

RESOLUTION NO. 2021- 60

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AND AUTHORIZING THE CHAIR OF THE BOARD TO JOIN IN THE EXECUTION OF A LEASE BETWEEN THE BUREAU OF OCEAN ENERGY MANAGEMENT OF THE DEPARTMENT OF THE INTERIOR AND ST. JOHNS COUNTY REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES FOR THE SOUTH PONTE VEDRA BEACH RESTORATION PROJECT IN ST. JOHNS COUNTY

RECITALS

WHEREAS, the Bureau of Ocean Energy Management of the Department of the Interior has presented to St. Johns County (“County”) a lease, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, the Lease is intended to facilitate the construction of a beach nourishment project along the South Ponte Vedra Beach segment of the St. Johns County, Florida shoreline; and

WHEREAS, the Project is intended to mitigate both long-term, chronic erosion, as well as episodic erosion associated with the effects of Hurricanes Matthew (2016) and Irma (2017), as well as various Nor’easters; and

WHEREAS, the lease authorizes the County to extract up to 1.1 million cubic yards of Outer Continental Shelf sand resources (“OCS sand resources”) to nourish a total of five and a half miles of the South Ponte Vedra Beach, Florida shoreline in St. Johns County from FDEP Range Monument R-76 to FDEP Range Monument R-103.5.; and

WHEREAS, The lease will terminate or expire upon the County sending written notice that it has obtained sufficient OCS sand resources to complete the Project, up to 1.1 million cubic yards, or three years from the date of execution of this Lease, whichever occurs first; and

WHEREAS, it is in the best interest of the County to accept this easement for the health, safety and welfare of its citizens.

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

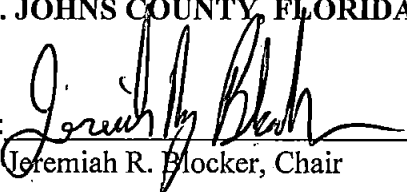
Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Chair of the Board is hereby authorized to execute the lease between the Bureau of Ocean Energy Management of the Department of the Interior and St. Johns County in substantially the form attached.

Section 3. To the extent that there are typographic and /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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of February, 2021.

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

By: 
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk

RENDITION DATE 2/4/21

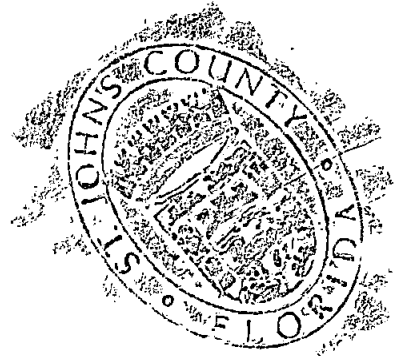


EXHIBIT "A" TO RESOLUTION

**LEASE BETWEEN
THE BUREAU OF OCEAN ENERGY MANAGEMENT
OF THE DEPARTMENT OF THE INTERIOR
AND
ST. JOHNS COUNTY, FLORIDA**

**REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES
FOR THE SOUTH PONTE VEDRA BEACH RESTORATION PROJECT IN ST. JOHNS
COUNTY, FLORIDA**

BOEM Negotiated Agreement No. OCS-A 05XX

Title I. Explanatory Recitals

- A. This Lease is made under the authority of Section 8(k)(2)(A)(i) of the Outer Continental Shelf Lands Act (OCSLA) of August 7, 1953 (43 U.S.C. § 1331 et seq.), P.L. 95-372, as amended by P.L. 103-426, between the United States Department of the Interior (DOI), acting through the Bureau of Ocean Energy Management (BOEM), and St. Johns County, Florida (the "County"), (collectively with BOEM or DOI, the "Parties"), for the nourishment of the beach along the Atlantic Ocean shoreline in the vicinity of South Ponte Vedra Beach, Florida.
- B. The County is undertaking a project in furtherance of the aforementioned goal to nourish segments of the St. Johns County shoreline (herein referred to as the "Project").
- C. Prior to notice-to-proceed for Project construction, the County will have procured lands, easements, and rights-of-way (collectively, "Land Rights") as necessary from upland landowners, other property rights holders, public entities, and other persons and entities of appropriate scope and duration to facilitate the Project.

Title II. Purpose and Authority

- A. The DOI, acting through the BOEM, enters into this Lease with the County providing for the use of up to 1.1 million cubic yards of Outer Continental Shelf sand resources ("OCS sand resources") for the Project under the authority of Section 8(k)(2) of the Outer Continental Shelf Lands Act (OCSLA) (43 U.S.C. § 1337(k)(2)). The term "OCS sand resources" means the sediment deposits found on or below the surface of the seabed on the OCS, as defined in Section 2(a) of the OCSLA (43 U.S.C. § 1331(a)). This Lease authorizes the County to use OCS sand resources from Borrow Area N-3, as designated and delineated in Table 1 and on the attached maps (Attachment 1), in accordance with the terms of this Lease. After removal of the sand resources from the OCS and placement of those resources as specified in this Lease, BOEM has no jurisdiction over those sand resources unless they return to the OCS.

Table 1. Borrow Area N-3 Coordinates

Point	NAD83 (feet)		WGS 1984	
	Easting (X)	Northing (Y)	Latitude	Longitude
NW	597394.44	2069075.56	30 01.5011851	-81 11.1432978
NE	601740.62	2069075.56	30 01.5782872	-81 10.3194015
SE	602476.57	2062590.90	30 00.4327072	-81 10.1779280
SW	598130.38	2062130.36	30 00.3556219	-81 11.0016685

Note: Easting and Northing Coordinates are based on the Florida State Plane East Coordinate System

B. BOEM, under the authority delegated by the Secretary of the Interior, is authorized, pursuant to Section 8(k)(2) of the OCSLA (43 U.S.C. § 1337(k)(2)), to enter into this Lease concerning the potential use of OCS sand resources.

