

RESOLUTION NO. 2011-38

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS, OF AN INTERLOCAL AGREEMENT BETWEEN ST JOHNS COUNTY AND THE DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT, RUSSELL SAMPSON LLC, ENGLAND-THIMS AND MILLER, INC., KATHY BARCO-LANE AND BARRY RAY BARCO AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, Durbin Crossing Community Development District (Durbin Crossing CDD), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St Johns County, Florida, has requested permission to restore the existing stormwater pond, modify the stormwater permit, grant the County a Drainage easement over the facility, convey from the District to the County the Pond Structures and improvements and assign or otherwise modify the stormwater permit to identify St Johns County as the operation and maintenance entity of the facility which are located within lands that have been dedicated to the County as a drainage easement within and along a portion of County Road 2209 located in St. Johns County; and

WHEREAS, upon completion of the installation and construction of the improvements, St Johns County shall have responsibility for their maintenance, repair and replacement; and

WHEREAS, to the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:

Section 1. The above recitals as hereby incorporated into the body of this Resolution and adopted as findings of fact.

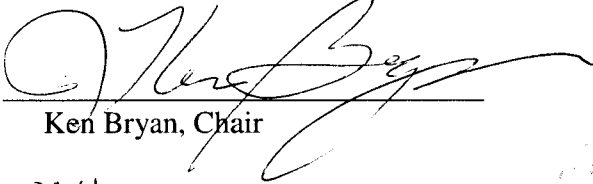
Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the attached Interlocal Agreement and authorizes the County Administrator, or designee, to execute said Agreement.

Section 3. The Clerk of Court is instructed to record the original Interlocal Agreement in Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of February, 2011.

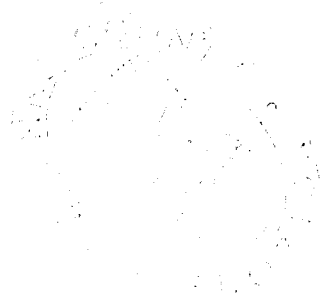
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Pam Halteman
Deputy Clerk

By: 
Ken Bryan, Chair

Effective Date: February 16, 2011

RENDITION DATE 2/16/11



**AGREEMENT REGARDING THE PERMITTING,
REPAIR/RESTORATION, MAINTENANCE AND CONVEYANCE
OF STORMWATER IMPROVEMENTS**

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of January, 2010, by and between:

Durbin Crossing Community Development District, a local unit of special-purpose government, established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 14785 Old St. Augustine Road, Suite 4, Jacksonville, Florida 32258 ("District");

England-Thims & Miller, Inc., a Florida corporation, whose address is 14775 Old St. Augustine Road, Jacksonville, Florida 32258 ("ETM");

Kathy Barco Lane and Barry Ray Barco, two individuals, whose address is 7587 Wilson Boulevard, Jacksonville, Florida 32210 ("Landowners");

Russell Sampson, LLC, a Florida limited liability company, whose address is 7587 Wilson Boulevard, Jacksonville, Florida 32210 ("LLC"); and

St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("County" and, together with the District, ETM, the Landowners and the LLC, the "Parties").

RECITALS

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure, including stormwater improvements; and

WHEREAS, the District constructed, or caused to be constructed, for purposes of conveying and treating stormwater runoff from County Road 2209, stormwater management improvements consisting of a stormwater pond ("SMF-K"), a 48-inch reinforced concrete pipe and a mitered end section (the "Pond Structures") and other appurtenances to SMF-K and the Pond Structures (SMF-K, the Pond Structures and all other appurtenances shall collectively be referred to as the "Stormwater System"); and

WHEREAS, the Stormwater System is subject to the provisions of the Individual Environmental Resource Permit (Application Number 4-109-90834-3) issued to the District by the St. Johns River Water Management District ("Stormwater Permit"), attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, for purposes of construction, maintenance and repair of the Stormwater System, the Landowners granted to the District the *Perpetual, Non-Exclusive Drainage*

Easement Agreement attached hereto as **Exhibit B** and incorporated by reference herein (“Easement”); and

WHEREAS, in close proximity to SMF-K, the Landowners own and the LLC operates a 26.5 acre borrow pit (“Borrow Pit”) which, pursuant to St. Johns River Water Management District Permit No. 4-109-21532-2 attached hereto as **Exhibit C** and incorporated by reference herein (“Borrow Pit Permit”), is the subject of dewatering, expansion and deepening activities by the LLC; and

WHEREAS, after an intense period of rainfall on or about May 17 and 18, 2009, the soil berm separating SMF-K from the Borrow Pit was breached thereby allowing water from SMF-K to drain into the Borrow Pit; and

WHEREAS, the Parties have determined that it is in their collective and individual best interests to (a) restore the Stormwater System to its permitted condition; (b) modify the Stormwater Permit to convert the Borrow Pit into a stormwater management facility to be combined with the existing Stormwater System (together, the “New Facility”); (c) upon completion of activities in the Borrow Pit by the LLC, release the existing Easement; (d) grant to the County a drainage easement over the New Facility for purposes of treating stormwater runoff from County Road 2209; (e) convey, from the District to the County, the Pond Structures and those portions of the SMF-K improvements remaining after conversion of the Stormwater System and the Borrow Pit into the New Facility; and (f) assign or otherwise modify the Stormwater Permit to identify the LLC as the permittee and the County as the operation and maintenance entity for the New Facility.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. COVENANTS.

(a) *Permitting.*

(i) *Stormwater Permit.* Within ninety (90) days of the Effective Date (hereinafter defined), ETM shall, at its own expense, submit all documentation necessary to modify the Stormwater Permit for purposes of converting the Borrow Pit and Stormwater System into the New Facility upon completion of operations in the Borrow Pit and shall provide any and all engineering, surveying and/or permitting services necessary to complete the submitted documentation. Subsequent to the above-referenced submittal, ETM shall, at its own expense, provide any and all additional engineering, surveying and/or permitting services as may be required by governmental regulatory agencies during review and consideration of the permit modification. The expenses to be borne by ETM

include the fees imposed by governmental regulatory agencies to review and consider the permit modification.

