams and tributaries.

- 485
- 486 6. Surface Water management systems for all projects authorized by this Agreement  
487 shall be designed, constructed, operated and maintained in compliance with Chapter  
488 62-330, F.A.C., and 2018 Applicant's Handbook, Volume 2 and shall include an  
489 additional level of treatment that is 50% above the treatment that is required for a non-  
490 OFW. Although the Surface Water Management systems will be designed to meet  
491 OFW standards, water quality standards appropriate to the receiving waters shall be  
492 applied for determining compliance with water quality standards.
- 493
- 494

### 495 **VIII. Mitigation**

496

- 497 1. Within the Agreement Area, individual project wetland impact mitigation may be  
498 satisfied within (1) mitigations banks, (2) designated Conservation Units, or (3) within  
499 the project area. The first priority for compensatory mitigation of permitted wetland  
500 impacts in the RGP area is restoration/enhancement-based activities at one of the two  
501 following mitigation banks: the Breakfast Point Mitigation Bank or projects within the  
502 Breakfast Point Basin; and the Devils Swamp Mitigation Bank for projects within the  
503 Devils Swamp Basin.
- 504
- 505 2. Mitigation for impacts to estuarine wetlands will be ecologically appropriate and  
506 sufficient based on an individual project evaluation. Factors to be considered in

507 determining if additional mitigation is needed for impacts to estuarine wetlands shall  
508 include:

- 509
- 510 a. the extent of direct impacts from fill, including pilings and support structures.
- 511 b. the amount of shading or other secondary impacts expected to result from the
- 512 activity, and
- 513 c. impacts from construction methodologies, such as barge access or the use of
- 514 heavy equipment. Mitigation for impacts to estuarine wetlands shall be conducted
- 515 either on site or within a Conservation Unit that contains estuarine systems.
- 516

517 3. St. Joe has provided reasonable assurances that there is an adequate amount of  
518 mitigation currently available or potentially available in mitigation banks and  
519 Conservation Units for all individual project impacts that may be authorized under this  
520 Agreement. In order for DEP to regularly monitor the number of available credits or  
521 potentially available functional units, St. Joe shall prepare and submit to DEP an  
522 updated report with each annual report summarizing the number of credits that are  
523 available in mitigation banks and the number of functional units that are potentially  
524 available in Conservation Units. DEP will utilize this information to determine if trends  
525 warrant that St. Joe initiate a process to make available additional mitigation credits or  
526 functional units from existing Conservation Unit acreage in one thousand (1,000) acre or  
527 larger increments. This determination will be based on whether there is an adequate  
528 supply of credits to satisfy the rate of credit absorption within the EMA boundary.

529

530

531 **IX. Individual Project Approval**

532

533 Individual project approval for all projects authorized by this Agreement shall be conducted in  
534 compliance with Chapter 62-330, F.A.C., and Applicant's Handbook, Volume I, including all  
535 procedures contained therein, except as those procedures are modified in this Article. At the  
536 pre-application meeting, clarification will be provided on any question related to the  
537 procedural aspects of the Applicants Handbook, Volume I as they related to the procedures  
538 contained in this Agreement.

539

540 **Pre-Application Process**

541 An applicant may request an informal pre-application meeting with appropriate  
542 representatives from USACE and DEP to discuss a proposed project and clarify any necessary  
543 procedural and substantive criteria of the EMA. Appropriate representatives from USFWS,  
544 EPA, FWC, National Marine Fisheries Service ("NMFS") and the Northwest Florida Water  
545 Management District ("NFWMD") shall be invited to the pre-application meeting. There  
546 are no specific submittal requirements for this informal pre-application meeting, but the  
547 applicant shall provide an appropriate type and level of information on any procedural or  
548 substantive criteria that needs clarification. An information pre-application meeting does not  
549 commence the formal review of an individual project approval application. Pre-application  
550 meeting may be scheduled on an as needed basis. A mandatory meeting with DEP to discuss  
551 stormwater must take place.