BOEM has determined that the Project meets the requirements of Section 8(k)(2)(A)(i) of the OCSLA. Therefore, in accordance with Section 8(k)(2), and subject to the terms and conditions contained herein, BOEM hereby authorizes the use of OCS sand resources from Borrow Area N-3, identified in Table 1, for the construction undertaken in furtherance of the Project. The Parties acknowledge that under the terms of Section 8(k)(2)(B), BOEM will not assess any fee directly or indirectly against the County for the use of the OCS sand resources described herein.

Nothing in this Lease is intended to abrogate or diminish the Secretary of the Interior's authority under the OCSLA to oversee and regulate the removal of OCS sand resources. Pursuant to 30 CFR 583.330, failure to comply with any applicable law, or any provision, term, or condition of this agreement may result in termination of the agreement at the sole discretion of BOEM, referral to an appropriate Federal or State agency with jurisdiction for possible enforcement, or both. The failure to comply in a timely and satisfactory manner with any provision, term or condition of this agreement may also delay or prevent BOEM's approval of future requests for use of OCS sand made by the County.

The Lease may be terminated by BOEM consistent with provisions in 30 CFR 583.350. If the County violates any provisions of this Lease, BOEM may, by written notice, suspend the lease and order any further operations of the County under this Lease to cease, except such operations as may be necessary to remedy any violations. If the County fails to remedy violations within thirty (30) days after receipt of suspension notice, BOEM may, by written notice, terminate this Lease. In the event that BOEM suspends or terminates the Lease, the County will not be entitled to compensation as a result of expenses or lost revenues resulting from the suspension or termination.

C. The County enters into this Lease in compliance with the requirements of Section 8(k)(2)(A)(i) of the OCSLA.

Nothing in this Lease is intended to impede or hinder the County's ability to complete the Project or abrogate or diminish either Parties' authority or responsibilities under applicable law, including but not limited to the Clean Water Act (CWA) (33 U.S.C §§ 1251 *et seq.*), Section 10 of the Rivers and Harbors Appropriation Act of 1899 (33 U.S.C. § 403), National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321 *et seq.*), Endangered Species Act (ESA) (16 U.S.C. §§ 1531 *et seq.*), Magnuson-Stevens Fishery Conservation and Management Act (MSA) (16 U.S.C. §§ 801 *et seq.*), Marine Mammal Protection Act (MMPA) (16 U.S.C. §§ 1361 *et seq.*), National Historic Preservation Act (NHPA) (54 U.S.C. §§ 300101 *et seq.*), Migratory Bird Treaty Act (MBTA) (16 U.S.C. §§ 703-712), or the Coastal Zone Management Act (CZMA) (16 U.S.C. §§ 1451 *et seq.*).

Title III. Description of the Authorized Activity

This Lease is intended to facilitate the construction of a beach nourishment project along the South Ponte Vedra Beach segment of the St. Johns County, Florida shoreline, immediately adjacent to the St. Johns County Federal Project to be undertaken by the U.S. Army Corps of Engineers (USACE) at Vilano Beach (the "Federal Project"). This Project is intended to mitigate both long-term, chronic erosion, as well as episodic erosion associated with the effects of Hurricanes Matthew (2016) and Irma (2017), as well as various Nor'easters. This Lease authorizes the County to extract up to 1.1 million cubic yards of OCS sand resources to nourish a total of five and a half miles of the South Ponte Vedra Beach, Florida shoreline in St. Johns County from FDEP Range Monument R-76 to FDEP Range Monument R-103.5. The Federal Project will address erosion in Vilano Beach along about three miles of shoreline immediately south of this project. The OCS sand resources must be extracted from Borrow Area N-3 (see **Attachment 1**).

Title IV. Provisions

A. BOEM authorizes the use of OCS sand resources from Borrow Area N-3 for the Project. The County or its contractor(s) may only extract, transport, and place such OCS sand resources from the borrow area in accordance with the terms and conditions set forth below and referenced in **Attachment 2**.

B. All written notifications, requests, submissions, and deliverables, unless otherwise stated, should be sent to BOEM at:

Chief, Marine Minerals Division
Attention: Jeffrey Reidenauer, Ph.D.
Bureau of Ocean Energy Management
45600 Woodland Road, VAM-LD
Sterling, Virginia 20166

All electronic notifications, submissions, and deliverables to BOEM should be sent to dredgeinfo@boem.gov.

All written notifications, requests, submissions, and deliverables to the County should be sent to:

Damon Douglas, MPA
Coastal Manager
St. Johns County Emergency Management
500 San Sebastian View
St. Augustine, FL 32084
ddouglas@sjcfl.us
(904) 209-0794

C. This Lease applies only to the extraction, transportation, and placement of OCS sand resources as described above. The County must ensure that anyone performing any activity under this lease is contractually bound to follow the obligations, terms, and conditions of this Lease. This Lease will terminate or expire (1) upon the County sending written notice that it has obtained sufficient OCS sand resources to complete the Project, up to 1.1 million cubic yards, or (2) three years from the date of execution of this Lease, whichever occurs first. Upon request by the County, the Parties may agree to extend the terms of this Lease as necessary to provide the County and its contractor(s) with additional time to complete the Project.

The Parties acknowledge that there may be a need for future OCS sand resources for periodic maintenance, augmentation or construction purposes. BOEM and the County may enter into subsequent agreements, for the use of additional OCS sand resources for the Project, consistent with each Party's responsibilities under applicable law.

