

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

Bay-Walton Sector Plan

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

3
4 **I. Threshold and Procedural Matters**

5 1. This Ecosystem Management Agreement and all attachments and exhibits hereto
6 (the “Agreement”) is entered into pursuant to the authority provided by Sections 403.052.
7 Florida Statutes (F.S.). It is intended to be a binding agreement under subsections
8 403.0752(7) and 403.0752(8). Governmental approvals addressed herein will be subject to
9 public notice, hearing and decision-making procedures (including points of entry for third
10 parties) as set forth in the applicable provisions of state law and this Agreement.

11
12 2. The ecosystem management process established herein coordinates the regulatory
13 responsibilities of the DEP and the U.S. Army Corps of Engineers (CORPS) with the
14 interests of the business community, private landowners and the public, as partners in a
15 streamlined and effective program to protect the environment and to provide net ecosystem
16 benefits (NEB) pursuant to subsection 403.0752(2)(a) F.S.

17
18 3. This Agreement is intended to coordinate and facilitate flexible permitting for
19 community and economic development and to achieve a NEB and related public objectives
20 for the region. The Parties acknowledge that the permitting process described in this
21 Agreement will provide reasonable assurance the objectives and requirements of
22 subsections 403.0752(1), (2), (3), (4), F.S. are met.

23
24 4. Reference in this Agreement to “wetlands” shall include wetlands and other surface
25 waters of the State.

26
27 5. As a result of the conditions of this Agreement, 92% of all wetlands and 99% of all
28 high quality wetlands in the Agreement Area will be conserved. Approximately 49% of
29 the Agreement Area will be subject to conservation, including substantial wetlands

1 systems when combined with upland conservation areas. This will substantially minimize
2 direct and secondary impacts and comprehensively address cumulative impacts.

3
4 6. Subsection 403.0752(2), F.S. provides that an ecosystem management agreement
5 may be entered into by DEP and regulated entities when DEP determines that:

6
7 a. implementation of such an agreement meets all the applicable standards
8 and criteria, so that there is a NEB to the subject ecosystem more favorable than
9 operation under applicable rules;

10 b. entry into such an agreement will not interfere with DEP's obligations
11 under any federally delegated or approved program;

12 c. implementation of the agreement will result in a reduction in overall risks
13 to human health and the environment as compared to activities conducted in the
14 absence of the agreement; and

15 d. the regulated entity has certified to DEP that it has in place internal
16 environmental management systems or alternative internal controls sufficient to
17 implement this Agreement.

18 DEP has determined that these requirements of subsection 403.0752(2) F.S. are
19 satisfied by the approach outlined in this Agreement. This agreement does not authorize
20 dredging and filling in waters of the United States under Section 404 of the Clean Water
21 Act (CWA). St. Joe currently obtains CWA authorization from USACE in the form of
22 regional general permits (RGPs). If and when the state of Florida assumes authority over
23 the 404 permitting program, DEP will administer the USACE RGPs in state assumed
24 waters pursuant to 40 CFR § 233.21(a) until the RGPs expire. Prior to expiration of the
25 USACE RGP, and to ensure consistency with this EMA, DEP will initiate rulemaking to
26 create State 404 general permits under Ch 62-331, F.A.C., that will operate similar to the
27 RGPs.

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 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,

1 including the obligation to provide the additional level of treatment as set forth in Article
2 VII and to adhere to the Sediment and Erosion Control NEB Criteria set forth in **Exhibit 2**,
3 meet or exceed the substantive criteria of Chapter 62-330 F.A.C and Applicant's
4 Handbooks, Volumes 1 and 2. This Agreement also constitutes certification of compliance
5 with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C and
6 a finding of consistency with Florida's Coastal Zone Management Program, as required by
7 Section 307 of the *Coastal Zone Management Act* (CZMA). Prior to construction,
8 individual projects must demonstrate compliance with the conditions of this Agreement
9 under the individual project approval process set forth in Article IX. This Agreement does
10 not constitute approval by the Board of Trustees of the Internal Improvement Trust Fund to
11 conduct activities on sovereign submerged lands. Such approval, if needed, must be
12 obtained separately by St. Joe prior to conducting any activities on sovereign submerged
13 lands.

14 15 **III. Description of Agreement Area & Ecosystem Characteristics**

16 Located within the Lower Chochtawhatchee and St. Andrews Bay Watersheds, the
17 Agreement Area encompasses approximately 28,327 acres of property, (see **Exhibit 1**).
18 General cardinal boundaries are the portion of the Bay-Walton Sector Plan that is located
19 north of the Intracoastal Waterway (ICW). The Bay-Walton Sector Plan is depicted in the
20 Bay County and Walton County Comprehensive Plans. The boundaries are in
21 unincorporated Bay County and unincorporated Walton County, Florida. The Agreement
22 Area has been divided into six (6) sub-watersheds. Sub-watersheds are shown on **Exhibit**
23 **3**.

24 25 **IV. EMA Process**

26 The St. Joe Company has extensive landholdings in northwest Florida, some of which it
27 intends to develop, requiring E.R.P. permits. In 2004, DEP and St. Joe entered into an
28 Ecosystem Management Agreement for property located in Bay and Walton Counties. In
29 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, CORPS, 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 ACOE'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 CORPS, 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 5,946 acres and Type II Conservation Units, which contain 3,849 acres

1 (refer to **Exhibit 4**). All Conservation Units are designated as Long Term Conservation in
2 a portion of the Bay-Walton Sector Plan. This land use precludes development, but does
3 permit certain recreational facilities and activities. Type I Conservation Units are of higher
4 quality habitat and function than Type II Conservation Units. As a result, not all of the
5 land uses allowed by this Agreement in Type II Conservation Units will be allowed in
6 Type I Conservation Units.