553 **Formal Individual Project Review**

554 To commence the review of an application for an individual project approval, the applicant  
555 shall prepare an application using the form *Joint Application for Individual And Conceptual*  
556 *Environmental Resource Permit/Authorization to Use State Owned Submerged Lands, Forms*  
557 *62-330.060(1)*. It must include all of the information required in the Individual Project  
558 Approval Checklist (**Exhibit 16**). The application shall be submitted to USACE and DEP at least  
559 two weeks prior to a meeting with USACE and DEP to review the application. A processing  
560 fee shall accompany each application in an amount consistent with the fee schedule set forth in  
561 Rule 62-330.071, F.A.C. The form shall be completed pursuant to the instructions, with the  
562 exception of items 7 and 8, which shall be completed as follows:

563  
564 Item 7. Desired Permit Duration (see Fee Schedule): *Duration of the individual project*  
565 *approvals shall be 10 years.*

566  
567 Item 8. General Permit or Exemption Requested: *St. Joe Ecosystem Management Agreement*  
568 *for Bay County/West Bay Sector Area* should be referenced here.

569  
570 Appropriate representatives from the USFWS, EPA, FWC, NMFS and NFWMD shall be invited  
571 to the meeting. The application shall be considered to be in draft form until the day of the meeting,  
572 at which time the formal review of the application shall commence and DEP has the right to submit  
573 a Request for Additional Information (RAI) within 30 days of the meeting. Unless otherwise  
574 requested by DEP at the meeting, no post meeting submissions will be made by the applicant until  
575 receipt of the RAI. No regulated work may proceed until after written authorization under this EMA  
576 has been issued. For ease of scheduling purposes, individual project approval meetings shall be  
577 scheduled on a monthly basis but may be cancelled if no applications are proposed on any given  
578 month.

579  
580 In addition to the application form, the submittal shall include:

- 581
- 582 1. The necessary technical information, drawings and calculations describing the  
583 stormwater management system proposed for the individual project and  
584
  - 585 2. Documentation of coordination with the State Historic Preservation Officer regarding  
586 any needed archaeological and historical surveys for the project area, and any measures  
587 needed to avoid, minimize or mitigate adverse impacts to sites of historical or  
588 archaeological value.
  - 589 3. Documentation of coordination with the FWC regarding any needed fish and wildlife  
590 surveys for the project area, and any measures needed to avoid, minimize or mitigate  
591 adverse impacts to listed/protected fish and wildlife species and their habitat, including  
592 any plan to obtain a permit if required by Chapter 68A-27, F.A.C.  
593
- 594

595 Additionally, DEP and St. Joe will discuss the need for a separate approval to use sovereign  
596 submerged lands to implement the proposed project. If sovereign submerged lands approval is  
597 needed, every effort will be made to process such approval concurrently with the individual project  
598 review required by this Agreement.

599

600 Upon receipt of the complete application for individual project approval, DEP will have 60 days  
601 to review the information for compliance with the terms of this Agreement. The review shall also  
602 consider St. Joe's history of compliance with previously issued permits, and individual project  
603 approvals granted under this Agreement, as a factor in determining if reasonable assurance has  
604 been provided that the terms of the Agreement as applied in the individual project approval will  
605 be met. A history of non-compliance with previously issued permits and individual project  
606 approvals may serve as the basis for project denial, modification, or the addition of specific  
607 conditions, based on the nature, severity, and extent of the non-compliance.

608

609 If the application provides reasonable assurance that the project complies with the terms of this  
610 Agreement, DEP shall approve the individual project by issuing letter of approval or denial of the  
611 individual project that shall include a point of entry for challenging the agency action. The letter  
612 will also include a public notice of the agency action that St. Joe shall publish in a newspaper of  
613 general circulation in the county where the individual project is located, which publication shall  
614 be accomplished in the same manner as provided in Rule 62-110.106(5), F.A.C.

615

### 616 **Preservation of Third Party Rights**

617 This Agreement is not intended to alter or modify the rights of third parties to challenge agency  
618 actions, except that the requirements imposed by this Agreement for stormwater management  
619 systems, dredge and fill of wetlands, and wetlands impact mitigation shall govern rather than the  
620 requirements of Florida Statutes and Florida Administrative Code.

