

RESOLUTION NO. 2015- 106

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR TO EXECUTE A CONSERVATION EASEMENT OVER PROPERTY LOCATED WITHIN BASIN 9 REGIONAL OFFSITE MITIGATION AREA TO MITIGATE WETLAND IMPACTS ASSOCIATED WITH FUTURE COUNTY PUBLIC WORKS PROJECTS.

RECITALS

WHEREAS, a Memorandum of Agreement (“MOA”) between St. Johns County and the St. Johns River Water Management District formalizes the Basin 9 Regional Offsite Mitigation Area “ROMA” that includes property known as the Rayonier Tract and the Terra Pointe Tract; and

WHEREAS, the MOA requires a conservation easement be placed over the property within the ROMA to assure that the property will be restored, preserved and maintained; and

WHEREAS, adoption of this resolution approves the Conservation Easement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, to be executed by the Chair, on behalf of the County, to satisfy the requirement.

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

Section 1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

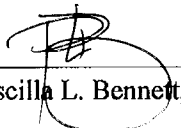
Section 2. The above described Conservation Easement is hereby approved and the Chair is authorized to execute the Conservation Easement on behalf of the County.

Section 3. The Clerk is instructed to record the Conservation Easement in the public records of St. Johns County, Florida and mail the original Conservation Easement to the St. Johns River Water Management District and a certified copy of this Resolution shall be forwarded forthwith to St. Johns River Water Management District, Office of General Counsel, 4049 Reid Street, Palatka, Florida, 32178.


Section 4. To the extent that there are scrivener, typographical 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.

PASSED AND ADOPTED by the Board of County Commissioners this 21st day of April, 2015.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By:  _____
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By:  _____
Deputy Clerk

RENDITION DATE 4/23/15



Prepared by:
Regina D. Ross
Senior County Attorney
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL. 32177

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____, 2015, by **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, having an address at 500 San Sebastian View, St. Augustine, Florida 32084, ("Grantor") in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, Florida 32177 ("Grantee") and the **U.S. ARMY CORPS OF ENGINEERS**, having a mailing address at P. O. Box 4970, Jacksonville, Florida 32232-0019, as a third party beneficiary (the "Corps").

WITNESSETH:

WHEREAS, Grantor solely owns, in fee simple, certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference, ("the Property");

WHEREAS, Grantor grants this conservation easement as a condition of the Memorandum of Agreement between St. Johns River Water Management District and St. Johns County, attached hereto as Exhibit "B", for St. Johns County Basin 9 Regional Offsite Mitigation Area (ROMA), permit 4-109-123748.1 and the Corps permit SAJ-2010-00752, authorizing certain activities and wetland functional credits; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons

whomsoever.

1. Purpose: The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses: Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- b) Dumping or placing soil or other substance or material as landfill or dumping or placing trash, waste or unsightly or offensive materials.
- c) Removing or destroying trees, shrubs, or other vegetation.
- d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- g) Acts or uses detrimental to such retention of land or water areas.
- h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights: Grantor reserves unto itself, and its successors and assigns all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee: To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

- a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.
- b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion: Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of

the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability: To the extent allowed by Florida Law, Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property, which may occur on the Property.

7. Acts Beyond Grantor's Control: Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation: Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Rights of the Corps: In connection with permit # SAJ-2010-00752 issued by the Corps, the Corps, as a third party beneficiary, shall have the right to enforce the terms and conditions for this Conservation Easement, including:

- a) The right to take action to preserve and protect the environmental value of the Property;
- b) The right to prevent any activity on the Property that is inconsistent with the purpose of this instrument, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity;
- c) The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this instrument;
- d) The right to enforce this instrument by injunction or proceed at law or in equity to enforce the provisions of this instrument and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor, or its successors and assigns, to restore such areas or features of the Property that may be damaged by unauthorized activities: and
- e) The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this instrument. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend such a conservation easement.

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

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

ST. JOHNS COUNTY, a political subdivision
of the State of Florida, by its Board of County
Commissioners

By: _____
Priscilla L. Bennett
Chair

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Print Name

Exhibit "A"

RAYONIER TRACT

A TRACT OF LAND LYING WITHIN THE WEST ½ OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

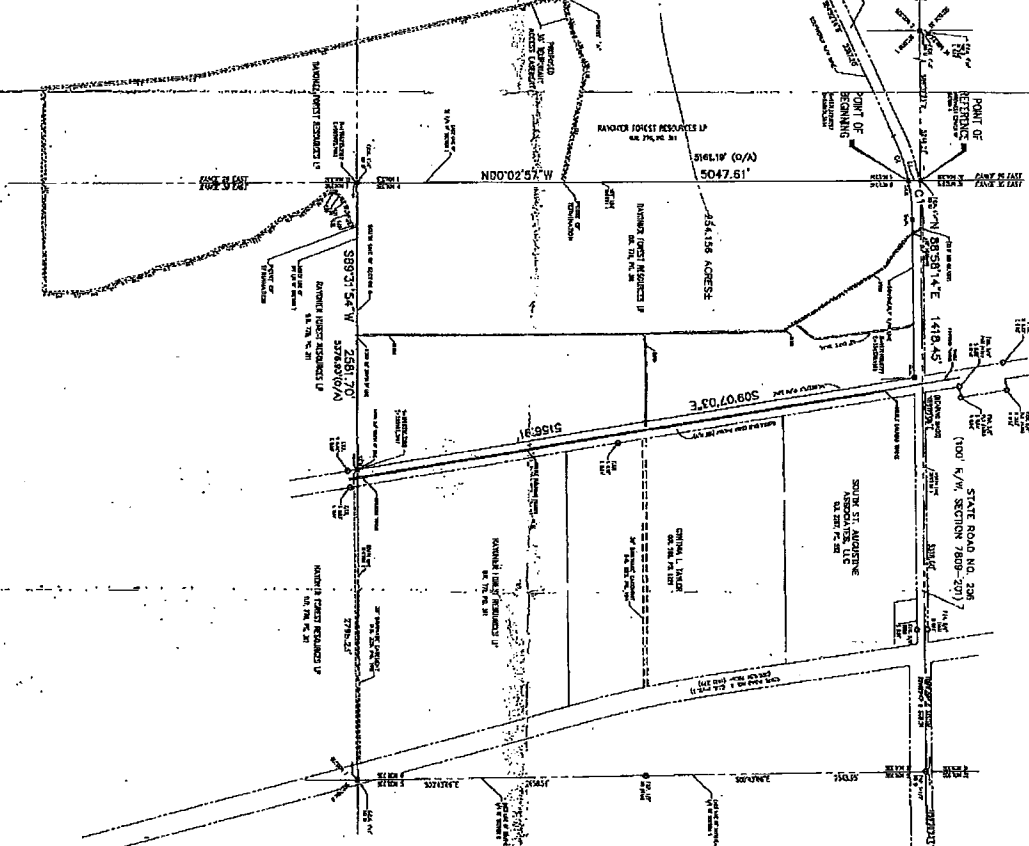
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6, FOR A POINT OF REFERENCE; THENCE SOUTH 00 DEGREES 02 MINUTES 57 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 6, FOR 113.58 FEET TO THE POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 206 (A 100 FOOT RIGHT OF WAY, AS IT IS NOW ESTABLISHED), ACCORDING TO THE STATE OF FLORIDA, STATE ROAD DEPARTMENT OF RIGHT OF WAY MAPS, SECTION 7809-201, SAID POINT ALSO BEING THE POINT OF BEGINNING:

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 206, THE FOLLOWING TWO(2) COURSES; (1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1860.08 FEET, A CENTRAL ANGLE OF 10 DEGREES 53 MINUTES 02 SECONDS, AN ARC LENGTH OF 353.34 FEET AND A CHORD BEARING OF NORTH 83 DEGREES 31 MINUTES 43 SECONDS EAST, FOR 352.81 FEET TO THE POINT OF TANGENCY; (2) THENCE NORTH 88 DEGREES 58 MINUTES 14 SECONDS EAST, FOR 1418.45 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 150 FOOT RIGHT OF WAY, AS IT IS NOW ESTABLISHED), ACCORDING TO THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY AND TRACK MAP: THENCE SOUTH 09 DEGREES 07 MINUTES 03 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR 5156.91 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF AFORESAID SECTION 6; THENCE SOUTH 89 DEGREES 31 MINUTES 54 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SECTION 6, FOR 2581.70 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 00 DEGREES 02 MINUTES 57 SECONDS WEST ALONG AFORESAID WEST LINE OF SAID SECTION 6 FOR 5047.61 FEET TO THE POINT OF BEGINNING.

AND

LEGEND

1. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)
2. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)
3. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)
4. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)
5. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)
6. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)
7. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)
8. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)
9. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)
10. 100' R/W SECTION 206-220 (100' R/W SECTION 206-220)



LINE #	LINE VALUE	BEARING	ADJACENT PROPERTY
1	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
2	509.07	S09°07'03"E	STATE ROAD NO. 206
3	1418.45	S09°07'03"E	STATE ROAD NO. 206
4	1418.45	S09°07'03"E	STATE ROAD NO. 206
5	509.07	S09°07'03"E	STATE ROAD NO. 206
6	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
7	1418.45	S09°07'03"E	STATE ROAD NO. 206
8	509.07	S09°07'03"E	STATE ROAD NO. 206
9	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
10	509.07	S09°07'03"E	STATE ROAD NO. 206
11	1418.45	S09°07'03"E	STATE ROAD NO. 206
12	509.07	S09°07'03"E	STATE ROAD NO. 206
13	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
14	509.07	S09°07'03"E	STATE ROAD NO. 206
15	1418.45	S09°07'03"E	STATE ROAD NO. 206
16	509.07	S09°07'03"E	STATE ROAD NO. 206
17	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
18	509.07	S09°07'03"E	STATE ROAD NO. 206
19	1418.45	S09°07'03"E	STATE ROAD NO. 206
20	509.07	S09°07'03"E	STATE ROAD NO. 206
21	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
22	509.07	S09°07'03"E	STATE ROAD NO. 206
23	1418.45	S09°07'03"E	STATE ROAD NO. 206
24	509.07	S09°07'03"E	STATE ROAD NO. 206
25	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
26	509.07	S09°07'03"E	STATE ROAD NO. 206
27	1418.45	S09°07'03"E	STATE ROAD NO. 206
28	509.07	S09°07'03"E	STATE ROAD NO. 206
29	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
30	509.07	S09°07'03"E	STATE ROAD NO. 206
31	1418.45	S09°07'03"E	STATE ROAD NO. 206
32	509.07	S09°07'03"E	STATE ROAD NO. 206
33	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
34	509.07	S09°07'03"E	STATE ROAD NO. 206
35	1418.45	S09°07'03"E	STATE ROAD NO. 206
36	509.07	S09°07'03"E	STATE ROAD NO. 206
37	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
38	509.07	S09°07'03"E	STATE ROAD NO. 206
39	1418.45	S09°07'03"E	STATE ROAD NO. 206
40	509.07	S09°07'03"E	STATE ROAD NO. 206
41	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
42	509.07	S09°07'03"E	STATE ROAD NO. 206
43	1418.45	S09°07'03"E	STATE ROAD NO. 206
44	509.07	S09°07'03"E	STATE ROAD NO. 206
45	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
46	509.07	S09°07'03"E	STATE ROAD NO. 206
47	1418.45	S09°07'03"E	STATE ROAD NO. 206
48	509.07	S09°07'03"E	STATE ROAD NO. 206
49	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
50	509.07	S09°07'03"E	STATE ROAD NO. 206
51	1418.45	S09°07'03"E	STATE ROAD NO. 206
52	509.07	S09°07'03"E	STATE ROAD NO. 206
53	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
54	509.07	S09°07'03"E	STATE ROAD NO. 206
55	1418.45	S09°07'03"E	STATE ROAD NO. 206
56	509.07	S09°07'03"E	STATE ROAD NO. 206
57	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
58	509.07	S09°07'03"E	STATE ROAD NO. 206
59	1418.45	S09°07'03"E	STATE ROAD NO. 206
60	509.07	S09°07'03"E	STATE ROAD NO. 206
61	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
62	509.07	S09°07'03"E	STATE ROAD NO. 206
63	1418.45	S09°07'03"E	STATE ROAD NO. 206
64	509.07	S09°07'03"E	STATE ROAD NO. 206
65	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
66	509.07	S09°07'03"E	STATE ROAD NO. 206
67	1418.45	S09°07'03"E	STATE ROAD NO. 206
68	509.07	S09°07'03"E	STATE ROAD NO. 206
69	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
70	509.07	S09°07'03"E	STATE ROAD NO. 206
71	1418.45	S09°07'03"E	STATE ROAD NO. 206
72	509.07	S09°07'03"E	STATE ROAD NO. 206
73	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
74	509.07	S09°07'03"E	STATE ROAD NO. 206
75	1418.45	S09°07'03"E	STATE ROAD NO. 206
76	509.07	S09°07'03"E	STATE ROAD NO. 206
77	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
78	509.07	S09°07'03"E	STATE ROAD NO. 206
79	1418.45	S09°07'03"E	STATE ROAD NO. 206
80	509.07	S09°07'03"E	STATE ROAD NO. 206
81	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
82	509.07	S09°07'03"E	STATE ROAD NO. 206
83	1418.45	S09°07'03"E	STATE ROAD NO. 206
84	509.07	S09°07'03"E	STATE ROAD NO. 206
85	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
86	509.07	S09°07'03"E	STATE ROAD NO. 206
87	1418.45	S09°07'03"E	STATE ROAD NO. 206
88	509.07	S09°07'03"E	STATE ROAD NO. 206
89	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
90	509.07	S09°07'03"E	STATE ROAD NO. 206
91	1418.45	S09°07'03"E	STATE ROAD NO. 206
92	509.07	S09°07'03"E	STATE ROAD NO. 206
93	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
94	509.07	S09°07'03"E	STATE ROAD NO. 206
95	1418.45	S09°07'03"E	STATE ROAD NO. 206
96	509.07	S09°07'03"E	STATE ROAD NO. 206
97	2581.70	S89°32'41"W	MANHOOD POINT RESOURCES LP
98	509.07	S09°07'03"E	STATE ROAD NO. 206
99	1418.45	S09°07'03"E	STATE ROAD NO. 206
100	509.07	S09°07'03"E	STATE ROAD NO. 206