For purposes of the permit modification, the LLC shall be designated as the permittee and the County shall be designated as the operations and maintenance entity. The designated area to be permitted to drain to the New Facility shall consist of the area depicted on **Exhibit D**, attached hereto and incorporated herein by reference, unless, during the permit review process, a modification to the drainage area is required, in which case, Exhibit D shall be amended to reflect such modification in accordance with Section 6, below.

(ii) *Borrow Pit Permit.* To the extent the St. Johns River Water Management District requires modification of the "Borrow Pit Permit", the LLC shall, at its own cost, provide all engineering, surveying and permitting services necessary to secure such modifications.

(b) *Repair/Restoration.*

(i) Within thirty (30) days of the Effective Date, the District shall, at its own expense, complete the repair/restoration of the Pond Structures to their permitted condition. The costs to be borne by the District under this Section shall be limited to the repairs to and re-installation of the Pond Structures. Any engineering, surveying and/or permitting that may be necessary to complete such repair and re-installation shall be performed by ETM at its own expense. In the event the District does not complete the repair/restoration of the Pond Structures in accordance with this Section 2(b)(i), the LLC shall provide the District thirty (30) days written notice to cure any such default alleged by the LLC. Should the District fail to cure the alleged default within the time allotted, the LLC may complete the repair/restoration, and the District shall reimburse the LLC any expenses the LLC incurs in so doing.

(ii) Within sixty (60) days of the Effective Date, the LLC shall, at its own expense, complete the repair/restoration of the soil berm and SMF-K to their permitted conditions. The costs to be borne by the LLC shall include all costs required for repair/restoration of the soil berm and SMF-K to the permitted conditions except those to be borne by the District and/or ETM, as set forth in Section 2(b)(i), above. In the event the LLC does not complete the repair/restoration of the soil berm and SMF-K in accordance with this Section 2(b)(ii), the District shall provide the LLC thirty (30) days written notice to cure any such default alleged by the District. Should the LLC fail to cure the alleged default within the time allotted, the District may complete the repair/restoration, and the LLC shall reimburse the District any expenses the District incurs in so doing.

(c) *Maintenance.* The LLC shall, at its own expense, maintain the Stormwater System in its currently permitted condition for the period subsequent to the completion of

the repair/restoration detailed in Section 2(b)(i) but prior to modification of the Stormwater Permit as detailed in Section 2(a)(i). The LLC's maintenance responsibilities under this section 2(c) shall include repairing any damage to the Stormwater System that may occur subsequent to the completion of the repair/restoration detailed in Section 2(b)(i), whether or not such damage was caused by activities in the Borrow Pit. In the event the LLC fails to so maintain the Stormwater System, the District shall have the right to enter the land described in the Easement and restore the Stormwater System to its permitted condition after providing the LLC thirty (30) days written notice to cure any such failure. Should the District opt to restore the Stormwater System to its permitted condition, the District may also take over maintenance activities for the period described above, or any part thereof, to be determined in the District's sole discretion. The LLC shall reimburse the District any and all expenses the District may incur in relation to restoring and/or maintaining the Stormwater System in accordance with the Stormwater Permit and/or any fines or penalties that may accrue as a result of the LLC's failure to maintain the Stormwater System in its current permitted condition.

(d) *Easement.*

(i) Immediately upon completion of the repair/restoration required by Section 2(b), above, and modification of the Stormwater Permit, the Landowners shall, at their own expense, grant a drainage easement over the New Facility to the County for purposes of treating stormwater runoff from County Road 2209.

(ii) Upon notification of the County's acceptance of the drainage easement set forth in Section 2(d)(i) and of the conveyances set forth in Section 2(e), the District shall, at its own expense, release the Easement.

(e) *Conveyances.* Immediately upon completion of the conversion of the Stormwater System and the Borrow Pit into the New Facility, the District shall convey to the County by Quit-Claim Bills of Sale and any other documents required by the County, and the County shall accept ownership of, the Pond Structures and those portions of the SMF-K improvements remaining after the above-referenced conversion. The District shall bear the cost of preparing the document(s) conveying its property to the County.

SECTION 3. WAIVER AND RELEASE OF LIABILITY. Upon satisfaction of the covenants set forth in Section 2, each party shall release and discharge the other Parties hereto and their present, former or future supervisors, officers, members, employees, contractors, engineers, agents, staff, successors and assigns, from any and all liability, claims, damages, lost profits or injury that it has or may have in the future, related to the failure of the soil berm, including, but not limited to, any damage to and the repair/restoration of, the Stormwater System, the Borrow Pit and the soil berm. Further, the Parties agree that, upon satisfaction of the covenants set forth in Section 2, the District shall be released and discharged from any further obligations of any kind relating to the Stormwater System and/or the New Facility. The provisions of this Section 3 shall survive termination of this Agreement.

SECTION 4. EFFECTIVE DATE. The "Effective Date" of this Agreement shall be the date on which the Agreement is executed by the last party hereto.

SECTION 5. ENFORCEMENT OF AGREEMENT. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the defaulting party all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties.

SECTION 7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each party, each party has complied with all the requirements of law, and each party has the full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

- A. If to the District:** Durbin Crossing Community Development District
14785 Old St. Augustine Road, Suite 4
Jacksonville, Florida 32258
Attn: Dave deNagy
- With a copy to:** Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Brian Crumbaker
- B. If to ETM:** England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
Attn: Scott Wild
- C. If to the Landowners:** Kathy Barco Lane and Barry Ray Barco
7587 Wilson Boulevard
Jacksonville, Florida 32210

D If to the LLC: Russell Sampson, LLC
7587 Wilson Boulevard
Jacksonville, Florida 32210
Attn: Barry Barco

E. If to the County; St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32095
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

SECTION 9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully by and between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason of, or for the benefit of, any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 11. ASSIGNMENT. No party may assign this Agreement without the prior written consent of the other Parties hereto. Any purported assignment without such written consent shall be void.

SECTION 12. TERMINATION. This Agreement may be terminated only upon the mutual written agreement of all Parties hereto.

SECTION 13. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by any party to this Agreement shall entitle the others to all remedies available at law or

in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The non-defaulting parties shall be solely responsible for enforcing their respective rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

SECTION 15. PUBLIC RECORDS. The Parties understand and agree that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

SECTION 16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District or the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

Attest

**Durbin Crossing
Community Development District**

By: _____

Chairperson, Board of Supervisors

Attest

England-Thims & Miller, Inc.