621

622 If the DEP proposes to issue an individual project approval pursuant to Article IX of this  
623 Agreement, any Florida corporation not for profit which meets the requirements of subsection  
624 403.412(6), F.S., and any person whose substantial interests will be determined or affected by  
625 individual project approvals under the Agreement may petition DEP for a formal administrative  
626 hearing pursuant to section 120.569 or 120.57, F.S.

627

628 The scope of a challenge to an individual project approval is limited to whether the individual project  
629 approval complies with this Agreement, such as whether the stormwater management system, the  
630 dredging and filling of waters of the state and the mitigation to offset wetland impacts proposed  
631 for an individual project approval comply with this Agreement.

632

### 633 **Individual Project Approval General and Specific Conditions**

634 The general conditions contained in **Exhibit 17** shall be conditions of any individual project  
635 approval.

636

637 If mitigation for the project is provided in a mitigation bank, the approval shall specify the  
638 number and type of credits to be used to offset the project impacts, pursuant to Section VIII.  
639 If mitigation for the individual project is to be provided either on-site, or in a Conservation  
640 Unit , rather than a mitigation bank, the individual project approval shall specify the number  
641 and type of functional units to be used to offset project impacts, as well as any associated  
642 requirements for monitoring the success of the mitigation.

643

644 As part of reasonable assurance that any mitigation provided outside of a mitigation bank will be

645 maintained in perpetuity in its enhanced or restored state, the individual project approval shall also  
646 include a requirement for the placement of a conservation easement over the mitigation site. In  
647 addition, wetlands not authorized for impacts on each project site and their buffers as set forth in  
648 paragraph 12 of Article X shall also be made subject to a conservation easement. Prior to issuing  
649 a letter of approval for the individual project, St. Joe shall submit a draft of the conservation  
650 easement, along with documentation that the property over which the conservation easement will  
651 be granted has no encumbrances or liens that would be contrary to the purpose of the conservation  
652 easement. The individual project approval shall include a condition requiring that the conservation  
653 easement be executed, delivered and recorded prior to conducting the activities authorized in the  
654 project approval letter, or according to the time frame specified in the project approval letter.  
655

656 St. Joe shall use best management practices during individual project construction to minimize  
657 impacts to wetlands not authorized to be dredged or filled, and to control erosion and turbidity to  
658 ensure that state water quality standards are not violated. DEP may include specific conditions  
659 related to project construction techniques in the individual project approval letter to address these  
660 issues.  
661

662 **Web Site for Public Information**

663 DEP agrees to maintain a web site, accessible to the public, containing information regarding  
664 individual projects reviewed under the Agreement. At a minimum, the web site will include  
665 information on the individual projects approved, or pending approval by DEP. This  
666 information may be viewed at the following web address: [https://floridadep.gov/northwest/nw-](https://floridadep.gov/northwest/nw-permitting/content/st-joe-company-ecosystem-management-agreement-2)  
667 [permitting/content/st-joe-company-ecosystem-management-agreement-2](https://floridadep.gov/northwest/nw-permitting/content/st-joe-company-ecosystem-management-agreement-2). Posting of such  
668 information does not constitute public notice of a point of entry to challenge DEP's action on  
669 individual project approvals. Such public notice shall be accomplished as set forth above in this  
670 Article.  
671

672

673 **X. St. Joe Commitments**

674

675 St. Joe agrees to the following commitments:

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690

1. This Agreement is the sole mechanism to be used by St. Joe to obtain authorization to conduct the specific activities set forth in Article VI within the Agreement Area. Any change in the specific activities or any other deviation from the terms of the Agreement, will require amendment of the Agreement. Separate individual or general permits may be applied for within the Agreement Area for activities that are not addressed by this Agreement, including but not limited to marinas and docking facilities.
2. The Conservation Units shall be excluded from development activities, other than those activities authorized under Article V.
3. St. Joe will manage the Conservation Units consistent with their ultimate conservation use unless or until transferred in accordance with paragraph 8 below.
4. Mitigation of project impacts will be conducted in a manner consistent with the

