

1                                   **St. Joe Ecosystem Management Agreement**  
2                                   **For Bay County and Walton County, Florida**

3  
4                                   **Bay-Walton Sector Plan**

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25  
26   **This Agreement is made and entered into by The St. Joe Company (St. Joe) and the Florida**  
27   **Department of Environmental Protection (DEP).**  
28  
29

30                                   **I.       Threshold and Procedural Matters**

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

- 46 3. This Agreement is intended to coordinate and facilitate flexible permitting for community  
47 and economic development and to achieve a NEB and related public objectives for the  
48 region. The Parties acknowledge that the permitting process described in this Agreement  
49 will provide reasonable assurance the objectives and requirements of subsections  
50 403.0752(1), (2), (3), (4), F.S., are met.  
51
- 52 4. Reference in this Agreement to “wetlands” shall include wetlands and other surface waters  
53 of the State.  
54
- 55 5. As a result of the conditions of this Agreement, 92% of all wetlands and 99% of all high  
56 quality wetlands in the Agreement Area will be conserved. Approximately 49% of the  
57 Agreement Area will be subject to conservation, including substantial wetlands systems  
58 when combined with upland conservation areas. This will substantially minimize direct  
59 and secondary impacts and comprehensively address cumulative impacts.  
60
- 61 6. Subsection 403.0752(2), F.S., provides that an ecosystem management agreement may be  
62 entered into by DEP and regulated entities when DEP determines that:  
63
- 64 a. implementation of such an agreement meets all the applicable standards and criteria  
65 so that there is a NEB to the subject ecosystem more favorable than operation under  
66 applicable rules;  
67
  - 68 b. entry into such an agreement will not interfere with DEP’s obligations under any  
69 federally delegated or approved program;  
70
  - 71 c. implementation of the agreement will result in a reduction in overall risks to human  
72 health and the environment as compared to activities conducted in the absence of  
73 the agreement; and  
74
  - 75 d. the regulated entity has certified to DEP that it has in place internal environmental  
76 management systems or alternative internal controls sufficient to implement this  
77 Agreement.  
78

79 DEP has determined that the requirements of subsection 403.0752(2), F.S., are satisfied by the  
80 approach outlined in this Agreement. This Agreement does not authorize dredging and filling  
81 waters of the United States under Section 404 of the Clean Water Act (CWA). St. Joe currently  
82 obtains CWA authorization from USACE in the form of regional general permits (RGPs). If and  
83 when the state of Florida assumes authority over the 404 permitting program, DEP will administer  
84 the USACE RGPs in the state assumed waters pursuant to 40 CFR § 233.21(a) until the RGPs  
85 expire. Prior to expiration of the USACE RGP, and to ensure consistency with this EMA, DEP  
86 will initiate rulemaking to create State 404 general permits under Ch 62-331, Florida  
87 Administrative Code (F.A.C.), that will operate similarly to the RGPs.  
88  
89  
90  
91

## 90 II. Agreement Overview



This Agreement addresses regulatory approvals for development of St. Joe owned lands which constitute a 28,327 acre tract of land in Bay County and Walton County, identified as the Agreement Area on **Exhibit 1**. Specifically, this Agreement sets forth the procedures and criteria to be followed by DEP and St. Joe both for pre-application meetings and for procedures for application submittal, review and approval for individual projects within the Agreement Area, as well as coordination with federal agencies and notice to the public.

Execution of the Agreement by DEP shall constitute final agency action for Environmental Resource Permitting (E.R.P.), pursuant to Chapters 403 and 373, F.S., and Chapter 62-330 F.A.C., and the accompanying Applicant's Handbooks, Volumes 1 (General and Environmental) and 2 (Design Requirements for Stormwater Management Systems -Water Quantity and Water Quality). This Agreement is the sole mechanism, with the exception of lands conveyed to the Florida Department of Transportation (FDOT), used by St. Joe to obtain authorization to conduct the specific activities, as set forth in Article VI, within the Agreement Area. Although FDOT is encouraged to use this agreement to permit activities within the EMA boundaries, they are capable of applying separately using the rules in place at the time of application. If the FDOT submits an application absent the use of this agreement, the application will still be evaluated using the criteria set forth in this document to the fullest extent practicable. The St. Joe Company, through voluntary conveyance of property, transaction, or other agreement with FDOT agrees to calculate impacts associated with FDOT projects in accordance with the established caps and developable criteria associated with high quality and altered wetlands. For FDOT projects, DEP and The St. Joe Company agree that any impacts to high quality wetlands which are approved by DEP will apply to the high quality wetland cap contained in the EMA; and for every 1 acre of impact to altered wetlands as approved by DEP, 3.35 acres of altered wetlands shall be conserved within the same sub-watershed.

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

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

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

Located within the Lower Choctawhatchee and St. Andrews Bay Watersheds, the Agreement Area encompasses approximately 28,327 acres of property, (see **Exhibit 1**). General cardinal boundaries

are the portion of the Bay-Walton Sector Plan that is located north of the Intracoastal Waterway (ICW). The Bay-Walton Sector Plan is depicted in the Bay County and Walton County Comprehensive Plans. The boundaries are in unincorporated Bay County and unincorporated Walton County, Florida. The Agreement Area has been divided into six (6) sub-watersheds. Sub-watersheds are shown on **Exhibit 3**.

#### IV. EMA Process

The St. Joe Company has extensive landholdings in northwest Florida, some of which it intends to develop, requiring E.R.P. permits. In 2004, DEP and St. Joe entered into an Ecosystem Management Agreement for property located in Bay and Walton Counties. In 2015, DEP and St. Joe entered into a second Ecosystem Management Agreement for 42,889 acres in West Bay, Bay County, Florida. Also, in 2015, St. Joe received state and local approval for the Bay-Walton Sector Plan covering approximately 110,500 acres of St. Joe owned property. In June 2015 St. Joe approached DEP, USACE, and other commenting agencies to begin discussions to determine whether lands within the Bay-Walton Sector Plan were appropriate for a third Ecosystem Management Agreement due to the significant development plans within the area. The effort to develop this Agreement was modeled on the development of the previous Ecosystem Management Agreements and USACE's SAJ-105, a federal document. Meetings commenced in June 2015, 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 the development within the Bay-Walton Sector Plan is necessary to deal with the expected development in the area. This process 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 3,310.5 acres and Type II Conservation Units, which contain 4,303.5 acres (refer to **Exhibit 4**). All Conservation Units are designated as Long Term Conservation in a portion of the Bay-Walton 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 twelve (12) Conservation Units within the Agreement Area are identified in **Exhibits 5-16**. 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 within individual project sites will be designed with connective qualities, primarily to link Conservation Units. Over time, this will increase the value of the Conservation landscape within the Agreement Area. These Conservation Units link wildlife corridors and protected upland/wetland habitats from Pine Log State Forest to Choctawhatchee Bay.

Five ecological criteria were adopted by the interagency team to analyze and select appropriate areas for inclusion in Conservation Units: Regional Significance, Biodiversity, Water Quality, Essential Fish Habitat and Nursery/Living Marine Resources (see **Exhibits 5-16 - Conservation Unit Maps & Descriptions**). Many of these Conservation Units have been altered to planted pine plantations, but are restorable to more natural conditions. Their specific locations were chosen based on their present and potential contributions to the ecosystems in and surrounding the Agreement Area. The Conservation Units within this EMA were approved by the state as well as both Bay County and Walton County as Long Term Conservation land use under the Bay-Walton Sector Plan. Conservation Units may only be used for mitigation/conservation purposes and limited recreational purposes.

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

**TYPE I CONSERVATION UNITS** – The uses and activities allowed in Type I Conservation Units are limited to the following:

1. Wetland and upland habitat enhancement and restoration.
2. Forest management, which shall be conducted through sustainable forestry, uneven age management regimes and best management practices, in accordance with, and as defined in the Principles for Forest and Wildlife Management of Conservation Units within the Bay-Walton Sector Plan Ecosystem Management Agreement and RGP SAJ-114 ("Forest and Wildlife Management Plan," see **Exhibit 17**). No timbering of cypress or wetland hardwoods or clear cutting is permitted except as allowed in the Forest and Wildlife Management Plan.

- 229 3. Hunting, fishing, and birding.  
230
- 231 4. Passive recreational facilities including hiking and biking trails, boardwalks, gathering  
232 shelters, restrooms, camping platforms, horseback trails and hitching areas and other  
233 facilities of a similar nature. These facilities shall result in no more than minimal impacts.  
234 Trails and boardwalks may cross wetlands, but must be minimized to the maximum extent  
235 practicable. All other facilities must be located in uplands.  
236
- 237 5. Wetland mitigation.  
238
- 239 6. Green Burial Council certified *Conservation Burial Grounds*. This level of certification  
240 employs burial/scattering programs that aid in the restoration, acquisition and/or  
241 stewardship of natural areas.  
242
- 243 7. Reinstitution of fire regime, including necessary firebreaks, which mimics natural  
244 conditions. Firefighting and fire suppression activities, including light mechanical  
245 clearing of fire lanes/breaks as part of a controlled burn are also allowed.  
246
- 247 8. Linear utilities and infrastructure facilities, which shall be defined as  
248
- 249 a. electric transmission, collection and/or distribution lines,  
250 b. water transmission, collection and/or distribution lines,  
251 c. sewer transmission, collection and/or distribution lines,  
252 d. natural gas transmission, collection and/or distribution lines,  
253 e. data and/or telecommunications transmission, collection and/or distribution lines  
254 (phone, cable, fiber optics, internet), and  
255 f. stormwater conveyances, but not stormwater ponds. In addition, ancillary facilities  
256 that are part of and support the linear utilities and infrastructure facilities described  
257 above shall be allowed. All linear utilities and infrastructure facilities shall, when  
258 practical, be co-located with road crossings and be installed by direct bore methods.  
259 The linear infrastructure shall be subject to the criteria and wetland impact  
260 limitations as set forth in sub-paragraph 3 of Article VII below.  
261
- 262 9. Activities needed to maintain, in current condition, existing access, roads and ditches  
263 within and through the Conservation Units. These allowable maintenance activities do not  
264 include activities to relocate such access, roads and ditches.  
265
- 266 10. Nature centers, including single access roads. A Leadership in Energy and Environmental  
267 Design (“LEED”) certification of silver or higher must be obtained for any enclosed  
268 structures. Nature centers may only be located in uplands. Access roads to serve nature  
269 centers must comply with paragraph 3 of Article VII below and paragraph 12 below.  
270
- 271 11. Within buffers that are required to be preserved by the Individual Project Approval and  
272 that are part of the property, construction of boardwalks for dock access and on-grade  
273 trails will be permitted. Also, application of fertilizers, herbicides and pesticides is

274 authorized to the extent fertilizers, herbicides and pesticides are used to control exotic  
275 plant vegetation within the buffers.  
276

277 TYPE II CONSERVATION UNITS – The uses, activities and facilities allowed in Type II  
278 Conservation Units include all the uses, activities and facilities set forth above in Article V, and  
279 also include the following:  
280

281 12. Road and bridge crossings to support associated development. All crossings in wetlands  
282 shall be designed so that the hydrologic conveyance is not reduced or impaired. Bridging  
283 is required wherever practicable. The following factors shall be considered when  
284 determining if bridging of the wetlands is practicable: 1) the degree of water flow within  
285 the wetland, 2) the length of the wetland crossing, 3) the topography of the wetland and  
286 associated upland, and 4) the degree to which a roadway would adversely affect the  
287 movement of wildlife expected to use the wetland. Road and bridge crossings shall be  
288 designed and constructed to minimize wetland and upland impacts and must comply with  
289 paragraph 3 of Article VII below.  
290

291 13. Certain recreational facilities to include boat ramps, fishing piers, parks picnic areas and  
292 pavilions, playgrounds/tot lots, nature facilities, but excluding any sports or ball fields,  
293 including baseball fields, soccer fields, tennis courts, basketball courts and golf courses.  
294 In addition, parking facilities are allowed, but shall be constructed with pervious surfaces,  
295 unless it is impractical to use pervious surfaces, in which event impervious surfaces may  
296 be used. Boat ramps, fishing piers and access roads may cross wetlands, but must be  
297 minimized to the maximum extent practicable. All other facilities may only be located in  
298 uplands. Access roads to serve recreational uses and activities must use existing roads to  
299 the maximum extent practicable and otherwise must comply with paragraph 3 of Article  
300 VII below and paragraph 11 above.  
301

302 The total number of acres that can be impacted within Type 1 and Type 2 Conservation Units by  
303 Land Disturbance associated with activities allowed by subparagraphs 4, 6, 8, and 10 of Article V  
304 related to Type I Conservation Units and subparagraphs 11 and 12 of Article V related to Type II  
305 Conservation Units is 100 acres, which is 1% of the total number of acres within the Conservation  
306 Units. The following activities listed in the referenced subparagraphs shall not be subject to the  
307 Land Disturbance restriction: pervious non-motorized recreational trails, such as hiking, biking,  
308 horseback riding trails and boardwalks. Areas which are temporarily disturbed by activities in the  
309 referenced subparagraphs will not count toward the 100 acre cap, if restored within one (1) year  
310 of the disturbance. The number of acres subjected to Land Disturbance shall be reported on a sub-  
311 watershed basis in the required annual reports. Any proposed Land Disturbance acreage within  
312 altered wetlands in a Type I or Type II Conservation Unit shall be offset by an equal acreage  
313 amount consisting of preserved altered wetlands outside of the Conservation Unit but located in  
314 the same sub-watershed. Direct impacts to altered wetlands within Conservation Units shall be  
315 conducted consistent with the applicable provisions in Article VII. Any proposed Land  
316 Disturbance acreage within uplands in a Type I or Type II Conservation Unit shall be offset by an  
317 equal acreage amount consisting of preserved upland buffers outside of the Conservation Unit but  
318 located in the same sub-watershed. This offset shall be included in the individual project approval



that approves Land Disturbance to the Type I or Type II Conservation Unit and will further be reported in the required annual report.

DEP's approval shall be required for any uses, activities or facilities sought to be constructed in Conservation Units as allowed by subparagraphs 4, 6, 8, 10, and 11 of Article V related to Type I Conservation Units and subparagraphs 12 and 13 of Article V related to Type II Conservation Units ("Conservation Unit Project Approval"). Written authorization under this Agreement for allowable projects within Conservation Units is required prior to initiation of construction. If the allowable project is located in State Sovereign Lands, then separate Sovereign Lands approval is required. Conservation Unit Project Approval shall generally be conducted consistent with Article IX, and will include a use of the Conservation Unit Checklist (**Exhibit 18**) applicable to allowances of uses, activities and facilities in the Conservation Units. In applying for Conservation Unit Project Approval an applicant will be required to include an avoidance and minimization impact analysis with respect to the proposed uses, activities and facilities and review by DEP will include a review of the total scale of facility to ensure that the proposed use, activity or facility is limited and consistent with the preservation objectives of the Conservation Units.

## **VI. Permitted Activities**

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

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

## **VII. Wetland Impacts and Stormwater**

The Agreement Area, as depicted in **Exhibit 1**, is divided into six sub-watersheds, including: Peach Creek Subwatershed, Mitchell River - Choctawhatchee River Subwatershed, Intracoastal Waterway- West Bay Watershed, East River – Choctawhatchee River Watershed, Pine Log Creek Watershed and Crooked Creek- West Bay Watershed. For the purposes of this Agreement, the identification and delineation of wetlands must be in accordance with the most recent guidance and wetland delineation manual or manual supplement issued by USACE (which as of this date is the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Atlantic and Gulf Coastal Plain Region (2010), or the State of Florida methodology prescribed in Chapter 62-340, F.A.C., *Delineation of the Landward Extent of Wetlands and Surface Waters*, or a combination of both, in order to establish one jurisdictional wetland line for all individual project approvals that is the most landward line of wetlands. Wetlands shall be delineated for each individual project approval which proposes impacts to wetlands by flagging located either by Global Positioning System or survey.

Wetlands in each basin have been identified, mapped and classified as either altered or high quality, **Exhibit 19**. Altered wetlands are wetlands that have been planted in pine trees (silviculture lands) as shown on the aerial dated March 2013 (see **Exhibit 20**) and are to remain altered unless and to the extent the silviculture activities in any area of altered wetlands remains dormant for more than 5 years. Altered wetlands are hydric pine plantations. The class of altered wetlands also includes ditches and borrow pits. High quality wetlands are all other jurisdictional wetlands and include cypress domes/strands, bay/gallberry swamps, cypress swamp areas, seepage slopes, Hypericum bogs, emergent marsh and other similar areas.

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

1. Impacts to altered wetlands shall not exceed 23% of the total converted altered wetlands in any one sub-watershed. the area within a particular sub-watershed to be used to make the 23% calculation does not include areas within Conservation Units located within the sub-watershed. Sub-watersheds are depicted in **Exhibit 3**.
2. Projects may impact more than 23% of the altered wetlands within an individual project site, if cumulative altered wetland impacts for all approved projects within the sub-watershed do not exceed the 23% requirement at any given time. Examples of where this may occur include:
  - a. An applicant proposes an individual project, which would impact 10 acres of the 100 acres of altered wetlands located within the proposed project site and preserve the remaining 90 acres of altered wetlands through placement under a conservation easement. This example would result in an altered wetland overage of 13 acres, since 77 acres of altered wetland preservation would be required to comply with the 23% allowable impacts to altered wetlands within a specific watershed. The same applicant, or succeeding assignee, with a subsequent individual project, located at a different site within the same watershed, and containing a total of 5 acres of altered wetlands, proposes to impact all 5 acres of altered wetlands for the project. The applicant may use 3.85 acres of the 13 acre overage of preserved converted wetlands from the first project to comply with the 23% 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 23% allowable impacts to altered  
413           wetlands requirement, the applicant would preserve 33.5 acres of altered wetlands  
414           through the placement of a conservation easement, elsewhere within the same sub-  
415           watershed in which the impact site is located.
- 416
- 417       3. Impacts to high quality wetlands:
- 418
- 419           a. Shall be limited to road and bridge crossings, boardwalks and paths, linear  
420           infrastructure (which includes stormwater conveyances but not stormwater ponds),  
421           utility corridors, and any other linear access facilities necessary to support the  
422           associated development and shall typically not exceed a width of 100 feet of  
423           combined filling or clearing at each crossing, but may in certain cases, consistent  
424           with the criteria in this section, be allowed up to a total width of 160 feet. Florida  
425           Department of Transportation roads may be allowed up to a width of 200 feet  
426           consistent with criteria in this section.
- 427           b. The aggregate total filling or clearing of high quality wetlands for crossings and  
428           other linear infrastructure within the Agreement Area shall not exceed 100 acres.
- 429           c. The first preference for new high quality wetland road crossings will be at existing  
430           silviculture road crossings. Crossings at locations other than existing silviculture  
431           roads can be authorized on a case-by-case basis. All crossings, whether at existing  
432           silviculture roads or locations other than existing silviculture roads, will be  
433           designed and constructed to minimize high quality wetland impacts.
- 434           d. For each crossing proposed at a point where no previous crossing existed, an  
435           existing silviculture road crossing within the same sub-watershed must be removed  
436           and the wetland hydrologic connection including any associated natural stream or  
437           tributary within the area of removal, shall be restored. Restoration in this section is  
438           defined as re-establishment of natural soil surface grades and natural re-vegetation  
439           is being allowed to occur no later than February 15<sup>th</sup> of each year following the date  
440           of the initiation of construction of the new crossing. Projects authorized 45 days  
441           prior to February 15<sup>th</sup> may be completed by the following year after that. Once all  
442           existing silviculture road crossings of high quality wetlands within a sub-basin have  
443           been restored within a particular sub-basin, this requirement shall lapse.
- 444
- 445       4. All crossings in wetlands shall be designed so that the hydrologic conveyance is not  
446       reduced or impaired. Bridging, co-locating utilities and infrastructure and directional  
447       boring is required wherever practical. The following factors shall be considered when  
448       determining if bridging or directional boring of the wetlands is practical: 1) the degree of  
449       water flow within the wetland, 2) the length of the wetland crossing, 3) the topography of  
450       the wetland and associated upland, and 4) the degree to which a roadway would adversely  
451       affect the movement of wildlife expected to use the wetland.
- 452
- 453       5. Surface Water management systems for all projects authorized by this Agreement shall be  
454       designed, constructed, operated and maintained in compliance with Chapter 62-330,  
455       F.A.C., and the 2018 Applicant's Handbook, Volume 2 and shall include an additional

level of treatment that is 50% above the treatment that is required for a non-OFW. Although the Surface Water Management systems will be designed to meet OFW standards, water quality standards appropriate to the receiving waters shall be applied for determining compliance with water quality standards.

## **VIII. Mitigation**

1. Within the Agreement Area, individual project wetland impact mitigation may be satisfied within (1) mitigation banks, (2) designated Conservation Units, or (3) within the project area. The first priority for compensatory mitigation of permitted wetland impacts in the RGP area is restoration/enhancement-based activities at one of the two following mitigation banks: the Breakfast Point Mitigation Bank for projects within the Breakfast Point Basin; and the Devils Swamp Mitigation Bank for projects within the Devils Swamp Basin.
2. Mitigation for impacts to estuarine wetlands will be ecologically appropriate and sufficient based on an individual project evaluation. Factors to be considered in determining if additional mitigation is needed for impacts to estuarine wetlands shall include:
  - a. the extent of direct impacts from fill, including pilings and support structures,
  - b. the amount of shading or other secondary impacts expected to result from the activity, and
  - c. impacts from construction methodologies, such as barge access or the use of heavy equipment. Mitigation for impacts to estuarine wetlands shall be conducted either on site or within a Conservation Unit that contains estuarine systems.
3. St. Joe has provided reasonable assurances that there is an adequate amount of mitigation currently available or potentially available in mitigation banks and Conservation Units for all individual project impacts that may be authorized under this Agreement. In order for DEP to regularly monitor the number of available credits or potentially available functional units, St. Joe shall prepare and submit to DEP an updated report with each application for an individual project approval summarizing the number of credits that are available in mitigation banks and the number of functional units that are potentially available in Conservation Units . DEP will utilize this information to determine if trends warrant that St. Joe initiate a process to make available additional mitigation credits or functional units form existing Conservation Unit acreage in one thousand (1,000) acre or larger increments. This determination will be based on whether there is an adequate supply of credits to satisfy the rate of credit absorption within the EMA boundary.