D. BOEM and the County recognize that planning and coordination between the Parties will ensure that responsibilities related to OCSLA, other applicable Federal laws, and this Project are carried out and accommodated in an efficient and timely manner so that the Project schedule will not be unnecessarily delayed or compromised. The Parties recognize that BOEM, as a Bureau in the DOI, has certain responsibilities for the orderly, timely, safe, and efficient recovery of OCS minerals using the best available technology while ensuring environmental stewardship and compliance. To these ends, and with respect to the Project, BOEM and the County agree to the following terms:

1. Plans and Performance Requirements

The County will include this Lease as a reference document in the advertised "Construction Solicitation, Contract, Technical Specifications, and Drawings" (hereinafter referred to as the "Plan"). The County will provide a copy of the Plan to BOEM for review at least two weeks prior to construction contract advertisement to allow sufficient time for BOEM to review and verify that all leasing terms and conditions and relevant environmental compliance requirements outlined in the Environmental Compliance Matrix (ECM) (to be provided pursuant to Paragraph 2) are incorporated into the Plan, as applicable. The County shall be responsible for implementation of all environmental compliance requirements, including those not addressed in the Plan. The County will allow BOEM to review and comment on any modifications to the Plan that may occur following BOEM's initial review and that may affect the borrow area or pipeline corridors on the OCS, including the use of submerged or floated pipelines to directly convey sediment from the borrow area to the placement site. BOEM will deliver these comments in a timely fashion so as to not unnecessarily delay the County's construction contract or schedule. The County will ensure

that all operations at Borrow Area N-3 are conducted in accordance with the final approved Plan and all terms and conditions in this Lease, as well as all applicable statutes, regulations, orders and any guidelines or directives specified or referenced herein intended to protect persons, property and the environment, and any relevant project design criteria, terms and conditions, or reasonable and prudent measures of the latest biological opinions applicable to the activities authorized in this Lease.

The dredging method for removing sand from Borrow Area N-3 will be consistent with those evaluated in all applicable NEPA and associated consultation documents and approved in the authorizing documents, as well as project permits. If dredging and/or conveyance methods are not wholly consistent with those evaluated in relevant NEPA and associated consultation documents prepared by the County or BOEM, and adopted by BOEM for this Project, additional environmental review may be necessary. If the additional NEPA, consultations, or permit modifications would impact or otherwise supplement the provisions of the Lease, a modification may be required.

The County and/or its agents, after receiving notification from its contractor(s), will notify BOEM at dredgeinfo@boem.gov at least 72 hours prior to the commencement, and within 24 hours after termination, of operations at Borrow Area N-3. If BOEM is aware of any OCS activity within the jurisdiction of the DOI that may adversely affect the County's ability to use OCS sand resources for the Project, BOEM will electronically notify the County in a timely manner.

Prior to the commencement of construction, the County will electronically provide BOEM with a summary of the construction schedule consistent with Paragraph 15 of this Lease. The County, at the reasonable request of BOEM or the Bureau of Safety and Environmental Enforcement (BSEE), will allow any authorized Federal inspector to access the site of any operation, when permitted by safety regulations, and will provide BOEM or BSEE any documents and records that are pertinent to occupational or public health, safety, environmental protection, conservation of natural resources, or other use of the OCS as may be requested. The County agrees to facilitate access to the site of any operation, where practicable and deemed safe by the County and their contractor, including, but not limited to, dredges and support equipment, fill areas, and turtle relocation trawlers, for scientists conducting sampling or observations associated with research conducted or funded by BOEM.

2. Environmental Responsibilities and Environmental Compliance

The County and/or its agents will prepare an ECM and provide it to BOEM for review and comment at least two weeks prior to solicitation. The purpose of the ECM is to document and demonstrate adherence to all environmental compliance measures required to avoid and/or minimize environmental impacts prior to, during, and after construction. The ECM should identify the specific requirements that apply during activities that occur on the OCS. Additionally, the ECM shall identify roles and responsibilities to ensure adherence to all environmental compliance measures prior to, during, and after construction. The ECM shall identify where in the Plan the relevant environmental compliance measures are addressed.

BOEM serves as lead or co-lead agency on behalf of the Federal Government to ensure the Project complies with applicable environmental laws, including but not limited to the CWA, ESA, MSA,

NHPA, MBTA, and CZMA, and any consultations or limitations imposed thereunder. BOEM is a joint consulting Federal agency for ESA Section 7 consultations concerning protected species under the purview of the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). The County will instruct its contractor(s) to implement all environmental compliance measures, as required by the USFWS, NMFS, Florida Department of Environmental Protection (FDEP), USACE, and BOEM pursuant to applicable Federal and State laws and regulations prior to commencement of activities authorized under this Lease, including extraction, transportation and placement of sand resources from Borrow Area N-3 (Attachment 2).

Construction may not commence until the pre-construction requirements have been completed as outlined in the ECM, relevant consultation documents, and these Lease provisions. Electronic copies of all relevant correspondence, monitoring data, and reports related to the activities covered by this Lease will be provided electronically to BOEM within fourteen (14) days of issuance (including, but not limited to, observer and dredging reports, and reports required by relevant project permits) unless the reports are required sooner by this Lease or applicable law, the permits, or the consultations.

3. Other Responsibilities

BOEM does not warrant that the OCS sand resources used in this Project are suitable for the purpose for which they are intended by the County. BOEM's responsibility under this Lease is limited to the authorization of access to OCS sand resources from Borrow Area N-3 as described herein, and therefore BOEM disclaims any and all responsibility for the physical and financial activities undertaken, damages or liabilities, incidents or injuries, or negligence by the other Parties in pursuit of the Project.

To the extent permitted by law, the County, its agent(s), and its contractor(s) shall indemnify BOEM for, and agree to hold BOEM harmless from, any claims for loss, costs, damages, injuries to persons, or expenses caused by or resulting from any operation under this lease. However, the County or its agent(s) is not responsible to BOEM for any loss, cost, damage, injury, or expense that directly results from (1) the sole negligence of BOEM, or (2) the County's non-negligent compliance with a BOEM order or directive imposed under this Lease. Nothing in this section shall be construed as a waiver of any applicable statutory limitations of liability, including but not limited to Section 768.28, Florida Statutes, nor shall this section operate as a waiver of the County's sovereign immunity.