GENERAL NOTES:

1. This is a Boundary Survey.
2. The boundaries are determined by the bearings and distances of the lines shown on this map.
3. The bearings and distances were measured by the surveyor on the ground.
4. The bearings and distances were measured by the surveyor on the ground.
5. The bearings and distances were measured by the surveyor on the ground.
6. The bearings and distances were measured by the surveyor on the ground.
7. The bearings and distances were measured by the surveyor on the ground.
8. The bearings and distances were measured by the surveyor on the ground.
9. The bearings and distances were measured by the surveyor on the ground.
10. The bearings and distances were measured by the surveyor on the ground.

CONTRACT INFORMATION: \$1,200.00

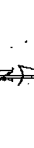
DATE OF SURVEY: 11/15/2011

PROJECT: S.R. 206 RAYMONER PARCEL BOUNDARY SURVEY

CLIENT: ST. JOHNS COUNTY

SURVEYOR: [Signature]

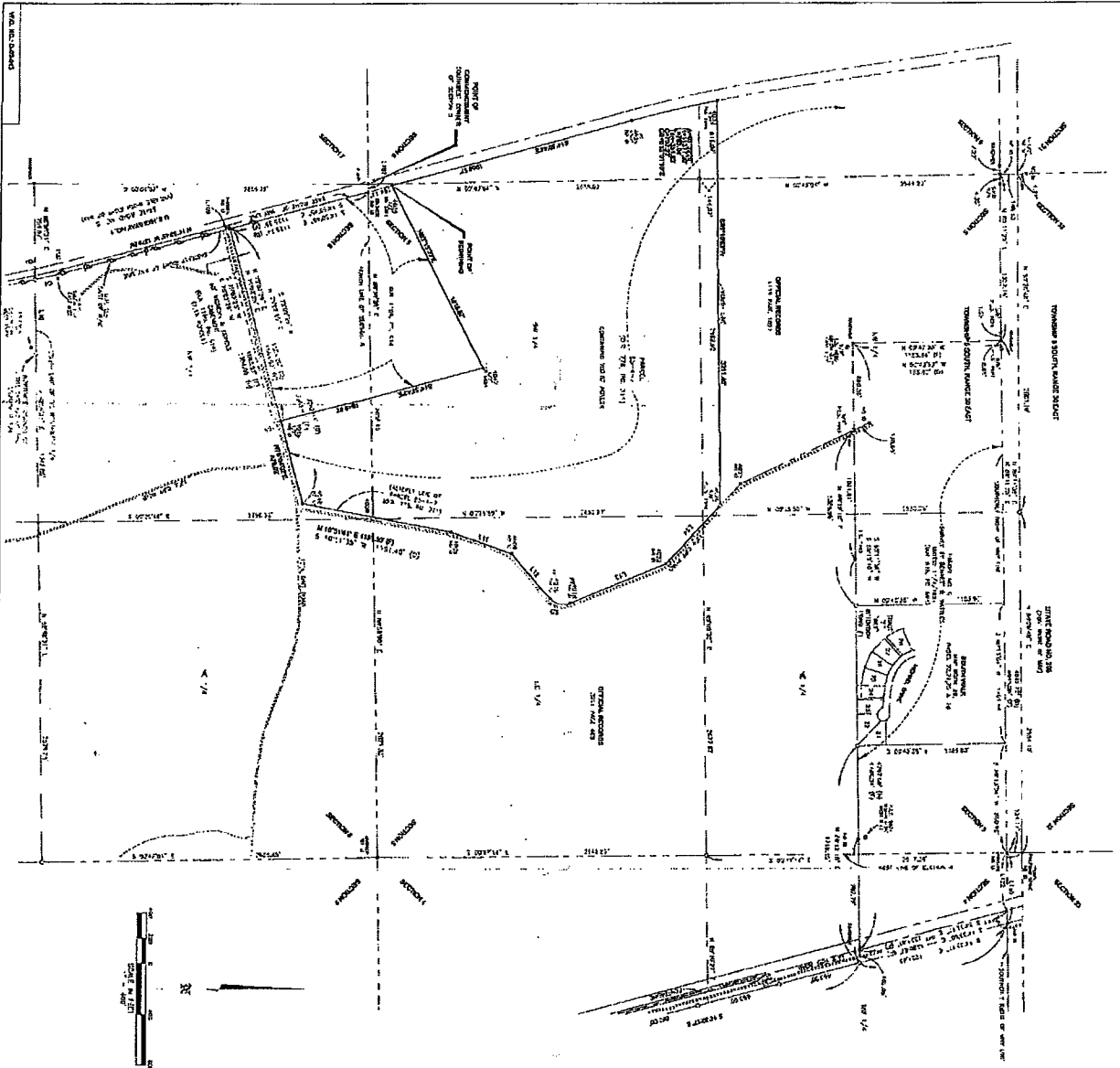
SCALE: 1" = 100'



TERRA POINTE TRACT

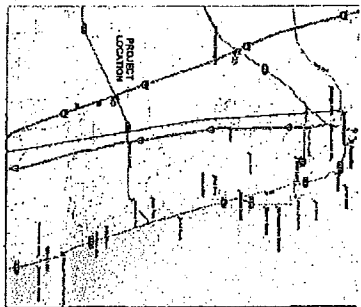
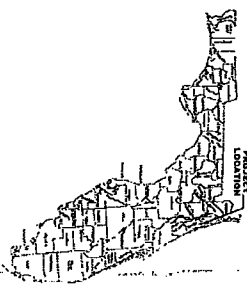
A PARCEL OF LAND LYING IN SECTIONS 5, 6, AND 8, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 5, THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 5, NORTH 88 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 63.45 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NUMBER 1, ALSO KNOWN AS STATE ROAD NUMBER 5 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE DEPARTING SAID SOUTHERLY SECTION LINE, ALONG SAID EAST RIGHT OF WAY LINE, NORTH 14 DEGREES 50 MINUTES, 40 SECONDS WEST, A DISTANCE OF 194.17 FEET TO THE NORTHWEST CORNER OF OFFICIAL RECORDS BOOK 1169, PAGE 914, OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG THE LINE OF SAID OFFICIAL RECORDS BOOK 1169, PAGE 914 NORTH 63 DEGREES 15 MINUTES 39 SECONDS EAST, A DISTANCE OF 1618.67 FEET TO THE NORTHEAST CORNER OF LAST SAID OFFICIAL RECORDS; THENCE ALONG THE EAST LINE OF SAID OFFICIAL RECORDS, SOUTH 14 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 1649.82 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS; THENCE NORTH 75 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 679.92 FEET TO A WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2011, PAGE 670 OF SAID COUNTY; THENCE NORTHERLY ALONG SAID LINE, THE FOLLOWING 6 COURSES AND DISTANCES; (1) NORTH 10 DEGREES 51 MINUTES 41 SECONDS EAST, 1191.50 FEET; (2) NORTH 19 DEGREES 28 MINUTES 37 SECONDS EAST, 510.84 FEET; (3) NORTH 48 DEGREES 10 MINUTES 57 SECONDS EAST, 474.85 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE WESTERLY HAVING A RADIUS OF (4) 150.00 FEET AND A CENTRAL ANGLE OF 70 DEGREES 08 MINUTES 39 SECONDS; THENCE ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 183.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13 DEGREES 03 MINUTES 03 SECONDS EAST, 172.38 FEET TO THE TANGENCY OF SAID CURVE; (5) NORTH 21 DEGREES 59 MINUTES 19 SECONDS WEST, 829.15 FEET; (6) NORTH 46 DEGREES 47 MINUTES 01 SECONDS WEST, 630.08 FEET TO ITS INTERSECTION OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1119, PAGE 1027 OF SAID COUNTY; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 3211.40 FEET TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NUMBER 1, SAID POINT ALSO LYING ON THE ARC OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11,377.20 FEET AND A CENTRAL ANGLE OF 03 DEGREES 32 MINUTES 26 SECONDS; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, A DISTANCE OF 703.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 01 MINUTES 10 SECONDS EAST, 702.93 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 50 MINUTES 44 SECONDS EAST, A DISTANCE OF 1986.57 TO THE POINT OF BEGINNING.



A MAP SHOWING A BOUNDARY SURVEY OF
TRACTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

CONDUCTED BY THE SURVEYOR ON BEHALF OF THE OWNERS OF SAID TRACTS.



LEGEND

- 1. ...
- 2. ...
- 3. ...
- 4. ...
- 5. ...
- 6. ...
- 7. ...
- 8. ...
- 9. ...
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LABRANLEY
AND SURVEYORS
 3723 LABORATORY ROAD
 ANNAPOLIS, MARYLAND 21403
 PHONE (410) 293-6000 FAX (410) 293-6179
 LICENSE NUMBER: 14, 888

DATE OF SURVEY: 10/15/2010
 PROJECT NO.: 1000000000
 SHEET NO.: 1 OF 1

**MEMORANDUM OF AGREEMENT BETWEEN
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND ST. JOHNS COUNTY
FOR ST. JOHNS COUNTY BASIN 9 REGIONAL OFFSITE MITIGATION AREA
(ROMA)**

THIS MEMORANDUM OF AGREEMENT is entered into by the St. Johns River Water Management District (District) and St. Johns County (County) regarding the St. Johns County Basin 9 Regional Offsite Mitigation Area (ROMA).

WITNESSETH:

WHEREAS, Section 373.4135(1), Florida Statutes (F.S.), directs the District to participate in and encourage the establishment of public offsite regional mitigation;

WHEREAS, the County desires to establish a ROMA to serve as mitigation for future environmental resource permits (ERPs) issued by the District to the County for County projects;

WHEREAS, Section 373.4135(6), F.S., requires that certain ROMAs for which money is donated or paid as mitigation be established and operated pursuant to a Memorandum of Agreement (MOA);

WHEREAS, although Section 373.4135(6), F.S., does not require that this St. Johns County Basin 9 ROMA be established and operated under an MOA because no money will be donated or paid as mitigation, the parties have determined that an MOA would be mutually beneficial;

WHEREAS, Section 373.4135, F.S., provides that such MOA need not be adopted by rule;

NOW THEREFORE, for and in consideration of the foregoing, which are made a part of the MOA, the District and the County hereby agree to the following:

Section 1. The County will implement the St. Johns County Basin 9 ROMA as described in the following five documents: (1) The approved construction plans for permit 40-109-123748-1 as received by the District on October 1, 2010, attached as Exhibit A; (2) Revised and supplemental drawings as Exhibit B; (3) Basin 9 ROMA Burn Plan as Exhibit C; (4) Uniform Mitigation Assessment Methodology (UMAM) functional gain summary table as Exhibit D, and (5) this MOA. Each of the exhibits described in this section shall be incorporated into and made part of this MOA.

