

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

3  
4 **Bay-Walton Sector Plan**

5  
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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 **II. Agreement Overview**  
91

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

98  
99 Execution of the Agreement by DEP shall constitute final agency action for Environmental  
100 Resource Permitting (E.R.P.), pursuant to Chapters 403 and 373, F.S., and Chapter 62-330 F.A.C.,  
101 and the accompanying Applicant's Handbooks, Volumes 1 (General and Environmental) and 2  
102 (Design Requirements for Stormwater Management Systems -Water Quantity and Water Quality).  
103 This Agreement is the sole mechanism, with the exception of lands conveyed to the Florida  
104 Department of Transportation (FDOT), used by St. Joe to obtain authorization to conduct the  
105 specific activities, as set forth in Article VI, within the Agreement Area. Although FDOT is  
106 encouraged to use this agreement to permit activities within the EMA boundaries, they are capable  
107 of applying separately using the rules in place at the time of application. If the FDOT submits an  
108 application absent the use of this agreement, the application will still be evaluated using the criteria  
109 set forth in this document to the fullest extent practicable. The St. Joe Company, through voluntary  
110 conveyance of property, transaction, or other agreement with FDOT agrees to calculate impacts  
111 associated with FDOT projects in accordance with the established caps and developable criteria  
112 associated with high quality and altered wetlands. For FDOT projects, DEP and The St. Joe  
113 Company agree that any impacts to high quality wetlands which are approved by DEP will apply  
114 to the high quality wetland cap contained in the EMA; and for every 1 acre of impact to altered  
115 wetlands as approved by DEP, 3.35 acres of altered wetlands shall be conserved within the same  
116 sub-watershed.

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

128  
129 This Agreement does not constitute approval by the Board of Trustees of the Internal Improvement  
130 Trust Fund to conduct activities on sovereign submerged lands. Such approval, if needed, must be  
131 obtained separately by St. Joe prior to conducting any activities on sovereign submerged lands.

132  
133  
134 **III. Description of Agreement Area & Ecosystem Characteristics**

135  
136 Located within the Lower Choctawhatchee and St. Andrews Bay Watersheds, the Agreement Area  
137 encompasses approximately 28,327 acres of property, (see **Exhibit 1**). General cardinal boundaries

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

#### 143 144 **IV. EMA Process**

145  
146 The St. Joe Company has extensive landholdings in northwest Florida, some of which it intends to  
147 develop, requiring E.R.P. permits. In 2004, DEP and St. Joe entered into an Ecosystem  
148 Management Agreement for property located in Bay and Walton Counties. In 2015, DEP and St.  
149 Joe entered into a second Ecosystem Management Agreement for 42,889 acres in West Bay, Bay  
150 County, Florida. Also, in 2015, St. Joe received state and local approval for the Bay-Walton Sector  
151 Plan covering approximately 110,500 acres of St. Joe owned property. In June 2015 St. Joe  
152 approached DEP, USACE, and other commenting agencies to begin discussions to determine  
153 whether lands within the Bay-Walton Sector Plan were appropriate for a third Ecosystem  
154 Management Agreement due to the significant development plans within the area. The effort to  
155 develop this Agreement was modeled on the development of the previous Ecosystem Management  
156 Agreements and USACE's SAJ-105, a federal document. Meetings commenced in June 2015, and  
157 have been held on a regular basis until the execution of this Agreement. Early in the discussion, it  
158 was recognized that a more comprehensive approach to the evaluation and regulation of the  
159 development within the Bay-Walton Sector Plan is necessary to deal with the expected  
160 development in the area. This process would benefit the environment and the economy by  
161 streamlining regulation. The ensuing discussions were guided by an interagency team of senior  
162 staff representatives from the USACE, DEP, Environmental Protection Agency (EPA), U.S. Fish  
163 and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and  
164 The St. Joe Company. The interagency team defined and developed a series of issues, including:  
165 wetland delineation, wetland functional quality, identification of permitting and mitigation for  
166 watershed basins and sub-basins, cumulative and secondary impacts, impact assessment, impact  
167 amounts, types of impacts, impact clustering, mitigation, buffers, stormwater treatment, and  
168 federal and state listed/protected species. The team conducted workshops and extensive field  
169 inspections, including evaluation of wetland functional assessments, flatwoods salamander habitat  
170 assessments and field verification of GIS data.