The County or its contractor(s) must notify BOEM of any encounter of hazards on the OCS and any OCS sediment placed on the beach that has characteristics that are unsuitable relative to native sediment characteristics. The specific location where unsuitable sediment was dredged, or where hazards were encountered, within the Borrow Area N-3 must be delineated and provided to BOEM for future planning purposes. Additionally, any encounter of ordnance must be reported to BOEM using the process outlined in Paragraph 10.

4. Pre-Construction Notification of Activity in or near the Borrow Area

The County will invite BOEM to attend a pre-construction meeting that describes the County's and/or its contractor's or agent's plan and schedule to construct the Project.

5. Dredge Positioning

During all phases of the Project, the County will ensure that the dredge and any bottom-disturbing equipment is outfitted with an onboard global positioning system (GPS) capable of maintaining and recording location within an accuracy range of no more than plus or minus 3 meters. The GPS needs to be installed as close to the hydraulic dredge as is practicable or needs to use appropriate instrumentation to accurately represent the position of the hydraulic dredge. During dredging operations, the County will immediately notify BOEM at dredgeinfo@boem.gov if dredging occurs outside of the approved borrow area. Such notification will be made as soon as possible after the time County becomes aware of dredging outside of the approved borrow area.

Anchoring, spudding, or other bottom-disturbing activities are not authorized outside of the approved borrow area on the OCS and associated pipeline corridors, unless there are immediate concerns of safety, navigation risks or emergency situations.

The County and/or its agents, in collaboration with the designated USACE regulatory point of contact, will coordinate with the National Dredging Quality Management (DQM) program in advance of construction commencement to provide appropriate project-specific information, inform them of BOEM's role in the Project and relevant Lease stipulations, and develop a coordination plan to ensure that all DQM-related deliverables in accordance with this Lease are internally reviewed and delivered to BOEM on time and in accordance with BOEM formatting requirements. The County and/or its agents will provide to BOEM the DQM data acquired during the Project using procedures jointly developed by the USACE's National DQM Data Program Support Center and BOEM. The County and/or its agents will submit the DQM data, including draghead, cutterhead, or other hydraulic or mechanical dredging device depth, every two weeks to BOEM at dredgeinfo@boem.gov. If available, the County and/or its agents will also submit Automatic Identification System (AIS) data for vessels qualifying under the International Maritime Organization's (IMO) International Convention for the Safety of Life at Sea.

6. Dredge Operation

The County and/or its agents will ensure that the Contractor conduct all dredging operations in accordance with the ECM. The final, approved Plan (required pursuant to Paragraph 1) will include provisions designed to maximize efficiency and conservation of the resource during the removal of sand from Borrow Area N-3. Any modification to this Plan shall be coordinated with BOEM for approval prior to commencement of dredging. The purpose of these provisions is to conserve and avoid "wasting" sediment in the Borrow Area N-3 that could be used to nourish the beach now and in the future.

7. Submittal of Production and Volume Information

The County and/or its agents, in cooperation with the dredge contractor, will submit to BOEM a summary of the dredge track lines, outlining any deviations from the Plan, every two weeks. This

will include a color-coded plot of the draghead, cutterhead, or other hydraulic or mechanical dredging device, showing any horizontal or vertical dredge violations. The dredge track lines must show dredge status: hoteling, dredging, transiting, or unloading. This map will be in PDF format.

At least every two weeks, the County and/or its agents will electronically provide a report of the construction progress including estimated volumetric production rates to BOEM. The project completion report, as described below, will also include production and volume information.

8. Local Notice to Mariners

The County and/or its agents will require its contractor(s) for the Project to place a notice in the U.S. Coast Guard Local Notice to Mariners regarding the timeframe and location of dredging and construction operations in advance of commencement of dredging.

9. Marine Pollution Control and Contingency Plan

The County and/or its agents will require its contractor(s) to prepare for and take all necessary precautions to prevent discharges of oil and releases of waste or hazardous materials that may impair water quality. In the event of such an occurrence, notification and response will be in accordance with applicable requirements of 40 C.F.R. Part 300. All dredging and support operations under this Lease will be compliant with U.S. Coast Guard regulations and the U.S. Environmental Protection Agency's Vessel General Permit, as applicable. The County and/or its agents will notify BOEM of any noncompliant discharges and remedial actions taken, and the County and/or its agents will provide copies of reports of the incident and resultant actions electronically.

10. Encounter of Ordnance

The encounter of ordnance is possible on the OCS, and it is the responsibility of the County and/or its agents and its contractor(s) to proactively manage this risk and any resulting situation should the need arise. The County and/or its agents must address how the encounter of ordnance will be handled in the Plan that is prepared pursuant to Paragraph 1. If the County or its contractor(s) encounter any ordnance while conducting dredging activities at Borrow Area N-3, it will report the discovery within 24 hours to Dr. Jeff Reidenauer, Chief, BOEM Marine Minerals Division, at (703) 787-1851 and dredgeinfo@boem.gov.