By: _____

By: _____
Its: _____

Attest

Landowner

By: _____

Kathy Barco Lane

Attest

Landowner

By: _____

Barry Ray Barco

Attest

Russell Sampson, LLC

By: _____

By: _____
Its: _____

Attest

St. Johns County, Florida

By: _____

By: _____
Its: _____

TECHNICAL MEMORANDUM



BARNES PIT AND BARCO PIT STORMWATER TREATMENT PRELIMINARY FEASIBILITY ANALYSIS

TO: Press Tompkins (St. Johns County)
File

FROM: Alan Foley, Jason Icerman, Mark Nelson

XC:

DATE: January 7, 2011

SUBJECT: Preliminary Analysis of Potential for Stormwater Treatment in Two County Borrow Areas

Jones Edmunds Project No: 95242-460-10

1.0 BACKGROUND

This document describes a preliminary assessment of the potential to use two former borrow pits—Barnes Pit and Barco Pit—to treat stormwater runoff. Site locations, contributing drainage area, potential pollutant load, hydraulics, and permitting considerations are briefly discussed. Based on this preliminary analysis, we believe that there is potential value to the County in using these borrow areas to generate Total Maximum Daily Load (TMDL) credits.

As a stakeholder in the Lower St. Johns River (LSJR) Basin Management Action Plan (BMAP) adopted by the Florida Department of Environmental Protection, the County is required to identify and implement projects that will reduce nutrients discharged to the LSJR from lands under County jurisdiction. The TMDL and the BMAP for the LSJR specify a reduction of nitrogen inputs by 15,028 pounds per year (6,817 kg per year) and a reduction in phosphorus inputs by 948 pounds per year (430 kg per year) (FDEP, 2008). Reductions in nitrogen and phosphorus from BMAP implementation are expected to improve water quality in the LSJR, reduce algal blooms, decrease the number of fish kills, and increase native aquatic vegetation.

2.0 BARNES PIT

2.1 SITE LOCATION AND CONTRIBUTING DRAINAGE AREA

The Barnes Pit site is on about 6 acres of County-owned property adjacent to Deep Creek near Hastings. The site is approximately a half mile south of the intersection of State Road 206 West (SR 206 W) and Barnes Farm Road (Figure 1).

Based on aerial imagery, the pit covers about 3 acres. The depth of the pit is unknown. The site is on a local topographic high between two tributaries to Deep Creek. The site does not receive significant direct runoff; however, a portion of the flow in the tributaries north and south of the site could be redirected. This redirection would need to occur near the culverts conveying flow beneath Barnes Farm Road.

Another privately owned borrow pit is approximately 500 feet north of the County pit. This private pit is about 8 acres in area and its depth is unknown. There may be potential to acquire this private pit and connect it with the County-owned pit to provide additional treatment volume.

The parcel containing the County pit is parcel identification number (PIN) 038430 0000. The County property is surrounded by parcel PIN 038540 0000 owned by Barnes Farm LTD. An easement crossing the Barnes Farm property would be needed for flow to reach the pit. An easement would also be needed to divert the flow from the creeks. The parcels traversed by the tributaries on the east side of Barnes Farm Road (PIN 038330 0000 and 038330 0010) are also owned by Barnes family members.

The soils in the contributing drainage area are predominantly sands with a dual hydrologic soil group classification (i.e., B/D and C/D) indicating poor drainage when the soils are below the water table and moderate drainage when the soils are above the water table.

Figure 1 depicts the drainage areas contributing to the tributary creeks. The southern creek has a contributing area of about 100 acres of agricultural land. The contributing area for the northern creek is about 575 acres of mostly agricultural land. The northern creek also serves as the post-treatment outfall for stormwater runoff from approximately 2 miles of SR 206 W.

2.2 POTENTIAL POLLUTANT LOAD

STORET station 3F08BFR is on the northern tributary near the culvert under Barnes Farm Road. Based on data from that station, the average total nitrogen concentration in the tributary is 1.5 mg/l with a recorded maximum of 9.5 mg/l. The average total phosphorus concentration is 0.24 mg/l with a recorded maximum of 0.8 mg/l. These concentrations are consistent with average concentrations presented in CDM 2005.

Based on calculations performed in the Masters Tract Regional Stormwater Facility Preliminary Engineering Report and values reported in CDM (2005), average annual total nitrogen load is

estimated to be about 5.5 pounds per acre per year from lands in agricultural production. The land draining to the southern tributary is almost entirely in agricultural production. About 75% of the land draining to the northern tributary is in agricultural production.

Using the average load per acre results in an estimated average annual load of 550 pounds of total nitrogen for the 100-acre watershed draining to the southern tributary. About 2,370 pounds of total nitrogen was calculated for the 575-acre watershed draining to the northern tributary. Depending on the system configuration and flow regime addressed, between 25 and 50% of the nitrogen could be removed from flow diverted to the pit.

2.3 HYDRAULICS AND WATER QUALITY TREATMENT

Gravity flow into the pit is more desirable than pump flow because of reduced capital, operating, and maintenance costs. Gravity flow is possible if the flow to the pit is redirected at a location far enough upstream that the water surface elevations are above the water surface in the pit. For water quality purposes, the treatment volume is considered to be the volume of water that can be stored in the pit above the seasonal high water elevation. All elevations discussed in this memorandum will be relative to the North American Datum of 1988 (NAVD 88). The analysis presented below is a rough estimate based on readily available data. Detailed calculations should be performed to confirm the assumptions and analysis.

The water level in the County pit at the time of the County's 2008 LiDAR flight was about 0.8 foot, which is near high tide for the adjacent portion of Deep Creek. The ground elevations on the east side of the site are near 14 feet, and elevations on the west side (near Deep Creek) are near 4 feet. A seasonal high water elevation of 1 foot will be assumed for this analysis.

The water elevation in the adjacent private pit at the time of the County's 2008 LiDAR flight was about 8.6 feet. The significant difference in water surface elevations between the County and private pit may result from pumping and should be investigated as part of a more detailed analysis.