#### 171 172 173 **V. Conservation Units**

174  
175 Central to this Agreement is the concept of "Conservation Units," areas of high quality habitat and  
176 landscape function, which have been identified and are to be excluded from development.  
177 Conservation Units include areas of uplands and wetlands. In this Agreement, Conservation Units  
178 have been divided between Type I Conservation Units, which contain 3,310.5 acres and Type II  
179 Conservation Units, which contain 4,303.5 acres (refer to **Exhibit 4**). All Conservation Units are  
180 designated as Long Term Conservation in a portion of the Bay-Walton Sector Plan. This land use  
181 precludes development, but does permit certain recreational facilities and activities. Type I  
182 Conservation Units are of higher quality habitat and function than Type II Conservation Units. As

183 a result, not all of the land uses allowed by this Agreement in Type II Conservation Units will be  
184 allowed in Type I Conservation Units.

185  
186 The twelve (12) Conservation Units within the Agreement Area are identified in **Exhibits 5-16**.  
187 Future development will be planned and designed to accommodate and complement the  
188 Conservation Units, in order to maximize their habitat values and functions. As community and  
189 economic development occurs within the Agreement Area, the Conservation Units and open space  
190 within individual project sites will be designed with connective qualities, primarily to link  
191 Conservation Units. Over time, this will increase the value of the Conservation landscape within  
192 the Agreement Area. These Conservation Units link wildlife corridors and protected  
193 upland/wetland habitats from Pine Log State Forest to Choctawhatchee Bay.

194  
195 Five ecological criteria were adopted by the interagency team to analyze and select appropriate  
196 areas for inclusion in Conservation Units: Regional Significance, Biodiversity, Water Quality,  
197 Essential Fish Habitat and Nursery/Living Marine Resources (see **Exhibits 5-16 - Conservation**  
198 **Unit Maps & Descriptions**). Many of these Conservation Units have been altered to planted pine  
199 plantations, but are restorable to more natural conditions. Their specific locations were chosen  
200 based on their present and potential contributions to the ecosystems in and surrounding the  
201 Agreement Area. The Conservation Units within this EMA were approved by the state as well as  
202 both Bay County and Walton County as Long Term Conservation land use under the Bay-Walton  
203 Sector Plan. Conservation Units may only be used for mitigation/conservation purposes and  
204 limited recreational purposes.

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

215  
216 **TYPE I CONSERVATION UNITS** – The uses and activities allowed in Type I Conservation Units  
217 are limited to the following:

- 218
- 219 1. Wetland and upland habitat enhancement and restoration.
  - 220
  - 221 2. Forest management, which shall be conducted through sustainable forestry, uneven age  
222 management regimes and best management practices, in accordance with, and as defined  
223 in the Principles for Forest and Wildlife Management of Conservation Units within the  
224 Bay-Walton Sector Plan Ecosystem Management Agreement and RGP SAJ-114 ("Forest  
225 and Wildlife Management Plan," see **Exhibit 17**). No timbering of cypress or wetland  
226 hardwoods or clear cutting is permitted except as allowed in the Forest and Wildlife  
227 Management Plan.
  - 228

- 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

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

321

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

335

336

337 **VI. Permitted Activities**

338

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

346

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

360

361

362 **VII. Wetland Impacts and Stormwater**

363

364 The Agreement Area, as depicted in **Exhibit 1**, is divided into six sub-watersheds, including: Peach  
365 Creek Subwatershed, Mitchell River - Choctawhatchee River Subwatershed, Intracoastal  
366 Waterway- West Bay Watershed, East River – Choctawhatchee River Watershed, Pine Log Creek  
367 Watershed and Crooked Creek- West Bay Watershed. For the purposes of this Agreement, the  
368 identification and delineation of wetlands must be in accordance with the most recent guidance  
369 and wetland delineation manual or manual supplement issued by USACE (which as of this date is  
370 the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Atlantic and  
371 Gulf Coastal Plain Region (2010), or the State of Florida methodology prescribed in Chapter 62-  
372 340, F.A.C., *Delineation of the Landward Extent of Wetlands and Surface Waters*, or a  
373 combination of both, in order to establish one jurisdictional wetland line for all individual project  
374 approvals that is the most landward line of wetlands. Wetlands shall be delineated for each  
375 individual project approval which proposes impacts to wetlands by flagging located either by  
376 Global Positioning System or survey.