Section 2. In exchange for the County's implementation of the St. Johns County Basin 9 ROMA as described above, the County is authorized to use 45.11 Total Functional Gain Units (FGUs) from the ROMA as mitigation for ERPs issued by the District to the County for County projects in Basin 9.

Section 3. Responsibilities.

A. *Description of work.* The County will conduct the following activities to return the sites to a more natural state:

Rayonier Tract

- Forested Wetland Enhancement Area 1 of 168.7 acres
- Forested Wetland Enhancement Area 1A of 24.0 acres
- Forested Wetland Enhancement Area 2 of 27.7 acres
- Forested Wetland Enhancement Area 3 of 27.0 acres
- Forested Wetland Enhancement Area 3A of 6.0 acres
- Wetland Buffer Enhancement of 0.7 acres

Terra Pointe Tract

- Forested Wetland Enhancement Area 1 of 110.3 acres
- Forested Wetland Enhancement Area 2 of 2.3 acres
- Forested Wetland Preservation 59.3 acres
- Forested Wetland Enhancement Area 1 of 1.2 acres
- Wetland Buffer Enhancement Area 2 of 27.5 acres

The County will begin conducting these activities in 2015 and expects to complete construction in 2019.

B. *Timeline for obtaining any required ERP.* Some of the mitigation activities required an ERP, which the County obtained on November 3, 2010 (40-109-123748-1).

C. *Environmental success criteria.*

Rayonier Tract:

(a) Preserve the entire property in perpetuity by conveying a conservation easement approved in writing by District staff.

(b) Perform annual inspection and exotic species removal/maintenance as needed. Invasive exotic species covers must be 1% or less in any one acre area.

(c) For the planted areas within wetland enhancement areas 3 and 3A, plantings must meet the following success criteria within five years after initial planting:

i. At least 75 percent of the planted individuals in each stratum have survived or desirable native recruits become established throughout the monitoring period and are showing signs of normal growth, based upon standard growth parameters such as height and base diameter, or canopy circumference.

ii. At least 80 percent cover by appropriate wetland or upland species has been obtained.

iii. Hydrologic conditions generally conform to those specified for wetlands in Chapter 62-340, F.A.C.

iv. If successful establishment has not occurred as stated above within 5 years following initial planting, then within 30 days of the termination of the monitoring period, the County shall submit to the District a narrative describing the type and causes of failure and a complete set of plans for the redesign or replacement planting of the wetland mitigation area so that the success criteria will be achieved. If an ERP is required for the activity, then the County shall apply for a permit modification. Within 30 days of District approval and, if applicable, issuance of the permit modification, the permittee must implement the redesign and/or replacement planting. Following completion of such work, success criteria as stated above or modified by subsequent permit must again be achieved. In addition, the monitoring must be conducted.

v. In the event that 50 percent or greater mortality of planted wetland or upland species in any stratum within the planted enhancement mitigation area occurs, the permittee must undertake a remediation program approved by District staff.

Planting Plan for Rayonier Tract					
Wetland Enhancement Area 3 and 3A (33.0-Acres)					
Type	Scientific Name	Common Name	Feet on Center	Size	Number of Plants
Tree	<i>Acer rubrum</i>	Red Maple	20	1 gal	2,767
	<i>Quercus laurifolia</i>	Laurel Oak			1,384
	<i>Liquidambar styraciflua</i>	Sweetgum			1,384
	<i>Nyssa sylvatica var. biflora</i>	Swamp Tupelo			1,384
<i>Subtotal</i>					6,919

Terra Pointe Tract:

(a) Preserve the entire property in perpetuity by conveying a conservation easement approved in writing by District staff.

(b) Perform annual inspection and exotic species removal/maintenance as needed. Invasive exotic species covers 1% or less in any one acre area.

(c) Perform the activities described in Exhibit B and ERP 4-109-123748-1.

(d) Implement the burn plan as outlined in Exhibit C.

(e) For the planted areas within wetland buffer enhancement area 1, the plantings must meet the following success criteria within five years after initial planting:

i. At least 75 percent of the planted individuals in each stratum have survived or desirable native recruits become established throughout the monitoring period and are showing signs of normal growth, based upon standard growth parameters such as height and base diameter, or canopy circumference.

ii. At least 80 percent cover by appropriate wetland or upland species has been obtained.

iii. Hydrologic conditions generally conform to those specified for wetlands in Chapter 62-340, F.A.C.

iv. If successful establishment has not occurred as stated above within 5 years following initial planting, then within 30 days of the termination of the monitoring period, the County shall submit to the District a narrative describing the type and causes of failure and a complete set of plans for the redesign or replacement planting of the wetland mitigation area so that the success criteria will be achieved. If an ERP is required for the activity, then the County shall apply for a permit modification. Within 30 days of District approval and, if applicable, issuance of the permit modification, the permittee must implement the redesign and/or replacement planting. Following completion of such work, success criteria as stated above or modified by subsequent permit must again be achieved. In addition, the monitoring must be conducted.

v. In the event that 50 percent or greater mortality of planted wetland or upland species in any stratum within the planted enhancement mitigation area occurs, the permittee must undertake a remediation program approved by District staff.

Planting Plan for Terra Pointe Tract					
Wetland Buffer Enhancement 1 (1.2-Acres)					
Type	Scientific Name	Common Name	Feet on Center	Size	Number of Plants
Tree	<i>Quercus virginiana</i>	Live Oak	20	1 gal	144
	<i>Aristida Stricta</i>	Wire Grass			1,597
	<i>Callicarpa americana</i>	Beautyberry			615
	<i>Sabal palmetto</i>	Cabbage palm			410
<i>Subtotal</i>					3,338

D. *Monitoring and long-term management requirements.* The County will monitor the planted areas for a total of 5 years following planting. In addition, the County shall furnish the District with an annual monitoring report for all wetland enhancement areas and upland enhancement areas for four growing seasons after establishment of this MOA unless otherwise notified by the District.

The County shall perform exotic species removal and maintenance activities and land management activities as described in this MOA.

The County will operate and maintain the site in a manner consistent with the Plans (Exhibits A and B), permit 40-109-123748-1, this MOA, and the conservation easement.

E. *Project Assessment.* Mitigation value was assessed pursuant to the UMAM in Chapter 62-345, Florida Administrative Code. The District has determined that the ROMA can provide 45.11 Total Functional Gain Units (FGUs). The final UMAM assessment is attached as Exhibit D. Because this assessment accounts for time lag and risk, all of the FGUs will be available once the County records the District-approved conservation easements. To track the use of FGUs, the County and District will maintain a list containing the project name, ERP number, FGUs used, and date used, until all FGUs have been used.

F. *Completion of the mitigation work.* The County is responsible for all work at the ROMA.

G. *Geographic area where the project may be used.* The FGUs from the ROMA may be used as mitigation for ERPs issued for County projects proposing impacts to forested freshwater wetlands in the District's Basin 9, which is where the ROMA is located.

- H. *Cost accounting, annual review and adjustment.* Because the County will be using the ROMA only for County projects and will not be collecting funds from others to implement the ROMA, and because an MOA is not required for this type of ROMA, the District has determined that a procedure for full cost accounting is not needed in this case.
- I. *Land Acquisition.* The County owns the property and does not need to acquire any lands for the ROMA.
- J. *Preservation of the site.* The County will convey conservation easements to the District, as explained above.
- K. *Funds.* Because the County will not collect moneys from others to implement the ROMA, the District has concluded that a procedure to track funds is not needed in this case.
- L. *Termination.* If the District determines that the County is not in material compliance with the terms and conditions of this MOA, it shall provide the County with written notice of its material non-compliance and give the County ninety (90) calendar days, or another time period mutually agreed upon in writing, to correct the non-compliance. During the time period provided for correcting the non-compliance, the County may not use FGUs as mitigation for newly issued ERPs from the District.

If the County does not correct the material non-compliance within the stated timeframe, the District may terminate use of the remaining FGUs for future ERPs from the District.

If the District determines that the material non-compliance diminishes the value of FGUs already used from the ROMA, then the District shall provide the County with written notice of this determination. The District shall give the County ninety (90) calendar days, or another time period mutually agreed upon in writing, to correct the non-compliance or submit for District approval alternative mitigation for any permits that were not fully mitigated within the ROMA.

The County is obligated to manage the lands in accordance with the Plan, the conservation easement, and this MOA, regardless of whether FGUs have been used or terminated.

Section 4. Notices.

All notices required by this MOA shall be in writing and shall be sent by registered or certified mail, return receipt requested, as follows:

To the District: St. Johns River Water Management District
 P.O. Box 1429

Palatka, FL 32178
Attention: David Jeff

To the County: St. Johns County
St. Johns County Environmental Division
4040 Lewis Speedway
St. Augustine, FL 32084
Attention: Ryan Mauch

Each party may unilaterally change the person to whom notices are sent by notifying the other party in writing.

Section 5. Effective Date and Term.

This MOA shall become effective upon the date the last party signs the agreement. This MOA shall remain in effect in perpetuity, unless both parties amend or terminate the MOA.

Section 6. Amendments.

This MOA, including its exhibits, may be amended in writing by the District and County.

Section 7. Severance Clause.

The invalidity of one or more of the phrases, sentences, clauses, or articles contained in the MOA shall not affect the validity of the remainder of this MOA, provided that the material purposes of this MOA can be determined and effectuated.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed.

Approved as to Form and Legality
District Office of General Counsel

By: _____

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to Form and Legality
St. Johns County Office of General Counsel

By: _____

ST. JOHNS COUNTY

By: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A

Approved Construction Plans

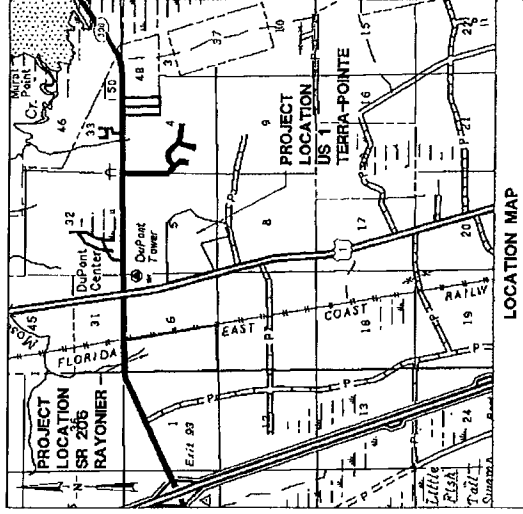
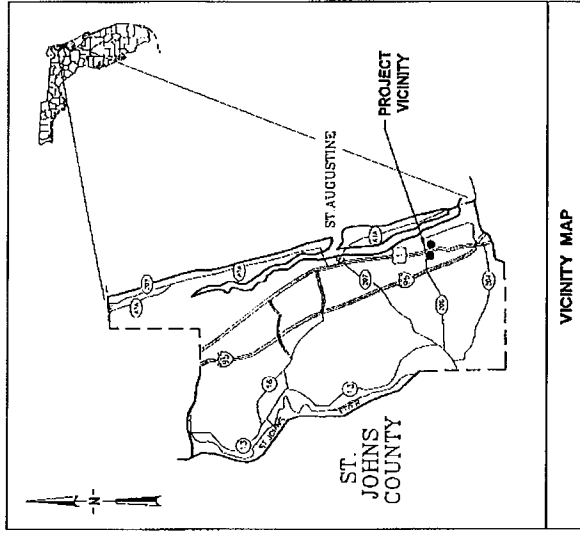
Permit No. 40-109-123748-1

BASIN 9

REGIONAL OFF-SITE MITIGATION AREA

SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS

ST JOHNS COUNTY, FLORIDA



PREPARED BY:



PROJECT No: 19270-038-01

DECEMBER 2009

MATTHEW C. HERRMANN
FL P.E. # 57146



AERIAL SOURCE: 2009 SIRMAD AERIAL IMAGERY.