7
8 The twelve (12) Conservation Units within the Agreement Area are identified on **Exhibits**
9 **5-16**. Future development will be planned and designed to accommodate and complement
10 the Conservation Units, in order to maximize their habitat values and functions. As
11 community and economic development occurs within the Agreement Area, the
12 Conservation Units and open space within individual project sites will be designed with
13 connective qualities, primarily to link Conservation Units. Over time, this will increase the
14 value of the Conservation landscape within the Agreement Area. These Conservation
15 Units link wildlife corridors and protected upland/wetland habitats from Pine Log State
16 Forest to Choctawhatchee Bay.

17
18 Five ecological criteria were adopted by the interagency team to analyze and select
19 appropriate areas for inclusion in Conservation Units: Regional Significance, Biodiversity,
20 Water Quality, Essential Fish Habitat and Nursery/Living Marine Resources (see **Exhibits**
21 **5-16 – Conservation Unit Maps & Descriptions**). Many of these Conservation Units
22 have been altered to planted pine plantations, but are restorable to more natural conditions.
23 Their specific locations were chosen based on their present and potential contributions to
24 the ecosystems in and surrounding the Agreement Area. The Conservation Units within
25 this EMA were approved by the state as well as both Bay County and Walton County as
26 Long Term Conservation land use under the Bay-Walton Sector Plan. Conservation Units
27 may only be used for mitigation/conservation purposes and limited recreational purposes.

28
29 Conservation Units are to be used for conservation purposes, wetland or habitat mitigation,
30 limited recreational purposes, sustainable forestry and other uses, activities and facilities as
31 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 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.
3. Hunting, fishing and birding.
4. Passive recreational facilities including 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 must be located in uplands.
5. Wetland mitigation as required by any future permit.

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

4
5 7. Reinstitution of fire regime, including necessary firebreaks, which mimics natural
6 conditions.

7
8 8. Linear utilities and infrastructure facilities, which shall be defined as (i) electric
9 transmission, collection and/or distribution lines, (ii) water transmission, collection and/or
10 distribution lines, (iii) sewer transmission, collection and/or distribution lines, (iv) natural
11 gas transmission, collection and/or distribution lines, (v) data and/or telecommunications
12 transmission, collection and/or distribution lines (phone, cable, fiber optics, internet), and
13 (vi) stormwater conveyances, but not stormwater ponds. In addition, ancillary facilities
14 that are part of and support the linear utilities and infrastructure facilities described above
15 shall be allowed. All linear utilities and infrastructure facilities shall, when practical, be
16 co-located with road crossings and be installed by direct bore methods. The linear
17 infrastructure shall be subject to the criteria and wetland impact limitations as set forth in
18 sub-paragraph 3 of Article VII below.

19
20 9. Activities needed to maintain, in current condition, existing access, roads and
21 ditches within and through the Conservation Units. These allowable maintenance
22 activities do not include activities to relocate such access, roads and ditches.

23
24 10. Nature centers, including single access roads. A Leadership in Energy and
25 Environmental Design ("LEED") certification of silver or higher must be obtained for any
26 enclosed structures. Nature centers may only be located in uplands. Access roads to serve
27 nature centers must comply with paragraph 3 of Article VII below and paragraph 12
28 below.

29
30 11. Within buffers that are required to be preserved by the Individual Project Approval
31 and that are part of the property, construction of boardwalks for dock access and on-grade

1 trails will be permitted. Also, application of fertilizers, herbicides and pesticides is
2 authorized to the extent fertilizers, herbicides and pesticides are used to control exotic plant
3 vegetation within the buffers.

4
5 TYPE II CONSERVATION UNITS - The uses, activities and facilities allowed in Type II
6 Conservation Units include all the uses, activities and facilities set forth above in Article
7 V, and also include the following:

8
9 1. Road and bridge crossings to support associated development. All crossings in
10 wetlands shall be designed so that the hydrologic conveyance is not reduced or impaired.
11 Bridging is required wherever practicable. The following factors shall be considered when
12 determining if bridging of the wetlands is practicable: 1) the degree of water flow within
13 the wetland, 2) the length of the wetland crossing, 3) the topography of the wetland and
14 associated upland, and 4) the degree to which a roadway would adversely affect the
15 movement of wildlife expected to use the wetland. Road and bridge crossings shall be
16 designed and constructed to minimize wetland and upland impacts and must comply with
17 paragraph 3 of Article VII below.

18
19 2. Certain recreational facilities to include boat ramps, fishing piers, parks picnic
20 areas and pavilions, playgrounds/tot lots, nature facilities, but excluding any sports or ball
21 fields, including baseball fields, soccer fields, tennis courts, basketball courts and golf
22 courses. In addition, parking facilities are allowed, but shall be constructed with pervious
23 surfaces, unless it is impractical to use pervious surfaces, in which event impervious
24 surfaces may be used. Boat ramps, fishing piers and access roads may cross wetlands, but
25 must be minimized to the maximum extent practicable. All other facilities may only be
26 located in uplands. Access roads to serve recreational uses and activities must use existing
27 roads to the maximum extent practicable and otherwise must comply with paragraph 3 of
28 Article VII below and paragraph 11 above.