377

378 Wetlands in each basin have been identified, mapped and classified as either altered or high quality,  
379 **Exhibit 19**. Altered wetlands are wetlands that have been planted in pine trees (silviculture lands)  
380 as shown on the aerial dated March 2013 (see **Exhibit 20**) and are to remain altered unless and to  
381 the extent the silviculture activities in any area of altered wetlands remains dormant for more than  
382 5 years. Altered wetlands are hydric pine plantations. The class of altered wetlands also includes  
383 ditches and borrow pits. High quality wetlands are all other jurisdictional wetlands and include  
384 cypress domes/strands, bay/gallberry swamps, cypress swamp areas, seepage slopes, Hypericum  
385 bogs, emergent marsh and other similar areas.

386

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

388

389 1. Impacts to altered wetlands shall not exceed 23% of the total converted altered wetlands  
390 in any one sub-watershed. the area within a particular sub-watershed to be used to make  
391 the 23% calculation does not include areas within Conservation Units located within the  
392 sub-watershed. Sub-watersheds are depicted in **Exhibit 3**.

393

394 2. Projects may impact more than 23% of the altered wetlands within an individual project  
395 site, if cumulative altered wetland impacts for all approved projects within the sub-  
396 watershed do not exceed the 23% requirement at any given time. Examples of where this  
397 may occur include:

398 a. An applicant proposes an individual project, which would impact 10 acres of the  
399 100 acres of altered wetlands located within the proposed project site and preserve  
400 the remaining 90 acres of altered wetlands through placement under a conservation  
401 easement. This example would result in an altered wetland overage of 13 acres,  
402 since 77 acres of altered wetland preservation would be required to comply with  
403 the 23% allowable impacts to altered wetlands within a specific watershed. The  
404 same applicant, or succeeding assignee, with a subsequent individual project,  
405 located at a different site within the same watershed, and containing a total of 5  
406 acres of altered wetlands, proposes to impact all 5 acres of altered wetlands for the  
407 project. The applicant may use 3.85 acres of the 13 acre overage of preserved  
408 converted wetlands from the first project to comply with the 23% requirement for  
409 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

456 level of treatment that is 50% above the treatment that is required for a non-OFW.  
457 Although the Surface Water Management systems will be designed to meet OFW  
458 standards, water quality standards appropriate to the receiving waters shall be applied for  
459 determining compliance with water quality standards.  
460  
461

### 462 **VIII. Mitigation**

- 463 1. Within the Agreement Area, individual project wetland impact mitigation may be satisfied  
464 within (1) mitigation banks, (2) designated Conservation Units, or (3) within the project  
465 area. The first priority for compensatory mitigation of permitted wetland impacts in the  
466 RGP area is restoration/enhancement-based activities at one of the two following  
467 mitigation banks: the Breakfast Point Mitigation Bank for projects within the Breakfast  
468 Point Basin; and the Devils Swamp Mitigation Bank for projects within the Devils Swamp  
469 Basin.  
470
- 471 2. Mitigation for impacts to estuarine wetlands will be ecologically appropriate and  
472 sufficient based on an individual project evaluation. Factors to be considered in  
473 determining if additional mitigation is needed for impacts to estuarine wetlands shall  
474 include:  
475
  - 476 a. the extent of direct impacts from fill, including pilings and support structures,
  - 477 b. the amount of shading or other secondary impacts expected to result from the  
478 activity, and
  - 479 c. impacts from construction methodologies, such as barge access or the use of heavy  
480 equipment. Mitigation for impacts to estuarine wetlands shall be conducted either  
481 on site or within a Conservation Unit that contains estuarine systems.  
482
- 483 3. St. Joe has provided reasonable assurances that there is an adequate amount of mitigation  
484 currently available or potentially available in mitigation banks and Conservation Units for  
485 all individual project impacts that may be authorized under this Agreement. In order for  
486 DEP to regularly monitor the number of available credits or potentially available  
487 functional units, St. Joe shall prepare and submit to DEP an updated report with each  
488 application for an individual project approval summarizing the number of credits that are  
489 available in mitigation banks and the number of functional units that are potentially  
490 available in Conservation Units . DEP will utilize this information to determine if trends  
491 warrant that St. Joe initiate a process to make available additional mitigation credits or  
492 functional units form existing Conservation Unit acreage in one thousand (1,000) acre or  
493 larger increments. This determination will be based on whether there is an adequate supply  
494 of credits to satisfy the rate of credit absorption within the EMA boundary.  
495