11. Bathymetric Surveys

As consideration, the County and/or its agents will provide BOEM with pre- and post-dredging bathymetric surveys of Borrow Area N-3. The County or its contractor will conduct a pre-dredging survey of Borrow Area N-3 South within sixty (60) days prior to the commencement of dredging and will provide the data to BOEM for review via dredgeinfo@boem.gov, allowing for a minimum of seven (7) working days for BOEM to provide concurrence before the County or its contractor commences dredging. A qualified hydrographic surveyor, independent from the dredging/construction contractor, needs to conduct and oversee the survey, and must approve the survey results before transmitting them to BOEM. The County or its contractor will conduct a post-dredging survey of the Borrow Area within sixty (60) days after the completion of dredging. Given available funding, BOEM recommends that the County conduct additional bathymetric

surveys of the Borrow Area both one (1) and three (3) years after the completion of dredging to document borrow area evolution and provide information to inform future decisions and consultations regarding the use of OCS sand resources. The County or its contractor will perform surveys, error analysis, and reporting in accordance with the most recent edition of the National Oceanic and Atmospheric Administration's (NOAA's) Office of Coast Survey Hydrographic Survey Field Procedure Manual. Survey standards and requirements are specified and can be found on the Coast Survey Document Library (<https://www.nauticalcharts.noaa.gov/publications/docs/standards-and-requirements/specs/hssd-2017.pdf>).

For bathymetric surveys, 100 percent coverage using multi-beam bathymetric survey methods is required. All bathymetric data will be roll, pitch, heave, and tide corrected using best practices. Sound velocity corrections will be applied based on measurements made during and throughout the duration of the survey using a profiling sound velocity meter to obtain water column sound velocities with casts that log the entire water column to the seafloor. Survey lines of the specific dredge area will be established at intervals necessary to provide 100 percent coverage. All survey lines will extend at least 100 meters (328 feet) beyond the edge of the limits of Borrow Area N-3 as defined in this Lease.

The County or its contractor will collect all data in such a manner that post-dredging bathymetric surveys are compatible with the pre-dredging bathymetric survey data to enable the latter to be subtracted from the former to calculate the volume of sand removed, the shape of the excavation, and the nature of post-dredging bathymetric change. Pre-dredge bathymetric survey transects must be reoccupied during the post-dredging surveys. The County or its contractor will conduct surveys using kinematic GPS referenced to a GPS base station occupying an established (NAVD 88 vertical control) monument within 24 kilometers (15 miles) of the survey area, a National Geodetic Survey real-time network, or a water-level gauge deployed within the vicinity of the Borrow Area and referenced to an established monument (NAVD 88 vertical control), unless alternative methods are approved by BOEM. Pre- and post-dredging surveys must be referenced to the same water-level gauge, tide gauge, real-time network, benchmark, or BOEM-approved method. An uncertainty or error analysis will be conducted on the bathymetric dataset based on calculated differences of measured elevations (depths) at all transect crossings; other best practices typically employed to identify potential error or quantify uncertainty, such as daily bar-checks, will also be conducted and documented.

If data accuracy, coverage, quality, or other parameters for either pre- or post-dredging surveys are not sufficient to provide for accurate comparisons between the pre-dredge and post-dredge surveys (e.g., do not meet specifications and standards discussed or referenced above), BOEM may require the County or its contractor to conduct a new survey (at the pre-dredge and/or post-dredge phase).

The delivery format for bathymetry data submission is an ASCII file containing x, y, z data and a digital elevation model in a format agreed upon between BOEM and the County and/or its agents in writing. The file name(s) of bathymetric data submissions should be unambiguous and as a recommendation should include the survey ID (e.g., USACE survey number) and/or borrow area name, bin spacing, acronym for vertical datum, units, and date of survey completion (example file name: SURVEYID_BorrowArea_3x3AVG_NAVD88_ft_MMDDYYYY.xyz). The horizontal data will be provided in the NAD83 Florida State Plane East, U.S. survey feet. Vertical data will

be provided in the NAVD88, U.S. survey feet unless otherwise specified. The County or its contractor must submit a survey completion report in Adobe PDF format, which includes descriptions of the area surveyed, survey methods (e.g., equipment, calibration, data acquisition and processing), vertical and horizontal survey control, results of the uncertainty analysis, and list of associated bathymetric data files submitted, as well as field notes and metadata record (Federal Geographic Data Committee endorsed geographic metadata standard e.g. ISO 19915) to BOEM with the processed bathymetric data products. An 8.5 x 11 inch plan view plot of the pre- and post-construction data will be provided showing the survey vessel navigation tracks, as well as contour lines at appropriate elevation intervals. A plot of the digital elevation model will also be provided. These plots will be provided in Adobe PDF format. Images and descriptions of any previously identified side scan sonar targets or newly identified bathymetric anomaly targets will be included and identified on an index map.

12. Archaeological Resources

There are no known archaeological resources in Borrow Area N-3. If the County or its contractor(s) discovers any previously unknown historic or archeological resources, all dredge and/or pump-out operations shall be halted immediately and avoid the resource. The County and/or its agents will report the discovery to the Marine Minerals Division Chief at BOEM, electronically, in a timely manner. The County and/or its agents will coordinate with BOEM on the measures needed to evaluate, avoid, protect, and, if needed, mitigate adverse impacts from an unanticipated discovery. If investigations determine that the resource is significant, BOEM will work with relevant parties to determine how best to protect it. The County and/or its agents will coordinate with BOEM and other Federal and State agencies to initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

13. Project Completion Report

Consistent with Paragraph 15, the County and/or its agents will submit a project completion report to BOEM within 120 days following completion of the activities authorized under this Lease. The County and/or its agents should send this report and supporting materials electronically. The report will contain, at a minimum, the following information:

- the names and titles of the project managers overseeing the effort (for the County, the engineering firm / agent (if applicable), and the contractor), including contact information (phone numbers, mailing addresses, and email addresses);
- a narrative including the location and description of the Project, the final as-built features, boundaries, and acreage, including the restored beach width and length;
- the final total volume of material extracted from the borrow area and the volume of material actually placed on the beach or shoreline (including a description of the volume calculation method used to determine these volumes);
- notation that the County has confirmed that BOEM has received the full set of DQM data, in ASCII files, containing the x, y, z coordinates and time stamp of the cutterhead or drag arm locations;