DATE	BY	APP'D	REVISION

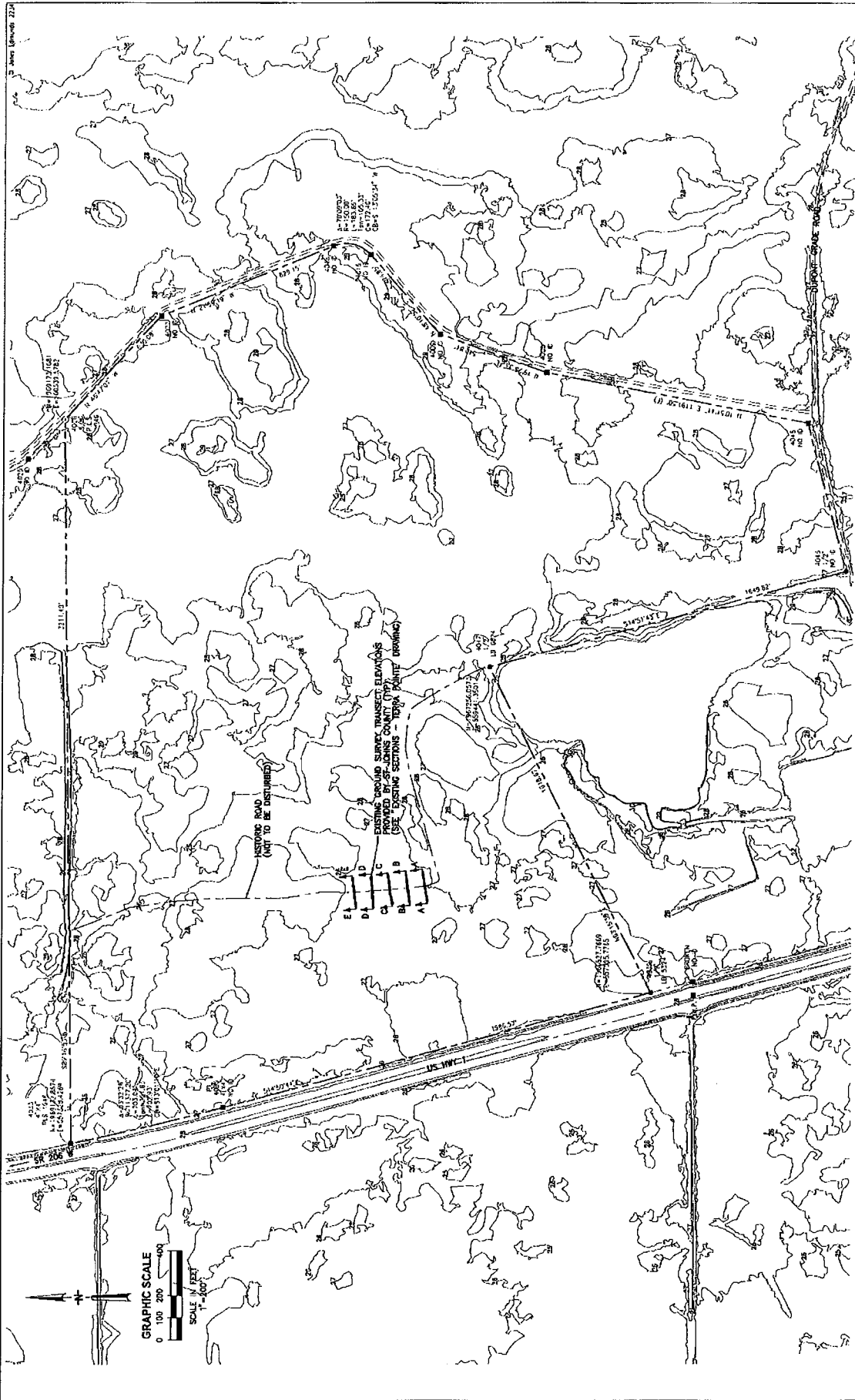
JONES EDMUNDS
 770 NE WALDEN BOULEVARD, SUITE 100, GAITHERSBURG, MD 20878-3772

**BASIN 9 REGIONAL OFF-SITE MITIGATION AREA
 SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS
 ST. JOHNS COUNTY, FLORIDA**

KEY MAP

PROJECT OR REVISION / SHEET	DATE	PROJECT NO.
PROJECTED BY MATTHEW C. HUBBARD	DEC 2009	19270-035-01
DRAWN BY P.E. J. EDWARDS	SCALE AS NOTED	DWG. NO. C1

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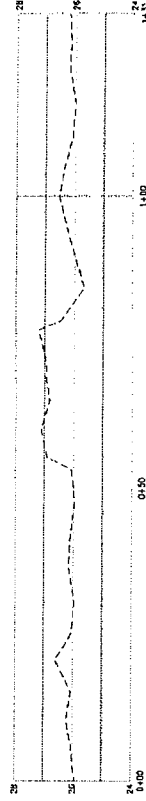
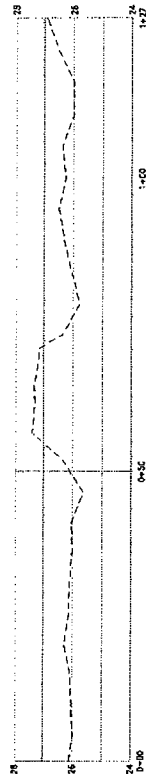
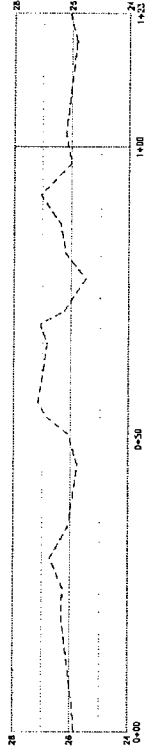
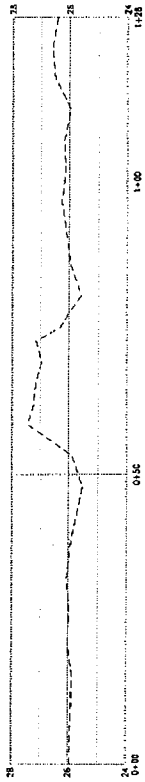
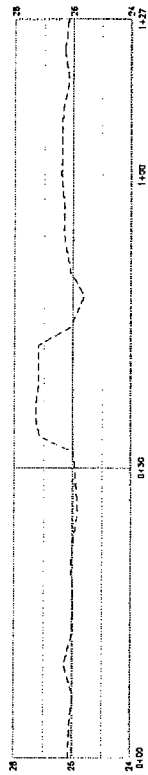
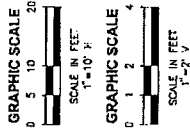


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PROJECT NO.	19270-038-01
DATE	DEC 2009
SCALE	AS NOTED
APPROVED BY	MATTHEW C. HERRMANN
PROJECT NO.	C3
PROJECT NAME	EXISTING CONDITIONS - US 1 TERRA POINTE
PROJECT AREA	BASIN 9 REGIONAL OFF-SITE MITIGATION AREA SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS ST. JOHNS COUNTY, FLORIDA
DESIGNED BY	
CHECKED BY	
DATE	

JONES EDMUNDS
210 NEWLAND ROAD, SUITE 100, GAITHERSBURG, MD 20878-1101 (301) 951-1100



REV.	DATE	BY	APP'D.	REVISIONS

ISSUED	SUB.



BASIN 9 REGIONAL OFF-SITE MITIGATION AREA
SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS
ST. JOHNS COUNTY, FLORIDA

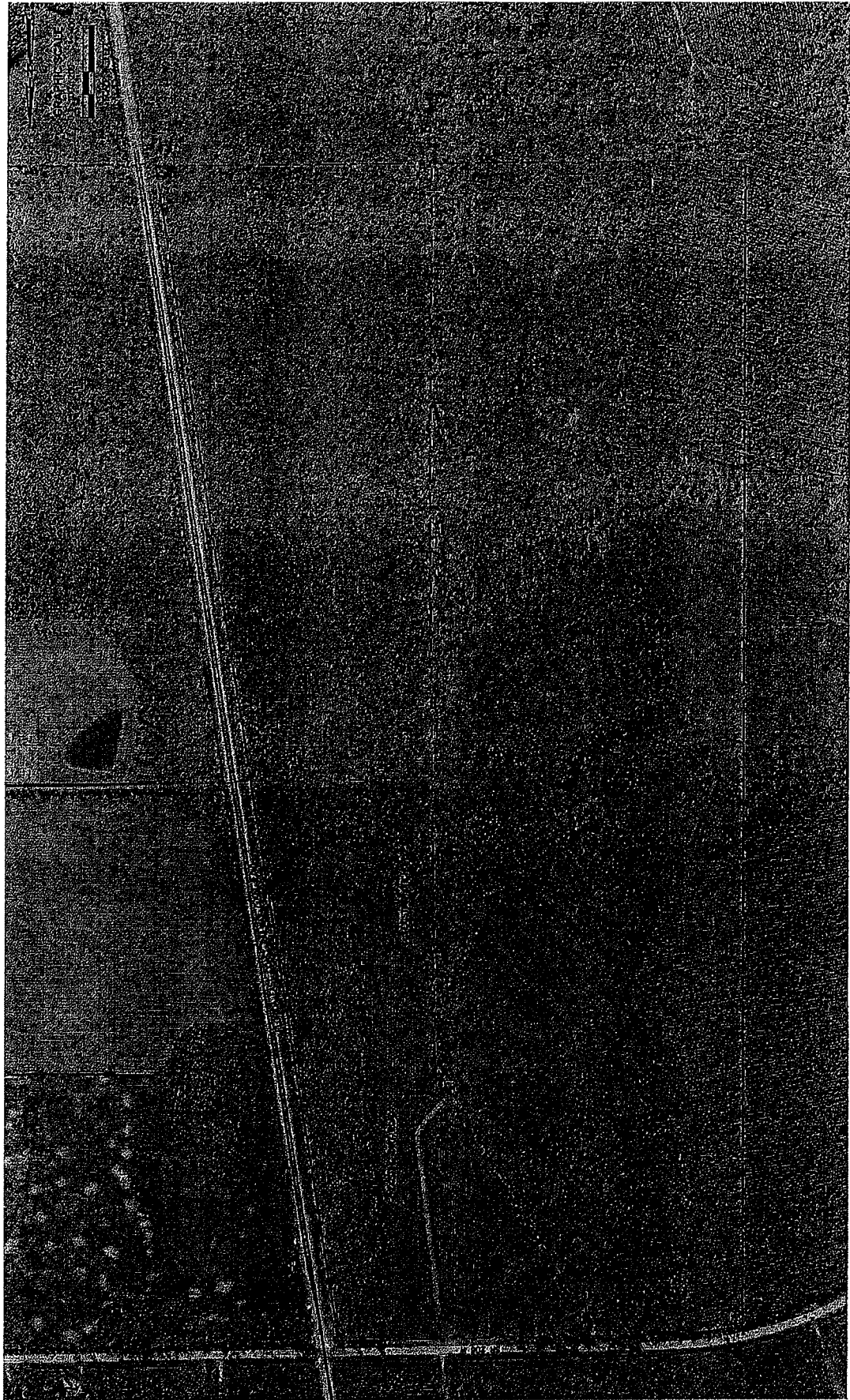
EXISTING SECTIONS - TERRA POINTE

DATE	PROJECT NO.
DEC 2009	19270-038-01
SCALE	SHEET NO.
AS NOTED	CV

DATE	BY	APP'D.	REVISIONS

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9/15/10 12:49pm jalen



AERIAL SOURCE: 2009 SURVIVOR AERIAL IMAGERY.