- 691 conditions of the individual project approval.  
692
- 693 5. Mitigation will occur prior to or concurrently with permitted impacts.  
694
- 695 6. For mitigation conducted outside of a mitigation bank or for wetlands not authorized for  
696 impact and their buffers (as set forth in paragraph 12 below) a perpetual conservation  
697 easement will be placed on such property prior to conducting the activities authorized in  
698 the project approval letter as set forth in Article IX. The easement shall be in the form of  
699 the applicable easement document in **Exhibit 20**.  
700
- 701 7. The St. Joe Company shall place perpetual conservation easements on portions of  
702 Conservation Units equal to the percentage of the total acreage of approved projects in  
703 each sub-watershed within the EMA area. Approved projects in this special condition  
704 includes those projects within the EMA area having received approval under this  
705 Agreement plus any other projects within the EMA area having received approval from  
706 Bay County during the preceding year, but which do not require specific approval under  
707 this Agreement. To determine the acreage of the Conservation Units that must be placed  
708 under an easement:  
709
- 710 a. Divide the total acreage within approved project boundaries in a sub-  
711 watershed (including impact and preserved area), for the previous year, by the  
712 total acreage of land within the sub-watershed minus the area of any  
713 Conservation Units within the same sub-watershed. To comply with this  
714 condition only, the Intracoastal Waterway Sub-watershed and the Crooked  
715 Creek West Bay sub-watershed shall be combined and treated as a single  
716 Conservation Unit.
- 717 b. This percentage of the Conservation Units in each sub-watershed shall be placed  
718 under a conservation easement within six months from the date of the individual  
719 project approval or for approved projects that do not require specific approval  
720 under this Agreement, within six months from project approval by Bay County.
- 721 c. The cumulative acreage of Conservation Units conveyed to governmental entities  
722 or 501C(3) conservation organization buyers shall count toward the acreage  
723 which is required to be placed under a conservation easement.
- 724 d. Once all Conservation Unit acreage within a sub-basin has been placed under  
725 conservation easement, this requirement shall cease for projects associated with  
726 the subbasin.  
727
- 728 8. Sale or transfer of a Conservation Unit may only be made to a governmental entity or a  
729 non-profit conservation/natural resource management entity. If a Conservation Unit or  
730 any portion thereof or interest therein is conveyed to subsequent owners, if not already  
731 subject to a conservation easement pursuant to paragraph 8 of Article X above, The St.  
732 Joe Company shall place conservation easements on such property to assure the  
733 perpetual conservation use of the Conservation Unit as described in Article V with  
734 respect to Type I Conservation Units and Type II Conservation Units above. The  
735 perpetual conservation easement shall be in the form of **Exhibit 18** for Type I  
736 Conservation Units, **Exhibit 19** for Type II Conservation Units and **Exhibit 21** for the

737 Hydrological Sensitive Area. Within seven (7) days of conveyance of any portion or  
738 interest of a Conservation Unit, The St. Joe Company shall provide to the new owner a  
739 complete copy of the Agreement. Written assurance that a complete copy of the  
740 Agreement has been given and received shall be provided to DEP by The St. Joe  
741 Company within fourteen days of any such conveyance. The written assurance shall  
742 consist of a letter to DEP stating that the conveyance has taken place and shall be signed  
743 by the appropriate representatives of The St. Joe Company and the new owner.  
744

745 9. Stormwater management systems in project areas within the Agreement Area will be  
746 designed, constructed and maintained to meet the Stormwater NEB Criteria as set forth  
747 in Section VII and to adhere to the Sediment and Erosion Control NEB Criteria as set  
748 forth in **Exhibit 2**.  
749

750 10. There will be no wetland or other surface water fill for septic tanks or drain fields,  
751 however composting aerobic restrooms are allowed in conjunction with recreational  
752 facilities.  
753

754 11. St. Joe base maps will depict the location of Conservation Units to assure each business  
755 unit within the company is aware of their location and restrictions placed upon them to  
756 assure that there is no encroachment or activity incompatible with the activities  
757 specifically authorized in Article V.  
758