- a narrative discussing major construction sequences and activities, and, if applicable, any significant problems encountered and solutions implemented;
- a table showing major types of construction equipment used and the nature of their use by phase of the Project construction;
- a list and description of any safety-related issues or accidents reported during the life of the Project;
- a narrative and any appropriate tables describing any environmental monitoring associated with the Project;
- a narrative and any appropriate shapefiles defining areas of the borrow area deemed unsuitable during the course of the project;
- a table listing significant construction dates beginning with bid opening and ending with final acceptance of the Project by the County;
- digital appendices containing the as-built Project footprint (.shp /.gdb), and bathymetric survey data outlined in Section 11 above;
- metadata appropriate to geospatial deliverables; and
- any additional pertinent Project photo or video documentation in high-resolution format (including aerial or drone imagery or video).

14. Reporting Compliance

The County will designate in advance of construction a single point of contact (and preferably a back-up contact) who is responsible for facilitation of compliance with all Lease requirements. The County will provide this contact information to BOEM, electronically, at least thirty (30) days in advance of dredging and construction operations.

Should there be an allegation of a failure to comply or failure to complete required reporting, the alleged failure will be corrected as soon as possible and/or resolved jointly between BOEM and the County, including through the dispute resolution process identified in Paragraph 16.

15. Sharing of Information

Consistent with the purpose stipulated by the Parties in Title II, and to the extent allowed by law, regulation, and policy, the County and BOEM agree to: (1) share all information needed for or generated from the Project, including the sharing of implementation and other applicable schedules; (2) provide such information to the requesting agency as expeditiously as possible; and (3) work to ensure that all required completion report information is received.

The Parties to this Lease acknowledge that information and reports required by and/or exchanged pursuant to the subject Project may include confidential business information, proprietary information, or other sensitive information that should be protected from disclosure.

Any Party, contractor, or agent of one of the Parties requesting that information or reports provided pursuant to this Lease be treated as confidential, will prominently mark the information and report as "Confidential" along with the basis for the claim of confidentiality. Any cover correspondence submitted with the information or report will likewise note the claim of confidentiality. To the

extent practicable, a Party to this Lease may only request information that has been marked as "Confidential" and is in the possession of another Party to this Lease if the information is needed by the requesting Party to carry out their obligations under this Lease or if the information is necessary for the requesting Party to fulfill their obligations under the law. The Party in possession of the information requested may work with the requesting party to determine if the information may be shared without waiving the confidential nature of the material.

The Parties further agree that they will notify the other Party as soon as possible, in writing, of any request by any person seeking the release or disclosure of information marked "Confidential" in whole or in part, including, but not limited to, requests pursuant to Court orders, discovery, subpoenas, or other compulsory process, or public access request under applicable Federal or State law. Notification will be considered timely if it provides the Parties or individuals claiming the information or report is confidential a reasonable opportunity to seek a Court order to prevent release or disclosure. Any disputes regarding requests for information or the confidential nature of the information requested will be resolved according to applicable law and through the dispute resolution process identified in Paragraph 16. If the Party or individual claiming the information or report is confidential fails to obtain a timely Court order preventing the release or disclosure of the information, the Party in possession of the information will release it to the extent required by applicable law.

16. Resolution of Disputes

The Parties agree to make every attempt to settle any disputes regarding this Lease at the lowest operational level. In the case of a (1) substantial disagreement between BOEM and the County with respect to any aspect of BOEM's authorization of the use of OCS sand resources in accordance with the terms and conditions as specified or (2) any alleged breach by a Party of the terms and conditions as specified herein, the undersigned will each designate a senior management official to state the area(s) of disagreement or alleged breach in writing and present such statement to the other Party for consideration. If resolution is not reached within seven (7) days, the Parties may request the active participation of the Chief of the Office of Strategic Resources of BOEM, and the County Administrator or designee for St. Johns County. If dispute resolution is not successful within thirty (30) days and if appropriate under 30 CFR § 583.330 and 30 CFR § 583.350, BOEM may suspend or terminate the agreement, refer the matter to appropriate Federal or State agency for enforcement, or both.

17. Miscellaneous

This Lease may not be assigned or transferred.

This Lease will not affect any pre-existing or independent relationships or obligations between DOI and the County; including any other relationships or obligations between BOEM and the County, or any other units of such Departments.

All rights in Borrow Area N-3 not expressly granted to the County are hereby reserved to BOEM. BOEM reserves the right to authorize other uses in the full N-3 area, inclusive of the area outside of the currently proposed dredge area, that will not unreasonably interfere with activities authorized under this Lease. BOEM will allow the County to review and comment on any

proposed authorizations for the use of OCS sand resources in any segment of Borrow Area N-3 while this Lease is in effect.

Nothing herein is intended to conflict with current County or BOEM statutes or regulations. If the terms of this Lease are inconsistent with existing statutes or regulations of either of the Parties entering into this Lease, then those portions of this agreement which are determined to be inconsistent will be invalid, but the remaining terms and conditions not affected by the inconsistency will remain in full force and effect. At the first opportunity for review of the Lease after such inconsistency is identified, all necessary changes will be accomplished either by an amendment to this Lease or by entering into a new Lease, whichever is deemed expedient to the interest of the Parties.

This agreement may be executed in two (2) or more counterparts, each of which will be deemed an original. The signatures to this agreement may be executed on separate pages, and when attached to this agreement will constitute one complete document.