## **IX. Individual Project Approval**

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

aspects of the Applicants Handbook, Volume I as they related to the procedures contained in this Agreement.

### **Pre-Application Process**

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

### **Formal Individual Project Review**

To commence the review of an application for an individual project approval, the applicant shall prepare an application using the form *Joint Application for Works in the Waters of Florida Form #62-330. 060(1)*, or other joint application forms accepted by both USACE and DEP. It must include all of the information required in the Individual Project Approval Checklist (**Exhibit 21**). The application shall be submitted to USACE and DEP at least two weeks prior to a meeting with USACE and DEP to review the application. A processing fee shall accompany each application in an amount consistent with the fee schedule set forth in Rule 62-330.071, F.A.C. The form shall be completed pursuant to the instructions, with the exception of items 7 and 8, which shall be completed as follows:

Item 7. Desired Permit Duration: Duration of individual project approvals shall be 10 years, unless a longer duration is specified in any issued individual project approval.

Item 8. General Permit or Exemption Requested: *St. Joe Ecosystem Management Agreement for Bay-Walton Sector Plan Area* should be referenced here.

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

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

1. The necessary technical information, drawings and calculations describing the stormwater management system proposed for the individual project and

- 548
- 549 2. Documentation of coordination with the State Historic Preservation Officer regarding any
- 550 needed archaeological and historical surveys for the project area, and any measures
- 551 needed to avoid, minimize or mitigate adverse impacts to sites of historical or
- 552 archaeological value.
- 553
- 554 3. Documentation of coordination with the FWC regarding any needed fish and wildlife
- 555 surveys for the project area, and any measures needed to avoid, minimize or mitigate
- 556 adverse impacts to listed/protected fish and wildlife species and their habitat, including
- 557 any plan to obtain a permit if required by Chapter 68A-27, F.A.C.
- 558

559 Additionally, DEP and St. Joe will discuss the need for a separate approval to use sovereign

560 submerged lands to implement the proposed project. If sovereign submerged lands approval is

561 needed, every effort will be made to process such approval concurrently with the individual project

562 review required by this Agreement.

563

564 Upon receipt of the complete application for individual project approval, DEP will have 60 days

565 to review the information for compliance with the terms of this Agreement. The review shall also

566 consider St. Joe's history of compliance with previously issued permits, and individual project

567 approvals granted under this Agreement, as a factor in determining if reasonable assurance has

568 been provided that the terms of the Agreement as applied in the individual project approval will

569 be met. A history of non-compliance with previously issued permits and individual project

570 approvals may serve as the basis for project denial, modification, or the addition of specific

571 conditions, based on the nature, severity, and extent of the non-compliance.

572

573 If the application provides reasonable assurance that the project complies with the terms of this

574 Agreement, DEP shall approve the individual project by issuing letter of approval or denial of

575 the individual project that shall include a point of entry for challenging the agency action. The

576 letter will also include a public notice of the agency action that St. Joe shall publish in a

577 newspaper of general circulation in the county where the individual project is located, which

578 publication shall be accomplished in the same manner as provided in Rule 62-110.106(5), F.A.C.

579

### 580 **Preservation of Third Party Rights**

581 This Agreement is not intended to alter or modify the rights of third parties to challenge agency

582 actions, except that the requirements imposed by this Agreement for stormwater management

583 systems, dredge and fill of wetlands, and wetlands impact mitigation shall govern rather than the

584 requirements of Florida Statutes and Florida Administrative Code.

585

586 If the DEP proposes to issue an individual project approval pursuant to Article IX of this

587 Agreement, any Florida corporation not for profit which meets the requirements of subsection

588 403.412(6), F.S., and any person whose substantial interests will be determined or affected by

589 individual project approvals under the Agreement may petition DEP for a formal administrative

590 hearing pursuant to section 120.569 or 120.57, F.S.

591

592 The scope of a challenge to an individual project approval is limited to whether the individual

593 project approval complies with this Agreement, such as whether the stormwater management

system, the dredging and filling of waters of the state and the mitigation to offset wetland impacts proposed for an individual project approval comply with this Agreement.

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

The general conditions contained in **Exhibit 22** shall be conditions of any individual project approval.

If mitigation for the project is provided in a mitigation bank, the approval shall specify the number of credits and type to be used to offset the project impacts. If mitigation of the individual project is to be provided on-site, in a Conservation Unit, rather than a mitigation bank, the individual project approval shall specify the number and type of functional units to be used to offset project impacts, as well as any associated requirements for monitoring the success of the mitigation.

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

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

#### **Web Site for Public Information**

DEP agrees to maintain a web site, accessible to the public, containing information regarding individual projects reviewed under the Agreement. At a minimum, the web site will include information on the individual projects approved, or pending approval by DEP. This information may be viewed at the following web address: <https://floridadep.gov/northwest/nw-permitting/content/st-joe-company-ema-3>. Posting of such information does not constitute public notice of a point of entry to challenge DEP's action on individual project approvals. Such public notice shall be accomplished as set forth above in this Article.

### **X. St. Joe Commitments**

St. Joe agrees to the following commitments:



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 conditions of the individual project approval.
5. Mitigation will occur prior to or concurrently with permitted impacts.
6. For mitigation conducted outside of a mitigation bank or for wetlands not authorized for impact and their buffers (as set forth in paragraph 12 below) a perpetual conservation easement will be placed on such property prior to conducting the activities authorized in the project approval letter as set forth in Article IX. The easement shall be in the form of the applicable easement document in **Exhibit 23**.
7. The St. Joe Company shall place perpetual conservation easements on portions of Conservation Units equal to the percentage of the total acreage of approved projects in each sub-watershed within the EMA area. Approved projects in this special condition includes those projects within the EMA area having received approval under this Agreement plus any other projects within the EMA area having received approval from Bay County or Walton County during the preceding year, but which do not require specific approval under this Agreement. To determine the acreage of the Conservation Units that must be placed under an easement:
  - a. Divide the total acreage within approved project boundaries in a sub-watershed (including impact and preserved area), for the previous year, by the total acreage of land within the sub-watershed minus the area of any Conservation Units within the same sub-watershed. To comply with this condition only, the Intracoastal Waterway Sub-watershed and the Crooked Creek West Bay sub-watershed shall be combined and treated as a single Conservation Unit.
  - b. This percentage of the Conservation Units in each sub-watershed shall be placed under a conservation easement within six months from the date of the individual project approval or for approved projects that do not require specific approval under this Agreement, within six months from project approval by Bay County.

- 683 c. The cumulative acreage of Conservation Units conveyed to governmental entities  
684 or 501C(3) conservation organization buyers shall count toward the acreage which  
685 is required to be placed under a conservation easement.  
686
- 687 d. Once all Conservation Unit acreage within a sub-basin has been placed under  
688 conservation easement, this requirement shall cease for projects associated with the  
689 subbasin.  
690
- 691 8. Sale or transfer of a Conservation Unit may only be made to a governmental entity or a  
692 non-profit conservation/natural resource management entity. If a Conservation Unit or  
693 any portion thereof or interest therein is conveyed to subsequent owners, if not already  
694 subject to a conservation easement pursuant to paragraph 8 of Article X above, the St. Joe  
695 Company shall place conservation easements on such property to assure the perpetual  
696 conservation use of the Conservation Unit as described in Article V with respect to Type  
697 I Conservation Units and type II Conservation Units above. The perpetual conservation  
698 easement shall be in the form of **Exhibit 24** for Type I conservation Units and **Exhibit 25**  
699 for Type II Conservation Units. Within seven (7) days of conveyance of any portion or  
700 interest of a conservation Unit, The St. Joe Company shall provide to the new owner a  
701 complete copy of the Agreement. Written assurance that a complete copy of the  
702 Agreement has been given and received shall be provided to DEP by the St. Joe Company  
703 within fourteen days of any such conveyance. The written assurance shall consist of a  
704 letter to DEP stating that the conveyance has taken place and shall be signed by the  
705 appropriate representatives of The St. Joe Company and the new owner.  
706
- 707 9. Stormwater management systems in project areas within the Agreement Area will be  
708 designed, constructed and maintained to meet the Stormwater NEB Criteria as set forth in  
709 Section VII and to adhere to the Sediment and Erosion Control NEB Criteria as set forth  
710 in **Exhibit 2**.  
711
- 712 10. There will be no wetland or other surface water fill for septic tanks or drain fields, however  
713 composting aerobic restrooms are allowed in conjunction with recreational facilities.  
714
- 715 11. St. Joe base maps will depict the location of Conservation Units to assure each business  
716 unit within the company is aware of their location and restrictions placed upon them to  
717 assure that there is no encroachment or activity incompatible with the activities  
718 specifically authorized in Article V.  
719
- 720 12. In general, high quality wetlands shall be buffered from development by uplands and/or  
721 altered wetlands. Except at road crossings, upland and/or altered wetland buffers adjacent  
722 to high quality wetlands shall be an average of 50 feet wide, with a minimum 30-foot  
723 width for each individual project area. Except at road crossings, high quality wetlands,  
724 altered wetlands and uplands shall buffer natural streams and tributaries located in  
725 Conservation Units. The exact width of the buffer from the natural streams and tributaries  
726 located in Conservation Units shall be evaluated and determined during Individual Project  
727 review. The buffer along natural streams and tributaries located in Conservation Units  
728 shall be a minimum of 100 feet as measured from the edge of the stream or tributary. All



729 buffers, whether upland or wetland, will be preserved and maintained in a natural  
730 condition, except for the construction of boardwalks for dock access and on-grade trails.  
731 These buffers may be enhanced or restored to a more natural condition. They may also be  
732 managed to provide an urban wildfire interface, as may be requested by local emergency  
733 management officials, and as may be approved following coordination with regulatory  
734 agencies. Application of fertilizers, herbicides and pesticides is prohibited in all buffers,  
735 except to the extent herbicides are used to control exotic vegetation.  
736

- 737 13. Only clean fill and rock material compatible with existing soils (e.g., soil, rock, sand, marl,  
738 clay, stone, and/or concrete rubble) shall be used for wetland fill.  
739
- 740 14. No wetland fill shall sever a hydrological connection in high quality wetlands. Small areas  
741 of altered wetlands may be severed, as approved on a case-by-case basis, provided the  
742 requirements pertaining to altered wetland impacts are met (see Article VII [2]) and  
743 compensatory mitigation as described in Article VIII is provided for the area of altered  
744 wetlands within the severed area. Severed wetlands will be considered to be impacted  
745 for purposes of this EMA.  
746
- 747 15. No work is authorized under this Agreement on properties listed or eligible for listing in  
748 the National Register of Historic Places.  
749
- 750 16. When required by the State Historic Preservation Officer, St. Joe will conduct a Phase I  
751 archeological and historical survey on each individual project site. This information will  
752 be provided to the State Historic Preservation Officer, DEP and USACE so that measures  
753 can be identified to avoid, minimize or mitigate adverse impacts to historic properties  
754 listed, or eligible for listing in the National Register of Historic Places, or otherwise of  
755 historical or archeological value.  
756
- 757 17. No activity is authorized by this Agreement that is likely to adversely affect a federal or  
758 state listed/protected species or a species proposed for such designation, or destroy or  
759 adversely modify its designated critical habitat.  
760
- 761 18. St. Joe certifies that it has and will maintain internal systems and controls to ensure  
762 adherence to these commitments and implementation of this Agreement.  
763  
764

## 765 **XI. Monitoring and Reporting**

766

- 767 1. St. Joe shall establish and maintain a GIS based ledger and map for each basin and sub-  
768 watershed, depicting the amount, type and percentage of wetland impact and mitigation  
769 implemented in the Agreement Area. An updated ledger balance sheet demonstrating  
770 compliance with the Agreement shall be submitted with each individual request for project  
771 approval. The ledger will include the following by sub-watershed:  
772
- 773 a. Total high quality and altered wetlands in the Agreement Area.
  - 774 b. Total project size - uplands and wetlands.

- 775 c. Project impacts - high quality and altered amount and percent of total.  
776 d. Mitigation required and location.  
777 e. Cumulative project impacts (acreage total and percentage).  
778 f. Total high quality and altered wetlands remaining in the Agreement Area.  
779 g. Mitigation bank credit use categorized by rate of use, year used, and anticipated use  
780 for the upcoming year.  
781
- 782 2. St. Joe shall submit an annual report by February 15 from the preceding calendar year  
783 identifying:  
784
- 785 a. Total project acres approved;  
786 b. The location and acreage of any mitigation activity undertaken;  
787 c. Conservation easements executed and recorded;  
788 d. Conservation Units conveyed to other owners;  
789 e. Activities undertaken within Conservation Units including the total number of acres  
790 of Land Disturbance;  
791 f. The number of high quality wetland road crossings restored; and  
792 g. Other activities that may impact this Agreement.  
793  
794

## 795 **XII. Net Ecosystem Benefits**

796

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

- 799 1. Implementation of this Agreement satisfies applicable standards and criteria, and includes  
800 commitments to various operational, mitigation and conservation conditions that exceed  
801 current regulatory requirements.  
802
- 803 2. Implementation of this Agreement will result in a significant reduction in overall risks to  
804 the environment compared to activities conducted in the absence of the criteria and  
805 limitations contained in this Agreement.  
806
- 807 3. Implementation of this Agreement will result in conservation at a regional landscape-scale,  
808 which protects the best possible diversity and extent of habitats, ahead of development.  
809
- 810 4. The regional conservation plan established by this Agreement increases the ability of  
811 adjacent, existing and proposed, public conservation lands and waters to sustain long term  
812 ecological values, enhance regional wildlife dispersal and survival, protect regional water  
813 resources, and create significant opportunities for public nature based recreation.  
814

815 The specific NEBs provided by this Agreement are as follows:  
816

- 817 1. Twelve (12) Conservation Units will be established as depicted on **Exhibits 5-16**, in  
818 addition to mitigation required for wetland impacts. The Conservation Units and  
819 preserved mitigation areas link wildlife corridors and protected upland/wetland habitats  
820 to create more sustained wildlife corridors, which will help to preserve the ecological

integrity of two of Northwest Florida's most rapidly developing watersheds. The Conservation Units and preserved mitigation areas also help protect water quality and quantity by reducing flows and flooding and creating hydro-patterns of well drained areas. Preservation of the Conservation Units will also occur due to projects which themselves do not impact wetlands.

2. The wetland and other surface water impact limiting criteria included in the Agreement will result in a larger percentage of preserved wetlands and uplands than would otherwise be expected as a result of the usual permitting process. In total, 92% of all wetlands and 99% of all high quality wetlands in the Agreement area will be preserved.
3. Through this Agreement, both uplands and wetlands have the opportunity to be enhanced or restored in the Conservation Units and protected in perpetuity. Significant uplands, such as xeric sandhills, scrubby flatwoods and mesic flatwoods were included in Conservation Units to increase habitat diversity, wildlife conservation and corridor values adjacent to high priority wetlands.
4. By protecting and providing the ability to enhance uplands within the Conservation Units, The St. Joe Company is providing potential habitat for the flatwoods salamander, a federally listed threatened species.
5. Throughout the Agreement Area, wetland delineations will be conducted utilizing the most landward line of wetlands, rather than one Federal and one State line.
6. Development immediately next to unconverted high quality wetlands will have a buffer of uplands and/or altered wetlands with an average width of 50 feet and a minimum width of 30 feet, which exceeds the requirement of the existing rule.
7. Streams and tributaries within the Conservation Units will have a minimum buffer of 100 feet, which exceeds the requirement of the existing rule.
8. No fill for septic tanks or drain fields will occur in wetlands.
9. All development will be designed, constructed and maintained to meet the Stormwater NEB Criteria as set forth in Section VII and to adhere to the Sediment and Erosion Control NEB Criteria as set forth in **Exhibit 2**. As such, Surface Water Management Systems for all projects authorized by this EMA shall be designed, constructed, operated, and maintained in compliance with the applicable rules adopted under Part IV of Chapter 373, F.S., including the Applicant's Handbook incorporated by reference in those rules; and shall include an additional level of treatment that is 50% above the treatment that is required for a non-OFW. Although the Surface Water Management systems will be designed to meet OFW standards, water quality standards appropriate to the receiving waters shall be applied for determining compliance with water quality standards following DEP's Operation and Maintenance authorization.

866 10. Development projects shall be subject to the Sediment and Erosion Control NEB Criteria  
867 set forth in **Exhibit 2**, which provide additional protection over and above those contained  
868 in Applicant's Handbook, Volume I.  
869

870 11. The criteria and obligations contained in this Agreement provide a more effective  
871 mechanism to address cumulative and secondary impacts associated with the types of  
872 development authorized in this Agreement. Instead of addressing cumulative and  
873 secondary impacts on a piecemeal basis, the comprehensive approach taken in this  
874 Agreement, which includes limitations on wetland impacts, protection of upland areas,  
875 preservation of Conservation Units and preservation of non-impacted wetlands and upland  
876 buffers, provides a complete basis to address cumulative and secondary impacts over and  
877 above that which could be accomplished through normal permitting practices.  
878

879 12. This Ecosystem Management Agreement preserves the landward extent of  
880 Choctawhatchee River floodplain and provides upland buffers that would otherwise not  
881 be part of a conservation framework. This provides greater protections to both the  
882 Choctawhatchee River, Bay, associated wetlands and tributaries within the EMA  
883 boundary.  
884

### 885 **XIII. Amendments**

886  
887  
888 This Agreement may be modified at any time by written amendment approved by both parties,  
889 which shall be submitted, reviewed and processed in the same manner as this Agreement or as  
890 otherwise provided for by law. Amendments must be consistent with the provisions of sections  
891 403.075 and 403.0752, F.S.  
892

### 893 **XIV. Term of Agreement**

894  
895 This Agreement shall be perpetual, unless modified according to Article XIII or terminated  
896 according to Article XV.  
897

### 898 **XV. Termination**

899  
900  
901 1. DEP may terminate or request renegotiation of this Agreement by giving thirty (30) days  
902 prior written notice to St. Joe if DEP demonstrates that:  
903

- 904 a. There has been a material change in conditions which existed at the time of the  
905 original Agreement such that the intended NEBs are not being, or may not  
906 reasonably be expected to be, achieved through continuation of the Agreement.  
907 b. St. Joe is in material breach of the terms of the Agreement.  
908

909 Nothing in this paragraph shall preclude DEP from taking appropriate enforcement action in lieu  
910 of or in combination with termination for violations of this Agreement or any individual project  
911 approval issued hereunder.

- 912  
913 2. St. Joe may terminate this Agreement for any reason by giving thirty (30) days prior  
914 written notice to DEP as provided in Article XVI, provided that:  
915  
916 a. The mitigation commitments identified in the individual project approvals which  
917 have been issued are fulfilled or agreements are entered into to ensure fulfillment.  
918 b. The conservation easements required by the Agreement and individual project  
919 approvals up to the time of termination have been properly executed, delivered and  
920 recorded.  
921  
922 3. Upon termination of the Agreement, previously issued project approval letters shall  
923 remain in effect for the duration of such approval. Such individual projects shall  
924 continue to be subject to the General and Specific Conditions included in the individual  
925 project approval letter, and the terms of this Agreement.  
926  
927

928 **XVI. Notices**  
929

930 Notices under this Agreement shall be sent by certified mail, return receipt requested, express mail  
931 or electronically to the parties.  
932

933 **XVII. Effective Date**  
934  
935

936 The effective date of this Agreement shall be the date on which the last party executed the  
937 Agreement.  
938  
939

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

**EXECUTION AND CLERKING**

**THE ST. JOE COMPANY**

**Executed in Pensacola, Florida**

**STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**



District Director – Northwest District

July 28, 2025

**Date**

August 4, 2025

**Date**

**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**

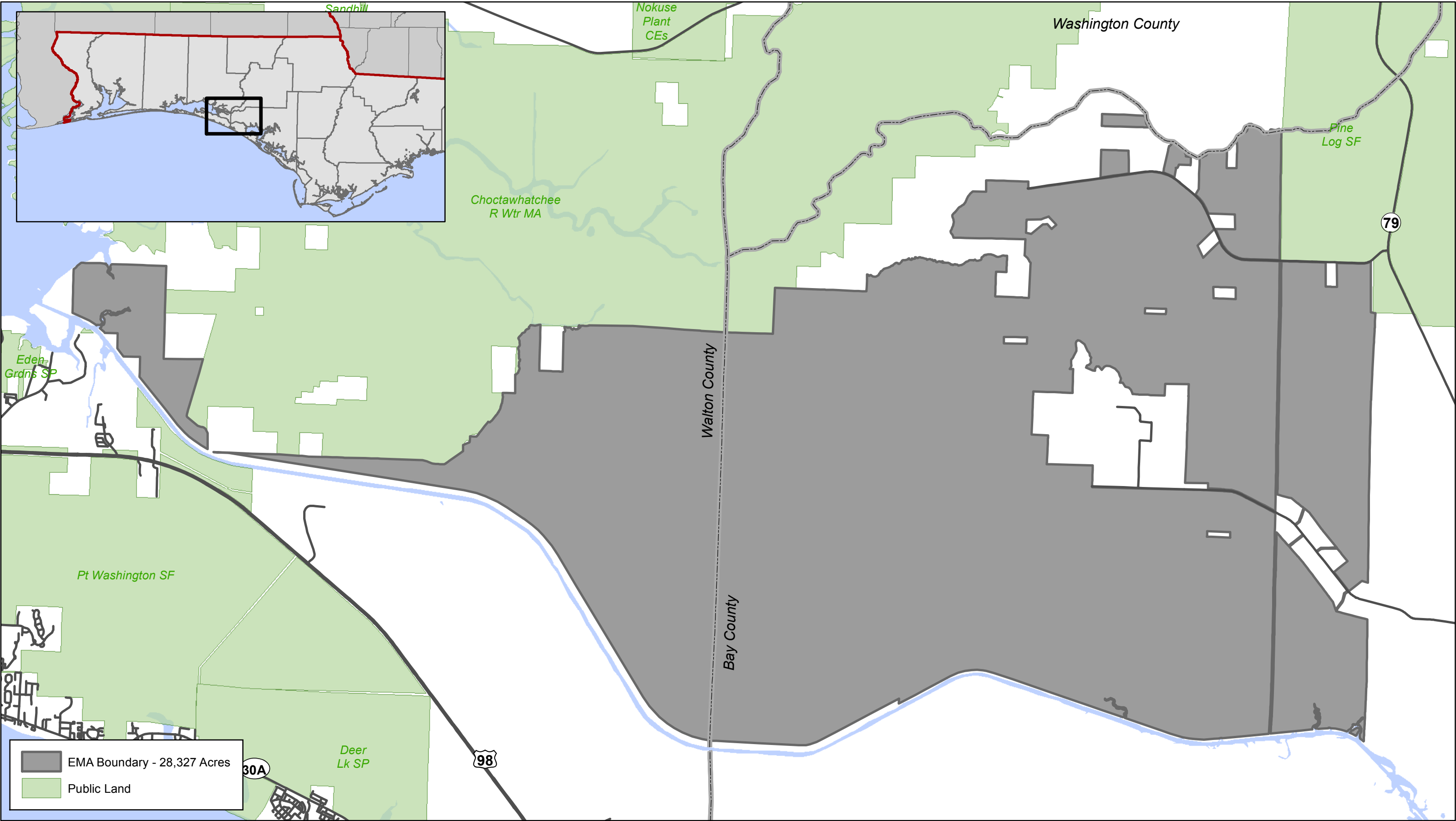
**FILED**, on this date, pursuant to Section 120.52., F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



August 4, 2025

**Clerk**

**Date**



# ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN BOUNDARY MAP

Exhibit 1  
June 2016

0 1 2 Miles  
1 in = 1 miles  
1:60,000





**The St. Joe Company / Florida Department of Environmental Protection  
Ecosystem Management Agreement**

**Checklist for Sediment and Erosion Control Plans**

**Minimum Standards:** All applicable minimum standards set forth in Part IV (Erosion and Sediment Control) of the Environmental Resource Permit Applicant's Handbook Volume I must be addressed. In addition to the applicable minimum standards, projects subject to the Ecosystem Management Agreement that are greater than 1 acre must prepare a sediment and erosion control plan in accordance with this checklist.