759 12. In general, high quality wetlands shall be buffered from development by uplands/and or  
760 altered wetlands. Except at road crossings, upland and/or altered wetland buffers  
761 adjacent to high quality wetlands shall be an average of 50 feet wide, with a minimum  
762 30- foot width for each individual project area. Except at road crossings, high quality  
763 wetlands, altered wetlands and uplands shall buffer natural streams and tributaries  
764 located in Conservation Units. The exact width of the buffer from the natural streams  
765 and tributaries located in Conservation Units shall be evaluated and determined during  
766 Individual Project review. The buffer along natural streams and tributaries located in  
767 Conservation Units shall be a minimum of 100 feet as measured from the edge of the  
768 stream or tributary. All buffers, whether upland or wetland, will be preserved and  
769 maintained in a natural condition, except for the construction of boardwalks for dock  
770 access and on-grade trails. These buffers may be enhanced or restored to a more natural  
771 condition. They may also be managed to provide an urban wildfire interface, as may be  
772 requested by local emergency management officials, and as may be approved following  
773 coordination with regulatory agencies. Application of fertilizers, herbicides and  
774 pesticides is prohibited in all buffers, except to the extent herbicides are used to control  
775 exotic vegetation.  
776

777 13. Only clean fill and rock material compatible with existing soils (e.g., soil, rock, sand,  
778 marl, clay, stone, and/or concrete rubble) shall be used for wetland fill.  
779

780 14. No wetland fill shall sever a hydrological connection in high quality wetlands. Small  
781 areas of altered wetlands may be severed, as approved on a case-by-case basis, provided  
782 the requirements pertaining to altered wetland impacts are met (see Article VII [2]) and

783 compensatory mitigation as described in Article VIII is provided for the area of altered  
784 wetlands within the severed area. Severed altered wetlands will be considered to be  
785 impacted for purposes of this EMA.  
786

- 787 15. No work is authorized under this Agreement on properties listed or eligible for listing in  
788 the National Register of Historic Places.  
789
- 790 16. When required by the State Historic Preservation Officer, St. Joe will conduct a Phase I  
791 archeological and historical survey on each individual project site. This information will  
792 be provided to the State Historic Preservation Officer, DEP and USACE so that  
793 measures can be identified to avoid, minimize or mitigate adverse impacts to historic  
794 properties listed, or eligible for listing in the National Register of Historic Places, or  
795 otherwise of historical or archeological value.  
796
- 797 17. No activity is authorized by this Agreement that is likely to adversely affect a federal or  
798 state listed/protected species or a species proposed for such designation, or destroy or  
799 adversely modify its designated critical habitat.  
800
- 801 18. St. Joe certifies that it has and will maintain internal systems and controls to ensure  
802 adherence to these commitments and implementation of this Agreement.  
803  
804

805 **XI. Monitoring and Reporting**  
806

- 807 1. St. Joe shall establish and maintain a GIS based ledger and map for each basin and  
808 sub-watershed, depicting the amount, type and percentage of wetland impact and  
809 mitigation implemented in the Agreement Area. An updated ledger balance sheet  
810 demonstrating compliance with the Agreement shall be submitted with each  
811 individual request for project approval. The ledger will include the following by  
812 sub-watershed:  
813
- 814 a. Total high quality and altered wetlands in the Agreement Area.
  - 815 b. Total project size - uplands and wetlands.
  - 816 c. Project impacts - high quality and altered amount and percent of total.
  - 817 d. Mitigation required and location.
  - 818 e. Cumulative project impacts (acreage total and percentage).
  - 819 f. Total high quality and altered wetlands remaining in the Agreement Area.
  - 820 g. Mitigation bank credit use categorized by rate of use, year used, and  
821 anticipated use for the upcoming year.  
822
- 823 2. St. Joe shall submit an annual report by February 15 from the preceding calendar  
824 year identifying:  
825
- 826 a. Total project acres approved;
  - 827 b. The location and acreage of any mitigation activity undertaken;
  - 828 c. Conservation easements executed and recorded;