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**LEASE BETWEEN
THE BUREAU OF OCEAN ENERGY MANAGEMENT
OF THE DEPARTMENT OF THE INTERIOR
AND
ST. JOHNS COUNTY, FLORIDA**

**REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES
FOR THE SOUTH PONTE VEDRA BEACH RESTORATION PROJECT IN ST. JOHNS
COUNTY, FLORIDA**

BOEM Negotiated Agreement No. OCS-A 05XOX

Signatory Page

Megan Carr, PhD, CPG
Chief, Strategic Resources Office
Bureau of Ocean Energy Management
Department of the Interior

Date: _____

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

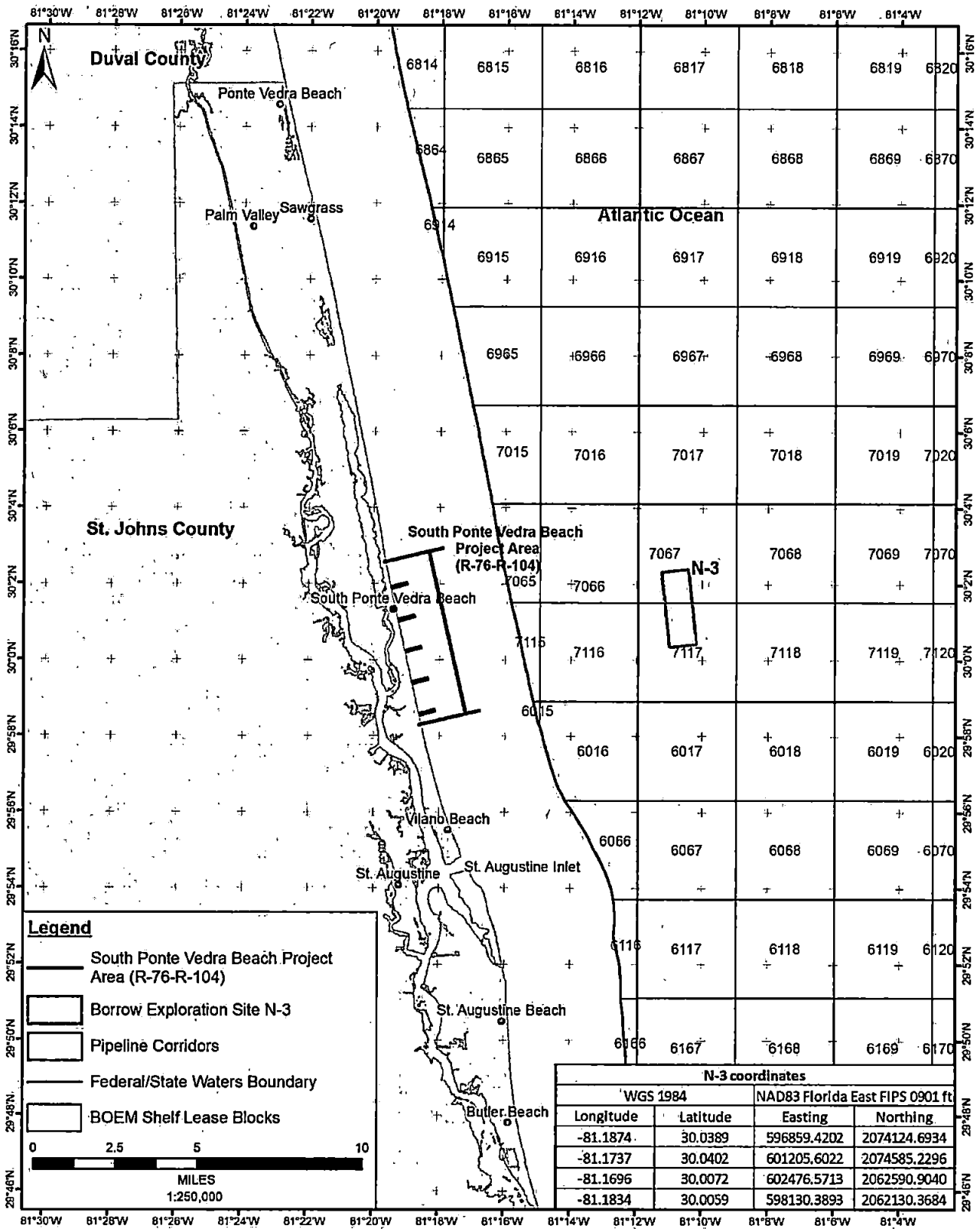
By: _____
_____, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court
& Comptroller