DATE	BY	REVISIONS

DESIGNED BY: JCH
 CHECKED BY: JCH
 DRAWN BY: JCH
 DATE: 08/11/10



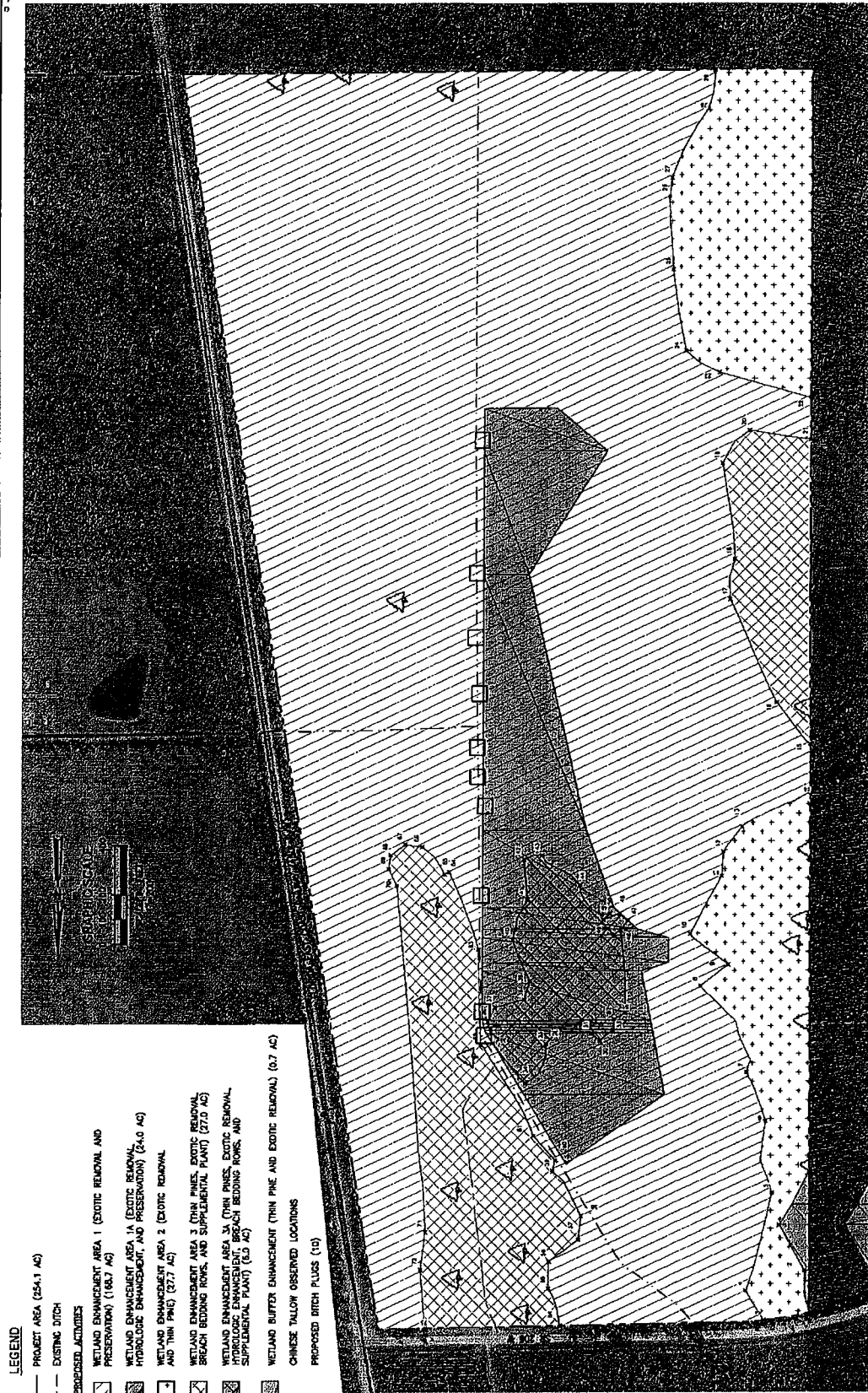
BASIN 9 REGIONAL OFF-SITE MITIGATION AREA
SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS
ST JOHN'S COUNTY, FLORIDA

SR 206 RAYONIER AERIAL MAP

DESIGNED BY: MATTHEW C. HERDMANN
 DATE: DEC 2009
 SCALE: AS NOTED

PROJECT NO.: 19270-03B-01
 SHEET NO.: 05
 OF: 05

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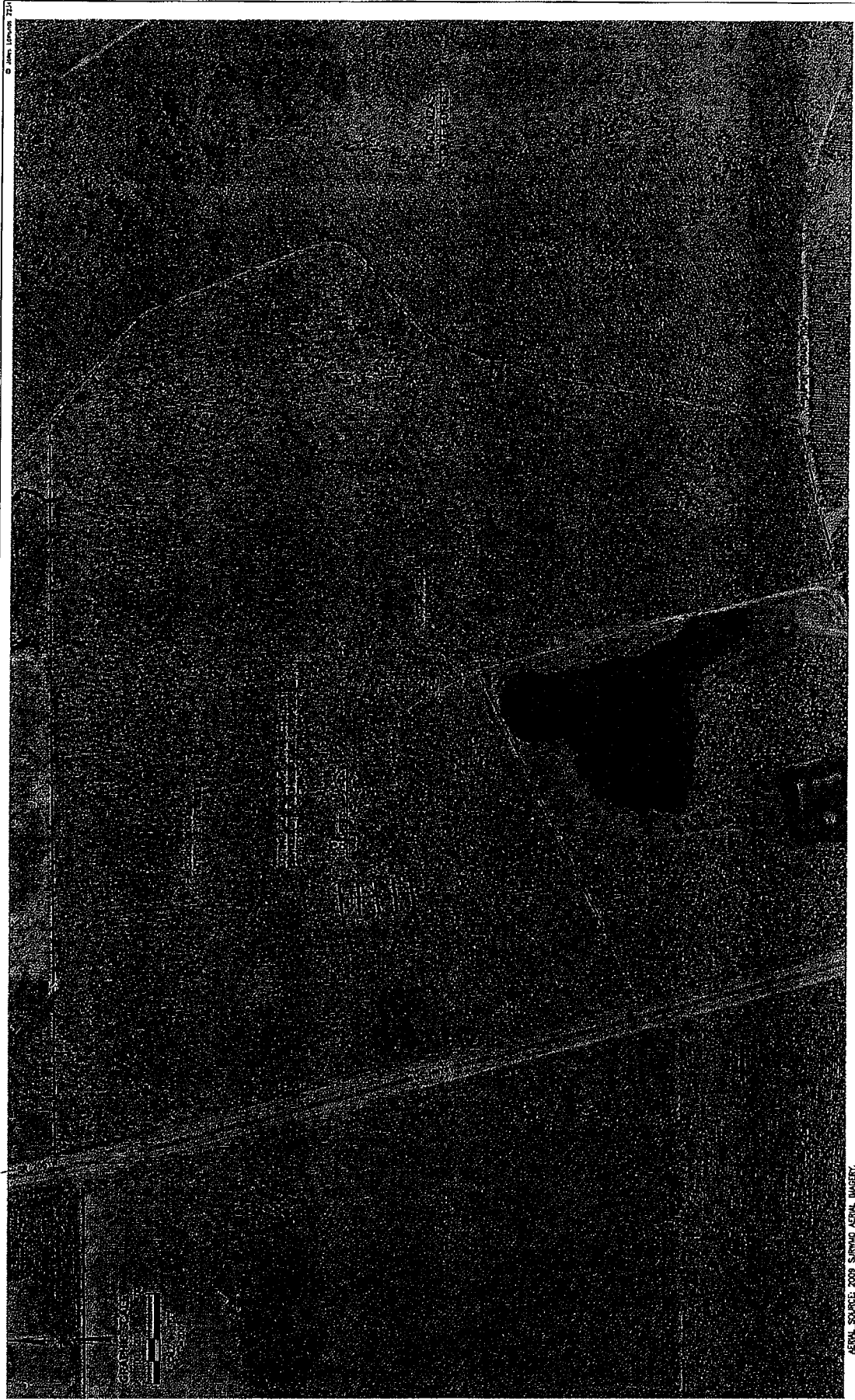


LEGEND

- EXISTING DITCH
- PROPOSED DITCH
- PROPOSED ACTIVITIES**
- [Diagonal lines] PROJECT AREA (254.1 AC)
- [Cross-hatch] WETLAND ENHANCEMENT AREA 1 (EXOTIC REMOVAL AND PRESERVATION) (184.7 AC)
- [Stippled] WETLAND ENHANCEMENT AREA 1A (EXOTIC REMOVAL, HYDROLOGIC ENHANCEMENT, AND PRESERVATION) (24.0 AC)
- [Dotted] WETLAND ENHANCEMENT AREA 2 (EXOTIC REMOVAL AND THIN PINE) (37.7 AC)
- [Vertical lines] WETLAND ENHANCEMENT AREA 3 (THIN PINE, EXOTIC REMOVAL, BEACH BEDDING ROWS, AND SUPPLEMENTAL PLANT) (27.0 AC)
- [Horizontal lines] WETLAND ENHANCEMENT AREA 3A (THIN PINES, EXOTIC REMOVAL, HYDROLOGIC ENHANCEMENT, BEACH BEDDING ROWS, AND SUPPLEMENTAL PLANT) (6.7 AC)
- [Wavy lines] WETLAND BUFFER ENHANCEMENT (THIN PINE AND EXOTIC REMOVAL) (0.7 AC)
- [Triangle symbol] CHINESE TALLOW OBSERVED LOCATIONS
- [Square symbol] PROPOSED DITCH PLUGS (10)

		BASIN 9 REGIONAL OFF-SITE MITIGATION AREA SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS ST. JOHNS COUNTY, FLORIDA		CERTIFICATE OF ANTICIPATORY FILING APPROVED BY _____ DATE _____ SCALE AS NOTED SHEET NO. 06 PROJECT NO. 19270-100-01	
PREPARED BY: BRUNN CHECKED BY: BRUNN DATE: 01/26/15	DESIGNED BY: BRUNN CHECKED BY: BRUNN DATE: 01/26/15	DRAWN BY: BRUNN CHECKED BY: BRUNN DATE: 01/26/15	PROJECT NO.: 19270-100-01 SHEET NO.: 06	DATE: JAN 2015 SCALE: AS NOTED SHEET NO.: 06	PROJECT NO.: 19270-100-01 SHEET NO.: 06

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© 2009, TerraPointe, Inc.

AERIAL SOURCE 2009 S/RVAD AERIAL IMAGERY.

DATE	BY	REVISIONS

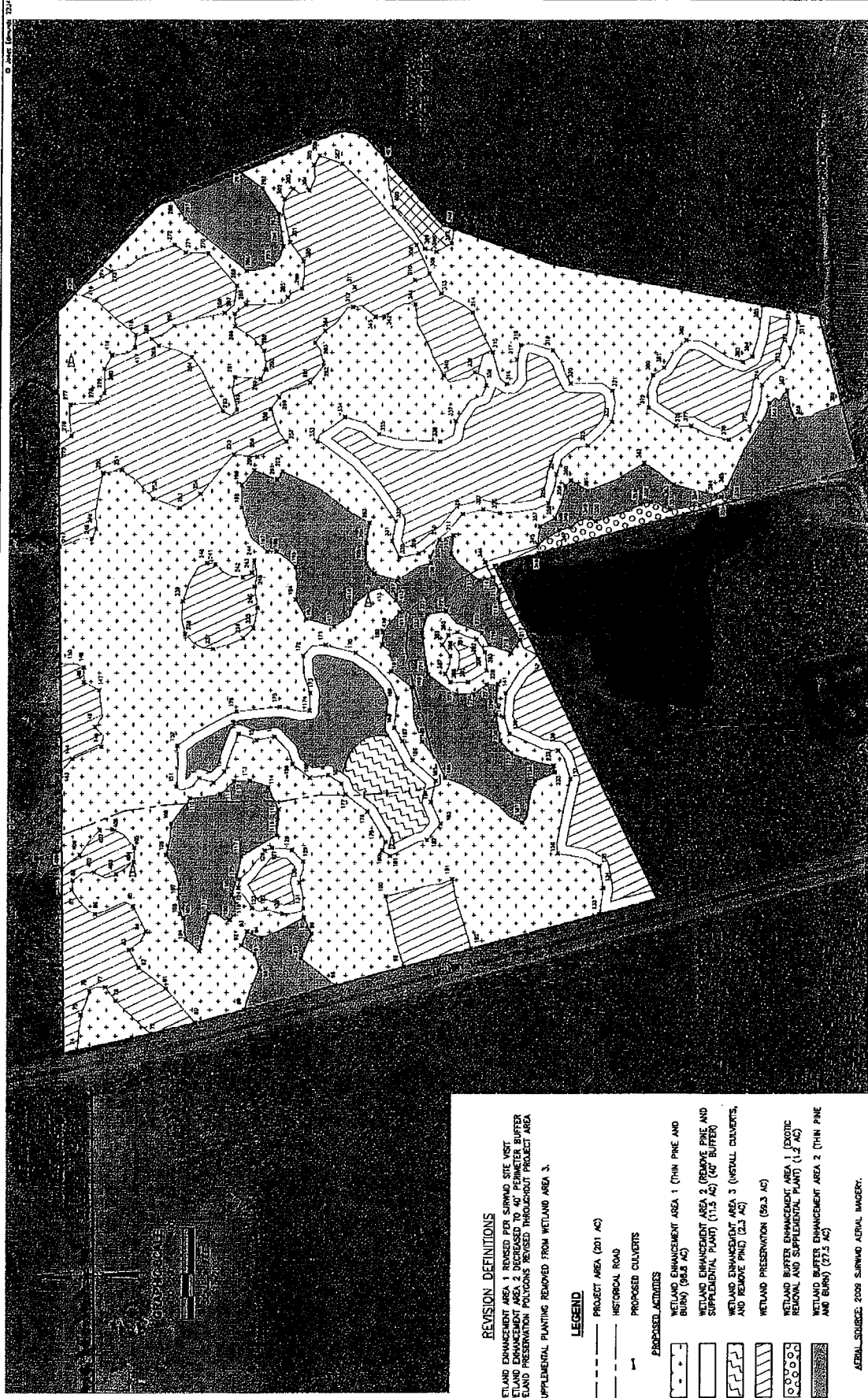
JONES EDMUNDS
720 N. WILSON ROAD, SUITE 1000, GAITHERSBURG, MD 20878

**BASIN 9 REGIONAL OFF-SITE MITIGATION AREA
 SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS
 ST. JOHNS COUNTY, FLORIDA**