The culvert conveying the southern tributary beneath Barnes Farm Road is the closest one to the County's borrow pit. That culvert is a single 60-inch corrugated metal pipe with invert elevations at about 6 feet. The channel invert elevation just downstream is about 4 feet, indicating significant flow through the pipe resulting in channel scouring. The channel geometry upstream of the pipe is about 4 feet deep with a 3-foot bottom width, 17-foot top width, and a bed slope of about 0.004 foot/foot.

On the downstream (west) side of the 60-inch culvert, water could be redirected to the borrow pit. The redirection would require a water control structure in the existing channel such as a weir and/or orifice that could separate base flow from storm flow and redirect a portion of flow into an alternative channel leading to the borrow pit.

The available treatment volume in the borrow pit—or even on the entire County property—is relatively small compared to the volume of runoff generated in the contributing watershed. Significant storm flow treatment likely could not be provided; therefore, we recommend considering treatment of base flow or small events.

A base flow analysis performed by CDM (2005) for an agricultural watershed in the same area of the County indicated that a base flow depth of about 12 inches per year and a storm runoff depth of about 6 inches per year could be expected.

The alternative channel from the southern culvert crossing would need to be constructed with similar hydraulic characteristics as the channel upstream of the culvert to avoid increasing water surface elevations in the upstream drainage area. The shortest and longest potential routes for the alternative channel are estimated to be 650 and 1,000 feet, respectively. If a bed slope and dimensions similar to the upstream channel are maintained, a 650-foot long channel would result in about 2.6 feet of drop between the culvert and borrow pit with a channel discharge elevation of about 3.4 feet (6.0 minus 2.6) at the pit. A 1,000-foot long channel would result in about 4.0 feet of drop with a channel discharge elevation of about 2.0 feet (6.0 minus 4.0) at the pit. Assuming a maximum treatment depth equal to the channel elevation at the point of discharge in the borrow pit, the resulting treatment depth would be about 2.4 feet for the short alternative channel and about 1.0 feet for the longer alternative channel.

The treatment volume available in the pond could be between 3 and slightly over 10 acre-feet given the potential range in treatment depth and the potential to expand the pond area from the current 3 acres to 5 acres.

A control structure for discharge from the borrow pit would need to be constructed. For this rough analysis, we assumed that the control structure could have an elevation equivalent to the channel elevation at the point of discharge in the borrow pit.

A similar alternative channel configuration could be designed for the northern culvert crossing. The distance from the northern culvert crossing to the County pit is greater, though the slope of the upstream channel is lower (~0.001 ft/ft). The current County property appears to have enough volume to treat flow from the southern crossing but may not be able to treat flows from both tributaries.

2.4 PERMITTING CONSIDERATIONS

The County pit is within the Federal Emergency Management Agency (FEMA) 100-year Special Flood Hazard Area (SFHA). Construction in the floodplain is regulated and would require demonstration that flood storage is not being reduced or negatively altered—this should not be a problem for this site.

The County pit is adjacent to wetlands. There may be wetland impacts depending on the final routing of the alternative channels from the culvert crossings and the potential pond bank/berm preparation.

The St. Johns River Water Management District (SJRWMD) may have concerns about flow diversion from the tributaries and construction of in-line structures.

2.5 RECOMMENDATIONS

We recommend that the County meet with SJRWMD to discuss potentially converting the borrow pit into a stormwater treatment area. If SJRWMD indicates that the site has potential, the County should investigate arranging a land purchase or obtaining a drainage easement to construct a channel to convey flow to the pit. If SJRWMD is agreeable and land or an easement can be acquired, we recommend that the County proceed with a preliminary engineering report.

3.0 BARCO PIT

3.1 SITE LOCATION AND CONTRIBUTING DRAINAGE AREA

The Barco Pit site is on about 40 acres of privately owned property adjacent to Durbin Creek. The site is approximately a quarter mile southeast of the intersection of Race Track Road and St. Johns Parkway (Figure 2). The parcel containing the Barco Pit is PIN 023600 0030.

Based on a grading plan, the pit covers about 27 acres and is about 60 feet deep. The site is on a local topographic high on the west bank of a high-flow side channel of Durbin Creek. The site does not receive significant direct runoff; however, a small stormwater treatment area on the west side of the pit has overflowed into the pit.

3.2 POTENTIAL POLLUTANT LOAD

The potential pollutant load within the potential contributing area to this site is minimal because development in the contributing area occurred in the era of stormwater regulations—all of the developments are served by stormwater treatment facilities.

Some additional treatment to the water passing through the stormwater treatment facilities may be possible to provide additional volume and residence time. A more detailed investigation would be required to assess the feasibility of this option.

Other options for the site include stormwater reuse and use as a reclaimed water reservoir. Stormwater reuse could involve pumping from adjacent stormwater facilities or Durbin Creek during periods of high flow. Use as a reclaimed water reservoir would likely require an agreement with the Jacksonville Electric Authority—the water, wastewater, and reclaimed water provider in the area.

3.3 HYDRAULICS AND WATER QUALITY TREATMENT

Seasonal high water elevation in pond was estimated at 9 feet based on the extent of adjacent wetlands in aerial imagery and elevations obtained from the County's LiDAR data. Elevations in areas west of the site range from 12 feet in wetland areas to about 20 feet in developed residential areas where fill may have been added on home sites and roadways. While the natural landscape drainage is not toward the site, the hydraulic gradient might be used to direct flow into the borrow pit from nearby stormwater facilities.

The stormwater reuse and reclaimed water options would both require the use of pump systems.

Access to the parcel would need to be obtained via an easement or land acquisition. The parcel between St. Johns Parkway and the parcel containing the pit are owned by the Barco Family Charitable Trust (PIN 023600 0040).

3.4 PERMITTING CONSIDERATIONS

Permitting considerations were not considered in detail because the County would need to provide direction on the option or options to investigate. Such considerations would likely include the potential for wetland and FEMA SFHA impacts. The reclaimed water reservoir would likely require coordination with the Jacksonville Electric Authority's reuse permit.