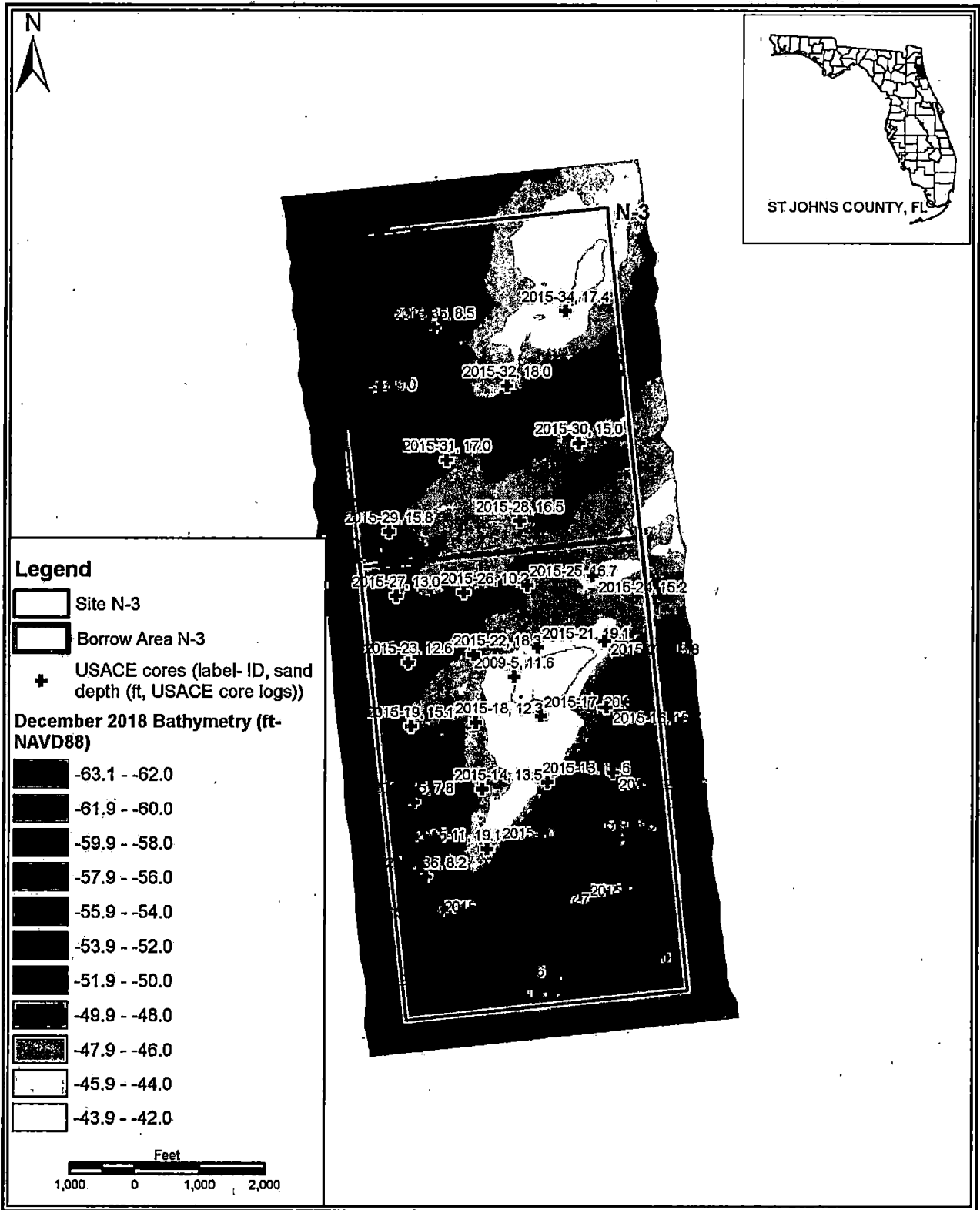
By: _____
Deputy Clerk

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Attachment 1
Borrow Area Map and Sand Placement Sites



Borrow Area N-3 Location Map and Sand Placement Area



Detail of Site N-3 Showing Borrow Area N-3, Vibracores, and Beach Compatible Sand Depths (modified from Taylor Eng. Site N-3 Design Report, 2019)

Attachment 2
Environmental Compliance Requirements

St. Johns County and/or its contractor(s) shall commit to mitigation measures and monitoring requirements outlined in the EA and associated consultation and permit documents. These requirements shall be reflected in the contract plans and specifications as appropriate. St. Johns County shall comply with all environmental mitigation requirements prior to, during, and after construction. Before solicitation, St. Johns County shall also prepare an Environmental Compliance Matrix (ECM), in coordination with BOEM, documenting all mitigation measures and monitoring requirements and associated lead Agency roles and responsibilities for implementation and enforcement. The following referenced documents contain all required mitigation measures and monitoring requirements for implementation by St. Johns County, as appropriate. Documents containing BOEM mitigation enforceable through this lease and binding on the County and its contractor(s) are bolded below, including relevant sections and pages.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA):

- 2019. St. Johns County Emergency Beach Berms, St. Johns County, FL. Environmental Assessment (FEMA-DR-4283; FEBA-DR-4337-FL). U.S. Department of Homeland Security Federal Emergency Management Agency. September 2019.
- **2020. Use of Outer Continental Shelf Sand from Borrow Area N-3 for the South Ponte Vedra Beach Restoration Project. Final Environmental Assessment. Prepared by St. Johns County. September 2020.**
 - **Section 7.0; pages 53-54.**

ENDANGERED SPECIES ACT (ESA):

- 2013. U.S. Fish and Wildlife Service Programmatic Piping Plover Biological Opinion (P3BO) (May 22, 2013).
- 2015. U.S. Fish and Wildlife Statewide Programmatic Biological Opinion (SPBO) (March 13, 2015).
- **2020. National Marine Fisheries Service. South Atlantic Regional Biological Opinion (SARBO) for dredging and material placement activities in the Southeastern United States. 27 March 2020.**
 - **Section 2.9.1 (USACE and/or BOEM Project-Specific Review for a Project to be Covered under SARBO)**
 - **2.9.3 (SARBO Team Communication and Reporting); Section 2.9.3.3-2.9.3.5.2**
 - **Appendix A; pages 519-520**
 - **Appendix B; Section 1.1 (DREDGE.2); Section 1.2 (PLACE.2); Section 1.3; Section 2 (pages 525-528); Section 3.1 (pages 529-531); Section 3.5 (pages 532-533)**
 - **Appendix F; (pages 589-596)**
 - **Appendix H; (pages 599-628)**
 - **Appendix I; (pages 629-632)**

ESSENTIAL FISH HABITAT (EFH):

- 2020. Letter dated 3 March 2020 from NMFS Southeast Regional Office to Col. Andrew Kelly (USACE Jacksonville District).
- 2020. USACE letter to Tim Parsons, Ph.D., SHPO (dated 24 August 2020). Consultation associated with borrow area N-3 and associated pipeline corridors.

STATE HISTORIC PRESERVATION OFFICE (SHPO):

- *2020. SHPO response letter to USACE (Pending)*

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP):

- *Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization. Permit No. 0340616-003-JC. Issued 18 September 2020.*

DEPARTMENT OF THE ARMY(DA) PERMIT:

- Pending

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