US 1 TERRA POINTE AERIAL MAP

DATE	PROJECT NO.
DEC 2009	19770-025-01
SCALE	SHEET NO.
AS NOTED	OF 07
DRAWN BY	
MATTHEW C. HERRMANN	
P.E. # 57428	

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REVISION DEFINITIONS

- 1. WETLAND ENHANCEMENT AREA 1 REVISED PER SURVIV SITE VISIT
- 2. WETLAND ENHANCEMENT AREA 2 DECREASED TO 40' PERIMETER BUFFER
- 3. WETLAND PRESERVATION POLYGONS REVISED THROUGHOUT PROJECT AREA
- 4. SUPPLEMENTAL PLANTING REMOVED FROM WETLAND AREA 3.

LEGEND

- PROJECT AREA (201 AC)
- HISTORICAL ROAD
- PROPOSED CULVERTS
- PROPOSED ACTIVITIES
 - WETLAND ENHANCEMENT AREA 1 (THIN PINE AND BURN) (98.8 AC)
 - WETLAND ENHANCEMENT AREA 2 (REMOVE PINE AND SUPPLEMENTAL PLANT) (11.5 AC) (40' BUFFER)
 - WETLAND ENHANCEMENT AREA 3 (INSTALL CULVERTS AND REMOVE PINE) (23 AC)
 - WETLAND PRESERVATION (59.3 AC)
 - WETLAND BUFFER ENHANCEMENT AREA 1 (EXOTIC REMOVAL AND SUPPLEMENTAL PLANT) (1.2 AC)
 - WETLAND BUFFER ENHANCEMENT AREA 2 (THIN PINE AND BURN) (27.5 AC)

AERIAL SOURCE: 2009 SURVIV AERIAL IMAGER.

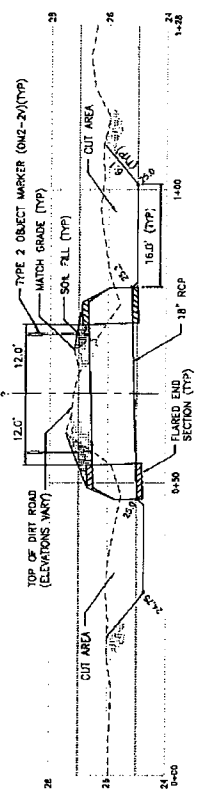
NO.	DATE	BY	DESCRIPTION



BASIN 9 REGIONAL OFF-SITE MITIGATION AREA
SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS
ST. JOHNS COUNTY, FLORIDA

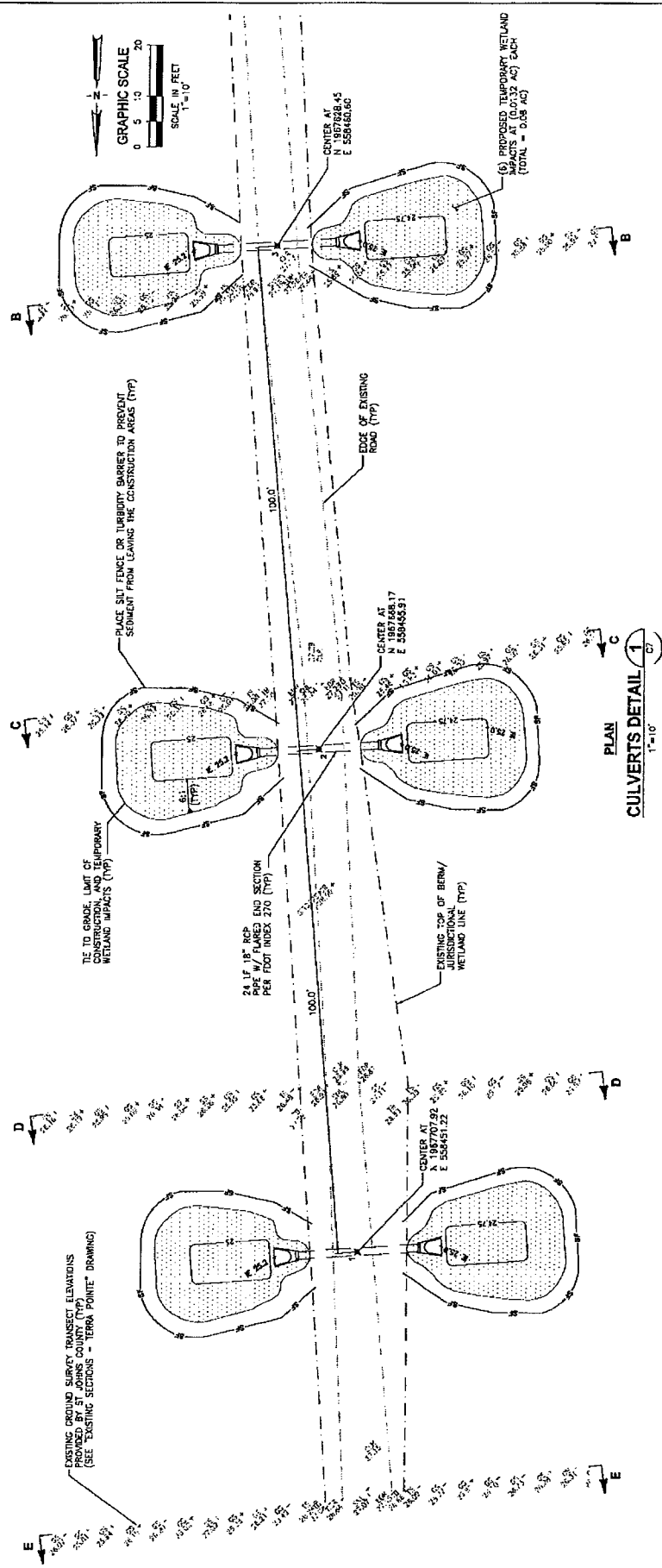
TERRA POINTE MITIGATION ACTIVITY
PLAN

APPROVED BY	DATE	PROJECT NO.
MATTHEW C. HERRMANN	DEC 2009	19270-038-01
P.E. # 57145	SCALE	DWG. NO.
	AS NOTED	CB



NOTE
 CONSTRUCT CULVERTS UTILIZING AN OPEN CUT PER FOOT STANDARD INDEX 307 "FLEXIBLE PAVEMENT CUT" IN LIEU OF ASPHALT. PLACE 8" OF LIMEROCK (LBR 100) MATERIALS AS THE WEARING COURSE.

TYPICAL ROAD SECTION
 NIS



PLAN
CULVERTS DETAIL 1 (C1)
 1"=10'

LAST SYNC: 12/28/2009 3:19 PM PJP/STLL	<p>DATE: DEC 2009</p> <p>PROJECT NO: 19270-038-01</p> <p>SCALE: AS NOTED</p> <p>DATE: AS NOTED</p> <p>SYNCH: 48</p> <p>DATE: 03</p>
<p>DESIGNED BY: J.E.B.</p> <p>DRAWN BY: P.E.U.</p> <p>CHECKED BY: J.C.H.</p> <p>APPROVED BY: [Signature]</p>	<p>CERTIFICATE OF UNDERSTANDING: F.M.I.</p> <p>APPROVED BY: MATTHEW C. HERRMANN</p> <p>P.E. 37146</p>
<p>ST. JOHNS COUNTY</p> <p>SR 206 RAYMOND AND US 1 TERRA POINTE TRACTS</p> <p>ST. JOHNS COUNTY, FLORIDA</p>	<p>DETAIL AND SECTION</p>
<p>JONES EDMUNDS</p> <p>230 N. HURON ROAD, SUITE 100, LAKELAND, FLORIDA 33801</p>	

DETAILED PLANTING SCHEDULE FOR TERRA POINTE TRACT

WETLAND ENHANCEMENT AREA 2 (11.5 ACRES) <41			
SCIENTIFIC NAME	COMMON NAME	SIZE (FT ON CENTER)	No. OF PLANTS
<i>Taxodium ascendens</i>	POND CYPRESS	1 GALLON	864
<i>Nyssa sylvatica</i> var. <i>biliana</i>	SWAMP TUPELO	20	413
TOTAL			1,277
WETLAND BUFFER ENHANCEMENT AREA 1 (1.2 ACRES)			
SCIENTIFIC NAME	COMMON NAME	SIZE (FT ON CENTER)	No. OF PLANTS
<i>Quercus virginiana</i>	WHITE OAK	1 GALLON	144
<i>Asplenium platyneuron</i>	WIRE GRASS	2" LINER	5
<i>Colocasia americana</i>	BEAUTYBERRY	1 GALLON	1,997
TOTAL			3,338

DETAILED PLANTING SCHEDULE FOR RAYONIER TRACT

WETLAND ENHANCEMENT AREA 3 (33.0 ACRES)			
SCIENTIFIC NAME	COMMON NAME	SIZE (FT ON CENTER)	No. OF PLANTS
<i>Acer rubrum</i>	RED MAPLE	20	2,787
<i>Quercus laurifolia</i>	LAUREL OAK	20	1,384
<i>Liquidambar styraciflua</i>	SWAMP TUPELO	20	1,384
<i>Nyssa sylvatica</i> var. <i>biliana</i>	SWAMP TUPELO	20	1,384
TOTAL			6,939

PLANTING NOTES

1. PLANTING QUANTITIES INCLUDE A 10% INCREASE FOR POTENTIAL MORTALITY.
2. PLANT MATERIAL SHALL BE DISTRIBUTED EVENLY OVER PLANTING AREA AT SPACING SPECIFIED IN THE PLANTING SCHEDULES.
3. ALL PLANT MATERIAL SHALL BE CONTAINER GROWN FLORIDA #1 OR BETTER AS OUTLINED BY GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
4. SUBSTITUTIONS TO PLANTING SCHEDULES CAN BE MADE BY PROJECT SCIENTIST BASED ON PLANT AVAILABILITY AND FINAL SITE CHARACTERISTICS.
5. PLANTING CONTRACTOR SHALL PROVIDE DOCUMENTATION TO ST. JOHNS COUNTY PROJECT MANAGER AND PROJECT SCIENTIST THAT IRRIGATION SITES AT RAYONIER AND TERRA POINTE SITES WERE PLANTED ACCORDING TO DESIGN SPECIFICATIONS (SPECIES, QUANTITY, AND SIZE).
6. PROJECT CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY IMPACTS TO PLANTED VEGETATION WITHIN THE IRRIGATION SITES AS A RESULT OF CONSTRUCTION RELATED ACTIVITIES.
7. ALL INSTALLED PLANT MATERIAL SHALL COME WITH A 90-DAY WARRANTY AND ANY PLANT MATERIAL THAT DIES WITHIN THIS 90-DAY PERIOD SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.