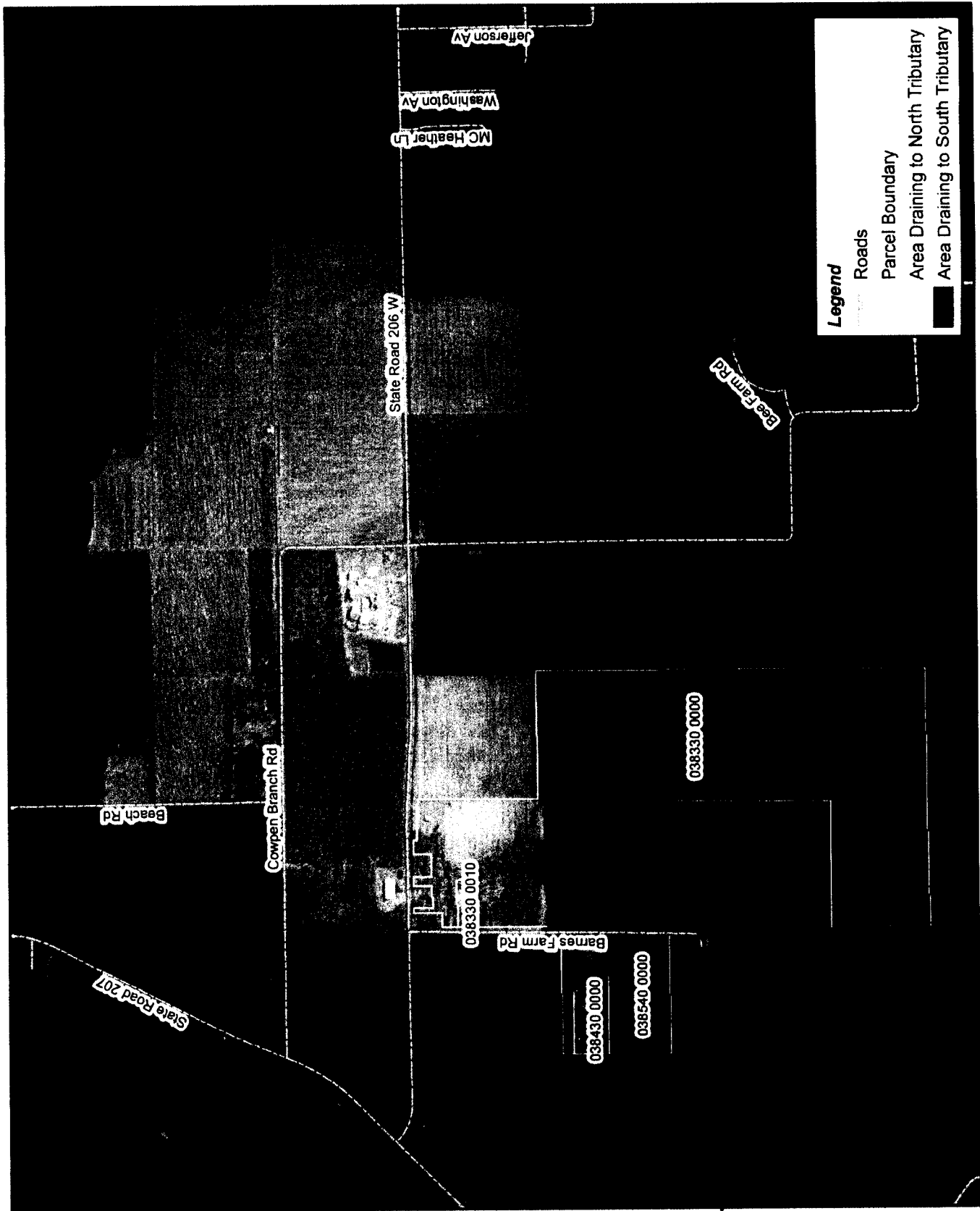
3.5 RECOMMENDATIONS

Our understanding is that the Barco Pit would have minimal acquisition costs. There is potential value to the County in having a large water storage and potential treatment facility in this area of the County. We recommend that the County consider using the Barco Pit for additional stormwater treatment, stormwater reuse, or reclaimed water reuse. Discussions with SJRWMD would be necessary to better assess the feasibility of each of these options.

4.0 REFERENCES

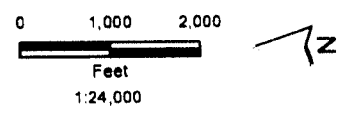
CDM. (2005). *Implementation of Regional Stormwater Treatment Systems Yarrowborough East Tri-County Agricultural Area, Final Technical Memorandum.*

Florida Department of Environmental Protection. (2008). *Basin Management Action Plan For the Implementation of Total Maximum Daily Loads for Nutrients Adopted by the Florida Department of Environmental Protection for the Lower St. Johns River Basin Main Stem.*