### 496 **IX. Individual Project Approval**

497  
498 Individual project approval for all projects authorized by this Agreement shall be conducted in  
499 compliance with Chapter 62-330, F.A.C., and Applicant's Handbook, Volume I, including all  
500 procedures contained therein, except as those procedures are modified in this Article. At the pre-  
501 application meeting, clarification will be provided on any question related to the procedural

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

504

505 **Pre-Application Process**

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

516

517 **Formal Individual Project Review**

518 To commence the review of an application for an individual project approval, the applicant shall  
519 prepare an application using the form *Joint Application for Works in the Waters of Florida Form*  
520 *#62-330.060(1)*, or other joint application forms accepted by both USACE and DEP. It must  
521 include all of the information required in the Individual Project Approval Checklist (**Exhibit 21**).  
522 The application shall be submitted to USACE and DEP at least two weeks prior to a meeting with  
523 USACE and DEP to review the application. A processing fee shall accompany each application in  
524 an amount consistent with the fee schedule set forth in Rule 62-330.071, F.A.C. The form shall be  
525 completed pursuant to the instructions, with the exception of items 7 and 8, which shall be  
526 completed as follows:

527

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

530

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

533

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

543

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

545

546 1. The necessary technical information, drawings and calculations describing the stormwater  
547 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

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

596

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

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

600

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

606

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

618

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

624

625 **Web Site for Public Information**

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

633

634

635

636 **X. St. Joe Commitments**

637

638 St. Joe agrees to the following commitments:

638

- 639 1. This Agreement is the sole mechanism to be used by St. Joe to obtain authorization to  
640 conduct the specific activities set forth in Article VI within the Agreement Area. Any  
641 change in the specific activities or any other deviation from the terms of the Agreement,  
642 will require amendment of the Agreement. Separate individual or general permits may be  
643 applied for within the Agreement Area for activities that are not addressed by this  
644 Agreement, including but not limited to marinas and docking facilities.  
645
- 646 2. The Conservation Units shall be excluded from development activities, other than those  
647 activities authorized under Article V.  
648
- 649 3. St. Joe will manage the Conservation Units consistent with their ultimate conservation use  
650 unless or until transferred in accordance with paragraph 8 below.  
651
- 652 4. Mitigation of project impacts will be conducted in a manner consistent with the conditions  
653 of the individual project approval.  
654
- 655 5. Mitigation will occur prior to or concurrently with permitted impacts.  
656
- 657 6. For mitigation conducted outside of a mitigation bank or for wetlands not authorized for  
658 impact and their buffers (as set forth in paragraph 12 below) a perpetual conservation  
659 easement will be placed on such property prior to conducting the activities authorized in  
660 the project approval letter as set forth in Article IX. The easement shall be in the form of  
661 the applicable easement document in **Exhibit 23**.  
662
- 663 7. The St. Joe Company shall place perpetual conservation easements on portions of  
664 Conservation Units equal to the percentage of the total acreage of approved projects in  
665 each sub-watershed within the EMA area. Approved projects in this special condition  
666 includes those projects within the EMA area having received approval under this  
667 Agreement plus any other projects within the EMA area having received approval from  
668 Bay County or Walton County during the preceding year, but which do not require specific  
669 approval under this Agreement. To determine the acreage of the Conservation Units that  
670 must be placed under an easement:
- 671 a. Divide the total acreage within approved project boundaries in a sub-watershed  
672 (including impact and preserved area), for the previous year, by the total acreage of  
673 land within the sub-watershed minus the area of any Conservation Units within the  
674 same sub-watershed. To comply with this condition only, the Intracoastal  
675 Waterway Sub-watershed and the Crooked Creek West Bay sub-watershed shall be  
676 combined and treated as a single Conservation Unit.  
677
- 678 b. This percentage of the Conservation Units in each sub-watershed shall be placed  
679 under a conservation easement within six months from the date of the individual  
680 project approval or for approved projects that do not require specific approval under  
681 this Agreement, within six months from project approval by Bay County.  
682