BASIN 9 REGIONAL OFF-SITE MITIGATION AREA
SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS
ST. JOHNS COUNTY, FLORIDA

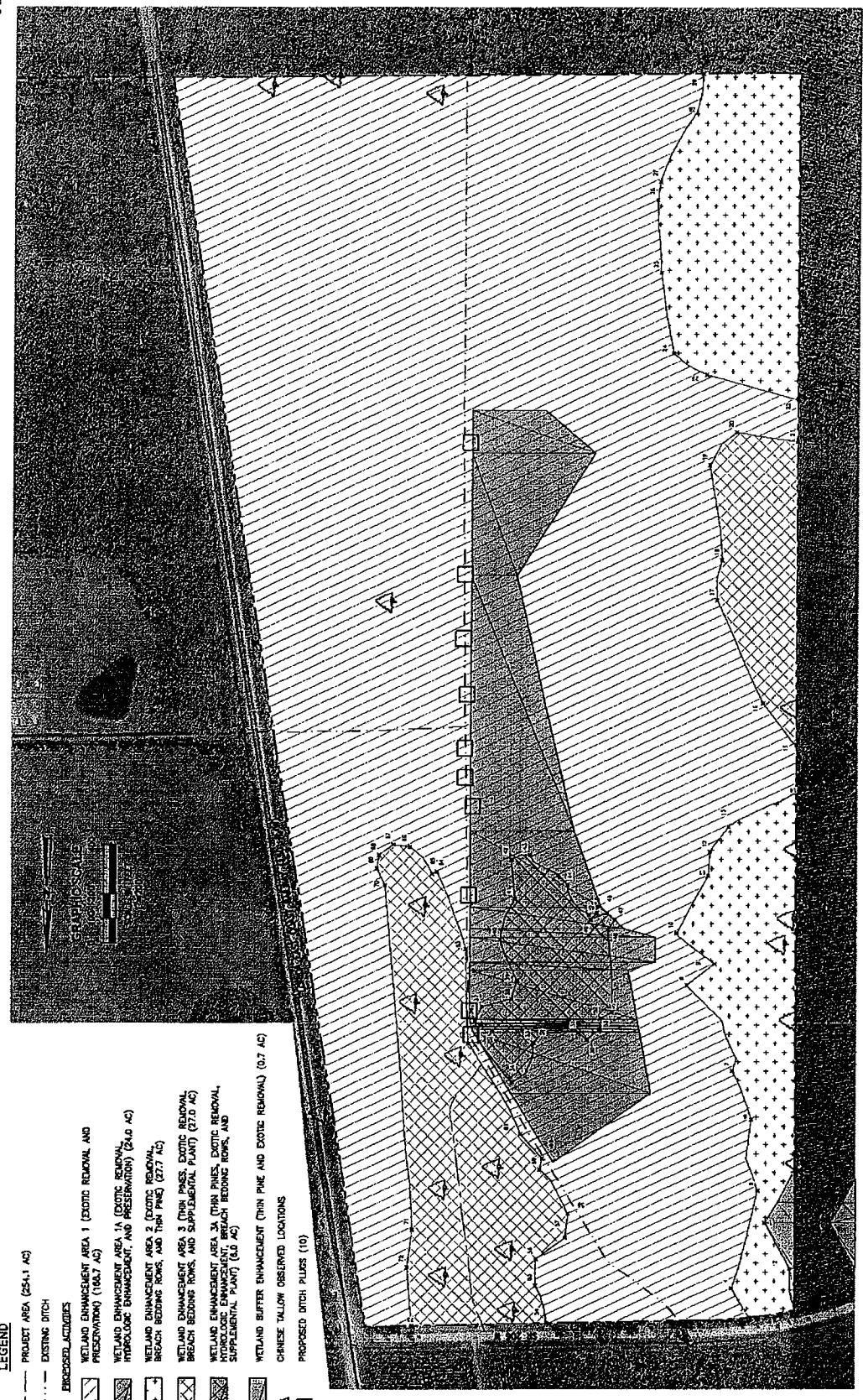
PLANTING SCHEDULE AND NOTES

DATE	PROJECT NO.
DEC 2008	19270-038-01
SCALE	AS NOTED
DESIGNED BY	PROJECT MANAGER
MATTHEW C. HERRMANN	C.T.O.
P.L. # 57148	

Exhibit B
Revised and Supplemental Drawings

C:\ecad\lmp\k2\subs_5648\19270100-p01-dwg

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- LEGEND**
- PROJECT AREA (254.1 AC)
 - EXISTING DITCH
 - PROPOSED DITCH
 - ENHANCED ACTIVITIES**
 - WETLAND ENHANCEMENT AREA 1 (EXOTIC REMOVAL AND PRESERVATION) (168.7 AC)
 - WETLAND ENHANCEMENT AREA 1A (EXOTIC REMOVAL, HYDROLOGIC ENHANCEMENT, AND PRESERVATION) (24.0 AC)
 - WETLAND ENHANCEMENT AREA 2 (EXOTIC REMOVAL, BREACH BEDDING ROWS, AND THIN PINES) (27.7 AC)
 - WETLAND ENHANCEMENT AREA 3 (THIN PINES, EXOTIC REMOVAL, BREACH BEDDING ROWS, AND SUPPLEMENTAL PLANT) (27.0 AC)
 - WETLAND ENHANCEMENT AREA 3A (THIN PINES, EXOTIC REMOVAL, HYDROLOGIC ENHANCEMENT, BREACH BEDDING ROWS, AND SUPPLEMENTAL PLANT) (8.0 AC)
 - WETLAND BUFFER ENHANCEMENT (THIN PINE AND EXOTIC REMOVAL) (0.7 AC)
 - CHINESE YELLOW OBSERVED LOCATIONS
 - PROPOSED DITCH PILLARS (10)

Plotted: 2/17/15 4:30pm gduck

LAST SAVE: 2/17/2015 4:49 PM GDUCK

AERIAL SOURCE: 2009 SURMAD AERIAL IMAGERY.

DATE	BY	APP'D	REVISION
07/13	AK		ISSUE FOR PERMITS
06/03	AK		ISSUE FOR PERMITS
05/01	AK		ISSUE FOR PERMITS



**BASIN 9 REGIONAL OFF-SITE MITIGATION AREA
SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS
ST. JOHNS COUNTY, FLORIDA**

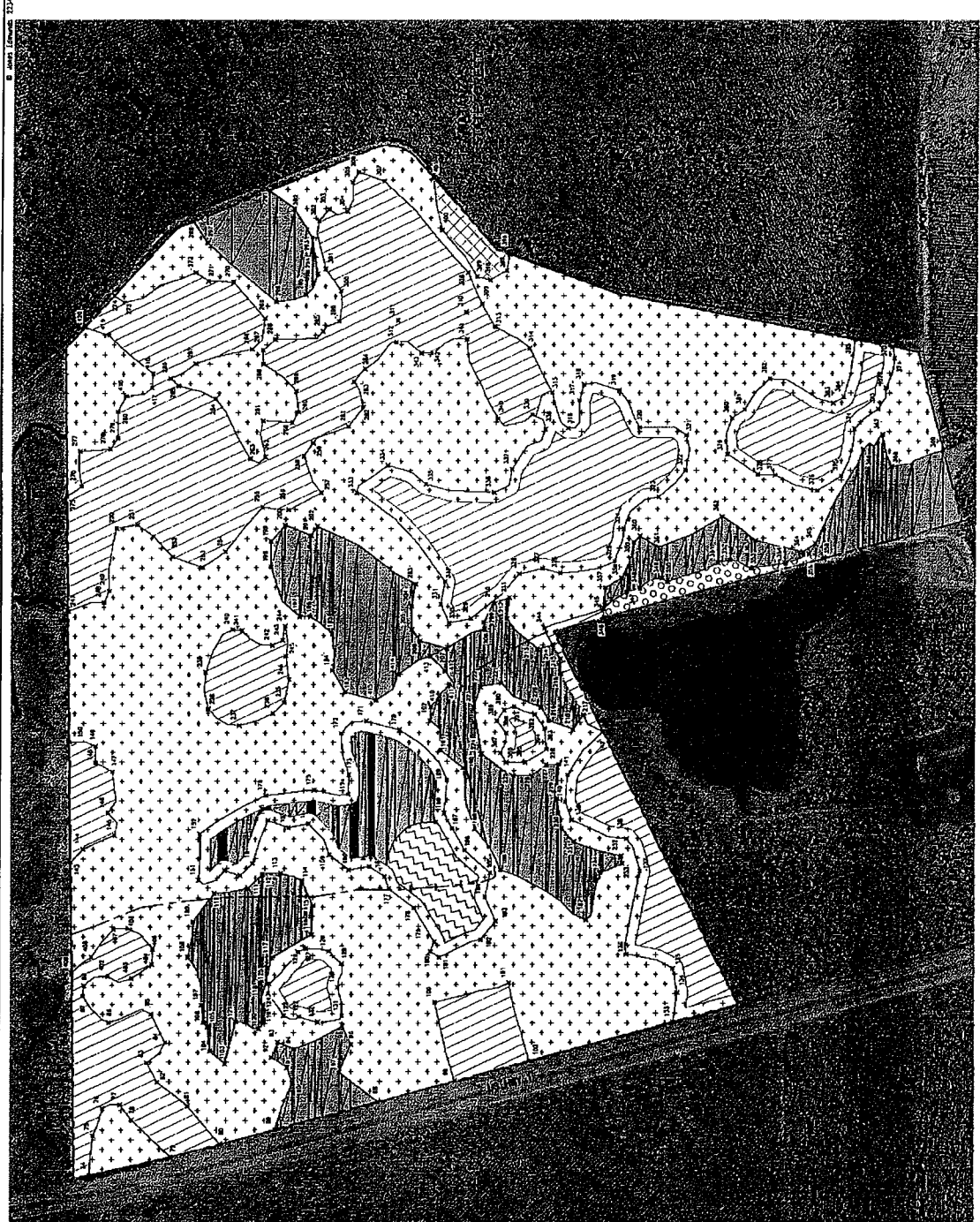
RAYONIER MITIGATION ACTIVITY PLAN

DATE OF PREPARATION: FEB 17, 2015
PROJECT NO. 19270-100-01

DATE	PROJECT NO.
JAN 20 15	19270-100-01
SCALE	SHEET NO.
AS NOTED	06

P. 1 -

\\19270-St. Johns County\100_031208_Wetland Services\Figures\19270100-08.dwg



REVISION DEFINITIONS

WETLAND ENHANCEMENT AREA 1 BRUSHED PER SPRING SITE LIST
 WETLAND ENHANCEMENT AREA 2 DECREASED TO 40' PERIMETER BUFFER
 WETLAND PRESERVATION POLYONS REVISED THROUGHOUT PROJECT AREA
 SUPPLEMENTAL PLANTING REMOVED FROM WETLAND AREA 3.

LEGEND

- PROJECT AREA (201 AC)
- HISTORICAL ROAD
- - - PROPOSED CULVERTS
- PROPOSED ACTIVITIES
- + + + WETLAND ENHANCEMENT AREA 1 (THIN PINE AND BURN) (116.3 AC)
- WETLAND ENHANCEMENT AREA 2 (INSTALL CULVERTS, AND REMOVE PINE) (2.3 AC)
- WETLAND PRESERVATION (59.3 AC)
- WETLAND BUFFER ENHANCEMENT AREA 1 (EXOTIC REMOVAL AND SUPPLEMENTAL PLANT) (1.2 AC)
- WETLAND BUFFER ENHANCEMENT AREA 2 (THIN PINE AND BURN) (27.9 AC)

AERIAL SOURCE: 2009 SPRING AERIAL IMAGERY.