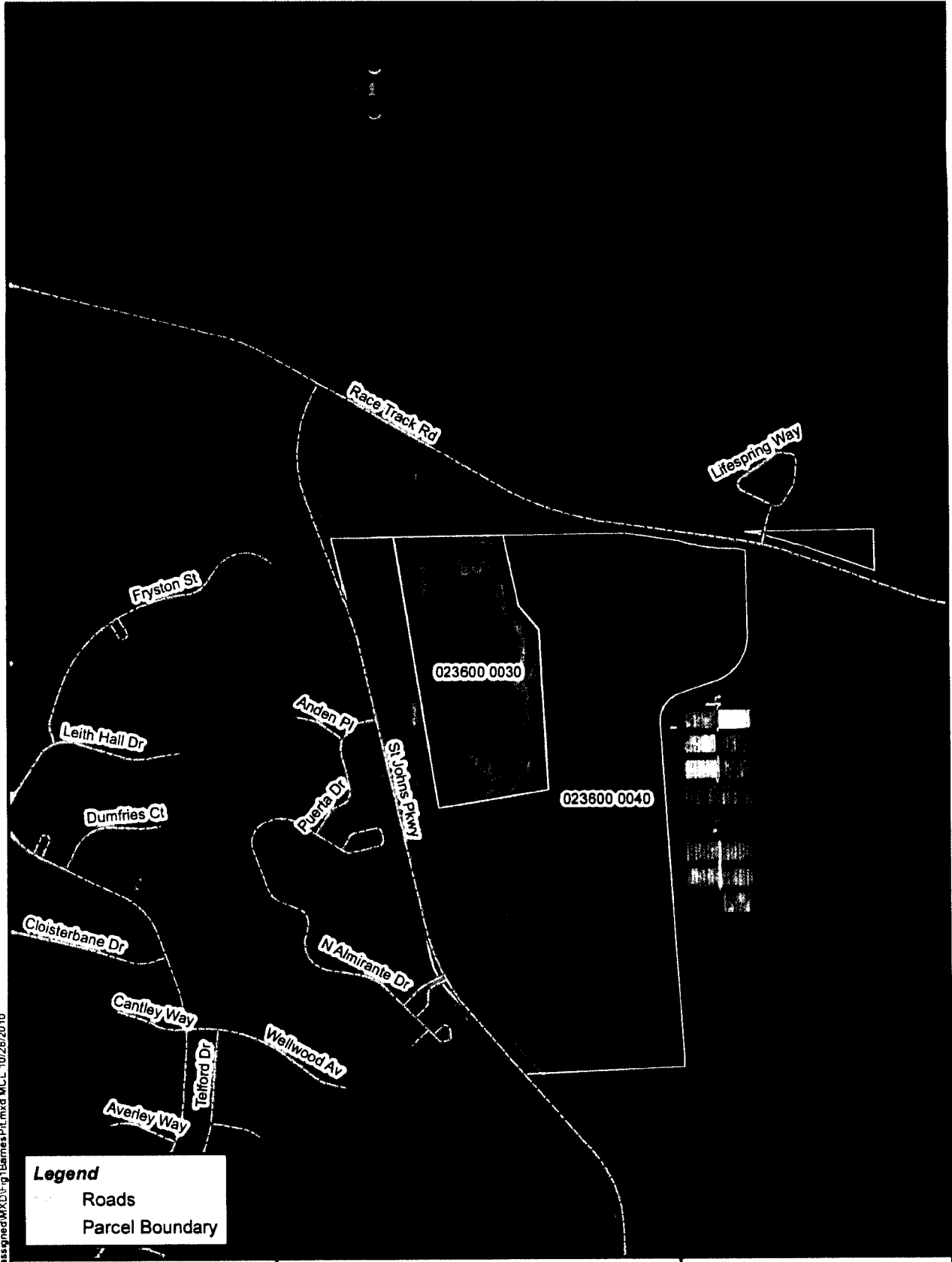
**JONES
EDMUNDS**

Figure 1
Barnes Pit
Borrow Pit Feasibility Analysis



For Informational Purposes Only

C:\19270_st_johns_col\unassigned\MXD\Fig1\Barco Pit.mxd MCL 10/28/2010



Legend
 - - - Roads
 _____ Parcel Boundary

**JONES
EDMUNDS**

Figure 2
Barco Pit
Preliminary Feasibility Analysis

0 500 1,000
 Feet
 1:12,000

N

For Informational Purposes Only



St. Johns River Water Management District

Kirby B. Green III, Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

December 30, 2010

Barry Barco
7587 Wilson Blvd
Jacksonville, FL 32210

SUBJECT: Permit Number 40-109-21532-3
Barco Fish Pond - Enlarge Existing Borrow Pit

Dear Sir/Madam:

Enclosed is your general permit as authorized by the staff of the St. Johns River Water Management District on December 30, 2010.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

Please be advised that the District has not published a notice in the newspaper advising the public that it is issuing a permit for this proposed project. Publication, using the District form, notifies members of the public (third parties) of their rights to challenge the issuance of the general permit. If proper notice is given by publication, third parties have a 21-day time limit on the time they have to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the general permit extends for an indefinite period of time. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation. A copy of the form of the notice and a list of newspapers of general circulation is attached for your use.

In the event you sell your property, the permit will be transferred to the new owner, if we are notified by you within thirty days of the sale and if you provide the information required by 40C-1.612, F.A.C. Please assist us in this matter so as to maintain a valid permit for the new property owner.

GOVERNING BOARD

W. Leonard Wood, CHAIRMAN
FERNANDINA BEACH

Hans G. Tanzler III, VICE CHAIRMAN
JACKSONVILLE

Maryam H. Ghyabi, TREASURER
ORMOND BEACH

John A. Miklos, SECRETARY
ORLANDO

Douglas C. Bourmique
VERO BEACH

Michael Ertel
OVIEDO

Richard G. Hamann
GAINESVILLE

Arlen N. Jumper
FORT McCOY

Thank you for your cooperation, and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,



Carrie Mizell
Regulatory Information Management Specialist II
Division of Regulatory Information Management

Enclosures: Permit with As-built Certification Form
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Consultant: Rob A Matthews
PO Box 3126
Saint Augustine, FL 32084

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 40-109-21532-3

DATE ISSUED: December 30, 2010

PROJECT NAME: Barco Fish Pond - Enlarge Existing Borrow Pit

A PERMIT AUTHORIZING:

Modification of the dewatering rim ditch plan for Barco Fish Pond, a 39.0 - acre project to be constructed as per plans received by the District on December 6, 2010.

LOCATION:

Section(s): 6 Township(s): 5S Range(s): 28E

St. Johns County

Barry Barco
7587 Wilson Blvd
Jacksonville, FL 32210

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated December 30, 2010

AUTHORIZED BY: St. Johns River Water Management District
Department of Resource Management

By: 

(Service Center Director - Jacksonville)
David Miracle

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 40-109-21532-3
Barry Barco
DATED DECEMBER 30, 2010

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance

documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings: 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers; 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters; 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate; 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system; 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system; 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.
11. The operation phase of this permit shall not become effective until the permittee has submitted the appropriate As-Built Certification Form, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes

effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

23. The borrow pit, settling basin, and rim ditch infiltration system must be constructed as per plans received by the District on December 6, 2010.
24. Prior to commencing excavation activities associated with the dirt mining operation, the permittee must a) complete the construction of the settling basin and rim ditch infiltration system authorized by this permit, b) notify District staff that the work has been completed, and c) received written confirmation from the District that the settling basin and rim ditch were constructed as per the plans authorized by this permit.
25. This permit does not authorize any impacts to wetlands.
26. The upland buffer located outside the limits of construction and shown on the construction plans received by the District on December 6, 2010, shall remain vegetated and undisturbed.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of intended District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of intended District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of intended District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 5 below. Mediation pursuant to Section 120.573, Florida Statutes, is not available.
2. If the District takes action that substantially differs from the notice of intended District decision, a person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the District, but this request for administrative hearing shall only address the substantial deviation. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) at the office of the District Clerk at the mail/street address or email address described in paragraph no. 1 above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of final District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of final District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. Mediation pursuant to Section 120.573, Florida Statutes, is not available.
3. A person whose substantial interests are or may be affected has the right to a formal administrative hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must also comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

5. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
8. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
9. A District action is considered rendered, as referred to in paragraph no. 8 above, after it is signed on behalf of the District, and is filed by the District Clerk.
10. Failure to observe the relevant time frames for filing a petition for judicial review as described in paragraph no. 8 above will result in waiver of that right to review.