The engineer of record must prepare and submit a sediment and erosion control plan in accordance with this checklist at the time of Individual Project Approval. A copy of the sediment and erosion control plan prepared at the time of Individual Project Approval must be provided to all contractors by the permittee. Prior to the commencement of construction, the name and contact information of the contractor that is responsible for the implementation of the sediment and erosion control plan shall be provided to FDEP by the permittee and all applicable permits shall be obtained.

**Modifications to the sediment and erosion control plan that may be necessary before or during construction must be documented and submitted to FDEP by the engineer of record and/or the contractor responsible for implementing the sediment and erosion control plan.**

**NARRATIVE**

- \_\_\_\_\_ Project description – Briefly describes the nature and purpose of the land-disturbing activity, and the area (acres) to be disturbed.
- \_\_\_\_\_ Existing site conditions – A description of the existing topography, vegetation, wetlands, and drainage features.
- \_\_\_\_\_ Adjacent areas – A description of neighboring areas such as streams, lakes, residential areas, roads, etc., which might be affected by the land disturbances.
- \_\_\_\_\_ Off-site areas – Describe any off-site land-disturbing activities that will occur (including borrow sites, waste or surplus areas, etc.). Will any other areas be disturbed?
- \_\_\_\_\_ Soils – A brief description of the soils on the site giving such information as soil name, mapping unit, erodibility, permeability, depth, texture and soil structure.

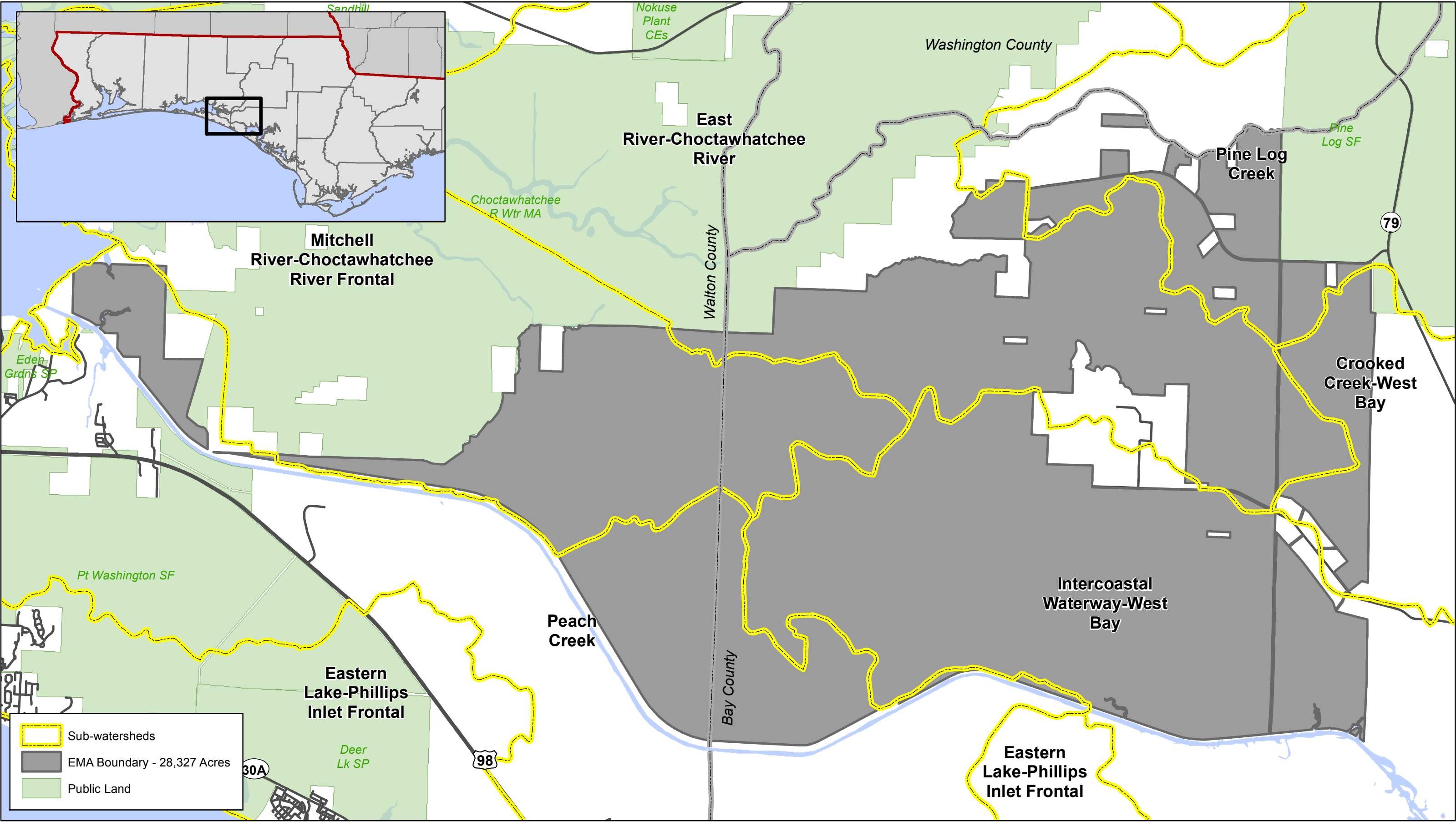
- \_\_\_\_\_ Critical areas – A description of areas on the site which have potentially serious erosion problems (e.g., steep slopes, channels, wet weather / underground springs, etc.).
- \_\_\_\_\_ Erosion and sediment control measures – A description of the methods which will be used to control erosion and sedimentation on the site.
- \_\_\_\_\_ Permanent stabilization – A brief description, including specifications, of how the site will be stabilized after construction is completed.
- \_\_\_\_\_ Stormwater runoff consideration – Will the development site cause an increase in peak runoff rates? Will the increase in runoff cause flooding or channel degradation downstream? Describe the strategy to control stormwater runoff.

#### SITE PLAN

- \_\_\_\_\_ Vicinity map – A small map locating the site in relation to the surrounding area. Include any landmarks which might assist in locating the site.
- \_\_\_\_\_ Indicate north – The direction of north in relation to the site.
- \_\_\_\_\_ Aerial photograph – A copy of the most recently available aerial photograph
- \_\_\_\_\_ Limits of clearing and grading – Areas which are to be cleared and graded.
- \_\_\_\_\_ Existing contours – The existing contours of the site.
- \_\_\_\_\_ Final contours – Changes to the existing contours, including final drainage patterns.
- \_\_\_\_\_ Existing vegetation – The existing tree lines, grassed areas, or wetlands.
- \_\_\_\_\_ Soils – The boundaries of different soil types.
- \_\_\_\_\_ Existing drainage patterns – The dividing lines and the direction of flow for the different drainage areas. Include the size (acreage) of each drainage area.
- \_\_\_\_\_ Critical erosion areas – Areas with potentially serious erosion problems.
- \_\_\_\_\_ Site Development – Show all improvements such as buildings, parking lots, access roads, utility construction, etc.

- \_\_\_\_\_ Location of practices – The locations of erosion and sediment controls and stormwater management practices used on the site, including identification of all of the temporary stabilization measures that will be used during construction.
- \_\_\_\_\_ Off-site areas – Identify any off-site land-disturbing activities (e.g., borrow sites, waste areas, etc.). Show location of erosion controls. (Is there sufficient information to assure adequate protection and stabilization?)
- \_\_\_\_\_ Detail drawings – Any structural practices used that are not referenced to the stormwater manual or local handbooks should be explained and illustrated with detail drawings.
- \_\_\_\_\_ Maintenance – A schedule of regular inspections and repair of erosion and sediment control structures should be set forth.

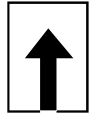
**NOTE: Acceptance and implementation of the sediment and erosion control plan does not in and of itself excuse any potential violation of the applicable laws and regulations. If a violation occurs, corrective actions must be taken, which may include implementing a revised sediment and erosion control plan. Also, in accordance with applicable laws and regulations, the permittee is ultimately responsible for violations that may occur.**



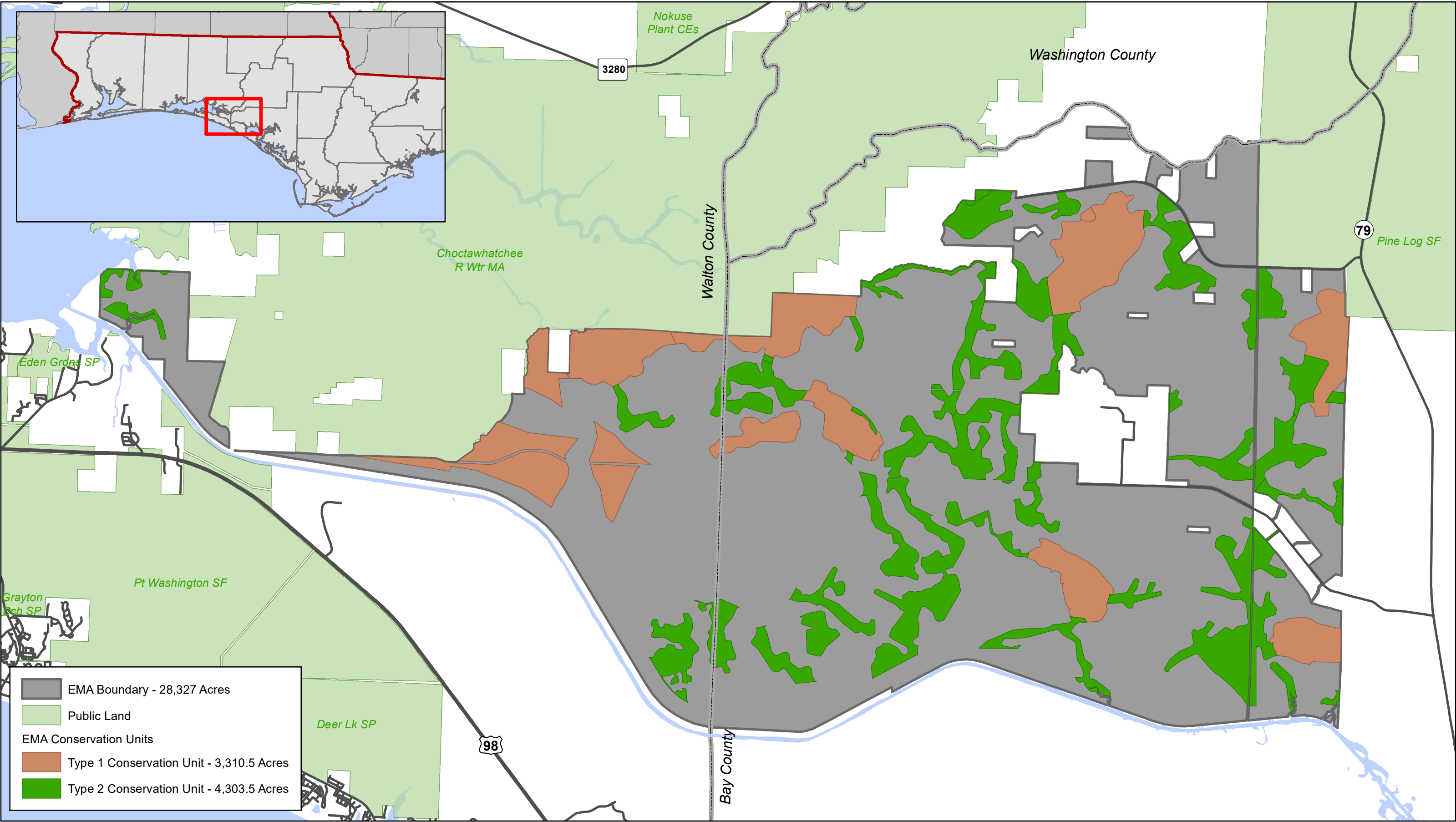
# ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

## SUB-WATERSHED (HUC 12) MAP

Exhibit 3  
June 2016



1 in = 1 miles  
1:60,000



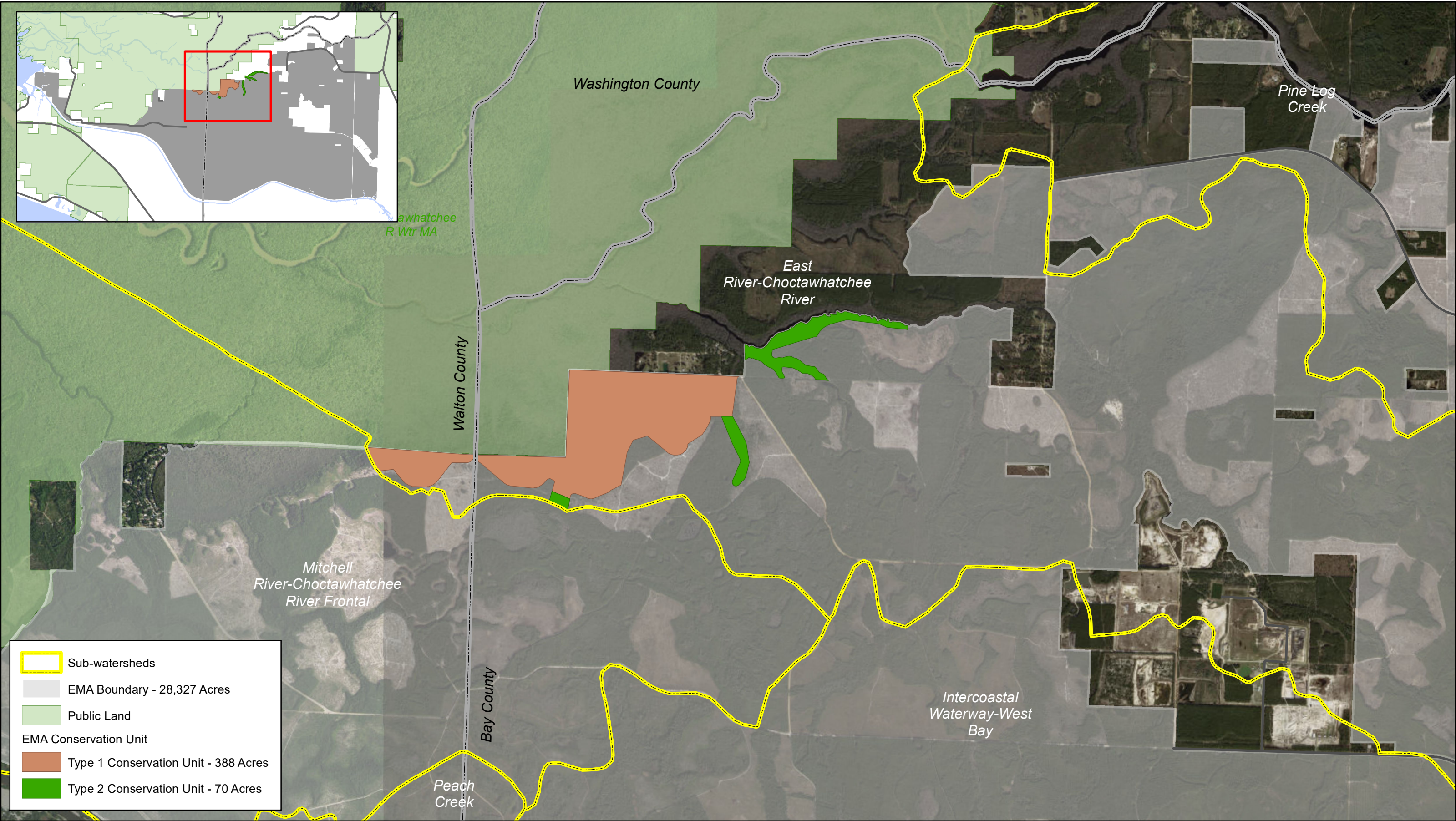
# ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN CONSERVATION UNIT MAP

Exhibit 4  
February 2017

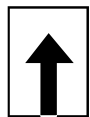


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1:62,693



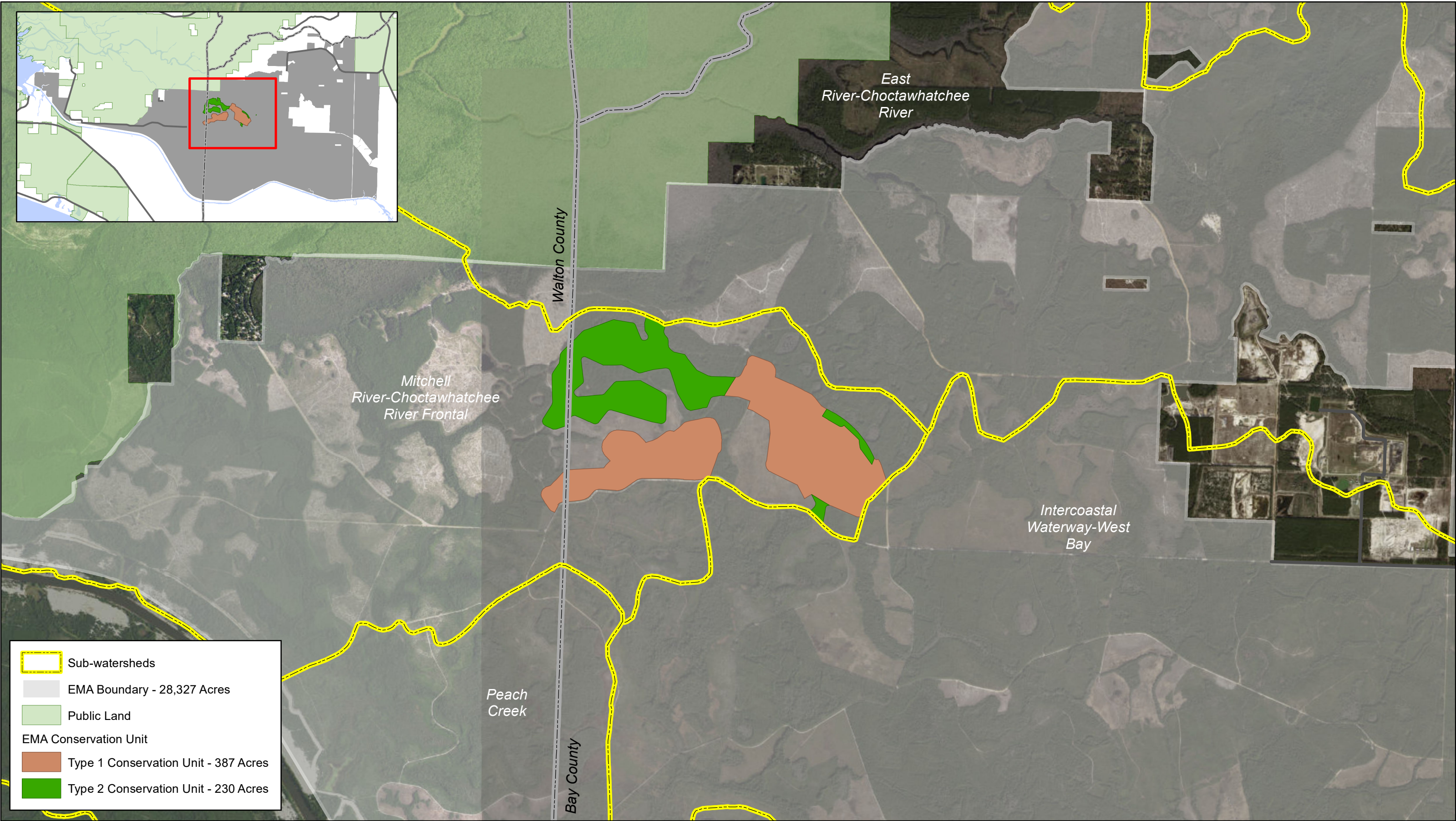


**ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN**  
**CONSERVATION UNIT MAP**  
**BARRETT BRANCH - 458 ACRES**  
*Exhibit 5 - February 2017*



0 0.5 1 Miles  
1 in = 0.5 miles  
1:31,500

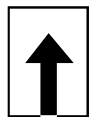




## ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

### CONSERVATION UNIT MAP BOUTWELL BRANCH - 617 ACRES

Exhibit 6 - February 2017

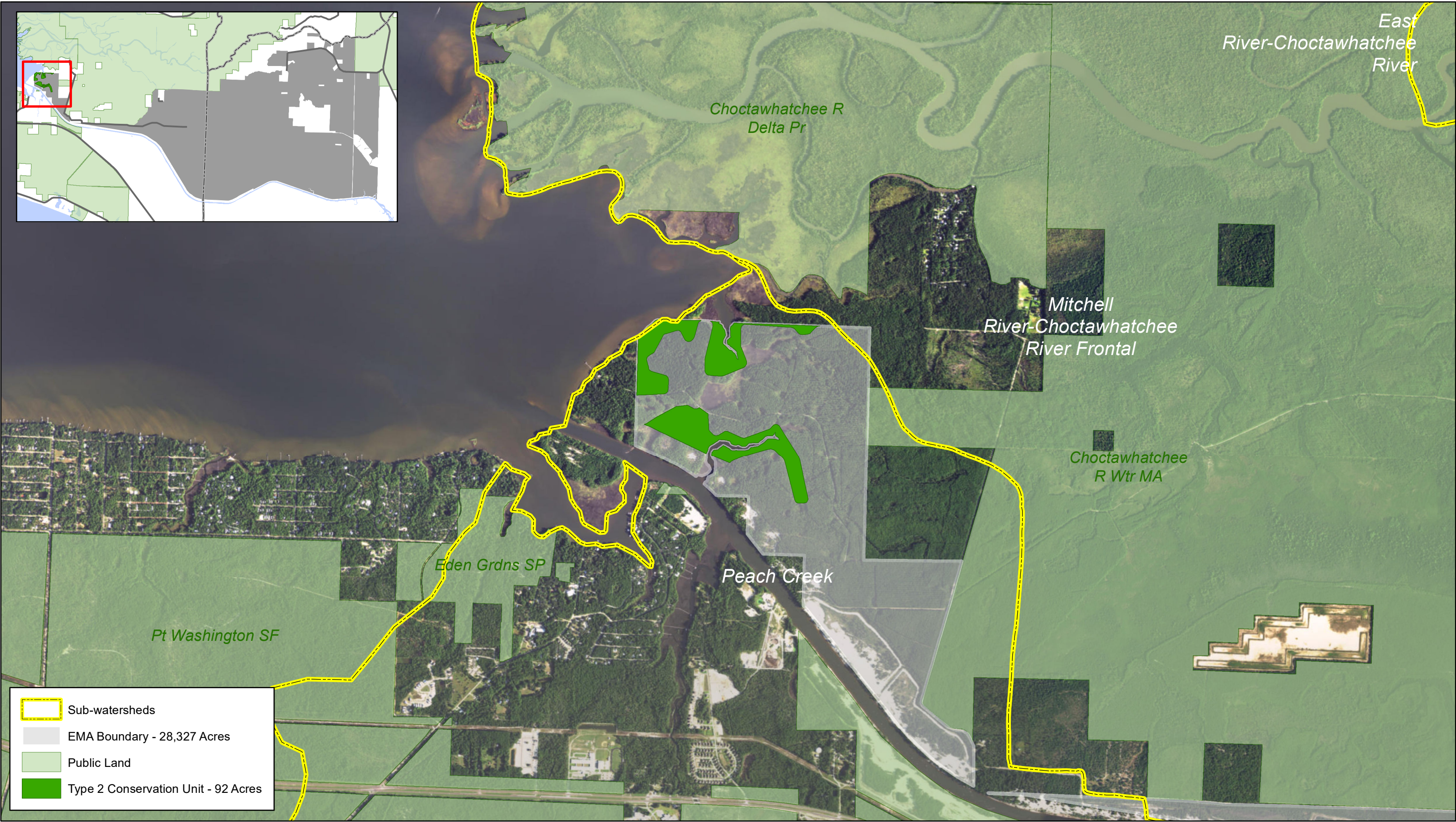


0 0.5 1 Miles

1 in = 0.5 miles

1:31,500





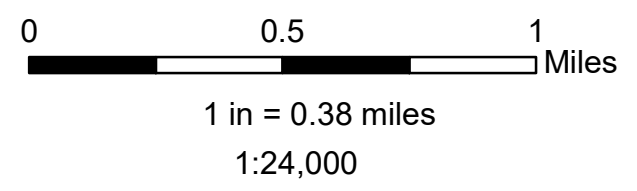
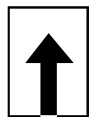
Sub-watersheds

EMA Boundary - 28,327 Acres

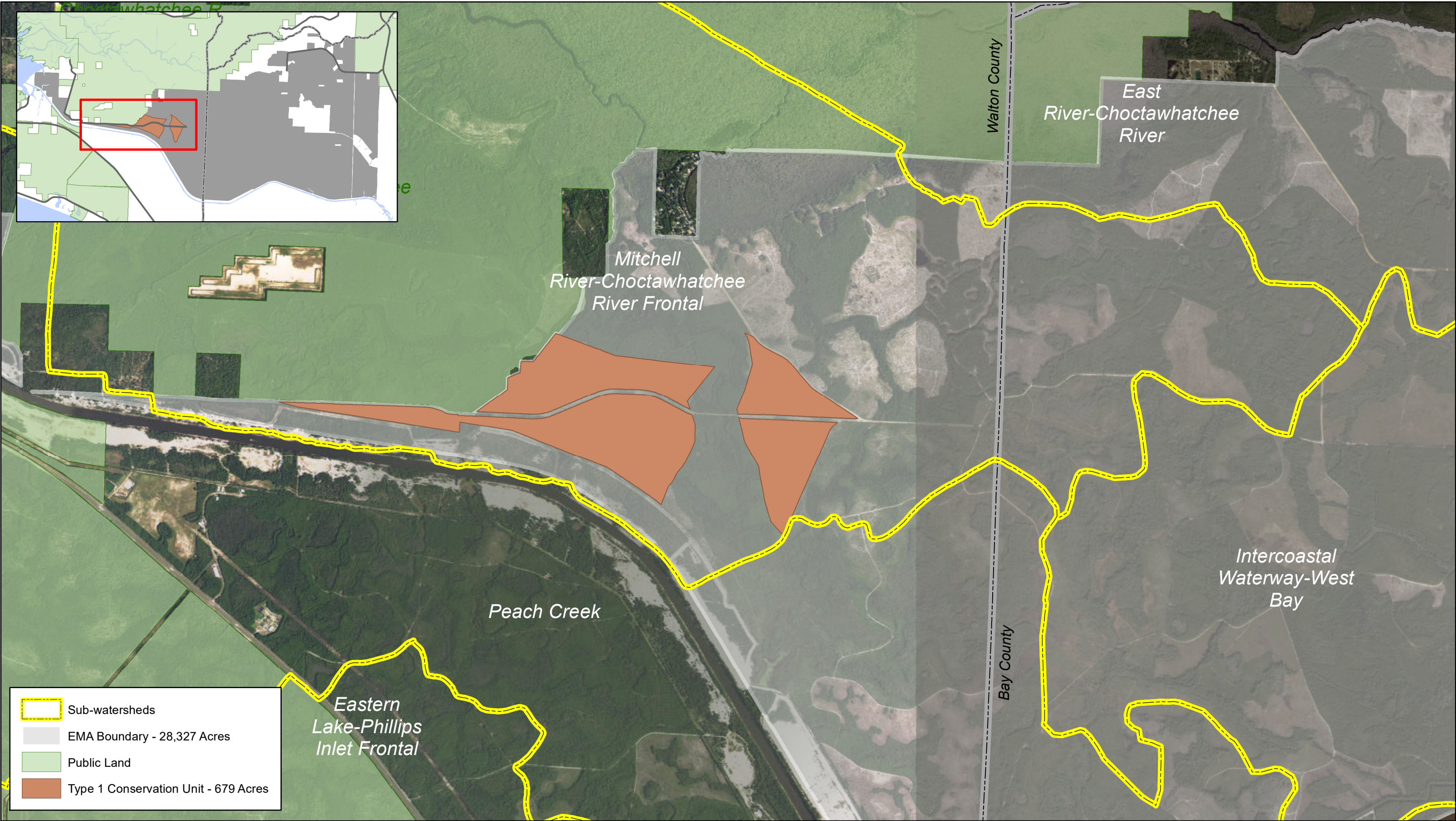
Public Land

Type 2 Conservation Unit - 92 Acres

**ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN**  
**CONSERVATION UNIT MAP**  
**BUNKER COVE - 92 ACRES**  
*Exhibit 7 - February 2017*







## ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

### CONSERVATION UNIT MAP

### MITCHELL RIVER - 679 ACRES

Exhibit 8 - February 2017

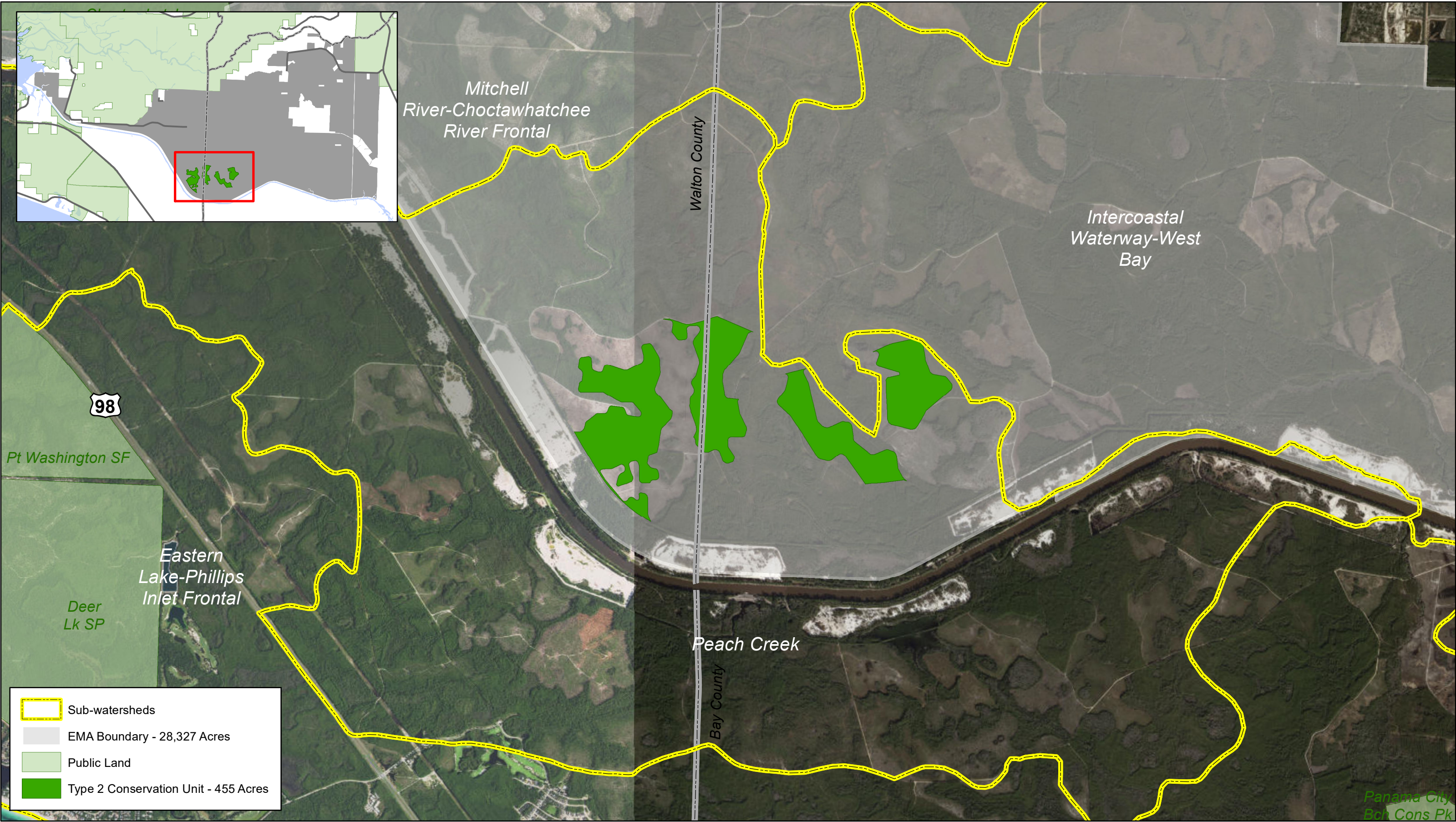


0 0.5 1 Miles

1 in = 0.5 miles

1:31,500





## ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

### CONSERVATION UNIT MAP

### DOE HEAD SWAMP - 455 ACRES

*Exhibit 9 - February 2017*

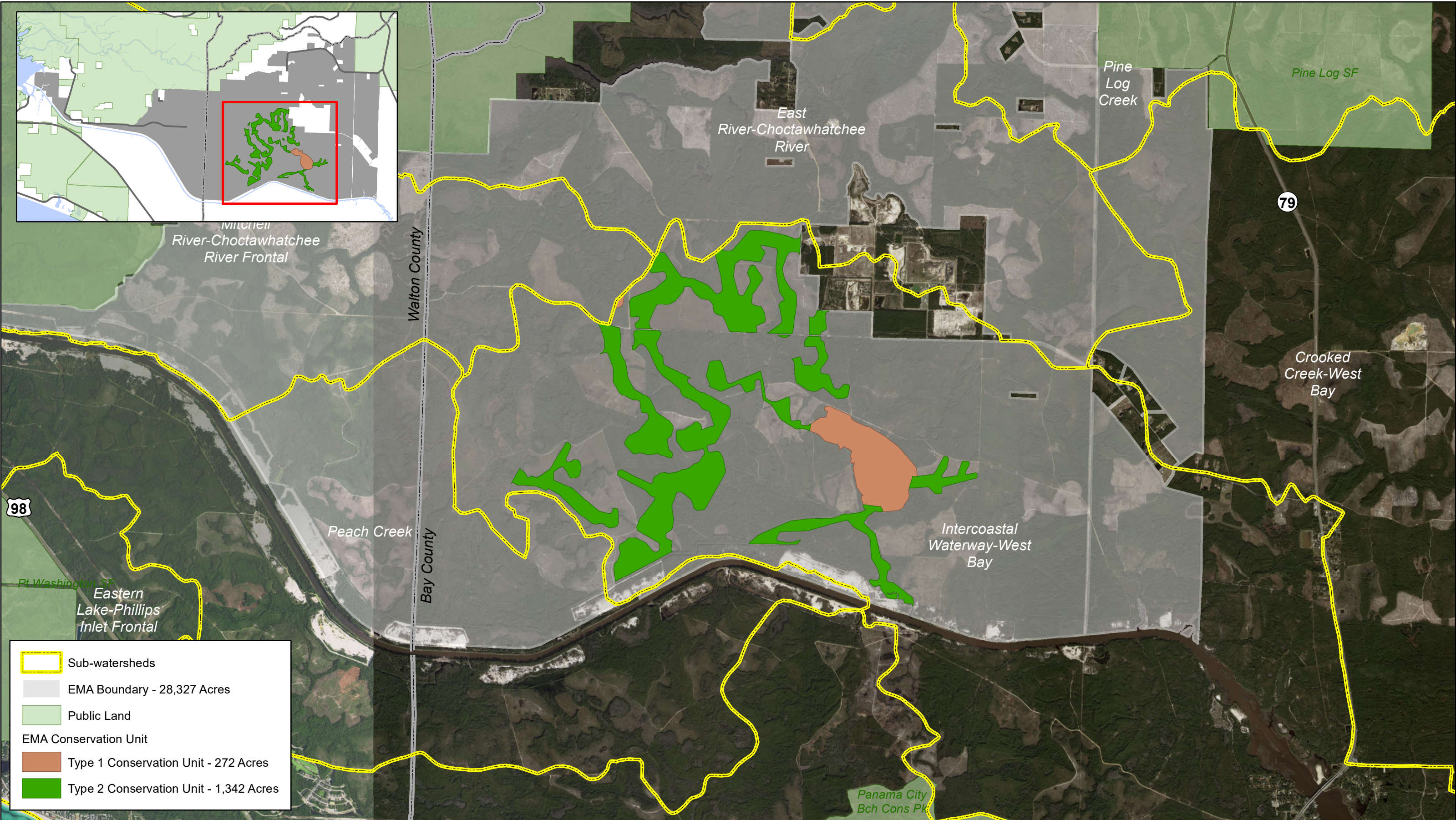


0 0.5 1  
Miles

1 in = 0.5 miles

1:31,500





# ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

## CONSERVATION UNIT MAP

**KELLY POND - 1,614 ACRES**

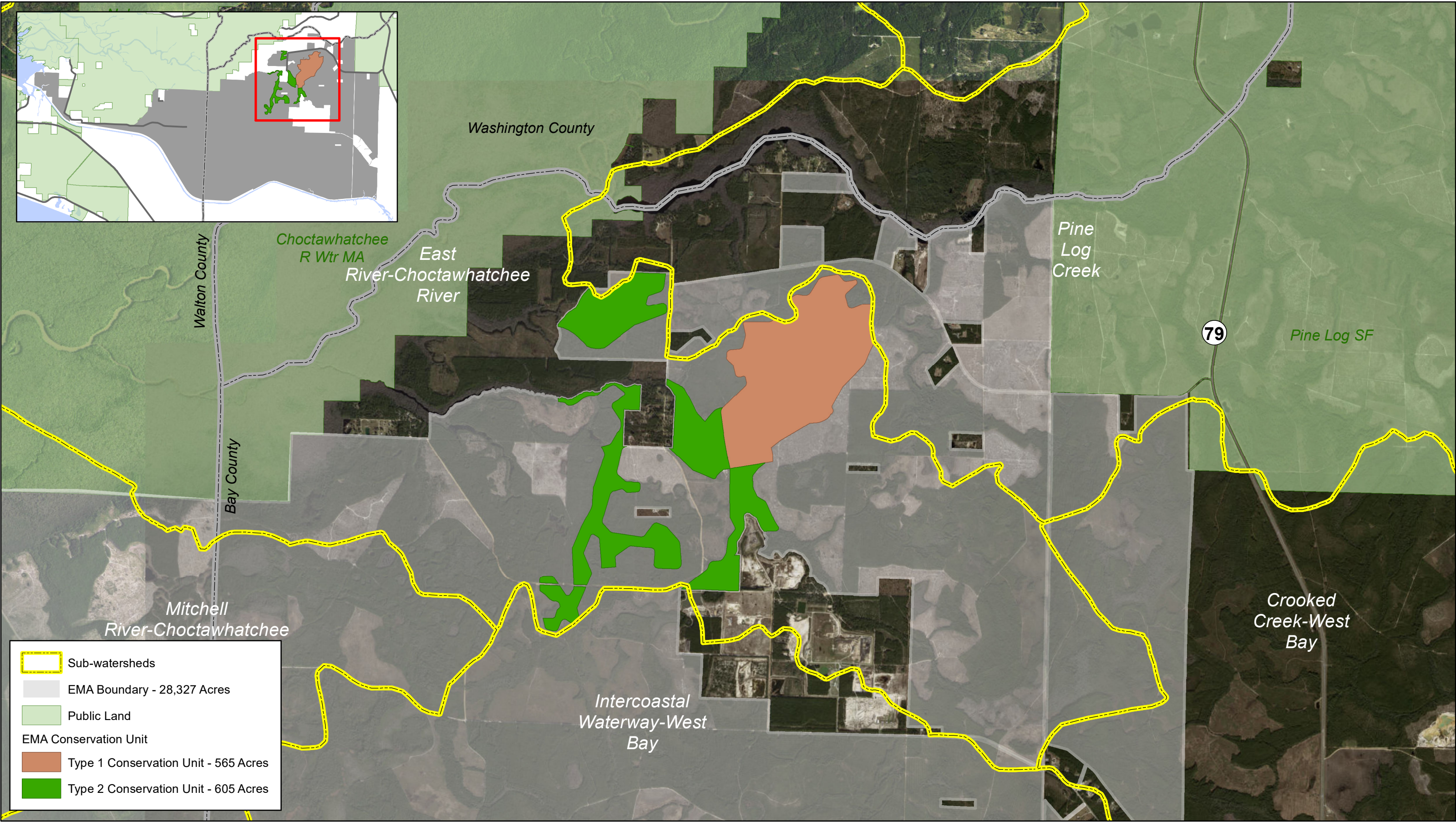
*Exhibit 10 - February 2017*



1 in = 0.79 miles

1:50,000





# ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

## CONSERVATION UNIT MAP

### OTTER CREEK - 1,170 ACRES

Exhibit 11 - February 2017

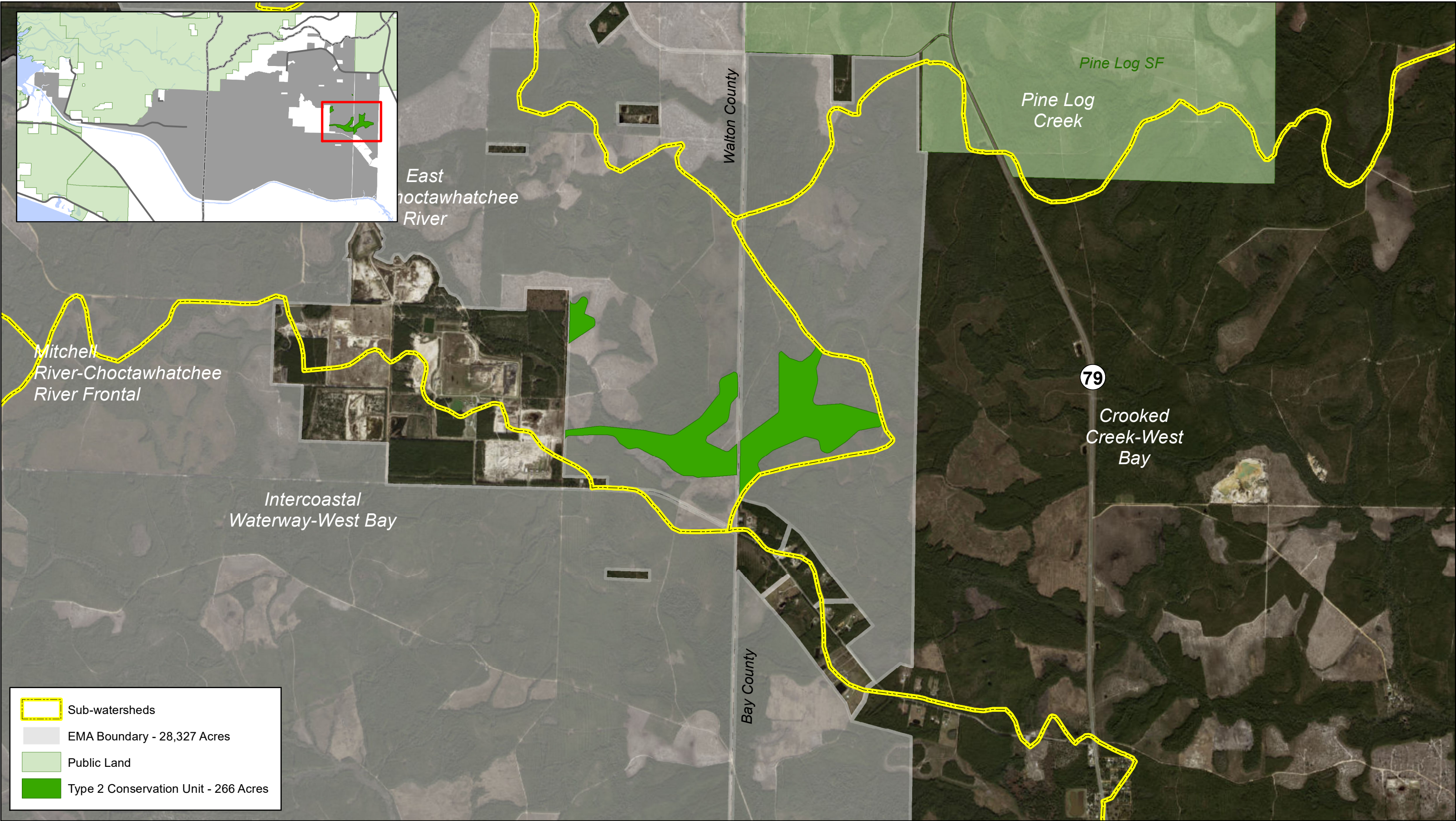


0 0.75 1.5 Miles

1 in = 0.63 miles

1:40,000





# ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

## CONSERVATION UNIT MAP

### PIGEON CREEK - 266 ACRES

Exhibit 12 - February 2017

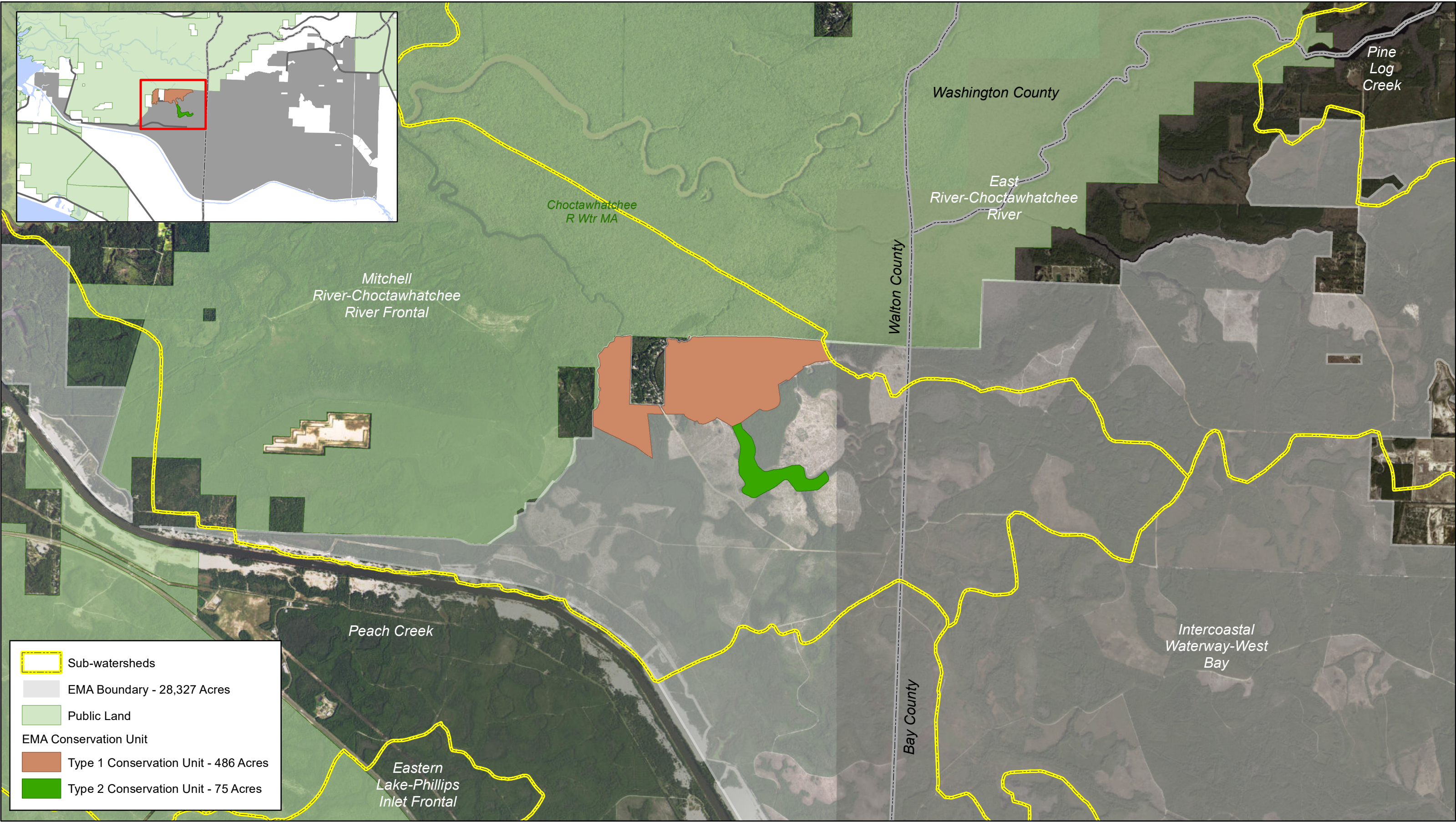


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1 in = 0.5 miles

1:31,500





## ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

### CONSERVATION UNIT MAP

### SISTER RIVER - 561 ACRES

Exhibit 13 - February 2017

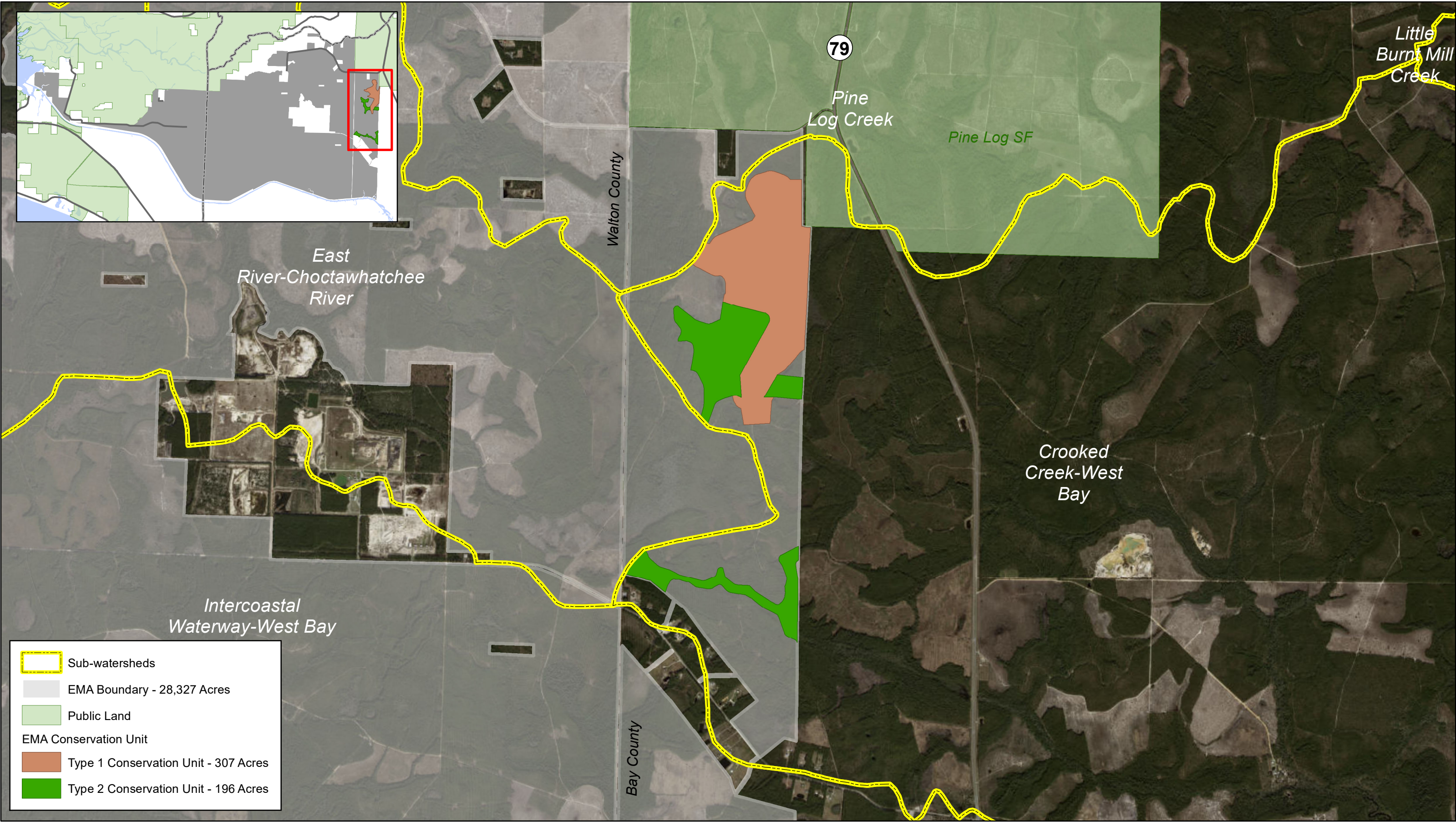


0 0.75 1.5 Miles

1 in = 0.63 miles

1:40,000





Sub-watersheds

EMA Boundary - 28,327 Acres

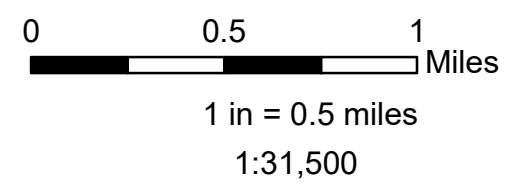
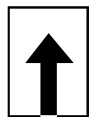
Public Land

EMA Conservation Unit

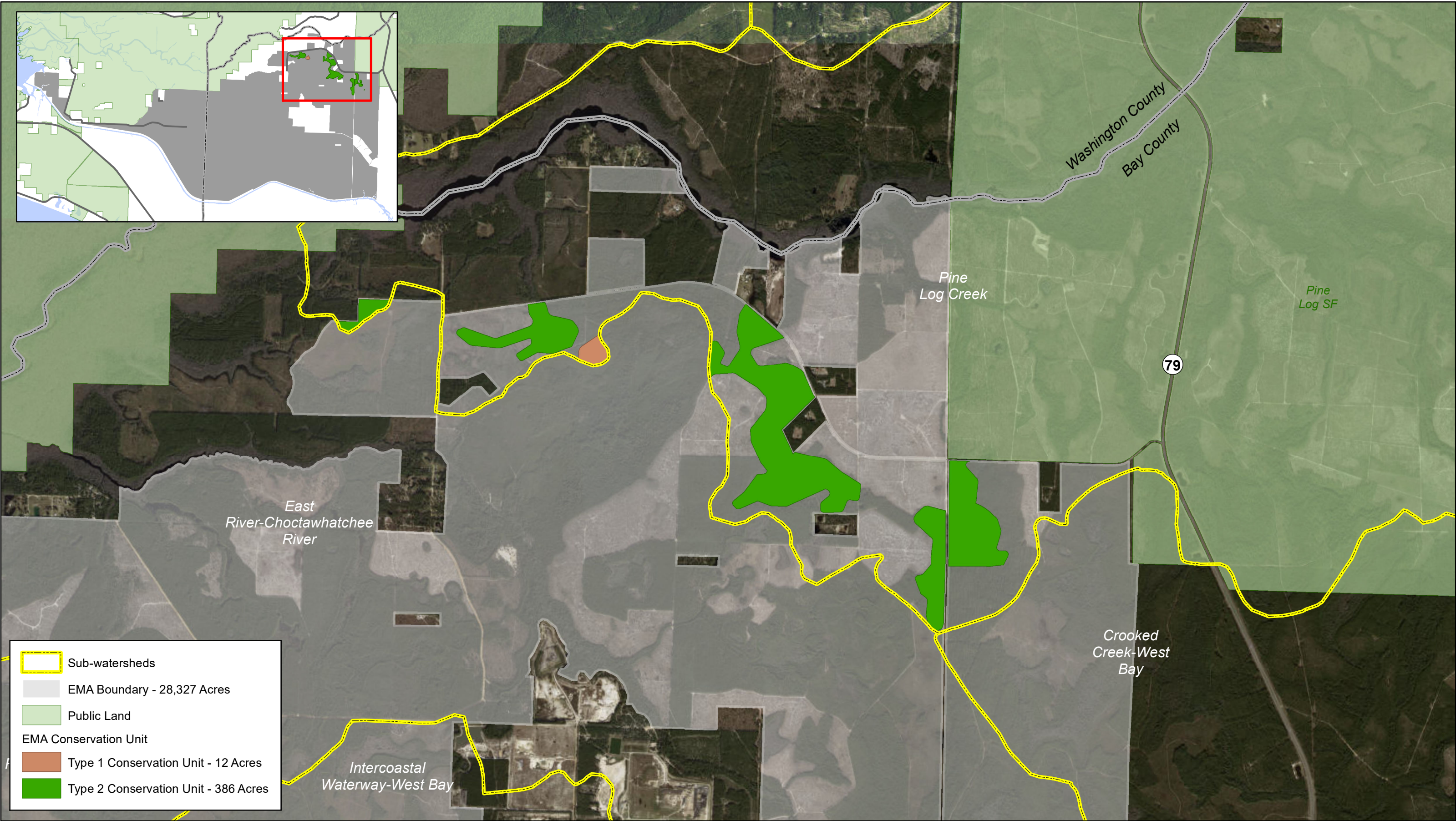
Type 1 Conservation Unit - 307 Acres

Type 2 Conservation Unit - 196 Acres

**ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN**  
**CONSERVATION UNIT MAP**  
**STATE FOREST - 503 ACRES**  
*Exhibit 14 - February 2017*







## ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

### CONSERVATION UNIT MAP

### THREE MILE BRANCH - 398 ACRES

Exhibit 15 - February 2017

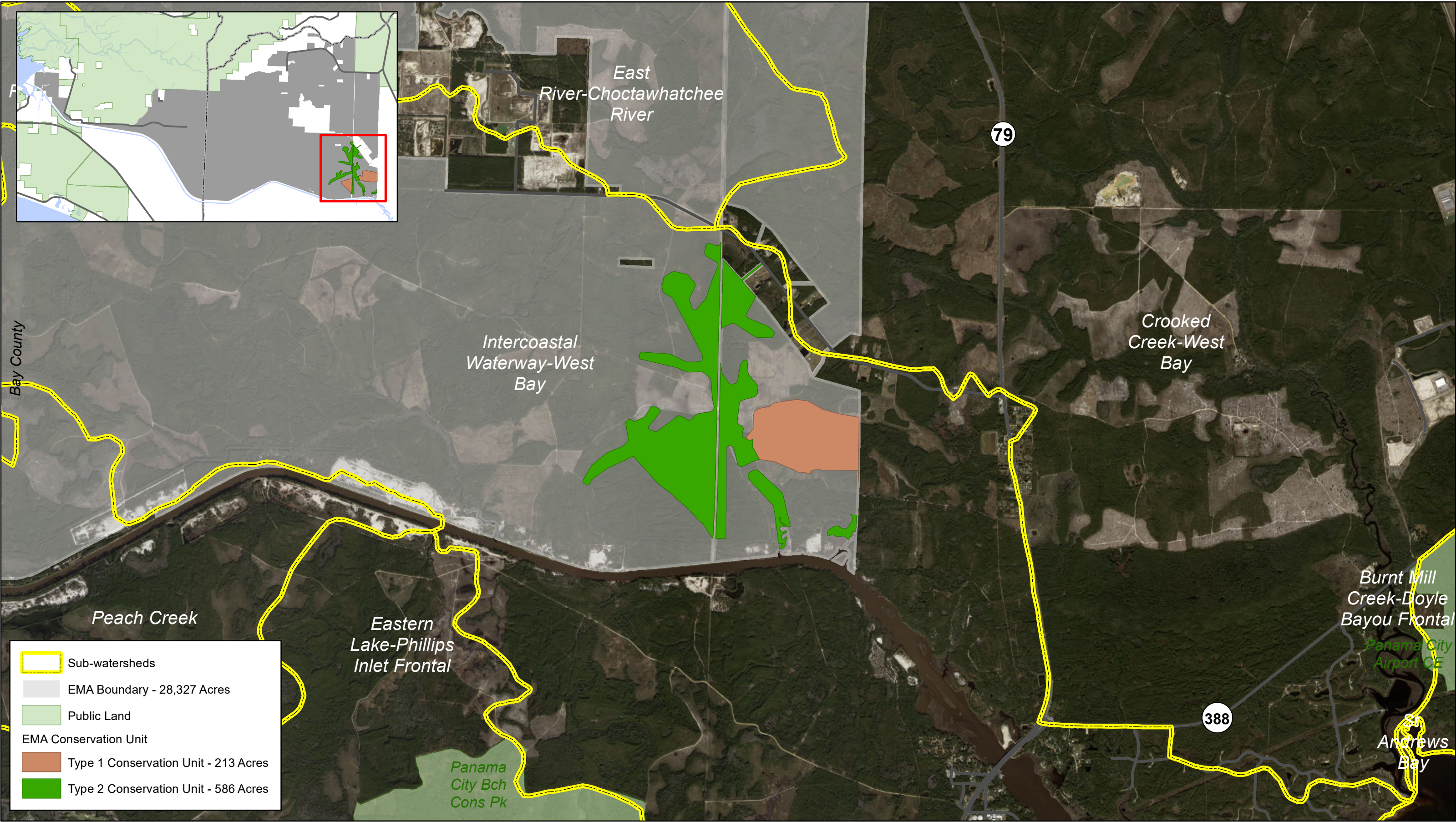


0 0.5 1 Miles

1 in = 0.47 miles

1:30,000

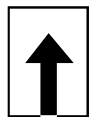




## ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

### CONSERVATION UNIT MAP TILLER BRANCH - 799 ACRES

*Exhibit 16 - February 2017*



0 0.75 1.5  
Miles

1 in = 0.63 miles

1:40,000



***Principles for Forest and Wildlife Management of  
Conservation Units within the  
Bay-Walton Ecosystem Management Agreement  
RGP - SAJ 114***



2016 Revision by:

Thomas Estes, Principal  
Icarus Ecological Services, Inc.



## Purpose

To provide an outline for forest and wildlife management within the Conservation Units (CUs) of the West Bay Ecosystem Management Agreement (EMA), Regional General Permit and Ecosystem Management Agreement (RGP/EMA) areas. This document provides the framework that will guide the development of future land management plans for CUs.

## Methodology

Using the *Revised Land and Resource Management Plan for National Forests in Florida* and the *Cecil Field Timber Management Plan* as a framework, the guidelines will prescribe forest and wildlife management strategies that enhance conservation, habitat restoration, and ecological functions within the CUs.

## History

The primary land management goal for most of the RGP/EMA area historically has been the production of forest products. Intensive silvicultural management of slash pine (*Pinus elliottii*) and sand pine (*P. clausa*) plantations has occurred on the CUs for the past 30 to 40 years. Silvicultural practices implemented on the area include clear-cutting, roller chopping, site-preparation burning, bedding, planting, and fertilization. Most stands within the RGP/EMA area have been through one or more rotations of planted pine. While forest management practices have degraded the natural habitats of many uplands and wetlands, some wetlands within the CUs have experienced little or no silvicultural impacts. The CUs are located within an area that has been enrolled in the Florida Forest Service Wildlife and Florida Wildlife Commission Best Management Practices program.

## Prescribed Management

The primary forest management objective for this area is to prescribe management activities that will restore and enhance the vegetative communities and function of historic ecosystems. Restoration forestry practices will replace historical intensive silvicultural practices within the CUs. Harvest operations, controlled burning and other restoration prescriptions will be used to convert the existing even-aged pine monoculture to a mosaic of even and uneven-aged management regimes. Proposed objectives, suggested management prescriptions and benefits are summarized below.

### I. Forest Management

- A. **Objective-** To implement harvest, planting, and management operations that restores and maintains the vegetative species composition, stem density, basal area, understory, hydrology, wildlife species diversity, and ecological functions of historically naturally occurring ecosystems.
- B. **Goals-** All forest management operations will adhere to the latest edition of *Silviculture Best Management Practices* (BMPs) and the *Florida Forestry Wildlife Best Management*



*Practices* outlined by the Florida Forest Service (FFS), harvests will be conducted by Florida Master Loggers (FML), and forest management will adhere to guidelines set forth by the Sustainable Forest Initiative Program (SFI). Five forest community types impacted by silviculture occur within RGP-EMA conservation areas: xeric planted uplands, mesic planted uplands, hydric planted flatwoods, upland hardwoods, and wetland hardwoods.

Thinning operations along ecotone are not economically feasible until stands reach a merchantable age. Therefore, harvest prescriptions will not be implemented until stands attain minimum volume specifications. Harvest activities in all wet pine flatwoods and other jurisdictional wetlands will adhere to FFS silviculture BMPs. Silvicultural activities deemed detrimental to ecosystem function (herbicide application, fertilization, bedding, roller-chopping, row planting) will be excluded except where appropriate to meet restoration objectives. Clear-cutting will be used as a tool for converting stands of slash pine to uneven aged stands, restoring longleaf in the landscape, and for the salvage of storm, fire, disease, or insect damaged timber. Limited use of herbicides also will be used to complement prescribed burning to create uneven-aged slash pine stands.

**C. Prescription-** Five forest community types impacted by silviculture occur within RGP-EMA conservation areas: xeric planted uplands, mesic planted uplands, hydric planted flatwoods, upland hardwoods, and wetland hardwoods. Prescriptive goals are listed for each community type.

**(1) Xeric Planted Uplands Goal-** Open canopy with appropriate canopy species, longleaf pine, herbaceous ground cover, low density mid-story. The long-term goal is restoration of uneven-aged longleaf pine forests.

- a) Contains FLUCFCS habitat types Upland Coniferous Forest (4100), Coniferous Plantations (4410), and Forest Regeneration Areas (4430)
- b) Conforms to FNAI community types Sandhill, Scrub, and Scrubby Pine Flatwoods (FNAI 2010).
- c) Remove existing stands of sand pine and off site slash pine plantations through clear-cutting following SFI standards. Stands will be candidates for conversion to longleaf once they become merchantable. Existing individual longleaf trees will be left where they are found.
- d) Prepare and maintain sites by control burning, mechanical and or chemical means to accomplish successful longleaf stand establishment and restoration or enhancement of herbaceous ground cover.
- e) Plant longleaf seedlings to ensure capture of site (competition) and provide sufficient needle drop for future control burns.
- f) Periodic burning to promote ecological functions.
- g) Once stands are established, uneven aged management will occur. Thinning operations will typically occur every 10-15 years on a continual basis with the introduction of patch clear-cutting during these operations to facilitate uneven aged management (natural regeneration).
- h) Bedding will not be used.

**(2) Mesic Planted Uplands Goal-** Uneven age, open canopy, longleaf pine or a mix of

slash and longleaf pine, more diverse herbaceous groundcover than current condition, low density mid-story. The long-term goal is restoration of uneven-aged longleaf pine and or mixed longleaf/slash pine forests.

- a) Contains FLUCFCS habitat types Pine Flatwoods (4110), Coniferous Plantations (4410),
- b) Conforms to FNAI community type Mesic Pine Flatwoods (FNAI 2010).
- c) Existing slash pine plantations will be managed to a 30 year rotation. Stands will be clear-cut following SFI standards. Existing individual longleaf trees will not be harvested.
- d) Prepare and maintain sites by control burning, mechanical (no bedding) and or chemical means to accomplish successful reestablishment of slash and longleaf pine. Planting densities will ensure adequate stocking for tree selection processes and long-term tree density goals.
- e) Once stands are established, pine canopies will be managed to promote herbaceous ground cover through thinning operations.
- f) Periodic burning to promote ecological functions.
- g) Bedding will not be used.

**(3) Hydric Planted Flatwoods Goal-** Open canopy with appropriate canopy species, low density slash pine, more diverse ground cover, low density mid-story.

- a) Contains FLDOT FLUCCS habitat types Hydric Pine Flatwoods, (6250), Freshwater Marsh (6410), and Wet Prairies (6430).
- b) Conforms to FNAI community types Hydric Pine Flatwoods, Seepage Slopes, and Wet Prairies (FNAI 2010).
- c) Clear-cut and/or thin existing slash pine plantations and convert to savannas, wet prairies, and hydric pine flatwoods.
- d) Any existing longleaf pine individuals will not be harvested.
- e) Periodic burning will promote restored ecological function.
- f) Periodic harvesting of natural regeneration will be utilized, when economically feasible, to promote uneven-aged stand composition and maintain ecosystem integrity.
- g) Bedding will not be used.

**(4) Upland Hardwood Goal-** Retain current core conditions and enhance wetland/upland ecotones.

- a) Contains FLDOT FLUCCS habitat types Upland Hardwood Forests (4200), Xeric Oak (4210), Hardwood-Conifer Mixed (4340), and Upland Scrub, Pine and hardwoods (4360).
- b) Conforms to FNAI community types Scrub, Scrubby Flatwoods, and Sandhill (FNAI 2010).
- c) If ecologically appropriate, control burns conducted in adjoining areas will be allowed to burn into these stands. Suitable mechanical methods may be used when necessary to promote initial ecotone restoration and maintain restored desirable conditions.
- d) Limited use of herbicides targeting undesirable shrub species is permissible. Herbicides will be prohibited in wetlands identified as potentially supporting

federal/state-listed fauna. FNAI GIS point data will be employed to determine restricted areas.

e) Bedding will not be used.

**(5) Wetland Hardwood Goal-** Retain current conditions except allow for more clearly defined edges.

a) Contains FLDOT FLUCCS habitat types Wetland Hardwood Forests (6110), Gum Swamps (6130), Mixed Wetland Hardwoods (6170), and Cypress (6210).

b) Conforms to FNAI community types Basin Swamps, Blackwater Stream, and Seepage Stream (FNAI 2010).

c) If ecologically appropriate, control burns conducted in adjoining areas will be allowed to burn into these stands. Implement mechanical control measures to promote initial ecotone restoration and maintain if necessary.

d) Limited use of herbicides targeting undesirable shrub species is permissible. Herbicides will be prohibited in wetlands identified as potentially supporting federal/state-listed fauna. FNAI GIS point data will be employed to determine restricted areas.

e) Salvage harvests are only permissible following severe storm events, disease/insect events, or wildfires.

f) Bedding will not be used.

#### **D. Benefits**

(1) Reduction in stand density will promote the restoration and establishment of a naturally occurring under-story vegetative community and restoration of natural hydrology.

(2) Harvest, planting, and prescribed burning operations will promote and maintain longleaf pine restoration within CUs.

(3) Thinning will reduce tree density and promote canopy development, restoration and establishment of a naturally occurring under-story vegetative community and increase the aesthetics and natural beauty of the CUs.

(4) Thinning operations also will reduce mid-story fuel levels and improve conditions for the use of prescribed fire.

(5) Prescribed fire return intervals of 2-5 years within CUs will maintain desirable herbaceous vegetation at fuel loads that reduce the threat of catastrophic wildfires to surrounding areas.

## **II. Groundcover Management**

**A. Objective-** To establish a groundcover management regime that restores and maintains the ecological functions of naturally occurring upland and wetland communities in the CUs, through prescribed fire, mechanical, and chemical means.

**B. Prescription-** Establish fire-lines that minimize impacts to the landscape and maximize inclusion of fire into formerly fire-suppressed areas.

(1) Implement dormant-season fire in all fire-dependent upland and wetland ecosystems to reduce fuel loads.

- (2) Implement growing season fires in CUs whenever practical after fuel reduction is accomplished.
- (3) A return interval of 2-4 years for growing-season burns is the desired condition of restored CUs. Dormant-season burns will be utilized when growing-season burns are impractical (due either to location or weather conditions), or when return intervals exceed established growing-season schedules.
- (4) Use site-preparation fire, where practical before reestablishing longleaf pine.
- (5) Mechanical and/or chemical prescriptions may be used where fire prescriptions are not feasible.
- (6) Herbicide prescriptions will target woody species to conserve herbaceous species present in restoration CUs.

### **C. *Benefits***

- (1) Groundcover treatments in wetlands will reduce woody vegetation and restore and maintain the natural under-story and ground cover plant communities.
- (2) Dormant-season prescriptions will reduce fuel loads, the risk of catastrophic fire, and prepare sites for implementation of growing-season fire.
- (3) Growing-season prescriptions will mimic natural fire regimes, which will enhance and maintain fire-dependent ecosystems, under-story plant communities, and restored ground cover.
- (4) Growing-season fire will improve habitat for many species of wildlife and rare plants.
- (5) Groundcover treatments will promote successful natural regeneration of longleaf pine, prepare sites for restoration planting, and control noxious vegetation.
- (6) Groundcover treatments will promote and enhance the aesthetic value and outdoor recreational opportunities in CUs.

## **III. Wildlife Management**

**A. *Objective***- To enhance species diversity and population levels.

### **B. *Prescription***

- (1) Where appropriate, determine the presence, location, and population status of threatened, endangered, and other protected species.
  - (a) GIS location data obtained from FNAI for Florida protected species and species of concern will be used to map potential presence within conservation units.
- (2) When deemed necessary, monitor and evaluate responses of protected species to habitat management activities.
- (3) Where appropriate, identify and implement habitat and population management measures that improve the recovery and status of protected species.
- (4) Promote and develop inter-agency partnerships that will enhance the management of protected species in the CUs, when appropriate.
- (5) Identify, promote and establish protocol for public recreational consumptive and non-consumptive uses of wildlife species in the CUs.
- (6) Promote and establish educational and public outreach opportunities related to wildlife species in the CUs.

**C. Benefits**

- (1) Species monitoring will help ensure permit compliance, increase public outreach opportunities, and assist in evaluating management efforts.
- (2) Species-specific management prescriptions and development of partnerships will promote population growth and recovery of protected species, and improve communication and relationships with regulators.
- (3) Promotion of recreational opportunities will encourage public participation and improve attitudes about and acceptance of land management objectives.
- (4) Restoration efforts will create and maintain diverse and healthy biotic communities that will serve as keystone ecosystems for evaluating future management decisions.
- (5) Restoration efforts will enhance CU suitability and value as wildlife corridors within the RGP - SAJ 86 areas and adjacent natural areas.

**IV. Exotic Vegetation Management**

**A. Objective-** Promote control and eradication of exotic and nuisance plant and animal species.

**B. Prescription**

- (1) Monitor vegetation and wildlife in the CUs to identify the occurrence, location and severity of exotic plant and animal infestations.
- (2) Develop and implement an exotic plant control and eradication plan.
- (3) Implement herbicide, fire, and other management prescriptions to meet eradication objectives.
- (4) Implement lethal and non-lethal measures to control exotic animals.
  - a) Monitor infestation sites and evaluate the success of control measures to determine ecological lift.

**C. Benefits**

- (1) Control of exotic plants will improve habitat quality and reduce competition with native species.
- (2) Control of exotic wildlife species will reduce habitat degradation and competition with native wildlife species.

**V. Standards Cited in Document**

1. Silviculture Best Management Practices, Florida Division of Forestry, Florida Department of Agriculture, DACS-P-01284 (provides guidelines for Timber harvesting, access, crossings, site prep and planting.
2. Florida Master Logger Program, sponsored by the Florida Forestry Association and the Florida Sustainable Forestry Initiative State Implementation Committee (professional loggers must complete a three day class in safety, timber harvesting, and environmental regulations. Must complete six hours of continuing education yearly to maintain their certification.)
3. Florida Natural Areas Inventory (FNAI). 2010, Guide to the Natural Communities of

Florida: 2010 Edition. Florida Natural Areas Inventory, Tallahassee, FL.

4. Florida Exotic Pest Plant Council (FLEPPC). 2013. List of Invasive Plant Species. Fort Lauderdale, FL.
5. Sustainable Forestry Initiative (SFI), Inc. (Independent, charitable organization that is dedicated to promoting sustainable forest management. Principals include measures to protect water quality, biodiversity, wildlife habitat, species at risk and forests with Exceptional Conservation Value. Reviewed and updated every 5 years.)
6. Florida Forestry Wildlife Best Management Practices for State Imperiled Species, Florida Forest Service, Florida Department of Agriculture, FDACS-01869 Rev. 8/4/14.



**Department of the Army  
Regional General Permit (RGP) SAJ-114  
and  
Florida Department of Environmental Protection  
Bay-Walton Ecosystem Management Agreement  
(EMA)**

**Checklist for Activities Requiring Conservation Unit Project Approval within Type I  
and Type II Conservation Units**

This checklist is to be completed in addition to the Individual Project Approval (IPA) Checklist for projects located within Conservation Units associated with RGP SAJ-114 and the EMA. This checklist applies to the activities listed in Special Conditions 12.d (4), (6), (8), (10), and 12.e. Check the appropriate boxes to determine whether the proposed project complies with Conservation Unit allowable uses. In order for the proposed project to qualify for Conservation Unit Project Approval under RGP SAJ-114 and under the EMA, all applicable responses must be marked "Yes."

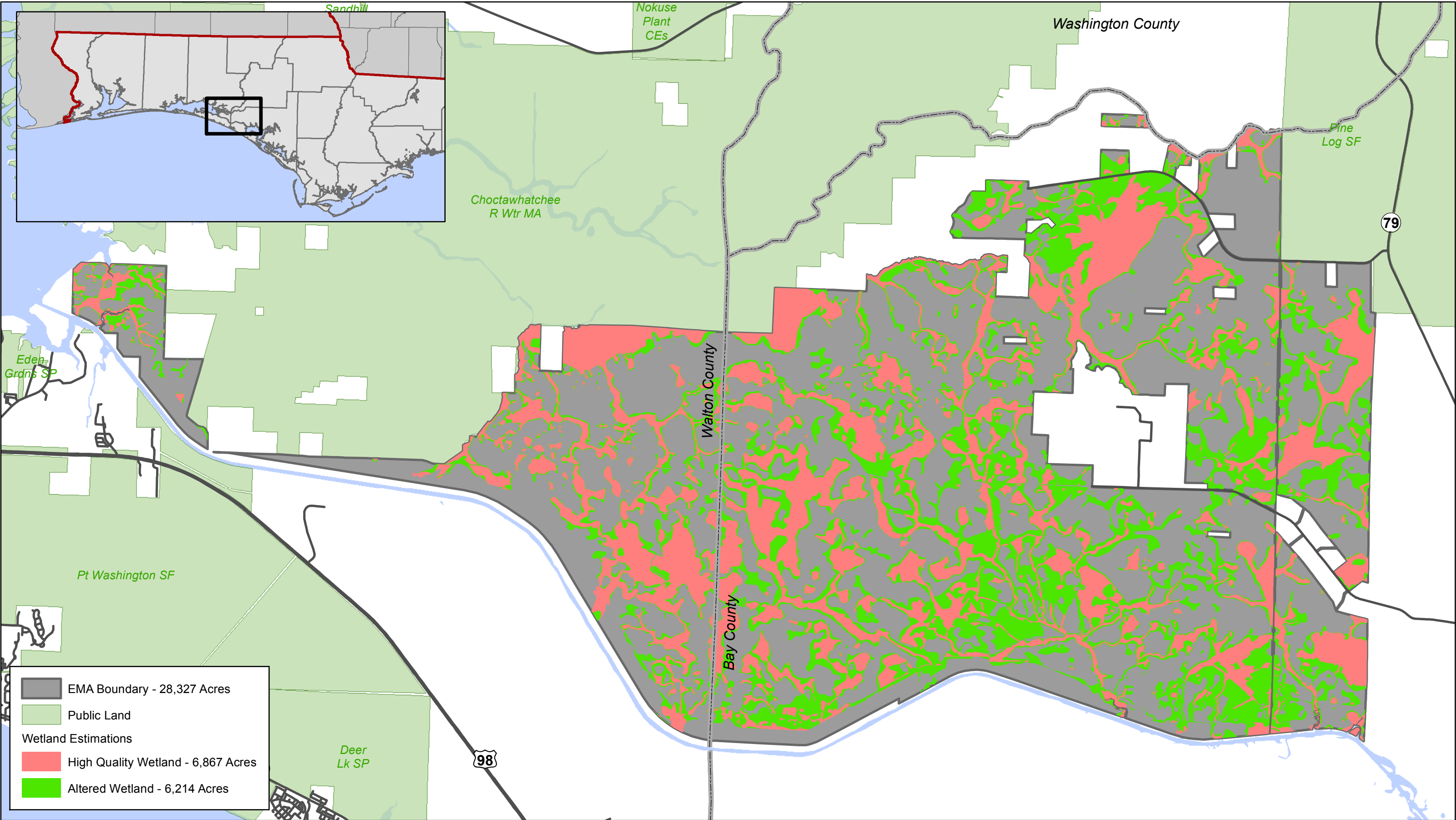
	Yes	No	N/A	<b>Questions 1 through 16 are applicable to projects proposed within Type I or Type II Conservation Units for activities listed in Special Conditions 12.d (4), (6), (8), and (10):</b>
<b>1.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a passive recreational facility, is the proposed project identical to or of similar nature to one of the following: Hiking and biking trails, boardwalks, gathering shelters, restrooms, camping platforms, and horseback trails and hitching areas?
<b>2.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project a passive recreational facility, is the proposed passive recreational facility located in uplands with the exception of minimized trails and boardwalks crossing wetlands?
<b>3.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the proposed project limited to and consistent with the preservation objectives for Conservation Units under RGP SAJ-114, and is it anticipated to result in no more than minimal adverse impacts to the Conservation Unit?
<b>4.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a <i>Conservation Burial Ground</i> , has the proposed project been certified by the Green Burial Council as a <i>Conservation Burial Ground</i> and would the project aid in the restoration, acquisition and/or stewardship of the Conservation Unit?

<b>5.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a linear utility or infrastructure facility, does the project consist of one or more of the following linear utility or infrastructure facility types: Electric transmission and/or distribution lines; water transmission and/or distribution lines; sewer transmission, collection, and/or distribution lines; natural gas transmission and/or distribution lines; data and/or telecommunications transmission and/or distribution lines (phone, cable, fiber optics, internet); or stormwater conveyances, but not stormwater ponds?
<b>6.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed linear utility or infrastructure project includes facilities ancillary to the linear utility or infrastructure facility types listed in Question 5, are the ancillary facilities part of or do they support the linear utility and infrastructure facility?
<b>7.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed linear utility or infrastructure facility project includes work in wetlands, is the project co-located with road crossings where practicable?
<b>8.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed linear utility or infrastructure facility project includes work in wetlands, will the project be installed by directional bore methodology where practicable?
<b>9.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed linear utility or infrastructure facility project includes work in wetlands, does the project meet the linear infrastructure criteria found in Special Condition 5.c. of the RGP?
<b>10.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a Nature Center, has a Leadership in Energy and Environmental Designed (LEED) certification of silver or higher been obtained and demonstrated?
<b>11.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a Nature Center with a single access road, does the access road comply with the criteria found in Special Conditions 5.c. and 12.e(1) of the RGP?
<b>12.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has the Land Disturbance acreage associated with the project been defined and calculated in accordance with the criteria in Special Conditions 12.c. and 12.g. and has the proposed Land Disturbance acreage been demonstrated not to exceed the cumulative Conservation Unit Land Disturbance cap of 100 acres?

13.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has Land Disturbance acreage associated with the project proposed within altered wetlands been offset by an equal acreage amount consisting of preserved altered wetlands outside of the Conservation Unit but located within the same sub-watershed?
14.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has Land Disturbance acreage associated with the project proposed within altered wetlands met the applicable provisions in Special Condition 5?
15.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has Land Disturbance acreage associated with the project proposed within uplands been offset by an equal acreage amount consisting of preserved upland buffers outside of the Conservation Unit but located within the same sub-watershed?
16.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has Land Disturbance acreage associated with the project proposed within high quality wetlands been demonstrated to meet the provisions of Special Condition 5.c.?
	Yes	No	N/A	<b>Questions 17 through 24 are applicable to projects proposed within Type II Conservation Units for activities listed in Special Condition 12.e:</b>
17.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a road or bridge wetland crossing, has the crossing been designed to not reduce or impair hydrologic conveyance?
18.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a road or bridge wetland crossing, has bridging been utilized where practicable utilizing the following criteria for determining practicability: The degree of water flow within the wetland; the length of the wetland crossing; the topography of the wetland and associated upland; and the degree to which a roadway would adversely affect the movement of wildlife expected to use the wetland?
19.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a road or bridge wetland crossing, has the crossing been designed to minimize wetland and upland impacts and does it meet the criteria found in Special Condition 5.c. of the RGP?