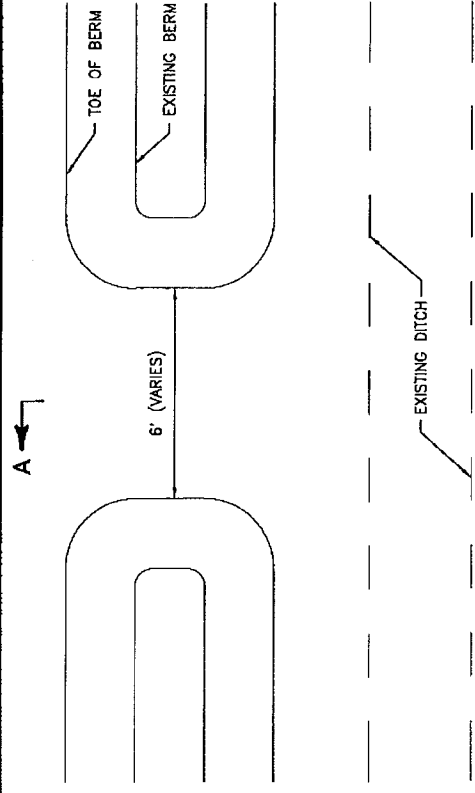
DATE	BY	DESCRIPTION

JONES EDMUNDS
 775 W. WILCOX ROAD, CANTONMENT, FLORIDA 32011-1717, USA

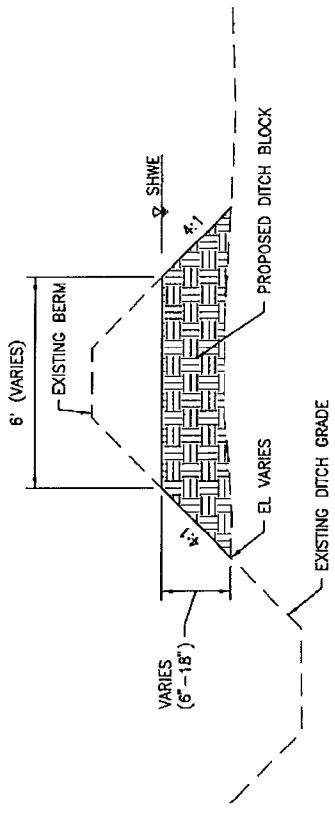
**BASIN 9 REGIONAL OFF-SITE MITIGATION AREA
 SR 206 RAYONIER AND US 1 TERRA POINTE TRACTS
 ST. JOHNS COUNTY, FLORIDA**

**TERRA POINTE MITIGATION ACTIVITY
 PLAN**

CERTIFICATE OF APPROVAL/ISSUE NUMBER	
DATE	JAN 2015
PROJECT NO.	19270-100-01
SCALE	AS NOTED
DWG. NO.	08



PLAN
NTS



SECTION A-A
NTS

EXHIBIT F
PROPOSED TYPICAL DITCH BLOCKS
BASIN 9 ROMA
ST. JOHNS COUNTY, FLORIDA



Exhibit C
Basin 9 ROMA Burn Plan

BASIN 9 ROMA FIRE MANAGEMENT PLAN

The Basin 9 Regional Offsite Mitigation Area (ROMA) Fire Management Plan (FMP) serves as a working tool and informational document on fire management activities for the County, the Florida Forest Service (FFS), and the Florida Department of Agriculture and Consumer Services. The purpose of fire management in the Basin 9 ROMA is to restore, maintain, and protect native ecosystems, natural communities, ecotones, and their associated ecological processes.

1 FIRE HISTORY

Historically, the primary causal agents for fire in the Eastern Flatwoods of Florida were lightning strikes and Native American Indians. These fires were frequent low-intensity fires which occurred primarily in the early growing season (May through June). The fire history of these sites is not known but there is evidence of fire in the cypress domes at both sites. Fuel loads (duff and shrub material) at the Terra Pointe site are excessive and will be a factor in prescribed fire implementation. The initial goal will be to reduce fuel loads with subsequent burns intended to mimic historic fire regimes by conducting prescribed fires during the early growing season.

2 PRESCRIBED FIRE

Prescribed fires are carried out to meet clearly stated measurable management objectives, including but not limited to hazard removal, ecological process restoration, seed bed preparation, disease control, wildlife management, and access improvement. In cooperation with FFS personnel, County staff will develop a document titled 'Prescribed Burning Plans for the Basin 9 ROMA,' that identifies management objectives, areas scheduled to be burned, acceptable weather parameters, and other pertinent fire information to be used for the coming year. The Prescribed Burning Plan for the Basin 9 ROMA will be developed to mimic the natural fire regime and to fulfill the fire management purposes of restoring, maintaining, and protecting native ecosystems, natural communities, ecotones, and their ecological processes. This will be achieved by conducting controlled burns on a 3 to 5 year rotation. However, if prescribed fire is not feasible in certain areas due to factors beyond the County's control, the County will implement other vegetation management activities such as roller chopping to mimic the effects of fire (i.e., shrub and tree suppression).

Based on the annual Prescribed Burning Plan, individual fires will be conducted based on a burn plan (prescription) that will contain, at a minimum, what is required by Section 51-2.006, Florida Administrative Code (FAC). Before each prescribed burn, County staff will make a courtesy call to the Division of Historical Resources, St. Johns River Water Management District (SJRWMD), and other appropriate agencies.

3 ENVIRONMENTALLY SENSITIVE AREAS

Using heavy equipment in the on-site wetlands will be avoided. All loading, unloading, and staging of equipment, vehicles, and crews will be conducted on existing roads and/or firebreaks.

4 FIREBREAKS AND FIRE LINES

Permanent firebreaks are natural barriers and existing roads and trails. Systems of approximately 8- to 12-foot-wide permanent firebreaks will be established and maintained around and within the boundaries of the Basin 9 ROMA to guard against fires escaping. These firebreaks will be unplanted portions of roads and ditches that are removed or backfilled as part of the proposed mitigation sites.

All permanent firebreaks and fire lines will meet the established Best Management Practices (BMPs). Emphasis is placed on using permanent firebreaks, water, and foam during prescribed burning and wildfire suppression on the Basin 9 ROMA properties when conditions allow. Plowed and/or bulldozed lines will be used only to prevent imminent and possibly extensive damage to life, property, or resources, including threats to firefighters. These plowed and bulldozed fire lines will be rehabilitated and BMPs will be implemented as soon as practical after the fires are suppressed.

Exhibit D

UMAM Functional Gain Summary Table

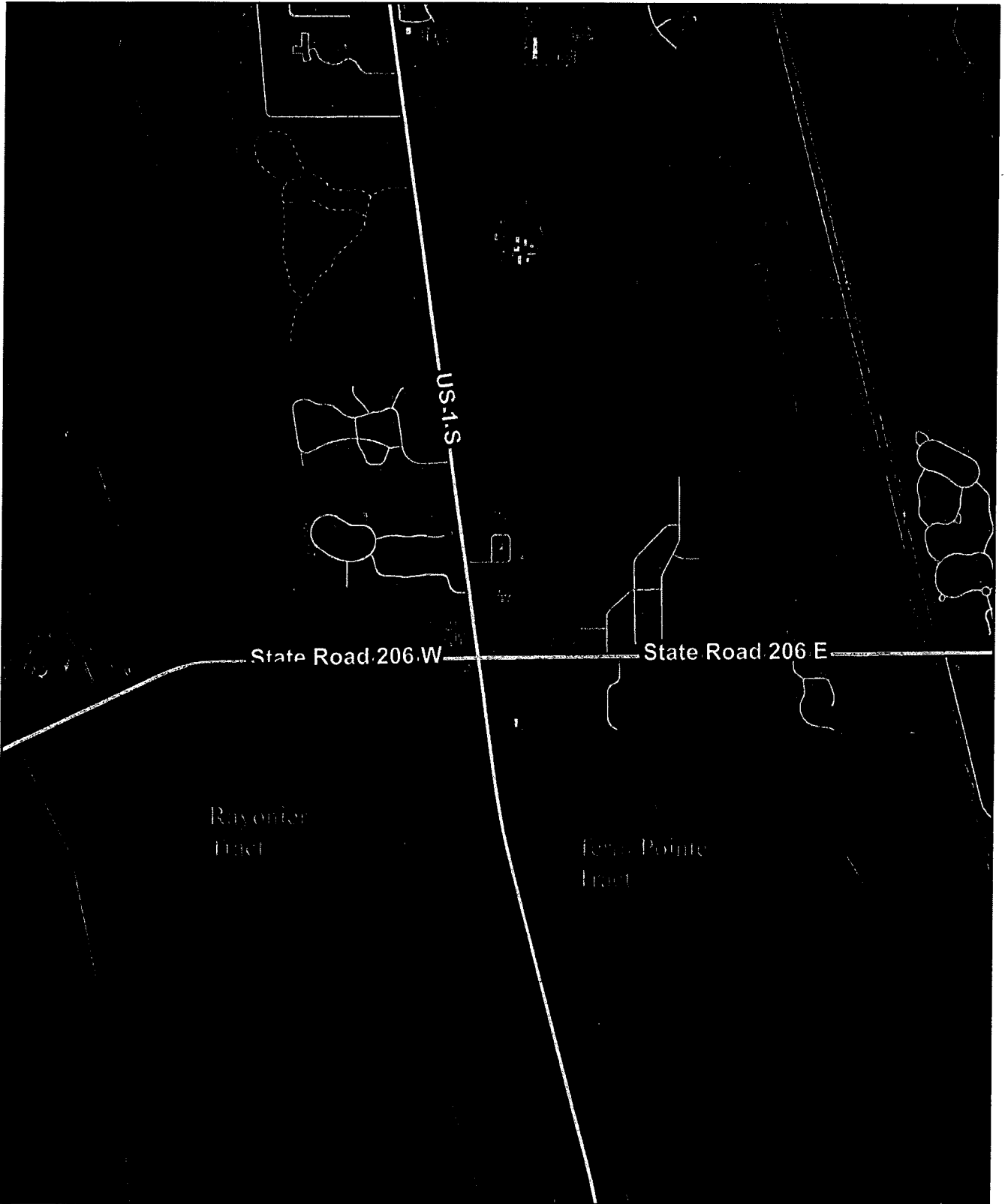
Uniform Mitigation Assessment Method Summary


Site/Project Name: Basin 9 ROMA	Date: January 21, 2015
Application Number: 0	

Mitigation Summary

Assessment Area	Mitigation Type	Location and Landscape Support		Water Environment		Community Structure		Mitigation Delta	Time Lag	Risk	PAF	RFG	Acres	Functional Gain
		Current or w/o Mit	w/Mit	Current or w/o Mit	w/Mit	Current or w/o Mit	w/Mit							
1	W.E. Area 1 (Terra P)	7	9	7	7	5	8	0.17	1.14	1.25	n/a	0.117	110.30	12.90
2	W.E. Area 2	7	9	5	7	5	8	0.23	1.14	1.25	n/a	0.164	2.30	0.38
3	Wetland Preservation	7	9	7	7	6	8	0.13	1.00	1.00	0.60	0.080	59.30	4.74
4	U.B. Area 1	7	9	-	-	3	8	0.35	1.92	1.50	n/a	0.122	1.20	0.15
5	U.B. Area 2	7	9	-	-	4	8	0.30	1.14	1.25	n/a	0.211	27.50	5.79
6	(Rayonier)	-	-	-	-	-	-	-	-	-	-	-	-	-
7	W.E. Area 1	7	8	7	7	6	8	0.10	1.07	1.25	n/a	0.075	168.70	12.61
8	W.E. Area 2	7	8	7	7	5	8	0.17	1.07	1.25	n/a	0.125	27.70	3.45
9	W.E. Area 3	7	8	7	8	4	8	0.20	1.68	1.50	n/a	0.079	27.00	2.14
10	U.B. Area 1	7	8	-	-	6	8	0.15	1.07	1.25	n/a	0.112	0.70	0.08
11	W.E. Area 1A	7	8	7	8	6	8	0.13	1.07	1.25	n/a	0.100	24.00	2.39
12	W.E. Area 3A	7	8	7	8	4	8	0.20	1.68	1.50	n/a	0.079	6.00	0.48
13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL													454.70	45.11

TOTALS			
Mitigation - Upland	Acres	Mitigation - Wetland	Acres
Restoration	0.00	Creation	0.00
Enhancement	1.90	Restoration	0.00
Preservation	0.00	Enhancement	366.00
Total Upland Mitigation	1.90	Total Wetland Mitigation	425.30




 2013 Aerial Imagery
 20
 Feet
 January 6, 2015

**Conservation Easement
 Basin 9 ROMA**
Rayonier Tract and Terra Pointe Tract

**Land Management
 Systems
 Real Estate
 Division
 (904) 209-0790**

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