- 829 d. Conservation Units conveyed to other owners;
- 830 e. Activities undertaken within Conservation Units including the total number of acres
- 831 of Land Disturbance;
- 832 f. The number of bridged and non-bridged crossings permitted and restored in the
- 833 Hydrological Sensitive Area; and
- 834 g. Other activities that may impact this Agreement

835  
836  
837 **XII. Net Ecosystem Benefits**

838  
839 The parties acknowledge that the Agreement will result in NEBs and implement progressive  
840 policies for ecosystem management and team permitting because:

- 841 1. Implementation of this Agreement satisfies applicable standards and criteria, and
- 842 includes commitments to various operational, mitigation and conservation conditions
- 843 that exceed current regulatory requirements.
- 844
- 845 2. Implementation of this Agreement will result in a significant reduction in overall risks
- 846 to the environment compared to activities conducted in the absence of the criteria and
- 847 limitations contained in this Agreement.
- 848
- 849 3. Implementation of this Agreement will result in conservation at a regional landscape-
- 850 scale, which protects the best possible diversity and extent of habitats, ahead of
- 851 development.
- 852
- 853 4. The regional conservation plan established by this Agreement increases the ability of
- 854 adjacent - existing and proposed - public conservation lands and waters to sustain long
- 855 term ecological values, enhance regional wildlife dispersal and survival, protect regional
- 856 water resources, and create significant opportunities for public nature-based recreation.
- 857
- 858

859 The specific NEBs provided by this Agreement are as follows:

- 860
- 861 1. Five Conservation Units will be established as depicted in **Exhibits 5-9**, in addition
- 862 to mitigation required for wetland impacts. The Conservation Units and preserved
- 863 mitigation areas link wildlife corridors and protected upland/wetland habitats to create
- 864 more sustained wildlife corridors, which will help to preserve the ecological integrity of
- 865 two of Northwest Florida's most rapidly developing watersheds. The Conservation Units
- 866 and preserved mitigation areas also help protect water quality and quantity by reducing
- 867 flows and flooding and creating hydro-patterns of well drained areas. Preservation of the
- 868 Conservation Units will also occur due to projects which themselves do not impact
- 869 wetlands.
- 870
- 871 2. The wetland and other surface water impact limiting criteria included in the Agreement
- 872 will result in a larger percentage of preserved wetlands and uplands than would otherwise
- 873 be expected as a result of the usual permitting process. In total, 95% of all wetlands and
- 874 98% of all high quality wetlands in the Agreement area will be preserved.

- 875  
876 3. Through this Agreement, both uplands and wetlands have the opportunity to be  
877 enhanced or restored in the Conservation Units and protected in perpetuity. Significant  
878 uplands, such as xeric sandhills, scrubby flatwoods and mesic flatwoods were included  
879 in Conservation Units to increase habitat diversity, wildlife conservation and corridor  
880 values adjacent to high priority wetlands.  
881  
882 4. By protecting and providing the ability to enhance uplands within the Conservation Units,  
883 the St. Joe Company is providing potential habitat for the Flatwood Salamander, a  
884 Federally listed threatened species.  
885  
886 5. Throughout the Agreement Area, wetland delineations will be conducted utilizing the  
887 most landward line of wetlands, rather than one federal and one State line.  
888  
889 6. Development immediately next to high quality wetlands will have a buffer of  
890 uplands and/or altered wetlands with an average width of 50 feet and a minimum width  
891 of 30 feet, which is not required under existing rules.  
892  
893 7. Stream and tributaries within the Conservation Units will have a minimum buffer of 100  
894 feet, which is not required under existing rules.  
895  
896 8. No fill for septic tanks or drain fields will occur in wetlands.  
897  
898 9. All development will be designed, constructed and maintained to meet the Stormwater  
899 NEB Criteria as set forth in Section VII and to adhere to the Sediment and Erosion  
900 Control NEB Criteria as set forth in **Exhibit 2**. As such, storm water management  
901 systems will incorporate water quantity and quality criteria components which exceed  
902 the standard requirements in the 2018 Applicant's Handbook Volume II, providing  
903 greater protection for water quality and provide protection from off-site flooding.  
904  
905 10. Development projects shall be subject to the Sediment and Erosion Control NEB  
906 Criteria set forth in **Exhibit 2**, which provide additional protection over and above those  
907 contained in Applicant's Handbook, Volume I.  
908  
909 11. The criteria and obligations contained in this Agreement provide a more effective  
910 mechanism to address cumulative and secondary impacts associated with the types of  
911 development authorized in this Agreement. Instead of addressing cumulative and  
912 secondary impacts on a piecemeal basis, the comprehensive approach taken in this  
913 Agreement, which includes limitations on wetland impacts, protection of upland areas,  
914 preservation of Conservation Units and preservation of non-impacted wetlands and  
915 upland buffers, provides a complete basis to address cumulative and secondary impacts  
916 over and above that which could be accomplished through normal permitting practices.  
917  
918  
919  
920