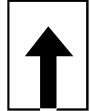
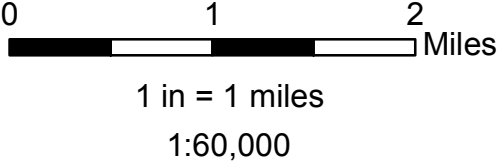
<b>20.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a recreational facility, does it consist of one of the following: Boat ramps, fishing piers, parks, picnic areas and pavilions, playgrounds/tot lots, and nature facilities but not include any sports or ball fields such as baseball fields, soccer fields, tennis courts, basketball courts, or golf courses?
<b>21.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a recreational facility with an associated parking facility, will pervious surface be utilized for the parking facility or has the use of pervious surface been adequately demonstrated as impracticable?
<b>22.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a recreational facility, is it located in uplands with the exception of minimized boat ramps, fishing piers, and access roads that cross wetlands?
<b>23.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a recreational facility, does the project utilize existing access roads to the maximum extent practicable?
<b>24.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the proposed project is a recreational facility and no existing access roads have been found to be practicable for use, does the proposed access road comply with Special Condition 5.c. and Special Condition 12.e(1) of the RGP?
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



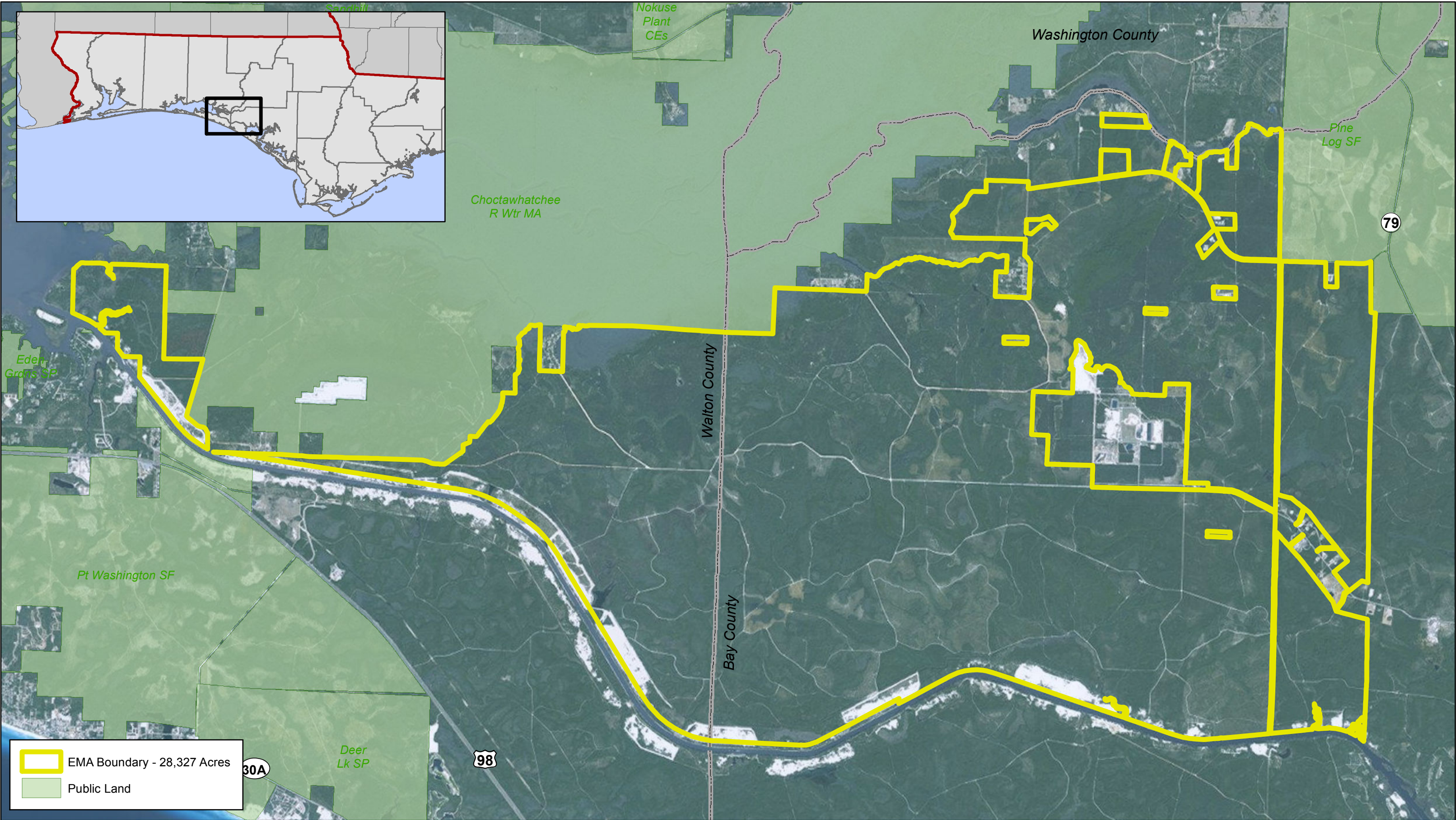


# **ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN** **HIGH QUALITY / ALTERED WETLAND ESTIMATIONS MAP**

*Exhibit 19*  
*June 2016*



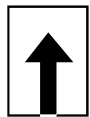




## ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN

### 2013 AERIAL PHOTO

Exhibit 20  
June 2016



0 1 2 Miles

1 in = 1 miles

1:60,000



**Department of the Army  
Regional General Permit (RGP) SAJ-114  
and  
Florida Department of Environmental Protection  
Bay-Walton Ecosystem Management Agreement (EMA)  
Individual Project Approval Checklist**

Completion of this Individual Project Approval Checklist is required to demonstrate project compliance with the requirements of Regional General Permit (RGP) SAJ-114 and the EMA as indicated in Special Condition 19. In order for a proposed project to qualify for authorization under RGP SAJ-114 and under the EMA, all applicable responses must be marked "Yes" or Non-applicable (N/A).

	Yes	No	N/A	
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Was a draft application submitted to the appropriate agency representatives two weeks prior to the individual project approval meeting pursuant to Special Condition 19?</p> <p>Date of draft application submittal: _____</p> <p>Date of individual project approval meeting: _____</p>
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Was a complete application to the Corps for this project made using the form "Joint Application for Environmental Resource Permit/Authorization to Use State-Owned Submerged Lands/Federal Dredge and Fill Permit", Form #62-330.060(1) or other permit application form acceptable to the Corps and FDEP?</p>
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Were exhibits provided which show the specific location of the proposed project and confirm that the proposed project is located within the RGP area boundaries (1"=200' or other appropriate scale)?</p>
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>RGP SAJ-114 only authorizes Section 404 activities. Are all regulated activities associated with the proposed project located: 1) in Section 404 waters only, or 2) if there are associated Section 10 activities, will these Section 10 activities be evaluated separately as a NWP, GP, LOP or IP?</p>

5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the application include a written scope of the project which describes the type of project and confirms that it comports with activities authorized by the RGP (i.e. the proposed project is a type of residential, commercial, recreational, or institutional development)?
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are project wetland delineations in accordance with the most recent guidance and wetland delineation manual or manual supplement issued by the Corps (which as of this date is the <i>Interim Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Atlantic and Gulf Coastal Plain Region (2010)</i> ), or the State of Florida methodology prescribed in Chapter 62-340, F.A.C., <i>Delineation of the Landwater Extent of Wetlands and Surface Waters</i> (whichever is the most landward line of wetlands)?
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have Corps wetland delineation data sheets and a completed Preliminary Jurisdictional Determination Form (Exhibit 26) been completed, signed, and included for the project?
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have all wetlands on the project site been identified as either altered or high quality wetlands?
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do all wetlands identified as altered wetlands on the proposed project site consist of hydric pine plantations as shown on the aerial photo dated March 2013 (Exhibit 5), non-Section 10 ditches, or non-Section 10 borrow pits; and were confirmed by a combination of remote sensing and ground-truthing; and has a March 2007 aerial photo been included indicating the project boundary?
10.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have altered wetlands as shown on the aerial dated March 2013 (Exhibit 5) been subjected to ongoing silviculture activities within the past 5 years from the pre-application meeting?
11.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do proposed direct impacts to altered wetlands comply with the 23% limit as specified in Special Conditions 5.a. of the RGP?



<b>12.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are high quality wetland impacts limited to impact types allowed by Special Condition 5.b.(1). (Road and bridge crossings, boardwalks and paths, linear infrastructure including stormwater conveyances but not stormwater ponds, utility corridors, and any other linear access facilities necessary to support the associated development)?
<b>13.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has consideration of the following factors been demonstrated by the Applicant for determining if bridging or directional boring of the high quality wetlands is practicable: 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?
<b>14.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If impacts to high quality wetlands are proposed to exceed 100 feet in width of combined filling or clearing for a road crossing, has need been adequately demonstrated by the Applicant?
<b>15.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was first preference for each new high quality wetland road crossing location given to existing silviculture road crossings?
<b>16.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If road crossings at locations other than existing silviculture road crossings are proposed, was the crossing designed and constructed to minimize wetland impacts?
<b>17.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	For each road crossing proposed at a point where no previous silviculture road crossing existed, will an existing silviculture road crossing within the same sub-watershed be removed and the wetland connection restored?
<b>18.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall, do the application's drawings and other exhibits that document and show the number, type, location, and acreage of all wetland impacts sufficiently confirm that the proposed project fully complies with this RGP?
<b>19.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has the Applicant avoided placing fill material in wetlands for septic tanks or drainfields?
<b>20.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Will only clean fill and rock material compatible with existing soils (e.g., soil, rock, sand, marl, clay, stone, and/or concrete rubble) be used for wetland fills?

<b>21.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has the Applicant demonstrated that wetland fill will not sever a jurisdictional connection or isolate a jurisdictional area?
<b>22.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the site includes/abuts high quality wetlands, will all high quality wetlands within the project site include preserved buffers (except at road crossings), which on an individual impact site basis, are comprised of uplands and/or converted wetlands and are on average 50 feet wide, with a minimum 30-foot width, and will the buffers be placed under a conservation easement?
<b>23.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the site abuts a Conservation Unit, has an analysis been made regarding any natural streams or tributaries located within the Conservation Unit, as to the width of required buffers to be preserved between the stream or tributary and the proposed work on the site; is the preserved buffer a minimum of 100 feet in width as measured from the edge of the stream or tributary to the proposed work; is the preserved buffer included in the site plan; and if a portion of a buffer is located within a site, will it be placed under a conservation easement?
<b>24.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Except for the control of exotic plant species, will the application of fertilizers, herbicides, or pesticides be prohibited in all preserved buffers?
<b>25.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Will compensatory mitigation for individual project wetland impacts be satisfied within one or more of the following: 1) mitigation banks; 2) Conservation Units; or 3) within the project site?
<b>26.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the project includes compensatory mitigation located within the Conservation Units or on individual project sites, does the proposed compensatory mitigation plan comply with the requirements of 33 CFR Part 332, "Compensatory Mitigation for Losses of Aquatic Resources"?
<b>27.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Were direct wetland impacts associated with the proposed project and the compensatory mitigation to offset those direct wetland impacts calculated in terms of functional units (FU), as determined using the Uniform Mitigation Assessment Method (UMAM) with each acre of impact to converted wetlands assessed at 0.53 FU, and each acre of impact to unconverted wetlands assessed at 0.87 FU or in the case when a Wetland Rapid Assessment Method (WRAP) only credited mitigation bank is used, was each acre of impact to converted wetlands assessed at 0.65 FU, and each acre of impact to unconverted wetlands assessed at 0.92 FU?

<b>28.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Will the compensatory mitigation be implemented concurrent with or before proposed project impacts?
<b>29.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Conservation Units (CUs): If the proposed project or a portion of the project is located within the EMA area, and in a sub-watershed in which one of the CUs is located, will The St. Joe Company place perpetual conservation easements with the DEP as the grantee on portions of CUs equal to the percentage of the total acreage of approved projects in the affected sub-watershed per the following calculation: Using the EMA area only, divide the total approved site acreage within an approved project boundary in a sub-watershed (including impact and preserved area) by the total developable acreage of land within the sub-watershed times the total acres within the corresponding sub-watershed's CUs?
<b>30.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Will perpetual conservation easements with the DEP as the grantee, be placed on wetlands not authorized for impact on each project site (including offsite preservation areas to meet the 23% altered wetland requirement) following individual project approval, but prior to commencing any activities authorized by this RGP (or according to the timeframe specified as a special condition in the project specific approval); and does the proposed conservation easement comport with Exhibit 23 of the RGP?
<b>31.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	For projects that include off-site preservation of altered wetlands, are the boundaries of the off-site preservation area reasonable and include intermixed and adjacent unconverted wetlands?
<b>32.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	For compensatory mitigation conducted outside of a mitigation bank, will a perpetual conservation easement with the DEP as the grantee, be placed on the mitigation area prior to commencing any activities authorized by this RGP on the individual project for which the mitigation is approved (or according to the timeframe specified as a special condition in the project specific approval); and does the proposed conservation easement comport with Exhibit 23 of the RGP?
<b>33.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a set of signed and sealed stormwater management system plans been submitted by a Florida registered professional to the DEP for review as required by Part III, Section D of the ERP application?

34.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the application include a signed statement by a Florida registered professional certifying that the project conforms to Chapter 62-330 F.A.C. and Applicant's Handbook, Volumes 2, to the additional level of treatment as set forth in the EMA, and to the heightened sediment erosion control measures (Exhibit 2)?
35.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was documentation of coordination with SHPO provided?
36.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If required by the SHPO, did the applicant conduct a Phase I archeological and historical survey on the proposed project site?
37.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If required, will measures identified to avoid, minimize or mitigate adverse impacts to historic properties listed, or eligible for listing in the <i>National Register of Historic Places</i> , or otherwise of archeological or historical, be made special conditions of the RGP authorization for the proposed project?
38.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Was documentation provided with respect to the Bald Eagle ( <i>Haliaeetus leucocephalus</i> ) that states whether or not a bald eagle's nest is located on or in the vicinity of the project site?
39.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If a bald eagle's nest occurs within 660 feet of a project, has the applicant followed the U.S. Fish and Wildlife Service's May 2007 National Bald Eagle Management Guidelines? Has the applicant contacted the Florida Fish and Wildlife Conservation Commission for recommendations relative to Florida's Bald Eagle Management Plan and Permitting Guidelines to ensure the project is consistent with the provisions of Rule 68A-16.002, Florida Administration Rule? Have appropriate protections been incorporated in the project and documentation provided showing how the appropriate protections will be implemented?

<b>40.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has documentation of coordination with the FWC regarding any needed fish and wildlife surveys for the project area, and any measures needed to avoid, minimize, or mitigate adverse impacts to state listed/protected fish and wildlife species and their habitats including any plan to obtain a permit if required by Chapter 68A-27, F.A.C. been provided?
<b>41.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has an updated ledger balance sheet demonstrating compliance with the RGP been submitted in accordance with Special Condition 14?
<b>42.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the project is located within a Conservation Unit for an activity listed in Special Conditions 12.d (4), (6), (9), (11), and 12.e, has the Checklist for Activities Requiring Conservation Unit Project Approval within Type I and Type II Conservation Units (Exhibit 24 or 25) been completed and provided?
<b>43.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the project is located within 100 feet of the Gulf Intracoastal Waterway or its right-of-way as depicted on Exhibits 30, 31, and 32, has the Applicant followed the <i>“Conditions for work adjacent to the Gulf Intracoastal Waterway, right-of-way, dredge material disposal easements, and vehicular access points”</i> ?



## GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement actions for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings for exhibits. Any unauthorized deviate from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.017(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledge of title, and does not constitute authority for the use of the submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by the Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
  - a. Have access to and copy any records that must kept under the conditions of this permit;
  - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
  - c. Sample or monitor any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- a. A description of and cause of noncompliance; and
- b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrent so the noncompliance.
- c. The permittee shall be responsible for any and all damages, which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with rules 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500).

14. The permittee shall comply with the following:

- a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) requirement by the permit copies of all reports required by this permit, and records of all data used to complete the application for this permit.

These materials shall be retained at least 3 years from the date of sample, measurement, report, or application unless otherwise specified by Department rule.

- c. Records of monitoring performance shall include:
  - 1. the date, exact place, and time of sampling or measurements;
  - 2. the person responsible for performing the sampling or measurements;
  - 3. the dates analyses were performed;
  - 4. the person responsible for performing analyses
  - 5. the analytical techniques or methods used; and
  - 6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable amount of time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

## NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for the administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

### Petition for Administration Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petition's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of the how the petition's substantial interests are or will be affected by the agency determination.
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take vital respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.63(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of the receipt of notice, regardless of the date of publication. The failure to petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1) (a) or 373.4275, F.S., may also seek appellate review of this order before the land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

#### Judicial Review

Any party to this action has the right to seek judicial; review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with a Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S., Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable fees with the appropriate District Court of Appeal.

## **MITIGATION EASEMENT**

### **DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by THE ST. JOE COMPANY/ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., having an address at 133 South Watersound Parkway, Watersound, Florida 32413 (Grantor) to the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000 (Grantee) with third party enforcement rights to the U.S. Army Corps of Engineers (Third Party Beneficiary). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined); the term Grantee shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

### **WITNESSETH**

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Bay County and Walton County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Department and Grantor have executed an Ecosystem Management Agreement, dated \_\_\_\_\_, (Agreement), which authorizes certain activities which affect waters in or of the State of Florida;

WHEREAS, the Agreement and individual project approvals issued pursuant to the Agreement ("Approval") requires that the Grantor preserve, enhance, or restore wetlands or uplands within specified mitigation areas;

WHEREAS, Grantor grants this conservation easement as a condition of the Approval to offset or prevent adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions;

WHEREAS, the U.S. Army Corps of Engineers (the "Corps") General Permit No. SAJ-114 (RGP) (Corps Permit) authorizes certain activities in the waters of the United States and requires this conservation easement over the lands identified in Exhibit A as part of the mitigation for such activities; and

WHEREAS, the Corps is not authorized to hold conservation easements and the Grantee has agreed to hold the easement on behalf of the Corps as well as on its own behalf; and

WHEREAS, this conservation easement is subject to and governed by the Agreement and the RGP and provisions within both the Agreement and RGP affect this conservation easement



and owners of property subject to this conservation easement are advised to refer to the Agreement and RGP, which documents are available as public records.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition so as to preserve their environmental value and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland or upland areas included in the conservation easement which are to be enhanced or restored pursuant to the Approval shall be retained and maintained in the enhanced or restored conditions required by the Approval.

2. Rights of Grantee. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. The right to take action to restore, preserve and protect the environmental value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the purpose of this conservation easement.

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor is complying with the purposes of this conservation easement; and

d. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Any activity which violates the purpose of this conservation easement is prohibited, including the following:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, docks, or other structures on or above the ground, except in accordance with Section 4;
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation, except for timbering done in accordance with the Principles for Forest and Wildlife Management Plan which is part of the Agreement and for the purpose of enhancing or restoring wetlands or uplands in the mitigation area in accordance with applicable permits;
- d. Planting or seeding of plants that are outside its natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community with which it has not previously associated;
- e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance;
- f. Surface use except for purposes that allow the land or water area to remain in its natural condition;
- g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;
- h. Acts or uses detrimental to retention of land and water areas as existing or restored;
- i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; and
- j. The application of fertilizers, herbicides and pesticides is prohibited, except in buffers as authorized in accordance with Section 4(i).
- k. No wells shall be installed within the Property.

4. Authorized activities. Any activity which is consistent with the purpose of this conservation easement is authorized, including the following:

- a. Fire fighting or fire suppression activities;
- b. Machine clearing of fire lines/fire breaks as part of controlled burn activities, fire fighting, or fire suppression. Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

- c. Installation of fences for land management or habitat protection purposes;
- d. Removal or extermination of nuisance or exotic plant species;
- e. Hunting, fishing or birding;
- f. Installation of signs for land management, facilitating passive recreation or habitat protection purposes;
- g. Maintenance of unpaved nature trails;
- h. Installation of interpretive signs for nature trails; and
- i. Within buffers that are required to be preserved by the Approval and that are part of the Property, construction of boardwalks for dock access and on-grade trails will be permitted. Also, application of fertilizers, herbicides and pesticides is authorized to the extent fertilizers, herbicides and pesticides are used to control exotic plant vegetation within the buffers.

5. Reserved Rights. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with purpose of this conservation easement or any Department rule, criteria, and Agreement.

6. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

7. Responsibilities of Parties. Grantor, its successors or assigns, shall take responsibility for any costs or liabilities related to the ownership, operation, upkeep or maintenance of the Property. In addition Grantee and Third Party Beneficiary, their successors or assigns, shall have no responsibility for any costs or liabilities related to the ownership, operation, upkeep or maintenance of the Property.

8. Taxes. Grantor, its successors or assigns, shall pay, before delinquency, any and all taxes, assessments, fees, and charges of whatever description levied or assessed by competent authority on the Property, and shall furnish Grantee with satisfactory evidence of payment upon request

9. Liability. Grantee shall not assume any liability for any injury or damage to the person or property of Grantor or third parties which may occur on the Property, except to the extent Grantee, or its employees or agents, are found legally responsible therefor. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property, except to the extent Grantee or its employees or agents are found legally responsible therefor. Furthermore, Grantor shall indemnify and hold harmless Grantee for all liability, and injury or damage to the person or property of third parties which may occur on the Property, except to the extent Grantee or its employees or agents are legally responsible therefor. Grantee may not bring any action against Grantor for any injury to or change in the

property resulting from natural causes beyond Grantor's control including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the property or to persons resulting from such causes.

10. Hazardous Waste. Grantor covenants and represents that to the best of its knowledge no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property.

11. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights.

12. Enforcement Costs. If the Grantee prevails in an enforcement action, it shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required by the aforementioned Approval.

13. Assignment of Rights. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws. The Corps reserves the right to approve successor grantees for the purpose of meeting the continuing compensatory mitigation requirements of its permit, permits or individual project approvals.

14. Recording in Land Records. Grantor shall record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Bay County or Walton County, Florida, as applicable. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

15. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

16. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

17. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

18. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by Agreement modification as necessary and written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records of Bay County or Walton County, Florida, as applicable.

19. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

20. Rights of the Corps. The Corps, as a third party beneficiary, shall have all the rights of Grantee under this easement. The Corps shall approve any modification, alteration, release, or revocation of the conservation easement, and shall review and approve as necessary any additional structures or activities on the property that require approval by the Grantee. The Grantor shall provide the Corps (District Engineer) at least 60 days advance notice in writing before any action is taken to modify, alter, release or revoke this Conservation Easement.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms and conditions of this conservation easement; that all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that Grantor hereby fully warrants and defends the title to this conservation easement against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_ (name) \_\_\_\_\_ as \_\_\_\_\_ (title) \_\_\_\_\_ of the Department of Environmental Protection. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal at in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[Notary Seal]

\_\_\_\_\_  
Print Notary Name

Commission Expiration: \_\_\_\_\_

Commission Number: \_\_\_\_\_

# **TYPE I CONSERVATION UNIT EASEMENT**

## **DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_day of \_\_\_\_\_ 20\_\_, by THE ST. JOE COMPANY/ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., having an address at 133 South Watersound Parkway, Watersound, Florida 32413 (Grantor) to the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000 (Grantee) with third party enforcement rights to the U.S. Army Corps of Engineers (Third Party Beneficiary). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined); the term Grantee shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

### **WITNESSETH**

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Bay County and Walton County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Department and Grantor executed an Ecosystem Management Agreement, dated \_\_\_\_\_, (Agreement), which authorizes certain activities that affect waters in or of the State of Florida;

WHEREAS, the Agreement and individual project approvals issued pursuant to the Agreement ("Approval") requires the set aside of certain areas called Type I Conservation Units, as defined in the Agreement, and requires that the Grantor exclude from development wetlands and uplands within such Type I Conservation Units;

WHEREAS, the Property is a part of a Type I Conservation Unit;

WHEREAS, Grantor grants this conservation easement as a condition of the Approval to offset or prevent secondary and cumulative adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions, and to provide a net ecosystem benefit as provided in the Agreement;

WHEREAS, the U.S. Army Corps of Engineers (the "Corps") General Permit No. SAJ-114 (RGP) authorizes certain activities in the waters of the United States and requires this conservation easement over the lands identified in Exhibit A as a condition for such activities; and

WHEREAS The Corps is not authorized to hold conservation easements and the Grantee has agreed to hold the easement on behalf of the Corps as well as on its own behalf; and

WHEREAS, this conservation easement is subject to and governed by the Agreement and the RGP and provisions within both the Agreement and RGP affect this conservation easement and owners of property subject to this conservation easement are advised to refer to the Agreement and RGP, which documents are available as public records.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement as defined in Section 704.06 Florida Statutes, for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural vegetative, hydrologic, scenic, agricultural or wooded condition so as to preserve their environmental value and to retain such areas as suitable habitat for fish, plants or wildlife, while allowing certain passive recreational activities and facilities. Those wetland or upland areas included in the Type I Conservation Units which are to be enhanced or restored pursuant to the Approval shall be retained and maintained in the enhanced or restored conditions required by the Approval.

2. Rights of Grantee. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. The right to take action to preserve and protect the environmental value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the purpose of this conservation easement;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor or its successors and assigns are complying with the purpose of this conservation easement; and

d. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Activities. Any activity which violates the purpose of this conservation easement is prohibited, including the following:

- a. Construction or placing of buildings, roads, signs, billboards, docks or other similar structures on or above the ground, except in accordance with Section 4 below;
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation, except for timbering done in accordance with the Principles for Forest and Wildlife Management of Conservation Units within the Bay-Walton EMA ("Forest and Wildlife Plan") which is part of the Agreement and for the purpose of enhancing or restoring wetlands or uplands in a mitigation area in accordance with applicable permits;
- d. Planting or seeding of plants that are outside their natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community on the Property with which it has not previously associated;
- e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance;
- f. Surface use except for purposes that allow the land or water area to remain in its natural condition;
- g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;
- h. Acts or uses detrimental to such aforementioned retention of land or water areas;
- i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; and.
- j. The application of fertilizers, herbicides and pesticides is prohibited, except in buffers as authorized in accordance with Section 4(l).
- k. No wells shall be installed within the Property.

4. Authorized activities. Any activity which is consistent with the purpose of this conservation easement is authorized, including the following:

- a. Wetland and upland habitat enhancement and restoration.
- b. Forest management, which shall be conducted through sustainable forestry, uneven age management regimes and best management practices, in accordance with, and as

defined in the Principles for Forest and Wildlife Management of Conservation Units within the Bay-Walton Ecosystem Management Agreement and RGP-SAJ-114 (“Forest and Wildlife Management Plan”) which is part of the Agreement. No timbering of cypress or wetland hardwoods or clear cutting is permitted except as allowed in the Forest and Wildlife Management Plan.

- c. Hunting, fishing, and birding.
- d. Passive recreational facilities and activities such as hiking and biking trails, boardwalks, gathering shelters, restrooms, camping platforms, horseback trails and hitching areas and other facilities of a similar nature. These facilities shall result in no more than minimal impacts. Trails and boardwalks may cross wetlands, but must be minimized to the maximum extent practicable. All other facilities may only be located in uplands.
- e. Wetland mitigation as required by any future permit.
- f. Green Burial Council certified *Conservation Burial Grounds*. This level of certification employs burial/scattering programs that aid in the restoration, acquisition and/or stewardship of natural areas.
- g. Reinstitution of fire regime, including necessary firebreaks, which mimics natural conditions.
- h. Linear utilities and infrastructure facilities, which shall be defined as (i) electric transmission, collection and/or distribution lines, (ii) water transmission, collection and/or distribution lines, (iii) sewer transmission, collection and/or distribution lines, (iv) natural gas transmission, collection and/or distribution lines, (v) data and/or telecommunications transmission, collection and/or distribution lines (phone, cable, fiber optics, internet), and (vi) stormwater conveyances, but not stormwater ponds. In addition, ancillary facilities that are part of and support the linear utilities and infrastructure facilities described above shall be allowed. All linear utilities and infrastructure facilities shall, when practical, be co-located with road crossings and be installed by direct bore methods. The linear infrastructure shall be subject to the criteria and wetland impact limitations as set forth in special condition 5.c of the RGP and paragraph 3 of Article VII. of the Agreement.
- i. Activities needed to maintain, in current condition, existing access, roads and ditches within and through the Property. These allowable maintenance activities do not include activities to relocate such access, roads and ditches.
- j. Nature Centers, including single access roads. A Leadership in Energy and Environmental Design (LEED) certification of silver or higher must be obtained for any enclosed structures. Nature Centers may only be located in uplands. Access roads to serve nature centers must comply with special conditions 5.c and 12.e(i) of the RGP and paragraph 12 of Article V and paragraph 3 of Article VII of the Agreement.



k. Within buffers that are required to be preserved by the Approval and that are part of the Property, construction of boardwalks for dock access and on-grade trails will be permitted. Also, application of fertilizers, herbicides and pesticides is authorized to the extent fertilizers, herbicides and pesticides are used to control exotic plant vegetation within the buffers.

5. Land Disturbance. Activities which result in any manmade change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, grading, grubbing, discing, blading, contouring, ripping, root raking and includes areas covered by impervious surfaces such as roofs, concrete and asphalt, but excluding pervious hiking and biking trails, pervious horseback riding trails and boardwalks (“Land Disturbance”) are prohibited, except to the extent Land Disturbance occurs as a result of activities which are allowed in this Section. The Agreement and RGP place restrictions on the amount of Land Disturbance which can occur within the total area of Conservation Units and require certain mitigation for any Land Disturbance or impacts to converted wetlands within the Conservation Units.

6. Written Approval Required. Written approval from the Corps and DEP shall be required for any uses, activities or facilities sought to be constructed on the Property as allowed by this conservation easement (“Conservation Unit Project Approval”). Written authorization for allowable projects within the Property is required prior to initiation of construction. Conservation Unit Project Approval shall be conducted consistent with special condition 18 of the RGP and Article V of the Agreement. In applying for Conservation Unit Project Approval an applicant will be required to include an avoidance and minimization impact analysis with respect to the proposed uses, activities and facilities and review by the Corps and DEP will include a review of the total scale of facility to insure that the proposed use, activity or facility is limited and consistent with the preservation objectives of the Conservation Units.

7. Reserved Rights. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with the purpose of this conservation easement or any Department rule, criteria, or Agreement.

8. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

9. Responsibilities of Parties. Grantor, its successors or assigns, shall take responsibility for any costs or liabilities related to the ownership, operation, upkeep or maintenance of the Property. In addition, the Grantee and Third Party Beneficiary, their successors or assigns, shall have no responsibility for any costs or liabilities related to the ownership, operation, upkeep or maintenance of the Property.

10. Taxes. Grantor, its successors or assigns, shall pay, before delinquency, any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish Grantee with satisfactory evidence of payment upon request.

11. Liability. Grantee shall not assume any liability for any injury or damage to the person or property of Grantor or third parties which may occur on the Property, except to the extent Grantee or its employees or agents is found legally responsible therefore. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property, except to the extent Grantee or its employees or agents is found legally responsible therefore. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless Grantee from all liability, and injury or damage to the person or property of third parties which may occur on the Property, except to the extent Grantee or its employees or agents is found legally responsible therefore. Grantee may not bring any action against Grantor for any injury to or change in the property resulting from natural causes beyond Grantor's control including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the property or to persons resulting from such causes.

12. Hazardous Waste. Grantor covenants and represents that to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property.

13. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the discretion of Grantee, and any forbearance on the part of Grantee to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights.

14. Enforcement Costs. If the Grantee prevails in an enforcement action, it shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required by the RGP and the Approval.

15. Assignment of Rights. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws. The Corps reserves the right to approve successor grantees for the purpose of meeting the continuing compensatory mitigation requirements of its permit, permits or individual project approvals.

16. Recording in Land Records. Grantor shall record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Bay County or Walton County, Florida, as applicable. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

17. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

18. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

19. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

20. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by Agreement modification as necessary and written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records of Bay County or Walton County, Florida, as applicable.

21. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

22. Rights of the Corps. The Corps, as a third party beneficiary, shall have all the rights of Grantee under this easement. The Corps shall approve any modification, alteration, release, or revocation of the conservation easement, and shall review and approve as necessary any additional structures or activities on the property that require approval by the Grantee. The Grantor shall provide the Corps (District Engineer) at least 60 days advance notice in writing before any action is taken to modify, alter, release or revoke this Conservation Easement.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms and conditions of this conservation easement; that all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that Grantor hereby fully warrants and defends the title to this conservation easement against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the Grantor has executed this Conservation easement on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_ (name) \_\_\_\_\_ as \_\_\_\_\_ (title) \_\_\_\_\_ of the Department of Environmental Protection. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal at in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[Notary Seal]

\_\_\_\_\_  
Print Notary Name  
Commission Expiration: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



## **TYPE II CONSERVATION UNIT EASEMENT**

### **DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by THE ST. JOE COMPANY/ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., having an address at 133 South Watersound Parkway, Watersound, Florida 32413 (Grantor) to the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000 (Grantee) with third party enforcement rights to the U.S. Army Corps of Engineers (Third Party Beneficiary). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined); the term Grantee shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

### **WITNESSETH**

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Bay County and Walton County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Department and Grantor executed an Ecosystem Management Agreement, dated \_\_\_\_\_, (Agreement), which authorizes certain activities that affect waters in or of the State of Florida;

WHEREAS, the Agreement and individual project approvals issued pursuant to the Agreement ("Approval") requires the set aside of certain areas called Type II Conservation Units, as defined in the Agreement, and requires that the Grantor exclude from development wetlands and uplands within such Type II Conservation Units;

WHEREAS, the Property is a part of a Type II Conservation Unit;

WHEREAS, Grantor grants this conservation easement as a condition of the Approval to offset or prevent secondary and cumulative adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions, and to provide a net ecosystem benefit as provided in the Agreement;

WHEREAS, the U.S. Army Corps of Engineers (Corps) General Permit No. SAJ-114 (RGP) authorizes certain activities in the waters of the United States and requires this conservation easement over the lands identified in Exhibit A as a condition for such activities; and

WHEREAS The Corps is not authorized to hold conservation easements and the Grantee has agreed to hold the easement on behalf of the Corps as well as on its own behalf; and

WHEREAS, this conservation easement is subject to and governed by the Agreement and the RGP and provisions within both the Agreement and RGP affect this conservation easement and owners of property subject to this conservation easement are advised to refer to the Agreement and RGP, which documents are available as public records.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement as defined in Section 704.06 Florida Statutes, for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural vegetative, hydrologic, scenic, agricultural or wooded condition so as to preserve their environmental value and to retain such areas as suitable habitat for fish, plants or wildlife while generally allowing certain limited areas to be used for recreational purposes consistent with the West Bay Preservation Area land use category as defined in the West Bay Sector Plan. Those wetland or upland areas included in the Type II Conservation Units which are to be enhanced or restored pursuant to the Approval shall be retained and maintained in the enhanced or restored conditions required by the Approval.

2. Rights of Grantee. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. The right to take action to preserve and protect the environmental value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the purpose of this conservation easement;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor or its successors and assigns are complying with the purpose of this conservation easement; and

d. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the

right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Activities. Any activity which violates the purpose of this conservation easement is prohibited, including the following:

a. Construction or placing of buildings, roads, signs, billboards, or other similar structures on or above the ground, except in accordance with Section 4 below;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for timbering done in accordance with the Principles for Forest and Wildlife Management of Conservation Units within the Bay-Walton EMA ("Forest and Wildlife Plan") which is part of the Agreement and for the purpose of enhancing or restoring wetlands or uplands in a mitigation area in accordance with applicable permits;

d. Planting or seeding of plants that are outside their natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community on the Property with which it has not previously associated;

e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance;

f. Surface use except for purposes that allow the land or water area to remain in its natural condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

h. Acts or uses detrimental to such aforementioned retention of land or water areas;

i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; and

j. The application of fertilizers, herbicides and pesticides is prohibited, except in buffers as authorized in accordance with Section 4(n).

k. No wells shall be installed within the Property.

4. Authorized activities. Any activity which is consistent with the purpose of this conservation easement is authorized, including the following:

a. Wetland and upland habitat enhancement and restoration.



b. Forest management, which shall be conducted through sustainable forestry, uneven age management regimes and best management practices, in accordance with, and defined in the Principles for Forest and Wildlife Management of Conservation Units within the Bay-Walton Ecosystem Management Agreement and RGP SAJ-114 (“Forest and Wildlife Management Plan”) which is part of the Agreement. No timbering of cypress or wetland hardwoods or clear cutting is permitted except as allowed in the Forest and Wildlife Management Plan.

c. Hunting, fishing, and birding.

d. Passive recreational facilities and activities such as hiking and biking trails, boardwalks, gathering shelters, restrooms, camping platforms, horseback trails and hitching areas and other facilities of a similar nature. These facilities shall result in no more than minimal impacts. Trails and boardwalks may cross wetlands, but must be minimized to the maximum extent practicable. All other facilities may only be located in uplands.

e. Wetland mitigation as required by any future permit.

f. Green Burial Council certified *Conservation Burial Grounds*. This level of certification employs burial/scattering programs that aid in the restoration, acquisition and/or stewardship of natural areas.

g. Reinstitution of fire regime, including necessary firebreaks, which mimics natural conditions.

h. Linear utilities and infrastructure facilities, which shall be defined as (i) electric transmission, collection and/or distribution lines, (ii) water transmission, collection and/or distribution lines, (iii) sewer transmission, collection and/or distribution lines, (iv) natural gas transmission, collection and/or distribution lines, (v) data and/or telecommunications transmission, collection and/or distribution lines (phone, cable, fiber optics, internet), and (vi) stormwater conveyances, but not stormwater ponds. In addition, ancillary facilities that are part of and support the linear utilities and infrastructure facilities described above shall be allowed. All linear utilities and infrastructure facilities shall, when practical, be co-located with road crossings and be installed by direct bore methods. The linear infrastructure shall be subject to the criteria and wetland impact limitations as set forth in special condition 5.c of the RGP and paragraph 3 of Article VII of the Agreement.

i. Activities needed to maintain, in current condition, existing access, roads and ditches within and through the Property. These allowable maintenance activities do not include activities to relocate such access.

j. Nature Centers, including single access roads. A Leadership in Energy and Environmental Design (LEED) certification of silver or higher must be obtained for any enclosed structures. Nature Centers may only be located in uplands. Access roads to serve nature centers must comply with special conditions 5.c and 12.e.(i) of the RGP and paragraph 12 of Article V and paragraph 3 of Article VII of the Agreement.

k. Road and bridge crossings to support associated development. All crossings in wetlands shall be designed so that the hydrologic conveyance is not reduced or impaired. Bridging is required wherever practicable. The following factors shall be considered when determining if bridging of the wetlands is practicable: 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. Road and bridge crossings shall be designed and constructed to minimize wetland and upland impacts and must comply with special condition 5.c of the RGP and paragraph 3 of Article VII of the Agreement.

l. Certain recreational facilities to include boat ramps, fishing piers, parks, picnic areas and pavilions, playgrounds/tot lots, nature facilities, but excluding any sports or ball fields, including baseball fields, soccer fields, tennis courts, basketball courts and golf courses. In addition, parking facilities are allowed, but shall be constructed with pervious surfaces, unless it is impracticable to use pervious surfaces, in which event impervious surfaces may be used. Boat Ramps, fishing piers and access roads may cross wetlands, but must be minimized to the maximum extent practicable. All other facilities may only be located in uplands. Access roads to serve active recreational uses and activities must use existing roads to the maximum extent practicable and otherwise must comply with special conditions 5.c and 12.e.(i) of the RGP and paragraph 12 of Article V and paragraph 3 of Article VII of the Agreement.

n. Within buffers that are required to be preserved by the Approval and that are part of the Property, construction of boardwalks for dock access and on-grade trails will be permitted. Also, application of fertilizers, herbicides and pesticides is authorized to the extent fertilizers, herbicides and pesticides are used to control exotic plant vegetation within the buffers.

5. Land Disturbance. Activities which result in any manmade change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, grading, grubbing, disking, blading, contouring, ripping, root raking and includes areas covered by impervious surfaces such as roofs, concrete and asphalt, but excluding pervious hiking and biking trails, pervious horseback riding trails and boardwalks ("Land Disturbance") are prohibited, except to the extent Land Disturbance occurs as a result of activities which are allowed in this Section. The Agreement and RGP place restrictions on the amount of Land Disturbance which can occur within the total area of Conservation Units and require certain mitigation for any Land Disturbance or impacts to converted wetlands within the Conservation Units.

6. Written Approval Required. Written approval from the Corps and DEP shall be required for any uses, activities or facilities sought to be constructed on the Property as allowed by this conservation easement ("Conservation Unit Project Approval"). Written authorization for allowable projects within the Property is required prior to initiation of construction. Conservation Unit Project Approval shall be conducted consistent with special condition 18 of the RGP and Article V of the Agreement. In applying for Conservation Unit Project Approval an applicant will be required to include an avoidance and minimization impact analysis with respect to the proposed uses, activities and facilities and review by the Corps and DEP will

include a review of the total scale of facility to insure that the proposed use, activity or facility is limited and consistent with the preservation objectives of the Conservation Units.

7. Reserved Rights. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with the purpose of this conservation easement.

8. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

9. Responsibilities of Parties. Grantor, its successors or assigns, shall take responsibility for any costs or liabilities related to the ownership, operation, upkeep or maintenance of the Property. In addition, the Grantee and Third Party Beneficiary, their successors or assigns, shall have no responsibility for any costs or liabilities related to the ownership, operation, upkeep or maintenance of the Property.

10. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish Grantee with satisfactory evidence of payment upon request

11. Liability. Grantee shall not assume any liability for any injury or damage to the person or property of Grantor or third parties which may occur on the Property, except to the extent Grantee or its employees or agents is found legally responsible therefore. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property, except to the extent Grantee or its employees or agents is found legally responsible therefore. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless Grantee from all liability, and injury or damage to the person or property of third parties which may occur on the Property, except to the extent Grantee or its employees or agents is found legally responsible therefore. Grantee may not bring any action against Grantor for any injury to or change in the property resulting from natural causes beyond Grantor's control including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the property or to persons resulting from such causes.

12. Hazardous Waste. Grantor covenants and represents that to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property.

13. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the discretion of Grantee, and any forbearance on the part of Grantee to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights.



14. Enforcement Costs. If the Grantee prevails in an enforcement action, it shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required by the RGP and the Approval.

15. Assignment of Rights. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws. The Corps reserves the right to approve successor grantees for the purpose of meeting the continuing compensatory mitigation requirements of its permit, permits or individual project approvals.

16. Recording in Land Records. Grantor shall record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Bay County or Walton County, Florida as applicable. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

17. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

18. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

19. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

20. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by Agreement modification as necessary and written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records of Bay County or Walton County, Florida, as applicable.

21. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

22. Rights of the Corps. The Corps, as a third party beneficiary, shall have all the rights of Grantee under this easement. The Corps shall approve any modification, alteration, release, or revocation of the conservation easement, and shall review and approve as necessary any additional structures or activities on the property that require approval by the Grantee. The Grantor shall provide the Corps (District Engineer) at least 60 days advance notice in writing before any action is taken to modify, alter, release or revoke this Conservation Easement.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms and conditions of this conservation easement; that all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that Grantor hereby fully warrants and defends the title to this conservation easement against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the Grantor has executed this Conservation easement on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_\_(name)\_\_\_\_\_ as \_\_\_\_\_(title)\_\_\_\_\_ of the Department of Environmental Protection. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal at in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[Notary Seal]

\_\_\_\_\_  
Print Notary Name  
Commission Expiration: \_\_\_\_\_  
Commission Number: \_\_\_\_\_