- 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

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

826  
827 2. The wetland and other surface water impact limiting criteria included in the Agreement  
828 will result in a larger percentage of preserved wetlands and uplands than would otherwise  
829 be expected as a result of the usual permitting process. In total, 92% of all wetlands  
830 and 99% of all high quality wetlands in the Agreement area will be preserved.

831  
832 3. Through this Agreement, both uplands and wetlands have the opportunity to be enhanced  
833 or restored in the Conservation Units and protected in perpetuity. Significant uplands,  
834 such as xeric sandhills, scrubby flatwoods and mesic flatwoods were included in  
835 Conservation Units to increase habitat diversity, wildlife conservation and corridor values  
836 adjacent to high priority wetlands.

837  
838 4. By protecting and providing the ability to enhance uplands within the Conservation Units,  
839 The St. Joe Company is providing potential habitat for the flatwoods salamander, a  
840 federally listed threatened species.

841  
842 5. Throughout the Agreement Area, wetland delineations will be conducted utilizing the  
843 most landward line of wetlands, rather than one Federal and one State line.

844  
845 6. Development immediately next to unconverted high quality wetlands will have a buffer  
846 of uplands and/or altered wetlands with an average width of 50 feet and a minimum width  
847 of 30 feet, which exceeds the requirement of the existing rule.

848  
849 7. Streams and tributaries within the Conservation Units will have a minimum buffer of 100  
850 feet, which exceeds the requirement of the existing rule.

851  
852 8. No fill for septic tanks or drain fields will occur in wetlands.

853  
854 9. All development will be designed, constructed and maintained to meet the Stormwater  
855 NEB Criteria as set forth in Section VII and to adhere to the Sediment and Erosion Control  
856 NEB Criteria as set forth in **Exhibit 2**. As such, Surface Water Management Systems for  
857 all projects authorized by this EMA shall be designed, constructed, operated, and  
858 maintained in compliance with the applicable rules adopted under Part IV of Chapter 373,  
859 F.S., including the Applicant's Handbook incorporated by reference in those rules; and  
860 shall include an additional level of treatment that is 50% above the treatment that is  
861 required for a non-OFW. Although the Surface Water Management systems will be  
862 designed to meet OFW standards, water quality standards appropriate to the receiving  
863 waters shall be applied for determining compliance with water quality standards following  
864 DEP's Operation and Maintenance authorization.

865

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

### 892 **XIV. Term of Agreement**

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

### 897 **XV. Termination**

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

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

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

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939

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

**XVI. Notices**

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


**XVII. Effective Date**

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

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

942

THE ST. JOE COMPANY



July 28, 2025  
Date

943

944 **CERTIFICATE OF SERVICE**

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

947

948

949

950

951

952 **FILING AND ACKNOWLEDGEMENT**

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

955



Clerk

956

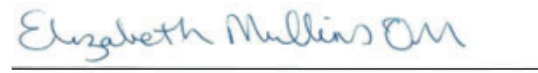
957

958

**EXECUTION AND CLERKING**

Executed in Pensacola, Florida

**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

  
District Director – Northwest District

August 4, 2025  
Date