### **XIII. Amendments**

921 This Agreement may be modified at any time by written amendment approved by both parties,  
922 which shall be submitted, reviewed and processed in the same manner as this Agreement or as  
923 otherwise provided for by law. Amendments must be consistent with the provisions of sections  
924 403.075 and 403.0752, F.S.

925  
926  
927 **XIV. Term of Agreement**  
928

929 This Agreement shall be perpetual, unless modified according to Article XIII or terminated  
930 according to Article XV.

931  
932  
933 **XV. Termination**  
934

- 935 1. DEP may terminate or request renegotiation of this Agreement by giving thirty (30)  
936 days prior written notice to St. Joe if DEP demonstrates that:
- 937 a. There has been a material change in conditions which existed at the time of the  
938 original Agreement such that the intended NEBs are not being, or may not reasonably  
939 be expected to be, achieved through continuation of the Agreement.
  - 940 b. St. Joe is in material breach of the terms of the Agreement.

941  
942  
943 Nothing in this paragraph shall preclude DEP from taking appropriate enforcement action in lieu  
944 of or in combination with termination for violations of this Agreement or any individual project  
945 approval issued hereunder.

- 946  
947 2. St. Joe may terminate this Agreement for any reason by giving thirty (30) days prior  
948 written notice to DEP as provided in Article XVI, provided that:
- 949 a. The mitigation commitments identified in the individual project approvals which  
950 have been issued are fulfilled or agreements are entered into to ensure fulfillment.
  - 951 b. The conservation easements required by the Agreement and individual project  
952 approvals up to the time of termination have been properly executed, delivered  
953 and recorded.
- 954  
955  
956  
957 3. Upon termination of the Agreement, previously issued project approval letters shall  
958 remain in effect for the duration of such approval. Such individual projects shall  
959 continue to be subject to the General and Specific Conditions included in the  
960 individual project approval letter, and the terms of this Agreement.

961  
962  
963 **XVI. Notices**  
964

965 Notices under this Agreement shall be sent by certified mail, return receipt requested,  
966 express mail or electronically to the parties.

967  
968  
969  
970  
971  
972  
973  
974  
975  
976

**XVII. Effective Date**

The effective date of this Agreement shall be the date on which the last party executed the Agreement.

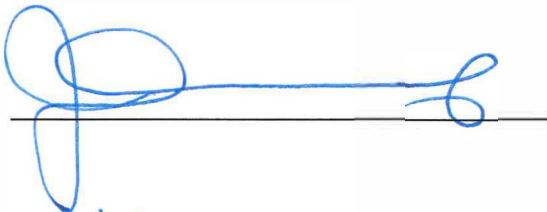
IN WITNESS WHEREOF, the parties, by and through the undersigned duty authorized representatives have executed this Agreement on the dates set forth below.

**THE ST. JOE COMPANY**

**EXECUTION AND CLERKING**

**Executed in Pensacola, Florida**

**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**



*Elizabeth Mullinson*  
\_\_\_\_\_  
District Director – Northwest District

*July 28, 2025*  
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Date

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Date

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**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

**FILING AND ACKNOWLEDGEMENT**

**FILED, on this date, pursuant to Section 120.52., F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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