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S.
Mail to:

Barry Barco
7587 Wilson Blvd
Jacksonville, FL 32210

At 4:00 p.m. this 30th day of December, 2010.

M. Daniels

Division of Regulatory Information Management
Margaret Daniels, Acting Director

St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
(386) 329-4570
Permit Number: 40-109-21532-3



St. Johns River Water Management District

Kirby B. Green III, Director • David W. Flak, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

January 21, 2011

Durbin Crossing North LLC
414 Old Hard Rd Ste 201
Orange Park, FL 32003

Re: Durbin Crossing North Phase 2B (ltr mod)
Letter Modification Number 40-109-90834-29
(Please reference the above number on any submittal)

The St. Johns River Water Management District is in receipt of your request for letter modification to Permit Number 40-109-90834-26. Based upon staff review of the information you submitted, the proposed modification qualifies for a letter modification pursuant to 40C-4.331(1)(b), Florida Administrative Code (F.A.C.). A copy of the modified permit is enclosed for your records.

Please be advised that the District has not published a notice in the newspaper to advise the public that it is issuing this letter of modification. If you do not publish a notice in the newspaper, a party's right to challenge the issuance of this letter modification extends for an indefinite period of time. If you wish to have certainty that the period of filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation within the area that includes the project to which the modification applies. A copy of the form of the notice is attached for your use. If you have any questions, please contact Everett Frye at (904) 448-7913 or Christine Wentzel at (904) 222-1395.

Sincerely,

David Miracis
Service Center Director
Jacksonville

cc: District Permit File

GOVERNING BOARD

W. Leonard Wood, CHAIRMAN
FERNANDINA BEACH

Hans G. Tanczer III, VICE CHAIRMAN
JACKSONVILLE

Maryam H. Ghyabi, TREASURER
ORLANDO BEACH

John A. Mikke, SECRETARY
ORLANDO

Douglas C. Bourlique
VERO BEACH

Michael Ertel
ORLANDO

Richard G. Hamern
GAINESVILLE

Arlen H. Jumper
FORT MYERS

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 40-109-90834-29

DATE ISSUED: January 21, 2011

PROJECT NAME: Durbin Crossing North Phase 2B (ltr mod)

A PERMIT AUTHORIZING:

Construction of a Surface Water Management System with stormwater treatment by Wet Detention for Durbin Crossing North Phase 2B (ltr mod), a 50.11 - acre project to be constructed as per plans received by the District on January 10, 2011 as amended by the plans received by the District on January 13, 2011.

LOCATION:

Section(s): 12 Township(s): 5S Range(s): 27E

St. Johns County

Durbin Crossing North LLC
414 Old Hard Rd Ste 201
Orange Park, FL 32003

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated January 21, 2011

AUTHORIZED BY: St. Johns River Water Management District
Department of Resource Management

By: 
(Service Center Director - Jacksonville)
David Miracle

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 40-109-90834-29
Durbin Crossing North LLC
DATED JANUARY 21, 2011

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance

documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings: 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers; 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters; 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate; 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system; 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system; 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.
11. The operation phase of this permit shall not become effective until the permittee has submitted the appropriate As-Built Certification Form, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes

effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
21. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and

permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report to the District, on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.

23. The applicant must submit written certification that the pond cut-off walls are installed as per the plans approved by this permit. The certification must be signed, sealed and dated by a State of Florida Registered Professional Engineer, and must be submitted to the District within 30 days of the completion of the cut-off wall.
24. The cut-off wall must be constructed as per plans and geotechnical report received by the District on January 10, 2011 as amended by the plans and text received by the District on January 13, 2011.
25. This authorization to construct will expire on September 14, 2015.
26. No impacts to wetlands are authorized by this modification.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of intended District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of intended District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of intended District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 5 below. Mediation pursuant to Section 120.573, Florida Statutes, is not available.
2. If the District takes action that substantially differs from the notice of intended District decision, a person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the District, but this request for administrative hearing shall only address the substantial deviation. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) at the office of the District Clerk at the mail/street address or email address described in paragraph no. 1 above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of final District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of final District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. Mediation pursuant to Section 120.573, Florida Statutes, is not available.
3. A person whose substantial interests are or may be affected has the right to a formal administrative hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must also comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

5. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
8. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
9. A District action is considered rendered, as referred to in paragraph no. 8 above, after it is signed on behalf of the District, and is filed by the District Clerk.
10. Failure to observe the relevant time frames for filing a petition for judicial review as described in paragraph no. 8 above will result in waiver of that right to review.

NOR.DOC.001
Revised 7/27/09

**Notice Of Rights
Certificate of Service**

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S.
Mail to:

Durbin Crossing North LLC
414 Old Hard Rd Ste 201
Orange Park, FL 32003

At 4:00 p.m. this 21st day of January, 2011.