29
30 The total number of acres that can be impacted within Type 1 and Type 2
31 Conservation Units by Land Disturbance associated with activities allowed by

1 subparagraphs 4, 6, 8 and 10 of Article V related to Type I Conservation Units and
2 subparagraphs 11 and 12 of Article V related to Type II Conservation Units is 98.5 acres,
3 which is 1% of the total number of acres within the Conservation Units. The following
4 activities listed in the referenced subparagraphs shall not be subject to the Land
5 Disturbance restriction: previous non-motorized recreational trails, such as hiking,
6 bikinghorseback riding trails and boardwalks. Areas which are temporarily disturbed by
7 activities in the referenced subparagraphs will not count toward the 98.5 acre cap, if
8 restored within one (1) year of the disturbance. The number of acres subjected to Land
9 Disturbance shall be reported on a sub-watershed basis in the required annual reports. Any
10 proposed Land Disturbance acreage within altered wetlands in a Type I or Type II
11 Conservation Unit shall be offset by an equal acreage amount consisting of preserved
12 altered wetlands outside of the Conservation Unit but located in the same sub-watershed.
13 Direct impacts to altered wetlands within Conservation Units shall be conducted
14 consistent with the applicable provisions in Article VII. Any proposed Land Disturbance
15 acreage within uplands in a Type I or Type II Conservation Unit shall be offset by an equal
16 acreage amount consisting of preserved upland buffers outside of the Conservation Unit
17 but located in the same sub-watershed. This offset shall be included in the individual
18 project approval that approves Land Disturbance to the Type I or Type II Conservation
19 Unit and will further be reported in the required annual report.

20
21 DEP's approval shall be required for any uses, activities or facilities sought to be
22 constructed in Conservation Units as allowed by subparagraphs 4, 6, 8 and 10 of Article V
23 related to Type I Conservation Units and subparagraphs 11 and 12 of Article V related to
24 Type II Conservation Units ("Conservation Unit Project Approval"). Written authorization
25 under this Agreement for allowable projects within Conservation Units is required prior to
26 initiation of construction. If the allowable project is located in State Sovereign Lands, then
27 separate Sovereign Lands approval is required. Conservation Unit Project Approval shall
28 generally be conducted consistent with Article IX, and will include a use of the
29 Conservation Unit Checklist (**Exhibit 18**) applicable to allowances of uses, activities and
30 facilities in the Conservation Units. In applying for Conservation Unit Project Approval
31 an applicant will be required to include an avoidance and minimization impact analysis

1 with respect to the proposed uses, activities and facilities and review by DEP will include a
2 review of the total scale of facility to insure that the proposed use, activity or facility is
3 limited and consistent with the preservation objectives of the Conservation Units.

4 5 **VI. Permitted Activities**

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

13
14 Specifically, this Agreement authorizes such activities as the construction of building
15 foundations, building pads and attendant features necessary for the use and maintenance of
16 the structures. Attendant features may include, but are not limited to, roads, parking lots,
17 garages, yards, utility lines, and storm water management facilities. Residential
18 developments include multiple and single unit developments. Examples of commercial
19 developments include retail stores, light industrial facilities (which means business
20 activities such as commercial distribution assembly or manufacturing processes with no
21 primary use of raw materials), research facilities, warehouses, distribution facilities, hotels,
22 restaurants, business parks, and shopping centers. Examples of recreational facilities
23 include playgrounds, playing fields, golf courses, hiking trails, bike paths, horse paths,
24 stables, nature centers, and campgrounds. No marinas or other docking structures are
25 authorized under this Agreement. Examples of institutional developments include schools,
26 fire stations, government office buildings, judicial buildings, roads, public works buildings,
27 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 the CORPS (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 Landwater 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

1 to make the 23% calculation does not include areas within Conservation Units located
2 within the sub-watershed. Sub-watersheds are depicted in **Exhibit 3**.

3
4 2. Projects may impact more than 23% of the altered wetlands within an individual
5 project site, if cumulative altered wetland impacts for all approved projects within the sub-
6 watershed do not exceed the 23% requirement at any given time. Examples of where this
7 may occur include:

8
9 a. An applicant proposes an individual project, which would impact 10 acres
10 of the 100 acres of altered wetlands located within the proposed project site and
11 preserve the remaining 90 acres of altered wetlands through placement under a
12 conservation easement. This example would result in a altered wetland overage of
13 13 acres, since 77 acres of altered wetland preservation would be required to
14 comply with the 23% allowable impacts to altered wetlands within a specific
15 watershed. The same applicant, or succeeding assignee, with a subsequent
16 individual project, located at a different site within the same watershed, and
17 containing a total of 5 acres of altered wetlands, proposes to impact all 5 acres of
18 altered wetlands for the project. The applicant may use 3.85 acres of the 13 acre
19 overage of preserved converted wetlands from the first project to comply with the
20 23% requirement for the second project.

21 b. An applicant proposes an individual project on a site with a total of 10 acres
22 of altered wetlands. The applicant proposes to impact all 10 acres of the altered
23 wetlands for the project. To comply with the 23% allowable impacts to altered
24 wetlands requirement, the applicant would preserve 33.5 acres of altered wetlands
25 through the placement of a conservation easement, elsewhere within the same sub-
26 watershed in which the impact site is located.

27 3. Impacts to high quality wetlands shall be limited to road and bridge crossings,
28 boardwalks and paths, linear infrastructure (which includes stormwater conveyances but
29 not stormwater ponds), utility corridors, and any other linear access facilities necessary to
30 support the associated development and shall typically not exceed a width of 100 feet of

combined filling or clearing at each crossing, but may in certain cases, consistent with the criteria in this section, be allowed up to a total width of 160 feet. Florida Department of Transportation roads may be allowed up to a width of 200 feet consistent with criteria in this section. The aggregate total filling or clearing of high quality wetlands for crossings and other linear infrastructure within the Agreement Area shall not exceed 100 acres. The first preference for new high quality wetland road crossings will be at existing silviculture road crossings. Crossings at locations other than existing silviculture roads can be authorized on a case-by-case basis. All crossings, whether at existing silviculture roads or locations other than existing silviculture roads, will be designed and constructed to minimize high quality wetland impacts. In addition, for each crossing proposed at a point where no previous crossing existed, an existing silviculture road crossing within the same sub-watershed must be removed and the wetland hydrologic connection including any associated natural stream or tributary within the area of removal, shall be restored. Restoration in this section is defined as re-establishment of natural soil surface grades and appropriate vegetation is naturally re-emerging no later than the 365th day following the date of the initiation of construction of the new crossing.

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

5. Surface Water management systems for all projects authorized by this Agreement shall be designed, constructed, operated and maintained in compliance with Chapter 62-330 Florida Administrative Code (F.A.C.) and 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

1 OFW standards, water quality standards appropriate to the receiving waters shall be
2 applied for determining compliance with water quality standards.

4 **VIII. Mitigation**

6 1. Within the Agreement Area, individual project wetland impact mitigation may be
7 satisfied within (1) mitigations banks, (2) designated Conservation Units, or (3) within the
8 project area. The first priority for mitigation of permitted wetland impacts in the
9 Agreement Area is the use of an ecologically appropriate mitigation bank.

11 2. Mitigation for impacts to estuarine wetlands will be ecologically appropriate and
12 sufficient based on an individual project evaluation. Factors to be considered in
13 determining if additional mitigation is needed for impacts to estuarine wetlands shall
14 include: 1) the extent of direct impacts from fill, including pilings and support structures,
15 2) the amount of shading or other secondary impacts expected to result from the activity,
16 and 3) impacts from construction methodologies, such as barge access or the use of heavy
17 equipment. Mitigation for impacts to estuarine wetlands shall be conducted either on site
18 or within a Conservation Unit that contains estuarine systems.

20 3. St. Joe has provided reasonable assurances that there is an adequate amount of
21 mitigation currently available or potentially available in mitigation banks and Conservation
22 Units for all individual project impacts that may be authorized under this Agreement. In
23 order for DEP to regularly monitor the number of available credits or potentially available
24 functional units, St. Joe shall prepare and submit to DEP an updated report with each
25 application for an individual project approval summarizing the number of credits that are
26 available in mitigation banks and the number of functional units that are potentially
27 available in Conservation Units. DEP will utilize this information to determine if trends
28 warrant that St. Joe initiate a process to make available additional mitigation credits or
29 functional units from existing Conservation Unit acreage in one thousand (1,000) acre or
30 larger increments. This determination will be based on whether there is an adequate
31 supply of credits to satisfy the rate of credit absorption within the EMA boundary. Upon

1 the Department's determination and notification that there is a need to create mitigation,
2 St. Joe will, within 180 days, submit a plan to create the needed mitigation for projects
3 within the EMA boundary.

4 **IX. Individual Project Approval**

5 Individual project approval for all projects authorized by this Agreement shall be
6 conducted in compliance with Chapter 62-330 Florida Administrative Code (F.A.C.) and
7 Applicant's Handbook, Volume 1, including all procedures contained therein, except as
8 those procedures are modified in this Article. At the pre-application meeting, clarification
9 will be provided on any question related to the procedural aspects of the Applicants
10 Handbook, Volume I as they related to the procedures contained in this Agreement.

11 12 **Pre-Application Process**

13
14 An applicant may request an informal pre-application meeting with appropriate
15 representatives from the CORPS and DEP to discuss a proposed project and clarify any
16 necessary procedural and substantive criteria of the EMA. Appropriate representatives
17 from USFWS, EPA, FWC, National Marine Fisheries Service ("NMFS") and the
18 Northwest Florida Water Management District ("NFWMD") shall be invited to the pre-
19 application meeting. There are no specific submittal requirements for this informal pre-
20 application meeting, but the applicant shall provide an appropriate type and level of
21 information on any procedural or substantive criteria that needs clarification. An
22 information pre-application meeting does not commence the formal review of an
23 individual project approval application. Pre-application meeting may be scheduled on an
24 as needed basis. A mandatory meeting with DEP to discuss stormwater must take place.

25 26 **Formal Individual Project Review**

27
28 To commence the review of an application for an individual project approval, the applicant
29 shall prepare an application using the form *Joint Application for Works in the Waters of*
30 *Florida Form #62-330.060(1)*, or other joint application forms accepted by both the Corps
31 and DEP. It must include all of the information required in the Individual Project Approval

1 Checklist (**Exhibit 21**). The application shall be submitted to the CORPS and DEP at least
2 two weeks prior to a meeting with the CORPS and DEP to review the application. A
3 processing fee shall accompany each application in an amount consistent with the fee
4 schedule set forth in Chapter 62-330.071 F.A.C. The form shall be completed pursuant to
5 the instructions, with the exception of items 7 and 8, which shall be completed as follows:

6
7 Item 7. Desired Permit Duration: Duration of individual
8 project approvals shall be 10 years, unless a longer duration is
9 specified in any issued individual project approval.

10
11 Item 8. General Permit or Exemption Requested: *St. Joe*
12 *Ecosystem Management Agreement for Bay-Walton Sector Plan*
13 *Area* should be referenced here.

14
15 Appropriate representatives from the USFWS, EPA, FWC, NMFS and NFWFMD shall
16 be invited to the meeting. The application shall be considered to be in draft form until the
17 day of the meeting, at which time the formal review of the application may commence and
18 DEP has the right to submit a Request for Additional Information (RAI) within 30 days of
19 the meeting. Unless otherwise requested by DEP at the meeting, no post meeting
20 submissions will be made by the applicant until receipt of the RAI. No regulated work
21 may proceed until after written authorization under this EMA has been issued. For ease of
22 scheduling purposes, individual project approval meetings shall be scheduled on a monthly
23 basis but may be cancelled if no applications are proposed on any given month.

24
25 In addition to the application form, the submittal shall include:

26
27 1. The necessary technical information, drawings and calculations describing the
28 stormwater management system proposed for the individual project, and,

29
30 2. Documentation of coordination with the State Historic Preservation Officer
31 regarding any needed archaeological and historical surveys for the project area, and any

1 measures needed to avoid, minimize or mitigate adverse impacts to sites of historical or
2 archaeological value.

3
4 3. Documentation of coordination with the FWC regarding any needed fish and
5 wildlife surveys for the project area, and any measures needed to avoid, minimize or
6 mitigate adverse impacts to listed/protected fish and wildlife species and their habitat,
7 including any plan to obtain a permit if required by Chapter 68A-27, F.A.C.

8
9 Additionally, DEP and St. Joe will discuss the need for a separate approval to use
10 sovereign submerged lands to implement the proposed project. If sovereign submerged
11 lands approval is needed, every effort will be made to process such approval concurrently
12 with the individual project review required by this Agreement.

13
14 Upon receipt of the complete application for individual project approval, DEP will have 60
15 days to review the information for compliance with the terms of this Agreement. The
16 review shall also consider St. Joe's history of compliance with previously issued permits,
17 and individual project approvals granted under this Agreement, as a factor in determining
18 if reasonable assurance has been provided that the terms of the Agreement as applied in
19 the individual project approval will be met. A history of non-compliance with previously
20 issued permits and individual project approvals may serve as the basis for project denial,
21 modification, or the addition of specific conditions, based on the nature, severity, and
22 extent of the non-compliance.

23
24 If the application provides reasonable assurance that the project complies with the terms of
25 this Agreement, DEP shall approve the individual project by issuing letter of approval or
26 denial of the individual project that shall include a point of entry for challenging the
27 agency action. The letter will also include a public notice of the agency action that St. Joe
28 shall publish in a newspaper of general circulation in the county where the individual
29 project is located, which publication shall be accomplished in the same manner as provided
30 in Rule 62-110.106(5), F.A.C.

1 **Preservation of Third Party Rights**

2
3 This Agreement is not intended to alter or modify the rights of third parties to challenge
4 agency actions, except that the requirements imposed by this Agreement for stormwater
5 management systems, dredge and fill of wetlands, and wetlands impact mitigation shall
6 govern rather than the requirements of Florida Statutes and Florida Administrative Code.

7
8 If the DEP proposes to issue an individual project approval pursuant to Article IX of this
9 Agreement, any Florida corporation not for profit which meets the requirements of
10 subsection 403.412(6), F.S., and any person whose substantial interests will be determined
11 or affected by individual project approvals under the Agreement may petition DEP for a
12 formal administrative hearing pursuant to section 120.569 or 120.57, F.S.

13
14 The scope of a challenge to an individual project approval is limited to whether the
15 individual project approval complies with this Agreement, such as whether the stormwater
16 management system, the dredging and filling of waters of the state and the mitigation to
17 offset wetland impacts, proposed for an individual project approval comply with this
18 Agreement.

19
20 **Individual Project Approval General and Specific Conditions**

21
22 The general conditions contained in **Exhibit 22** shall be conditions of any individual
23 project approval.

24
25 If mitigation for the project is provided in a mitigation bank, the approval shall specify the
26 number of credits and type to be used to offset the project impacts. If mitigation for the
27 individual project is to be provided either on-site or in a Conservation Unit, rather than a
28 mitigation bank, the individual project approval shall also include specific conditions
29 describing the details of the required mitigation, and any associated requirements for
30 monitoring the success of the mitigation.

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

13
14 St. Joe shall use best management practices during individual project construction to
15 minimize impacts to wetlands not authorized to be dredged or filled, and to control erosion
16 and turbidity to ensure that state water quality standards are not violated. DEP may include
17 specific conditions related to project construction techniques in the individual project
18 approval letter to address these issues.

19
20 **Web Site for Public Information**

21
22 DEP agrees to maintain a web site, accessible to the public, containing information
23 regarding individual projects reviewed under the Agreement. At a minimum, the web site
24 will include information on the individual projects approved, or pending approval by DEP.
25 Posting of such information does not constitute public notice of a point of entry to
26 challenge DEP's action on individual project approvals. Such public notice shall be
27 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

1 Agreement plus any other projects within the EMA area having received approval from
2 Bay County or Walton County during the preceding year, but which do not require specific
3 approval under this Agreement. To determine the acreage of the Conservation Units that
4 must be placed under an easement:

5
6 a. Divide the total acreage within approved project boundaries in a sub-
7 watershed (including impact and preserved area), for the previous year, by the total
8 acreage of land within the sub-watershed minus the area of any Conservation Units
9 within the same sub-watershed. To comply with this condition only, the
10 Intracoastal Waterway Sub-watershed and the Crooked Creek West Bay sub-
11 watershed shall be combined and treated as a single Conservation Unit.

12 b. This percentage of the Conservation Units in each sub-watershed shall be
13 placed under a conservation easement within six months from the date of the
14 individual project approval or for approved projects that do not require specific
15 approval under this Agreement, within six months from project approval by Bay
16 County.

17 c. The cumulative acreage of Conservation Units conveyed to governmental
18 entities or 501C(3) conservation organization buyers shall count toward the acreage
19 which is required to be placed under a conservation easement.

20 8. Sale or transfer of a Conservation Unit may only be made to a governmental entity
21 or a non-profit conservation/natural resource management entity. If a Conservation Unit or
22 any portion thereof or interest therein is conveyed to subsequent owners, if not already
23 subject to a conservation easement pursuant to paragraph 8 of Article X above, The St. Joe
24 Company shall place conservation easements on such property to assure the perpetual
25 conservation use of the Conservation Unit as described in Article V with respect to Type I
26 Conservation Units and Type II Conservation Units above. The perpetual conservation
27 easement shall be in the form of **Exhibit 24** for Type I Conservation Units and **Exhibit 25**
28 for Type II Conservation Units. Within seven days of conveyance of any portion or
29 interest of a Conservation Unit, The St. Joe Company shall provide to the new owner a

1 complete copy of the Agreement. Written assurance that a complete copy of the Agreement
2 has been given and received shall be provided to DEP by The St. Joe Company within
3 fourteen days of any such conveyance. The written assurance shall consist of a letter to
4 DEP stating that the conveyance has taken place and shall be signed by the appropriate
5 representatives of The St. Joe Company and the new owner.

6
7 9. Stormwater management systems in project areas within the Agreement Area will
8 be designed, constructed and maintained to meet the Stormwater NEB Criteria as set forth
9 in Section VII and to adhere to the Sediment and Erosion Control NEB Criteria as set forth
10 in **Exhibit 2**.

11
12 10. There will be no wetland or other surface water fill for septic tanks or drain fields,
13 however composting aerobic restrooms are allowed in conjunction with recreational
14 facilities.

15
16 11. St. Joe base maps will depict the location of Conservation Units to assure each
17 business unit within the company is aware of their location and restrictions placed upon
18 them to assure that there is no encroachment or activity incompatible with the activities
19 specifically authorized in Article V.

20
21 12. In general, high quality wetlands shall be buffered from development by uplands/and
22 or altered wetlands. Except at road crossings, upland and/or altered wetland buffers
23 adjacent to high quality wetlands shall be an average of 50 feet wide, with a minimum 30-
24 foot width for each individual project area. Except at road crossings, high quality wetlands,
25 altered wetlands and uplands shall buffer natural streams and tributaries located in
26 Conservation Units. The exact width of the buffer from the natural streams and tributaries
27 located in Conservation Units shall be evaluated and determined during Individual Project
28 review. The buffer along natural streams and tributaries located in Conservation Units
29 shall be a minimum of 100 feet as measured from the edge of the stream or tributary. All
30 buffers, whether upland or wetland, will be preserved and maintained in a natural
31 condition, except for the construction of boardwalks for dock access and on-grade trails.

1 These buffers may be enhanced or restored to a more natural condition. They may also be
2 managed to provide an urban wildfire interface, as may be requested by local emergency
3 management officials, and as may be approved following coordination with regulatory
4 agencies. Application of fertilizers, herbicides and pesticides is prohibited in all buffers,
5 except to the extent herbicides are used to control exotic vegetation.

6
7 13. Only clean fill and rock material compatible with existing soils (e.g., soil, rock,
8 sand, marl, clay, stone, and/or concrete rubble) shall be used for wetland fill.

9
10 14. No wetland fill shall sever a hydrological connection in high quality wetlands.
11 Small areas of altered wetlands may be severed, as approved on a case-by-case basis,
12 provided the requirements pertaining to altered wetland impacts are met (see Article VII
13 [2]) and compensatory mitigation as described in Article VIII is provided for the area of
14 altered wetlands within the severed area. Severed wetlands will be considered to be
15 impacted for purposes of this EMA.

16
17 15. No work is authorized under this Agreement on properties listed or eligible for
18 listing in the National Register of Historic Places.

19
20 16. When required by the State Historic Preservation Officer, St. Joe will conduct a
21 Phase I archeological and historical survey on each individual project site. This
22 information will be provided to the State Historic Preservation Officer, DEP and the
23 CORPS so that measures can be identified to avoid, minimize or mitigate adverse impacts
24 to historic properties listed, or eligible for listing in the National Register of Historic
25 Places, or otherwise of historical or archeological value.

26
27 17. No activity is authorized by this Agreement that is likely to adversely affect a
28 federal or state listed/protected species or a species proposed for such designation, or
29 destroy or adversely modify its designated critical habitat.

1 18. St. Joe certifies that it has and will maintain internal systems and controls to ensure
2 adherence to these commitments and implementation of this Agreement.

4 **XI. Monitoring and Reporting**

5 1. St. Joe shall establish and maintain a GIS based ledger and map for each basin and
6 sub-watershed, depicting the amount, type and percentage of wetland impact and
7 mitigation implemented in the Agreement Area. An updated ledger balance sheet
8 demonstrating compliance with the Agreement shall be submitted with each individual
9 request for project approval. The ledger will include the following by sub-watershed:

- 11 a. Total high quality and altered wetlands in the Agreement Area.
- 12 b. Total project size – uplands and wetlands.
- 13 c. Project impacts - high quality and altered amount and percent of total.
- 14 d. Mitigation required and location.
- 15 e. Cumulative project impacts (acreage total and percentage).
- 16 f. Total high quality and altered wetlands remaining in the Agreement Area.
- 17 g. Mitigation bank credit use categorized by rate of use, year used, and
18 anticipated use for the upcoming year.

19 2. St. Joe shall submit an annual report by February 15 from the preceding calendar
20 year identifying:

- 22 a. Total project acres approved;
- 23 b. The location and acreage of any mitigation activity undertaken;
- 24 c. Conservation easements executed and recorded;
- 25 d. Conservation Units conveyed to other owners;

- e. Activities undertaken within Conservation Units including the total number of acres of Land Disturbance;
- f. The number of bridged and non-bridged crossings permitted and restored in the Hydrological Sensitive Area; and
- g. Other activities that may impact this Agreement.

XII. Net Ecosystem Benefits

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

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

The specific NEBs provided by this Agreement are as follows:

1
2 1. Twelve (12) Conservation Units will be established as depicted on **Exhibits 5-16**,
3 in addition to mitigation required for wetland impacts. The Conservation Units and
4 preserved mitigation areas link wildlife corridors and protected upland/wetland habitats to
5 create more sustained wildlife corridors, which will help to preserve the ecological
6 integrity of two of Northwest Florida's most rapidly developing watersheds. The
7 Conservation Units and preserved mitigation areas also help protect water quality and
8 quantity by reducing flows and flooding and creating hydro-patterns of well drained areas.
9 Preservation of the Conservation Units will also occur due to projects which themselves do
10 not impact wetlands.

11
12 2. The wetland and other surface water impact limiting criteria included in the
13 Agreement will result in a larger percentage of preserved wetlands and uplands than would
14 otherwise be expected as a result of the usual permitting process. In total, 92% of all
15 wetlands and 99% of all high quality wetlands in the Agreement area will be preserved.

16
17 3. Through this Agreement, both uplands and wetlands have the opportunity to be
18 enhanced or restored in the Conservation Units and protected in perpetuity. Significant
19 uplands, such as xeric sandhills, scrubby flatwoods and mesic flatwoods were included in
20 Conservation Units to increase habitat diversity, wildlife conservation and corridor values
21 adjacent to high priority wetlands.

22
23 4. By protecting and providing the ability to enhance uplands within the Conservation
24 Units, The St. Joe Company is providing potential habitat for the flatwoods salamander, a
25 federally listed threatened species.

26
27 5. Throughout the Agreement Area, wetland delineations will be conducted utilizing
28 the most landward line of wetlands, rather than one Federal and one State line.

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

4
5 7. Streams and tributaries within the Conservation Units will have a minimum buffer
6 of 100 feet, which exceeds the requirement of the existing rule.

7
8 8. No fill for septic tanks or drain fields will occur in wetlands.

9
10 9. All development will be designed, constructed and maintained to meet the
11 Stormwater NEB Criteria as set forth in Section VII and to adhere to the Sediment and
12 Erosion Control NEB Criteria as set forth in **Exhibit 2**. As such, Surface Water
13 Management Systems for all projects authorized by this EMA shall be designed,
14 constructed, operated, and maintained in compliance with the applicable rules adopted
15 under Part IV of Chapter 373, F.S., including the Applicant's Handbook incorporated by
16 reference in those rules; and shall include an additional level of treatment that is 50%
17 above the treatment that is required for a non-OFW. Although the Surface Water
18 Management systems will be designed to meet OFW standards, water quality standards
19 appropriate to the receiving waters shall be applied for determining compliance with water
20 quality standards following FDEP's Operation and Maintenance authorization.

21
22 10. Development projects shall be subject to the Sediment and Erosion Control NEB
23 Criteria set forth in **Exhibit 2**, which provide additional protection over and above those
24 contained in Applicant's Handbook, Volume 1.

25
26 11. The criteria and obligations contained in this Agreement provide a more effective
27 mechanism to address cumulative and secondary impacts associated with the types of
28 development authorized in this Agreement. Instead of addressing cumulative and
29 secondary impacts on a piecemeal basis, the comprehensive approach taken in this
30 Agreement, which includes limitations on wetland impacts, protection of upland areas,
31 preservation of Conservation Units and preservation of non-impacted wetlands and upland

1 buffers, provides a complete basis to address cumulative and secondary impacts over and
2 above that which could be accomplished through normal permitting practices.

3
4 12. This Ecosystem Management Agreement preserves the landward extent of
5 Choctawhatchee River floodplain and provides upland buffers that would otherwise not be
6 part of a conservation framework. This provides greater protections to both the
7 Choctawhatchee River, Bay, associated wetlands and tributaries within the EMA
8 boundary.

10 **XIII. Amendments**

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

16 **XIV. Term of Agreement**

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

20 **XV. Termination**

21 1. DEP may terminate or request renegotiation of this Agreement by giving thirty
22 days prior written notice to St. Joe if DEP demonstrates that:

23
24 a. There has been a material change in conditions which existed at the time of
25 the original Agreement such that the intended NEB's are not being, or may not
26 reasonably expected to be, achieved through continuation of the Agreement.

27 b. St. Joe is in material breach of the terms of the Agreement.

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

4 2. St. Joe may terminate this Agreement for any reason by giving thirty days prior
5 written notice to the DEP as provided in Article XVI, provided that:

6
7 a. The mitigation commitments identified in the individual project approvals
8 which have been issued are fulfilled or agreements are entered into to ensure
9 fulfillment.

10 b. The conservation easements required by the Agreement and individual
11 project approvals up to the time of termination have been properly executed,
12 delivered and recorded.

13 3. Upon termination of the Agreement, previously issued project approval letters shall
14 remain in effect for the duration of such approval. Such individual projects shall continue
15 to be subject to the General and Specific Conditions included in the individual project
16 approval letter, and the terms of this Agreement.

17
18 4. Every five years, DEP shall hold a public information-gathering forum to receive
19 public comment on whether there is cause for DEP to terminate this Agreement. At least
20 30 days prior notice of such forum shall be published in a newspaper of general circulation
21 in Bay County. Actual notice shall also be provided to the NMFS, USCOE, USFWS,
22 FWC, EPA, NFWFMD and Bay County Commission.

23 24 **XVI. Notices**

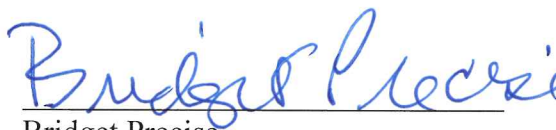
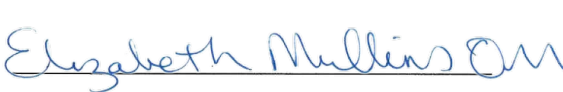
25 Notices under this Agreement shall be sent by certified mail, return receipt requested,
26 express mail or telefax to the parties.

1 **XVII. Effective Date**

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

4
5 IN WITNESS THEREOF, the parties, by and through the undersigned duly
6 authorized representatives, have executed this Agreement on the dates set forth below.

7
8 EXECUTION AND CLERKING
9 Executed in Pensacola, Florida.
10 THE ST. JOE COMPANY STATE OF FLORIDA DEPARTMENT OF
11 ENVIRONMENTAL PROTECTION
12

13
14  
15

16 Bridget Precise
17 Senior Vice President – Residential District Director – Northwest District

18
19 7.7.2020 07/07/2020

20 Date Date

21
22
23 **CERTIFICATE OF SERVICE**

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

26
27 Justin Smith, St. Joe Company, justin.smith@Joe.com
28 Thomas Estes, Icarus, thomas@icarus.com
29 Amy Douglas, Icarus, amy@icaruses.com
30 Ann Amicarelle, Icarus, ann@icaruses.com
31 Elizabeth Mullins Orr, DEP, Elizabeth.Orr@FloridaDEP.gov
32 Kim Allen, DEP, Kim.Allen@FloridaDEP.gov
33 Wade Dandridge, DEP, Wade.Dandridge@FloridaDEP.gov
34 USACE, Lisa.S.Lovvorn@usace.army.mil, Andrew.A.kizlauskas@usace.army.mil
35 Bay County, jcyr@baycountyfl.gov, lpowell@baycountyfl.gov, agolden@baycountyfl.gov
36

37 **FILING AND ACKNOWLEDGMENT**

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

40
41  July 7, 2020
42 Clerk Date
43

1	EMA 3 Exhibit List
2	1. EMA Boundary Map
3	2. Sediment and Erosion Control Checklist
4	3. Subwatershed Map
5	4. Conservation Units Map
6	5. Barrett Branch Conservation Unit Map & Description
7	6. Boutwell Branch Conservation Unit Map & Description
8	7. Bunker Cove Conservation Unit Map & Description
9	8. Doe Head Swamp Conservation Unit Map & Description
10	9. Devil's Swamp Conservation Unit Map & Description
11	10. Kelly Pond Conservation Unit Map & Description
12	11. Otter Creek Conservation Unit Map & Description
13	12. Pigeon Creek Conservation Unit Map & Description
14	13. Sister River Conservation Unit Map & Description
15	14. State Forest Conservation Unit Map & Description
16	15. Three Mile Branch Conservation Unit Map & Description
17	16. Tiller Branch Conservation Unit Map & Description
18	17. Principles of Forest & Wildlife Management
19	18. Conservation Unit Checklist
20	19. High Quality / Altered Wetlands Map
21	20. Aerial Photo - 2013
22	21. Individual Project Approval Checklist
23	22. General Conditions
24	23. Mitigation, Preservation and Conservation Unit Conservation Easement
25	24. Type I Conservation Unit Conservation Easement
26	25. Type II Conservation Unit Conservation Easement
27	
28	