M. Daniels

Division of Regulatory Information Management
Margaret Daniels, Acting Director

St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
(386) 329-4570
Permit Number: 40-109-90834-29

MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 3128, 7 WALDO STREET
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.828.1534
 FAX: 904.828.4547
 INFO@MATTHEWSDESIGN.NET

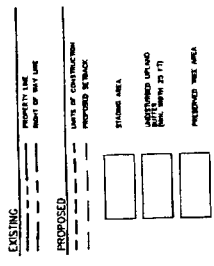
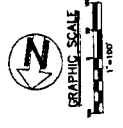


NO.	DATE	REVISED COMMENTS
1	12/28/18	REVISED COMMENTS

SITE PLAN
BARCO FISH POND
 ST. JOHNS COUNTY, FLORIDA
 HARRY BARCO

DATE: 12/28/18
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN

PROJECT NUMBER: [Number]
 DATE: 11/16/18
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN



SITE PLAN NOTES:

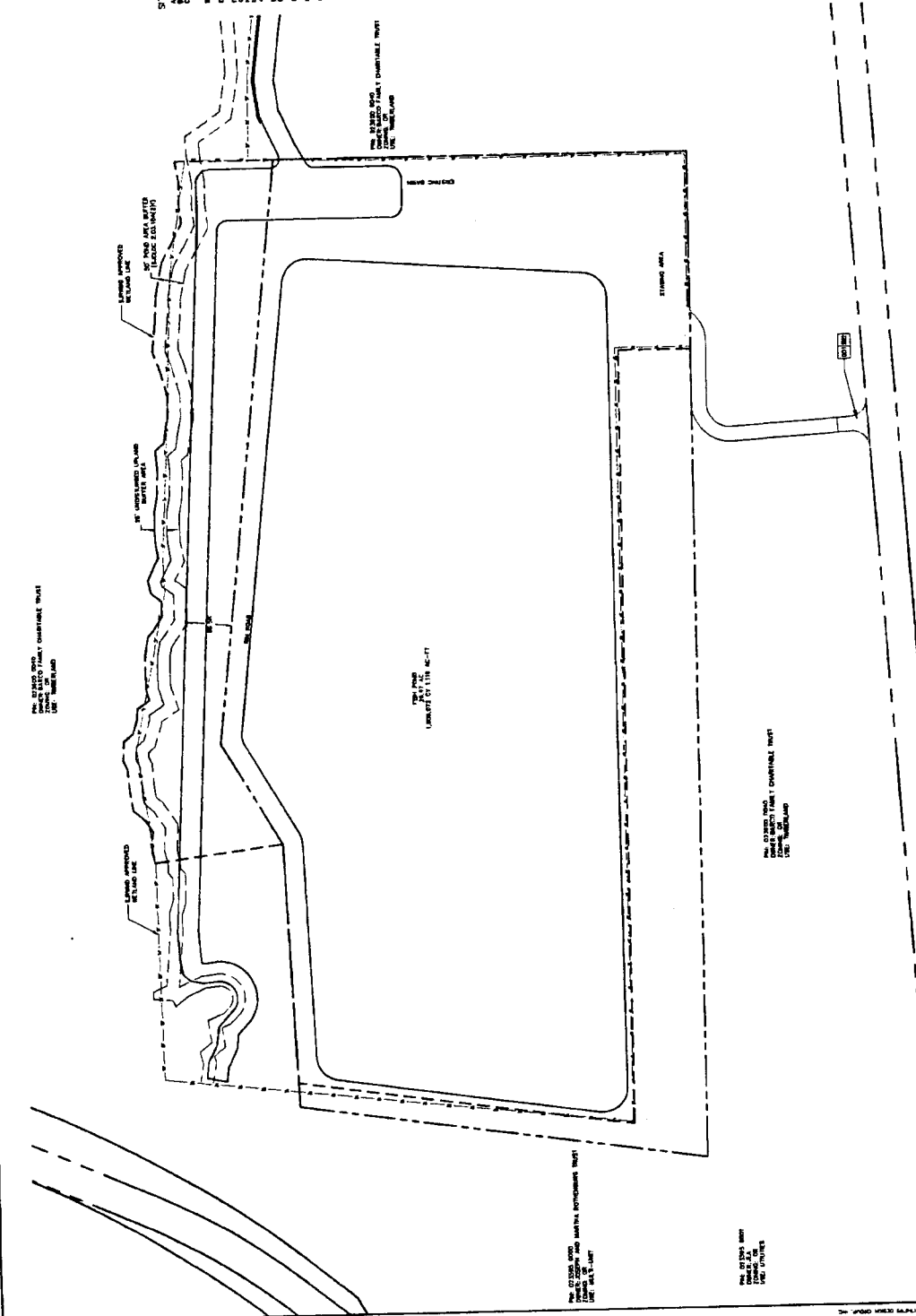
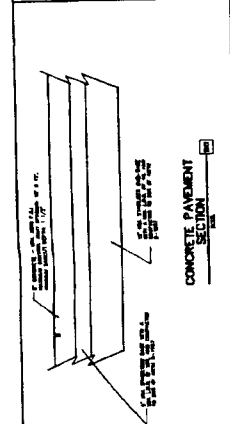
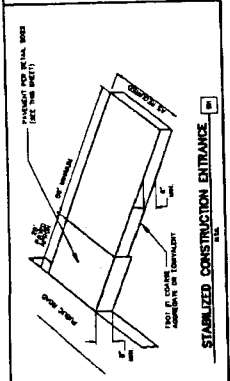
- ALL AREAS WITHIN THE PROPOSED CONSTRUCTION FOOTPRINT SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 18" BELOW FINISH GRADE TO ACCOMMODATE THE PROPOSED CONSTRUCTION.
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SITE CALCULATIONS:

TOTAL PROJECT AREA = 2.1 AC
 TOTAL EXCAVATED VOLUME = 1,000,000 CU YD (1.1M AC-FT)
 TOTAL EXCAVATED VOLUME = 1,000,000 CU YD (1.1M AC-FT)
 TOTAL EXCAVATED VOLUME = 1,000,000 CU YD (1.1M AC-FT)
 TOTAL EXCAVATED VOLUME = 1,000,000 CU YD (1.1M AC-FT)

TREE REQUIREMENT CALCULATIONS:

TOTAL PROJECT AREA = 2.1 AC
 TOTAL EXCAVATED VOLUME = 1,000,000 CU YD (1.1M AC-FT)
 TOTAL EXCAVATED VOLUME = 1,000,000 CU YD (1.1M AC-FT)
 TOTAL EXCAVATED VOLUME = 1,000,000 CU YD (1.1M AC-FT)
 TOTAL EXCAVATED VOLUME = 1,000,000 CU YD (1.1M AC-FT)



DATE: 12/28/18
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN

PROJECT NUMBER: [Number]
 DATE: 11/16/18
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN