

RESOLUTION NO. 2025- 194

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A REQUEST FOR EASEMENTS BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND ST. JOHNS COUNTY AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ANY DOCUMENTS THAT MAY BE NECESSARY TO COMPLETE THE APPLICATION PROCESS.

RECITALS

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”) granted to St. Johns County (“County”) certain Use Agreement No. U-0458, attached hereto as Exhibit “A” (Vilano Beach), Use Agreement No. U-0466, attached hereto as Exhibit “B” (Ponte Vedra) and Use Agreement No. U-0480, attached hereto as Exhibit “C” (St. Augustine Beach), all incorporated by reference and made a part hereof, (“Use Agreements”) to transport and place sand along the shoreline above the mean high-water line of the State’s property within a beach nourishment project; and

WHEREAS, the Use Agreements have an expiration date and the County desires to have the ability to transport and place the sand when necessary; and

WHEREAS, the State now requires the County to request an Easement for such purposes by adopting a Resolution approving the request for easements; and

WHEREAS, a copy of the Easement form is attached hereto as Exhibit “D”, incorporated by reference and made a part hereof, that will be brought back to the board for approval.

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 Board of County Commissioners hereby approves the request for the easements and authorizes the County Administrator, or designee, to execute any documents necessary to complete the application process.

Section 3. To the extent that there are typographical 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 of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of June, 2025.

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

Rendition Date JUN 17 2025

By: 
Krista Joseph, Chair

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

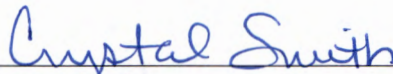
By: 
Deputy Clerk



Exhibit "A" to Resolution

This Use agreement was prepared by:
Jay Sircy,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 41486

OAU1
[0.58 acres +/-]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

USE AGREEMENT

Use Agreement No. U-0458

THIS USE AGREEMENT is hereby granted this 26th day of March, 2020, by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as the "GRANTOR", through its lawfully designated agent, the Division of State Lands, Department of Environmental Protection, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, GRANTOR is the owner of the hereinafter depicted real property; and

WHEREAS, the United States Army Corps of Engineers ("ACOE") is embarking upon a beach nourishment project in which GRANTEE is the "local sponsor" responsible for obtaining access to complete the work; and

WHEREAS, GRANTOR has agreed to the proposed use of its real property under this use agreement; and

WHEREAS, GRANTEE desires to enter and use the premises for access to transport and place sand along the shoreline above the mean high-water line.

NOW THEREFORE, for the faithful and timely performance of and compliance with the terms and conditions stated herein, GRANTOR does hereby grant to GRANTEE, a use agreement on the premises depicted below, to wit:

(See Attached Exhibit "A") (the "Use Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. **COMMENCEMENT**: This use agreement and consent shall commence on March 24, 2020, the effective date of this use agreement and shall be valid for a term of five years and shall end on March 25, 2025.
3. **EXTENT OF AGREEMENT**: This use agreement is for the purpose of access to transport and place sand along the shoreline above the mean high water line and no other use or activity shall be allowed.
4. **USE OF PROPERTY AND UNDUE WASTE**: This use agreement shall be non-exclusive. GRANTOR, or its duly authorized agent, shall retain the right to enter the state land covered by this use agreement or engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the state land subject to this use agreement to third parties during the term of this use agreement.

GRANTEE shall not commit undue waste to the subject state-owned lands. GRANTEE shall not remove water from any source on state lands including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of the GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, mud containers, oil containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on the state land covered by this use agreement or on any adjacent state land or in any manner not permitted by law.

Upon termination or expiration of this use agreement and GRANTEE shall remove all facilities and related structures erected at GRANTEE'S expense.

If the lands described in Exhibit "A" are under lease to another agency GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

5. **RIGHT OF INSPECTION**: GRANTEE hereby agrees that GRANTOR, or its duly authorized agent, shall have the right at any and all times to inspect the works and operation of GRANTEE in any matter pertaining to this use agreement.

6. **PROPERTY RIGHTS**: GRANTEE agrees and it is hereby expressly stipulated that this use agreement and consent constitutes permissive use only and the placing of facilities and related structures upon public property pursuant to this use agreement shall not operate to create or vest any property right in said holder and shall not conflict with the conservation, protection and enhancement of said lands.

7. **LIABILITY**: GRANTOR does not warrant or represent that Use Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event GRANTEE subcontracts any part or all of the work performed in the Use Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Use Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **ASSIGNMENT**: This use agreement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

9. **CUTTING OF TREES**: The cutting or removal of trees on the state land covered by this use agreement is prohibited. In the event that in the course of its operations it shall become necessary for GRANTEE to cut or remove trees, such trees shall be cut or removed only after prior written approval has been received from GRANTOR through its representative and in accordance with the directions lawfully given by its representative, and title to all portions of trees so felled or removed shall be and remain in GRANTOR. All brush and refuse that is necessarily cut in the course of GRANTEE'S operations shall be handled

and disposed of in such a manner as to minimize the danger of fires, all in accordance with said regulations and the directions of the representative of GRANTOR. Trees subject to this provision shall be, except for cypress trees, three inches in diameter or greater in size at a height of forty-eight inches from the ground at the base of the tree. Cypress trees subject to this provision shall be any cypress tree of two inches in diameter or greater in size at a height of forty-eight inches from the ground at the base of the cypress tree. However, in no event shall the indiscriminate cutting down, running over or destruction of trees or vegetation of any size be allowed.

10. **TELEPHONE LINES, DITCHES AND FENCES:** All telephone lines, ditches, and fences located within or immediately outside the exterior boundaries of any state-owned lands shall be protected so far as possible in the conduct of GRANTEE'S operations, and, if damaged by reason of said operations, they shall be repaired immediately by and at the expense of GRANTEE. The representative of GRANTOR may, when in his or her judgment it is necessary to avoid risk of damage by said operations, require GRANTEE to move any such telephone lines or fence from one location to an adjacent location without compensation.

11. **ROADS, TRAILS, FIRE LINES:** Roads, trails, and fire lines shall at all times be kept free of brush and debris resulting from GRANTEE'S operations hereunder. Any road, trail, or firebreak used by GRANTEE in connection with the permitted operations that is damaged (beyond what would be ordinary wear and tear without such use) shall be repaired promptly by GRANTEE at its expense to its original conditions. GRANTEE shall not build any roads or trails without prior written approval of GRANTOR. If any live trees are damaged through carelessness or by fire caused by the employees or contractors of GRANTEE, GRANTEE shall fully compensate GRANTOR for the damage caused thereby.

12. **PREVENTION OF FIRES:** GRANTEE agrees to use every reasonable precaution including, but not limited to, Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS), standards for fire safety on State Forest lands, to prevent the occurrence of forest fires on state lands and to promptly notify the FFS office or nearest of any such occurrence. In the event a forest fire shall commence in the vicinity of GRANTEE'S operations during the period such operations are being conducted, or immediately thereafter, it shall be conclusively presumed that such fire occurred as a result of the operations of GRANTEE, unless the contrary is clearly demonstrated to the satisfaction of GRANTOR by GRANTEE, and GRANTEE hereby agrees to pay GRANTOR for any and all damage caused to state lands by such fire, including but not limited to, costs to suppress such fire; costs for the damage to the timber, trees or other forest products (whether standing, cut or fallen); and costs for the damage to any improvements or personal property thereon, caused by or as a result of such fire. GRANTEE

shall, at its expense, replant, restock or reforest any area affected by reason of such fire to the satisfaction of GRANTOR or its LESSEE.

13. **MINERAL RIGHTS**: This use agreement does not cover petroleum or petroleum products or minerals and does not give the right to the GRANTEE to drill for or develop the same.

14. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within the area subject to this use agreement or upon lands adjacent to and used as an adjunct of the lands covered by this use agreement.

15. **BEST MANAGEMENT PRACTICES**: GRANTEE shall implement applicable Best Management Practices in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, for all of the activities conducted under this use agreement, which have been selected, developed, or approved by GRANTOR or other land managing agencies for the protection and enhancement of the state land covered by this use agreement.

16. **ARCHAEOLOGICAL AND HISTORIC SITES**: GRANTEE hereby covenants and agrees that execution of this use agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

17. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the land included in this use agreement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property vested in the GRANTOR including, but not limited to, mortgages or construction liens against the real property covered by this use agreement or against any interest of GRANTOR therein.

18. **BREACH OF COVENANTS, TERMS, OR CONDITIONS**: Should GRANTEE breach any of the covenants, terms, or conditions of this use agreement, GRANTOR shall give written notice to GRANTEE to remedy such breach within thirty days of such notice. In the event GRANTEE fails to remedy the breach the satisfaction of GRANTOR within thirty days of receipt of written notice, GRANTOR may either terminate this use agreement and recover from GRANTEE all damages GRANTOR may incur by reason of the breach, including, but not limited to, costs and attorneys' fees or maintain this use agreement in full force and effect and exercise all rights and remedies herein conferred upon GRANTOR.

19. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this use agreement shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

20. **NO WAIVER OF BREACH**: The failure of GRANTOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this use agreement shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of GRANTOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by GRANTOR.

21. **SOVEREIGNTY SUBMERGED LANDS**: This use agreement does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

22. **DUPLICATE ORIGINALS**: This use agreement is executed in duplicate originals each of which shall be considered an original for all purposes.

23. **ENTIRE UNDERSTANDING**: This use agreement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

24. **TIME**: Time is expressly declared to be of the essence of this use agreement.

25. **INSURANCE REQUIREMENTS**: During the term of this use agreement GRANTEE shall procure and maintain policies of insurance or a certificate of self-insurance for property damage and public liability in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death and property damage on the state land covered by this use agreement. Such policies or certificate shall name the GRANTEE GRANTOR and the State of Florida as coinsured. GRANTEE shall submit written evidence of having procured all insurance policies or certificate required herein prior to the effective date of this use agreement to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. GRANTEE shall purchase or have purchased all policies of such insurance from a financially responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, GRANTEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for liability and property damage coverage. GRANTEE shall be financially responsible for any loss due

to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this use agreement.

26. **RIGHT OF AUDIT**: GRANTEE shall make available to GRANTOR all financial and other records relating to this use agreement and GRANTOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This use agreement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this use agreement, pursuant to Chapter 119, Florida Statutes.

27. **NOTICE**: All notices given under this use agreement shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. The GRANTEE and the GRANTOR hereby designate their address as follows:

GRANTOR: Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

GRANTEE: St. Johns Board of County Commissioners
Sr. Real Estate Coordinator
500 San Sebastian View
St. Augustine, Florida 32084

28. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this use agreement is contingent upon and subject to GRANTEE obtaining all applicable permits and authorizations. Comply with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

29. **GOVERNING LAW**: This use agreement shall be governed by and interpreted according to the laws of the State of Florida.

30. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this use agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this use agreement or any provisions thereof.

31. **TITLE DISCLAIMER**: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.

WITNESSES:

[Handwritten Signature]
Original Signature

J. Lauren Cheatham
Print/Type Name of Witness

[Handwritten Signature]
Original Signature

Laurie Ford
Print/Type Name of Witness

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

(SEAL)

BY: [Handwritten Signature]
Hunter S. Conrad, County Administrator

"GRANTEE"

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of March 26, 2020, by Hunter S. Conrad, as County Administrator, for and on behalf of St. Johns County, Florida, a political subdivision of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Handwritten Signature]
County Attorney

March 26, 2020
Date

[Handwritten Signature]
Notary Public, State of Florida

Laurie Ford
Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____



LAURIE FORD
MY COMMISSION # FF 944828
EXPIRES: April 17, 2020
Bonded thru Budget Notary Services

IN WITNESS WHEREOF, the parties have caused this Use Agreement to be executed on the day and year first above written.

WITNESSES:

Jay Sircy
Original Signature

Jay Sircy
Print/Type Name of Witness

Angel Granger
Original Signature

Angel Granger
Print/Type Name of Witness

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

[Signature] (SEAL)
BY:

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department
of Environmental Protection, as agent for and
on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

“GRANTOR”

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before by means of physical presence or online notarization me this 26th day of March, 2020, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me

APPROVED SUBJECT TO PROPER EXECUTION:

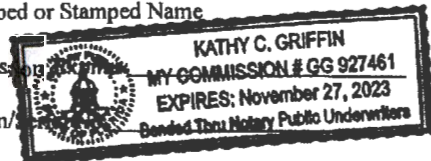
[Signature] 03-25-2020
DEP Attorney Date

[Signature]
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission

Commission/



THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



Data Sources:
1) Sketch & Description
2) Florida Conservation Lands
3) Florida Forever BOT Projects
4) NAVTEQ Roads
5) Bing Aerials

- Use Area
- Florida Forever Project Boundaries
- City/County Managed Conservation Lands



Use-Agreement No. U-0548

St. Johns County, Florida

This Use Agreement was prepared by:
Christopher Crenshaw
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 43119

OAUI
[10.57 +/- acres]

Res 2022-117

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

USE AGREEMENT

Use Agreement Number U-0466

THIS USE AGREEMENT is hereby granted this 29th day of April, 2022, by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as the "GRANTOR", through its lawfully designated agent, the **DIVISION OF STATE LANDS**, Department of Environmental Protection, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, the GRANTEE desires to enter and use state-owned uplands for sand placement.

NOW THEREFORE, for the faithful and timely performance of and compliance with the terms and conditions stated herein, GRANTOR does hereby grant to GRANTEE, a use agreement on state-owned lands described below, to wit:

(See Attached Exhibit "A")(the "Use Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. **COMMENCEMENT:** This use agreement and consent shall commence on April 21, 2022 the effective date of this use agreement and shall be valid for a term of 5 years and shall end on April 21, 2027

3. **EXTENT OF AGREEMENT:** This use agreement covers the use of state-owned uplands in the upland area more particularly described in Exhibit "A" attached hereto, only for the purpose of sand placement and no other use or activity shall be allowed.

4. **USE OF PROPERTY AND UNDUE WASTE:** This use agreement shall be non-exclusive. GRANTOR, or its duly authorized agent, shall retain the right to enter the state land covered by this use agreement or engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the state land subject to this use agreement to third parties during the term of this use agreement.

GRANTEE shall not commit undue waste to the subject state-owned lands. Upon termination or expiration of this use agreement GRANTEE shall maintain or restore, as necessary, said state land to substantially the same condition as it was upon the effective date of this use agreement. GRANTEE shall not remove water from any source on state lands including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of the GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, mud containers, oil containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on the state land covered by this use agreement or on any adjacent state land or in any manner not permitted by law.

Upon termination or expiration of this use agreement and GRANTEE shall remove all facilities and related structures erected at GRANTEE'S expense.

If the lands described in Exhibit "A" are under lease to another agency GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

5. **RIGHT OF INSPECTION:** GRANTEE hereby agrees that GRANTOR, or its duly authorized agent, shall have the right at any and all times to inspect the works and operation of GRANTEE in any matter pertaining to this use agreement.

6. **PROPERTY RIGHTS:** GRANTEE agrees and it is hereby expressly stipulated that this use agreement and consent constitutes permissive use only and the placing of facilities and related structures upon public property pursuant to this use agreement shall not operate to create or vest any property right in said holder and shall not conflict with the conservation, protection and enhancement of said lands.

7. **LIABILITY:** GRANTOR does not warrant or represent that Use Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event GRANTEE subcontracts any part or all of the work performed in the Use Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Use Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **ASSIGNMENT:** This use agreement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

9. **CUTTING OF TREES:** The cutting or removal of trees on the state land covered by this use agreement is prohibited. In the event that in the course of its operations it shall become necessary for GRANTEE to cut or remove trees, such trees shall be cut or removed only after prior written approval has been received from GRANTOR through its representative and in accordance with the directions lawfully given by its representative, and title to all portions of trees so felled or removed shall be and remain in GRANTOR. All brush and refuse that is necessarily cut in the course of GRANTEE'S operations shall be handled and disposed of in such a manner as to minimize the danger of fires, all in accordance with said regulations and the directions of the representative of GRANTOR. Trees subject to this provision shall be, except for cypress trees, three inches in diameter or greater in size at a height of forty-eight inches from the ground at the base of the tree. Cypress trees subject to this provision shall be any cypress tree of two inches in diameter or greater in size at a height of forty-eight inches from the ground at the base

of the cypress tree. However, in no event shall the indiscriminate cutting down, running over or destruction of trees or vegetation of any size be allowed.

10. **TELEPHONE LINES, DITCHES AND FENCES:** All telephone lines, ditches, and fences located within or immediately outside the exterior boundaries of the any state-owned lands shall be protected so far as possible in the conduct of GRANTEE'S operations, and, if damaged by reason of said operations, they shall be repaired immediately by and at the expense of GRANTEE. The representative of GRANTOR may, when in his or her judgment it is necessary to avoid risk of damage by said operations, require GRANTEE to move any such telephone lines or fence from one location to an adjacent location without compensation.

11. **ROADS, TRAILS, FIRE LINES:** Roads, trails, and fire lines shall at all times be kept free of brush and debris resulting from GRANTEE'S operations hereunder. Any road, trail, or firebreak used by GRANTEE in connection with the permitted operations that is damaged (beyond what would be ordinary wear and tear without such use) shall be repaired promptly by GRANTEE at its expense to its original conditions. GRANTEE shall not build any roads or trails without prior written approval of GRANTOR. If any live trees are damaged through carelessness or by fire caused by the employees or contractors of GRANTEE, GRANTEE shall fully compensate GRANTOR for the damage caused thereby.

12. **PREVENTION OF FIRES:** GRANTEE agrees to use every reasonable precaution including, but not limited to, Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS), standards for fire safety on State Forest lands, to prevent the occurrence of forest fires on state lands and to promptly notify the FFS office or nearest of any such occurrence. In the event a forest fire shall commence in the vicinity of GRANTEE'S operations during the period such operations are being conducted, or immediately thereafter, it shall be conclusively presumed that such fire occurred as a result of the operations of GRANTEE, unless the contrary is clearly demonstrated to the satisfaction of GRANTOR by GRANTEE, and GRANTEE hereby agrees to pay GRANTOR for any and all damage caused to state lands by such fire, including but not limited to, costs to suppress such fire; costs for the damage to the timber, trees or other forest products (whether standing, cut or fallen); and costs for the damage to any improvements or personal property thereon, caused by or as a result of such fire. GRANTEE shall, at its expense, replant, restock or reforest any area affected by reason of such fire to the satisfaction of GRANTOR or its LESSEE.

13. **MINERAL RIGHTS:** This use agreement does not cover petroleum or petroleum products or minerals and does not give the right to the GRANTEE to drill for or develop the same.

14. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within the area subject to this use agreement or upon lands adjacent to and used as an adjunct of the lands covered by this use agreement.

15. **BEST MANAGEMENT PRACTICES**: GRANTEE shall implement applicable Best Management Practices in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, for all of the activities conducted under this use agreement, which have been selected, developed, or approved by GRANTOR or other land managing agencies for the protection and enhancement of the state land covered by this use agreement.

16. **ARCHAEOLOGICAL AND HISTORIC SITES**: GRANTEE hereby covenants and agrees that execution of this use agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

17. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the land included in this use agreement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property vested in the GRANTOR including, but not limited to, mortgages or construction liens against the real property covered by this use agreement or against any interest of GRANTOR therein.

18. **BREACH OF COVENANTS, TERMS, or CONDITIONS**: Should GRANTEE breach any of the covenants, terms, or conditions of this use agreement, GRANTOR shall give written notice to GRANTEE to remedy such breach within thirty days of such notice. In the event GRANTEE fails to remedy the breach the satisfaction of GRANTOR within thirty days of receipt of written notice, GRANTOR may either terminate this use agreement and recover from GRANTEE all damages GRANTOR may incur by reason of the breach, including, but not limited to, costs and attorneys' fees or maintain this use agreement in full force and effect and exercise all rights and remedies herein conferred upon GRANTOR.

19. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this use agreement shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

20. **NO WAIVER OF BREACH**: The failure of GRANTOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this use agreement shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of GRANTOR of any one of

the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by GRANTOR.

21. **SOVEREIGNTY SUBMERGED LANDS:** This use agreement does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

22. **DUPLICATE ORIGINALS:** This use agreement is executed in duplicate originals each of which shall be considered an original for all purposes.

23. **ENTIRE UNDERSTANDING:** This use agreement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

24. **TIME:** Time is expressly declared to be of the essence of this use agreement.

25. **INSURANCE REQUIREMENTS:** During the term of this use agreement GRANTEE shall procure and maintain policies of insurance or a certificate of self-insurance for property damage and public liability in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death and property damage on the state land covered by this use agreement. Such policies or certificate shall name the GRANTEE GRANTOR and the State of Florida as coinsureds. GRANTEE shall submit written evidence of having procured all insurance policies or certificate required herein prior to the effective date of this use agreement to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. GRANTEE shall purchase or have purchased all policies of such insurance from a financially responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, GRANTEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for liability and property damage coverage. GRANTEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this use agreement.

26. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this use agreement and GRANTOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This use agreement may be terminated by GRANTOR should GRANTEE fail to allow

public access to all documents, papers, letters or other materials made or received in conjunction with this use agreement, pursuant to Chapter 119, Florida Statutes.

27. **NOTICE**: All notices given under this use agreement shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. The GRANTEE and the GRANTOR hereby designate their address as follows:

GRANTOR: Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

GRANTEE: St. Johns County, Florida
500 San Sebastian View
St. Augustine, Florida 32084

28. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this use agreement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

29. **GOVERNING LAW**: This use agreement shall be governed by and interpreted according to the laws of the State of Florida.

30. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this use agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this use agreement or any provisions thereof.

31. **TITLE DISCLAIMER**: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this use agreement to be executed on the day and year first above written.

WITNESSES:

Michele Stevens
Original Signature

Michele Stevens
Print/Type Name of Witness

Karen Lee Peecy
Original Signature

Karen Lee Peecy
Print/Type Name of Witness

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

BY: [Signature] (SEAL)

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund
of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 29th day of April, 2022, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 02-26-2021
DEP Attorney Date

Audrey Michele Stevens
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____



WITNESSES:

Pam Halterman
Original Signature

Pam Halterman
Print/Type Name of Witness

Natasha McGee
Original Signature

Natasha McGee
Print/Type Name of Witness

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida (SEAL)

BY: [Signature]
Hunter Conrad
County Administrator

"GRANTEE"

STATE OF Florida
COUNTY OF st. Johns

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization this 25 day of April, 2022, by Grace Bradt, as County Administrator, for and on behalf of St. Johns County, Florida, a political subdivision of the State of Florida. He is personally known to me or has produced as identification.

[Signature]
Notary Public, State of Florida

LEGALLY SUFFICIENT
[Signature]
Name
Date: 4/15/22

Printed, Typed or Stamped:
My Commission Expires:
Commission/Serial No.



Exhibit "A"



2019 Aerial Imagery
November 5, 2020

*Board of Trustees of the Internal
Improvement Fund - State Lands
Beach (Re) Nourishment Project
Use Agreement*

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.





*Board of Trustees of the Internal
Improvement Fund - State Lands
Beach (Re) Nourishment Project
Use Agreement*

**Land Management
Systems
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The St. Johns County Real Estate
Division disclaims all responsibility
for the accuracy or completeness
of the data shown herein.



Exhibit "C" to Resolution

This Use Agreement was prepared by:
Karen Lee Reecy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 46095

OAU1
[+/- 19.8 acres]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

USE AGREEMENT

Use Agreement No. U-0480

THIS USE AGREEMENT is hereby granted this 6th day of January, 2023, by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as the "GRANTOR", through its lawfully designated agent, the Division of State Lands, State of Florida Department of Environmental Protection to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, GRANTOR is the owner of the hereinafter described real estate property, commonly known as Anastasia State Park ("Park" or "premises"), which is managed by the State of Florida Department of Environmental Protection, Division of Recreation and Parks ("DRP") under GRANTOR'S Lease Number 3608; and

WHEREAS, the United States Army Corps of Engineers is embarking upon a beach nourishment project (the "project") within the vicinity of the Park in which GRANTEE is the "local sponsor" responsible for obtaining such permissions necessary to complete the work; and

WHEREAS, in undertaking the project, GRANTEE desires to temporarily place and maintain pipeline and equipment and to place dredged materials upon that portion of the Park, as depicted in Exhibit "A" attached hereto and made part hereof; and

WHEREAS, DRP has agreed to the proposed use of the Park under this use agreement.

NOW THEREFORE, for the faithful and timely performance of and compliance with the terms and conditions stated herein, GRANTOR does hereby grant to GRANTEE, a use agreement on state-owned lands described below, to wit:

(See Attached Exhibit "A")(the "Use Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. **COMMENCEMENT:** This use agreement and consent shall commence on January 6, 2023, the effective date of this use agreement, and shall end on September 26, 2026.
3. **EXTENT OF AGREEMENT:** This use agreement covers the use of the premises for the purpose of construction, operation and maintenance of a sand transmission pipeline and placing dredged materials in certain areas within that portion of the Park as depicted in Exhibit "A" of this use agreement. It is understood that heavy equipment will be used to move the pipe, grade and till the beach during the project and at the finish of the project. No other use or activity shall be allowed. All such activities shall be consistent with the Consolidated Joint Coastal Permit Modification and Sovereign Submerged Lands Authorization No. 0295429-003-JN issued by the State of Florida Department of Environmental Protection on September 30, 2016, attached hereto as Exhibit "B" and made a part hereof.
4. **USE OF PROPERTY AND UNDUE WASTE:** This use agreement shall be non-exclusive. GRANTOR, or its duly authorized agent, shall retain the right to enter the state land covered by this use agreement or engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the state land subject to this use agreement to third parties during the term of this use agreement.

GRANTEE shall not commit undue waste to the subject state-owned lands. Upon termination or expiration of this use agreement GRANTEE shall maintain or restore, as necessary, said state land to substantially the same condition as it was upon the effective date of this use agreement. GRANTEE shall not remove water from any source on state lands including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of the GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, mud containers, oil containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on the state land covered by this use agreement or on any adjacent state land or in any manner not permitted by law.

Upon termination or expiration of this use agreement and GRANTEE shall remove all facilities and related structures erected at GRANTEE'S expense.

If the lands described in Exhibit "A" are under lease to another agency GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

5. **RIGHT OF INSPECTION**: GRANTEE hereby agrees that GRANTOR, or its duly authorized agent, shall have the right at any and all times to inspect the works and operation of GRANTEE in any matter pertaining to this use agreement.

6. **PROPERTY RIGHTS**: GRANTEE agrees and it is hereby expressly stipulated that this use agreement and consent constitutes permissive use only and the placing of facilities and related structures upon public property pursuant to this use agreement shall not operate to create or vest any property right in said holder and shall not conflict with the conservation, protection and enhancement of said lands.

7. **LIABILITY**: GRANTOR does not warrant or represent that Use Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event GRANTEE subcontracts any part or all of the work performed in the Use Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Use Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **ASSIGNMENT**: This use agreement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

9. **CUTTING OF TREES:** The cutting or removal of trees on the state land covered by this use agreement is prohibited. In the event that in the course of its operations it shall become necessary for GRANTEE to cut or remove trees, such trees shall be cut or removed only after prior written approval has been received from GRANTOR through its representative and in accordance with the directions lawfully given by its representative, and title to all portions of trees so felled or removed shall be and remain in GRANTOR. All brush and refuse that is necessarily cut in the course of GRANTEE'S operations shall be handled and disposed of in such a manner as to minimize the danger of fires, all in accordance with said regulations and the directions of the representative of GRANTOR. Trees subject to this provision shall be, except for cypress trees, three inches in diameter or greater in size at a height of forty-eight inches from the ground at the base of the tree. Cypress trees subject to this provision shall be any cypress tree of two inches in diameter or greater in size at a height of forty-eight inches from the ground at the base of the cypress tree. However, in no event shall the indiscriminate cutting down, running over or destruction of trees or vegetation of any size be allowed.

10. **TELEPHONE LINES, DITCHES AND FENCES:** All telephone lines, ditches, and fences located within or immediately outside the exterior boundaries of the any state-owned lands shall be protected so far as possible in the conduct of GRANTEE'S operations, and, if damaged by reason of said operations, they shall be repaired immediately by and at the expense of GRANTEE. The representative of GRANTOR may, when in his or her judgment it is necessary to avoid risk of damage by said operations, require GRANTEE to move any such telephone lines or fence from one location to an adjacent location without compensation.

11. **ROADS, TRAILS, FIRE LINES:** Roads, trails, and fire lines shall at all times be kept free of brush and debris resulting from GRANTEE'S operations hereunder. Any road, trail, or firebreak used by GRANTEE in connection with the permitted operations that is damaged (beyond what would be ordinary wear and tear without such use) shall be repaired promptly by GRANTEE at its expense to its original conditions. GRANTEE shall not build any roads or trails without prior written approval of GRANTOR. If any live trees are damaged through carelessness or by fire caused by the employees or contractors of GRANTEE, GRANTEE shall fully compensate GRANTOR for the damage caused thereby.

12. **PREVENTION OF FIRES:** GRANTEE agrees to use every reasonable precaution including, but not limited to, Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS), standards for fire safety on State Forest lands, to prevent the occurrence of forest fires on state lands and to promptly notify the FFS office or nearest of any such occurrence. In the event a forest fire shall commence in the vicinity of GRANTEE'S operations during the period such operations

are being conducted, or immediately thereafter, it shall be conclusively presumed that such fire occurred as a result of the operations of GRANTEE, unless the contrary is clearly demonstrated to the satisfaction of GRANTOR by GRANTEE, and GRANTEE hereby agrees to pay GRANTOR for any and all damage caused to state lands by such fire, including but not limited to, costs to suppress such fire; costs for the damage to the timber, trees or other forest products (whether standing, cut or fallen); and costs for the damage to any improvements or personal property thereon, caused by or as a result of such fire. GRANTEE shall, at its expense, replant, restock or reforest any area affected by reason of such fire to the satisfaction of GRANTOR or its LESSEE.

13. **MINERAL RIGHTS:** This use agreement does not cover petroleum or petroleum products or minerals and does not give the right to the GRANTEE to drill for or develop the same.

14. **NON-DISCRIMINATION:** GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within the area subject to this use agreement or upon lands adjacent to and used as an adjunct of the lands covered by this use agreement.

15. **BEST MANAGEMENT PRACTICES:** GRANTEE shall implement applicable Best Management Practices in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, for all of the activities conducted under this use agreement, which have been selected, developed, or approved by GRANTOR or other land managing agencies for the protection and enhancement of the state land covered by this use agreement.

16. **ARCHAEOLOGICAL AND HISTORIC SITES:** GRANTEE hereby covenants and agrees that execution of this use agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

17. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the land included in this use agreement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property vested in the GRANTOR including, but not limited to, mortgages or construction liens against the real property covered by this use agreement or against any interest of GRANTOR therein.

18. **BREACH OF COVENANTS, TERMS, OR CONDITIONS:** Should GRANTEE breach any of the covenants, terms, or conditions of this use agreement, GRANTOR shall give written notice to GRANTEE to remedy such breach within thirty days of such notice. In the event GRANTEE fails to remedy the breach the satisfaction of GRANTOR within thirty days of

receipt of written notice, GRANTOR may either terminate this use agreement and recover from GRANTEE all damages GRANTOR may incur by reason of the breach, including, but not limited to, costs and attorneys' fees or maintain this use agreement in full force and effect and exercise all rights and remedies herein conferred upon GRANTOR.

19. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this use agreement shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

20. **NO WAIVER OF BREACH**: The failure of GRANTOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this use agreement shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of GRANTOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by GRANTOR.

21. **SOVEREIGNTY SUBMERGED LANDS**: This use agreement does not authorize any use of lands located waterward of the erosion control line, or mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

22. **DUPLICATE ORIGINALS**: This use agreement is executed in duplicate originals each of which shall be considered an original for all purposes.

23. **ENTIRE UNDERSTANDING**: This use agreement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

24. **TIME**: Time is expressly declared to be of the essence of this use agreement.

25. **INSURANCE REQUIREMENTS**: During the term of this use agreement GRANTEE shall procure and maintain policies of insurance or a certificate of self-insurance for property damage and public liability in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death and property damage on the state land covered by this use agreement. Such policies or certificate shall name the GRANTEE, GRANTOR and the State of Florida as coinsureds. GRANTEE shall submit written evidence of having procured all insurance policies or certificate required herein prior to the effective date of this use agreement to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. GRANTEE shall purchase or have purchased all policies of such insurance from a financially responsible insurer duly authorized

to do business in the State of Florida. In lieu of purchasing insurance, GRANTEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for liability and property damage coverage. GRANTEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this use agreement.

26. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this use agreement and GRANTOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This use agreement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this use agreement, pursuant to Chapter 119, Florida Statutes.

27. **NOTICE:** All notices given under this use agreement shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. The GRANTEE and the GRANTOR hereby designate their address as follows:

GRANTOR: Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

GRANTEE: St. Johns County, Florida
500 San Sebastian View
Saint Augustine, Florida 32084

28. **COMPLIANCE WITH LAWS:** GRANTEE agrees that this use agreement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

29. **GOVERNING LAW:** This use agreement shall be governed by and interpreted according to the laws of the State of Florida.

30. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this use agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this use agreement or any provisions thereof.

31. **TITLE DISCLAIMER:** GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.

32. **SPECIAL CONDITIONS:** The following special conditions shall apply to this use agreement:

A. Notwithstanding the requirements of Paragraph 8, GRANTOR and GRANTEE recognize and agree that some or all of the activities permitted under this use agreement may be performed by GRANTEE or GRANTEE'S contractor under separate agreement with GRANTEE. Such performance by GRANTEE'S contractor does not create or impose any duty or responsibility between GRANTOR and GRANTEE, nor does it relieve GRANTEE of any duty, responsibility, or liability under this use agreement.

B. Any rights exercised by GRANTOR, or its duly authorized agent, pursuant to Paragraph 5 herein, shall be coordinated with GRANTEE prior to any inspection.

C. GRANTEE shall meet for a mandatory pre-work conference with the manager of the Park ("Park Manager") or Park Manager's designee within two (2) weeks after the project has been awarded to a contractor. Issues to discuss will include, but not be limited to, park access, operations, visitor safety, animal protection and relocation, vegetation restoration after demobilization, and other resource protection and management issues. GRANTEE shall also coordinate with the Park Manager for future weekly meetings during the sand placement and dredging events to discuss these and any other issues that may arise, including visitor safety, and resource management.

D. GRANTEE agrees that sand placement events within the Park shall only occur between August 31st and March 15th. GRANTEE shall conduct sand placement at the Park between August 31st and March 15th within the approved disposal areas as depicted in Exhibit "A", attached hereto and made part hereof. All sand placement and demobilization activities, including the removal of pipeline from the Park, must be concluded by March 15th, per each sand placement event. If this is not possible, the GRANTEE will make a request to the Park Manager to adjust this schedule to accommodate all needs.

E. GRANTEE shall provide to the Park Manager and the Park's district biologist ("District Biologist") clear written notification of the planned dredging and sand placement schedule at least seventy-five (75) days prior to the start date of construction, so that the sea turtle nest relocations can be planned carefully and unnecessary sea turtle relocations can be avoided.

- F. GRANTEE shall notify the Park Manager and District Biologist at least four (4) weeks prior to mobilizing equipment and piping so that the protected Anastasia Island Beach Mouse trapping can be completed in the impacted areas.
- G. GRANTEE shall notify the Park Manager twenty-four (24) hours in advance before commencing pumping operations or changing staging areas.
- H. GRANTEE shall meet with the Park Manager or designee regarding after hour permits for entering the Park during after Park operating hours.
- I. GRANTEE shall keep fuel and other poisonous, hazardous, or flammable liquids, and powders in a double walled container with a catch basin, and conduct refueling operations within the approved refueling area only.
- J. GRANTEE shall establish a safe zone by providing signs and fencing as needed to prevent access the project area and to areas worked by heavy equipment.
- K. GRANTEE shall follow the Park Manager's instructions concerning specific Park rules with special regards to protection of the Park's plants, animals, natural resources, vehicular traffic, and visitors. GRANTEE shall take all necessary safety measures as determined by Park Manager to ensure the safety of Park visitors during all dredging processes.
- L. If needed, GRANTEE shall provide and maintain crossings for vehicular and pedestrian access over sections of the pipeline. The number of crossings and locations will be determined on site by the GRANTEE and the District Biologist prior to the project award. However, once the project has begun, additional crossings or underpasses for shorebirds may be required, should shorebirds nest and fledge their young on the landward side of the pipeline. GRANTEE agrees to cooperate with the Park Manager and District Biologist to determine where the additional crossings and underpasses will go.
- M. GRANTEE shall implement appropriate protection measures as described in the permit attached hereto as Exhibit "B" and as requested by the Park Manager and District Biologist as long as active shorebird nests or chicks remain in the Use Area. To help ensure fledgling success during the project, such measures may include elevating sections of the pipeline to allow chicks access to the shoreline and modifying travel and movement of equipment and machinery in areas of known shorebird chicks.
- N. GRANTEE shall work cooperatively with the Park Manager and District Biologist to resolve issues regarding safety, access, or environmental concerns resulting from this project.
- O. GRANTEE shall ensure all construction equipment and personnel stay one hundred (100) feet seaward of posted shorebird areas to prevent any disturbance to nesting shorebirds and the potential abandonment of nests and young.
- P. Prior to laying the pipeline or storing materials and equipment in the Use Area, GRANTEE shall survey between the frontal dune and Salt Run in the vicinity of proposed pipeline placement or stockpile areas to document existing grade and vegetation.

Damages caused by the installation or removal of the pipeline, or by breach of the pipeline during sediment pumping operations, shall be restored by GRANTEE with all affected areas restored to pre-existing conditions. This may include removal of accidentally deposited materials, restoring grade, and planting native vegetation in the areas of damage. Vegetation shall be replaced with plants of same species or, by authorization of the Park Manager and District Biologist with other indigenous salt resistant vegetation suitable for beach and dune stabilization. Existing beach and dune vegetation shall be disturbed only to the minimum extent necessary for construction, construction access, and other permitted activities as determined at the pre-construction meeting between GRANTEE and the Park Manager or other representatives of DRP.

Q. GRANTEE shall contact the State of Florida Department of State, Division of Historical Resources ("DHR") to determine if a certified archaeological monitor is required to be on-site for all ground-disturbing activities. Further, GRANTEE shall provide written confirmation to the Park Manager that the aforementioned determination from DHR has been obtained. Should an on-site monitor be required, the GRANTEE shall provide one at its sole cost and expense. DHR may be contacted directly at (850) 245-6333.

R. GRANTEE shall ensure that access to the Park or any portion of the Park is not disrupted while construction is underway or at any time during the term of this use agreement. In the event, due to the nature of activities related to the project, it becomes necessary to disrupt access to the Park or a portion of the Park for a limited period of time, GRANTEE, at its sole cost and expense, shall provide reasonable alternative access to the disrupted areas.

S. GRANTEE shall stop work in the event the Park Manager or Park Manager's designee observes conditions in which the general public or cultural and natural resources are deemed to be in imminent danger. GRANTEE shall be instructed to stop work on that particular activity. However, the Park Manager or Park Manager's designee may only stop that particular activity which is the source of danger and not the entire operation. The Park Manager will also notify GRANTEE'S contracting officer or project manager if such an event should occur.

T. GRANTEE shall ensure that all stationary and mechanized equipment to be used in the Park has been thoroughly cleaned to help prevent invasive species from entering the Park. The Park Manager reserves the right to inspect and deny Park access to equipment that has not been sufficiently cleaned.

U. GRANTEE shall clear, remove, and pick up debris, including but not limited to, mud containers, oil containers, papers, discarded tools and trash foreign to the work locations and dispose of the same offsite in such a manner as to leave the Use Area clean and free of any such debris on a daily basis.

V. GRANTEE shall ensure that lighting on offshore or onshore equipment shall be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all requirements of the United States Coast Guard, United States Army Corps of Engineers Manual EM 385-1-1, and United States Department of Labor, Occupational Safety and Health Administration ("OSHA"). Light intensity shall be reduced to the minimum standard required by OSHA for General Construction areas, in order not to misdirect sea turtles. Shields shall be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the Use Area.

W. GRANTOR, Park Manager, or Park Manager's designee shall, for the term of this use agreement, satisfy all requirements of Marine Turtle Protection Specific Conditions outlined in the permit attached hereto as Exhibit "B" and as required by the Florida Fish and Wildlife Conservation Commission. This includes relocating naturally deposited sea turtle nests that occur in the Use Area, for a 65-day period prior to sand placement. The GRANTEE shall notify the Park Manager and District Biologist of any changes to the project schedule, so that the relocation period can be revised accordingly and impacts to sea turtle nests minimized.

X. GRANTEE shall be responsible for any post-project repairs, maintenance, revegetation, tilling, including escarpment removal. Additionally, GRANTEE shall notify the Park Manager twenty-four (24) hours in advance before commencing any of the above listed activities.

Y. GRANTEE shall provide GRANTOR at least ninety (90) days advance notice should GRANTEE wish to extend the term of this Use Agreement.

Z. GRANTEE shall comply with all the terms and conditions as set forth in this Use Agreement and permit no. 0295429-002-JC, dated September 26, 2011, and any subsequent permit modifications.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this use agreement to be executed on the day and year first above written.

WITNESSES:

Tiana D. Brown
Original Signature

Tiana D. Brown
Print/Type Name of Witness

Celeda Wallace
Original Signature

Celeda Wallace
Print/Type Name of Witness

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

[Signature] (SEAL)

BY: [Signature]
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund
of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by X physical presence or online notarization this 6th day of January, 2023 by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Approved Subject to Proper Execution
BY: [Signature] 01-05-2023
DEP Attorney Date

Tiana D. Brown
Notary Public, State of Florida

Printed, Typed or Stamped Name
My Commission Expires: _____
Commission/Serial No. _____



WITNESSES:

Original Signature

Damon Douglas
Print/Type Name of Witness

Kelly McTaggart
Original Signature

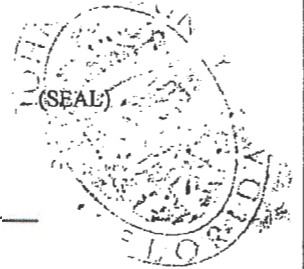
Kelly McTaggart
Print/Type Name of Witness

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

BY:

Original Signature of Executing

Christian Whitehurst, Chair
Print/Type Name of Executing Authority and Title



OFFICIAL SEAL

Attest By:

Robin L. Platt

Robin L. Platt

Print/Type Name

Deputy Clerk

Title

“GRANTEE”

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6th day of January 2023, by Christian Whitehurst, as Chair, for and on behalf of the Board of County Commissioners of St. Johns County, Florida. He is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

LEGALLY SUFFICIENT

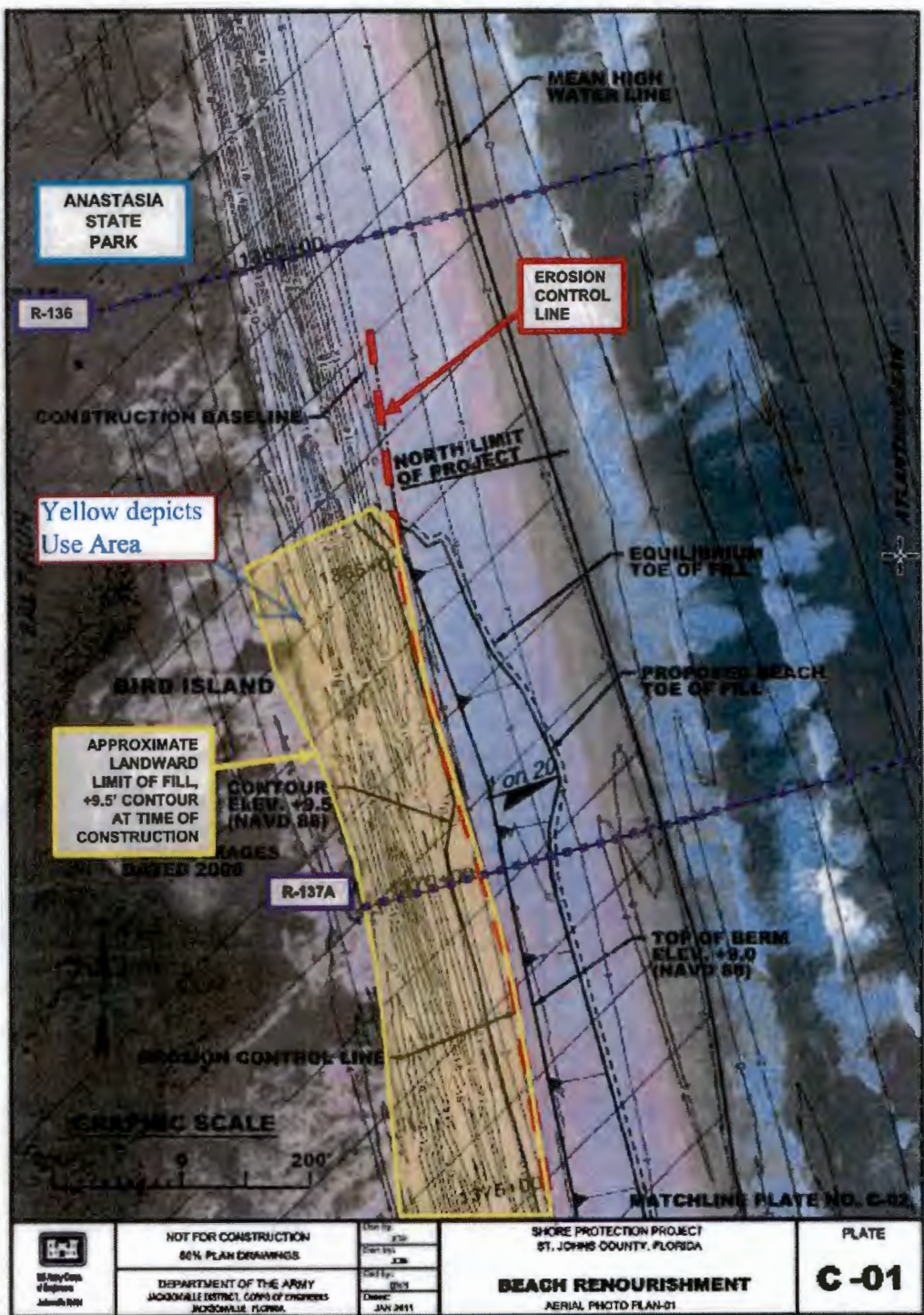
LEX TAYLOR III
Name


Date: 1/6/2023



KELLY MCTAGGART
Commission # HH 168723
Expires August 24, 2025
Bonded Thru Budget Notary Services

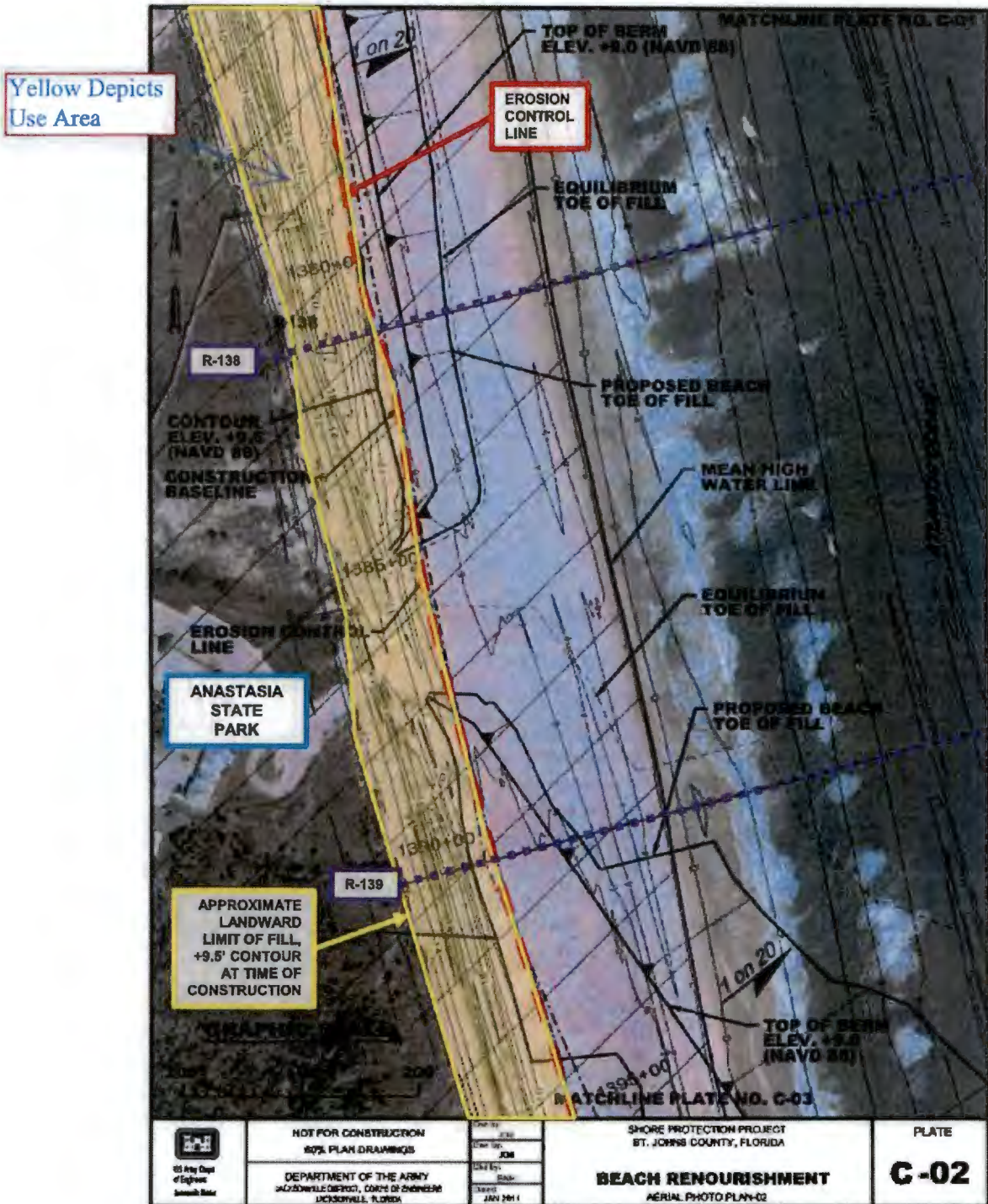
EXHIBIT - "A"



 US Army Corps of Engineers Jacksonville, FL	NOT FOR CONSTRUCTION 80% PLAN DRAWINGS	Date by: JTB Date by: JTB Date by: JTB Date: JAN 2011	SHORE PROTECTION PROJECT ST. JOHN'S COUNTY, FLORIDA BEACH RENOURISHMENT AERIAL PHOTO PLAN-01	PLATE C-01
	DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT, CORPS OF ENGINEERS JACKSONVILLE, FLORIDA			

PERMIT # 295429002

EXHIBIT - "A"



Yellow Depicts Use Area

ANASTASIA STATE PARK

APPROXIMATE LANDWARD LIMIT OF FILL, +9.5' CONTOUR AT TIME OF CONSTRUCTION

<p>US Army Corps of Engineers Anastasia Beach</p>	<p>NOT FOR CONSTRUCTION 50% PLAN DRAWINGS</p>	<p>DATE: 2011 JOB: JOM SCALE: 1"=200' DATE: JAN 2011</p>	<p>SHORE PROTECTION PROJECT ST. JOHNS COUNTY, FLORIDA</p>	<p>PLATE C-02</p>
	<p>DEPARTMENT OF THE ARMY WATERWAYS DIVISION, CORPS OF ENGINEERS DICKSONVILLE, FLORIDA</p>	<p>BEACH RENOURISHMENT AERIAL PHOTO PLAN-02</p>		

PERMIT # 295429002

EXHIBIT - "A"



EXHIBIT "B"



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

September 30, 2016

Paul Karch
Environmental Branch
U.S. Army Corps of Engineers
P.O. Box 4970
Jacksonville FL 32232

Permit Modification No. 0295429-003-JN
Permit No. 0295429-002-JC, St. Johns County
St. Johns County Beach Nourishment

Dear Mr. Karch:

Your request to modify Permit No. 0295429-002-JC was received on January 15, 2016, and has been reviewed by Florida Department of Environmental Protection (Department) staff. Permit No. 0295429-002-JC was issued on September 26, 2011 for a term of 10 years. The permit authorizes a one-time dredging of the St. Augustine Inlet ebb shoal borrow (which occurred in 2012) and periodic dredging of the federal navigation channel and Vilano Point. You have requested to update the permit to also allow for periodic dredging of the ebb shoal borrow within the volume limitations established in the *Inlet Management Plan (IMP) for St. Augustine Inlet*, which was adopted pursuant to Sections 161.142 and 161.143, Florida Statutes and the Settlement Agreement for OGC Case No. 11-0680 on September 19, 2011.

You also seek to extend the expiration date of the permit by five years in accordance with Rule 62B-49.011(5), Florida Administrative Code (F.A.C.), and to update the Department's outdated contact information.

For additional background, please see the *Consolidated Notice Of Intent To Issue Joint Coastal Permit And Authorization To Use Sovereign Submerged Lands* for Permit No. 0295429-002-JC at the following website:

ftp://ftp.dep.state.fl.us/pub/ENV-PRMT/st_john/issued/0295429_St_Johns_County_Shore_%20Protection/002_JC/Intent/Intent%20St%20Johns%20SPP%20Nourishment%204-20-11.pdf

Notice of Permit Modification
Permit Modification No. 0295429-003-JN
St. Johns County Beach Nourishment
Page 2 of 7

Staff Assessment

At the time the permit was issued, the IMP did not yet exist. The IMP was subsequently established in close cooperation with the public including all parties to the above-referenced settlement agreement and was finalized without challenge. The IMP apportions the volume of sand taken from the inlet ebb shoal to be used as a supplemental sand source to construct and maintain beach nourishment projects to the north and south of the St. Augustine Inlet. The referenced permit (i.e., Permit No. 0295429-002-JC) only applies to the beach south of the inlet (i.e., the St. Johns County Beach Nourishment). Modifying this permit to allow for the allotted volume to be placed to the south will in no way affect the sand allotment for the north, which is expected to occur in the future.

Extending the expiration date of the existing permit from September 26, 2021 to September 26, 2026 is consistent with Rule 62B-49.011(5), F.A.C. When the existing 10-year permit was issued, the duration of a Joint Coastal Permit (JCP) was limited to a maximum of 10 years. However, on November 19, 2015, Rule 62B-49.011(5), F.A.C., was revised to allow the Department to extend the duration of an active JCP for up to 15 years.

Updating the contact information is a necessary modification as the Department and the permittee prefer to exchange information via electronic mail to increase efficiency and responsiveness.

After thorough review of your application, staff has determined that the proposed modification does not increase the potential for adverse impact on the coastal system, public beach access seaward of the mean high water line or nesting sea turtles and hatchlings and their habitat, and that the proposed alteration does not reduce the design adequacy of the project. Furthermore, the modification does not change the project purpose or siting, and will not result in the addition or removal of any structures or a seaward advancement of the project.

Modification

Based on the foregoing, **IT IS HEREBY ORDERED**, that Permit No. 0295429-002-JC is modified as follows (~~strike throughs~~ are deletions, underlines are additions):

PERMIT INFORMATION:

Permit Number: 0295429-002-JC

Project Name: St. Johns County Beach Nourishment

County: St. Johns

Issuance Date: September, 26, 2011

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Notice of Permit Modification
Permit Modification No. 0295429-003-JN
St. Johns County Beach Nourishment
Page 3 of 7

Expiration Date: September 26, ~~2026~~ 2021

PROJECT DESCRIPTION:

The authorized activity is to ~~periodically place approximately 2.1 million cubic yards of sand on~~ the St. John's County, Florida Federal Shore Protection Project on St. Augustine Beach. The sand will be dredged from the St. Augustine Inlet as described below. Fill placement shall not exceed the berm templates shown in the permit drawings and shall not exceed the volume limitations stated in the St. Augustine Inlet Management Plan (IMP) approximately 2.1 million cubic yards. ~~This ten (10)-year permit is limited to a one-time use of the ebb shoal borrow area, unless otherwise authorized by a formal permit modification approved by the Department or through another process authorized by State law.~~ The elevation of the beach berm will be approximately +9.0 feet NAVD 88, with a seaward slope of 1:20 (vertical:horizontal). The dredged material will be transported via pipeline to the beach placement site. The first borrow areas to be dredged shall be from within the Federally-authorized navigation channels, a 200-ft widener along the south side of the navigation channel, and that portion of Vilano Point (also referred to as Porpoise Point) that encroaches into the navigation easement. After all available material from within these areas has been transported to the beach, then dredging shall commence at the southern boundary of the borrow area in the south lobe of the ebb shoal and proceed north through any or all the various sub-areas, but dredging shall not extend north of the navigation channel.

SPECIFIC CONDITIONS:

2. All reports or notices relating to this permit shall be sent to the ~~DEP, Bureau of Beaches and Coastal Systems, Department's~~ JCP Compliance Officer, ~~3900 Commonwealth Boulevard, Mail Station 300, Tallahassee, Florida 32399-3000~~ (e-mail address: JCPCompliance@dep.state.fl.us).
6. **Pre-Construction Conference.** The Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, Bureau of Beaches & Coastal Systems
JCP Compliance Officer
Mail Station 300
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

www.dep.state.fl.us

Notice of Permit Modification
Permit Modification No. 0295429-003-JN
St. Johns County Beach Nourishment
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phone: (850) 414-7716
fax: (850) 414-7725
e-mail: JCPCompliance@dep.state.fl.us

DEP Northeast District Office
Submerged Lands & Environmental Resources
7825 Baymeadows Way
Suite B200
Jacksonville, FL 32256-3560
phone: (904) 256-1700
fax: (904) 448-4366
email: meng.lim@dep.state.fl.us

Imperiled Species Management Section
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
phone: (850) 922-4330
fax: (850) 921-4369
email: marine.turtle@myfwc.com

41. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than 29 NTUs above the corresponding background turbidity levels, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the Department's **Bureau of Beaches and Coastal Systems (BBCS)** in Tallahassee via email **JCP Compliance Officer** at [JCP Compliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us) and include in the subject line, "TURBIDITY EXCEEDANCE", along with the Project Name and Permit Number. Also **notify the Department's Northeast District office.**

By copy of this letter, we are notifying all necessary parties of the modification. The only parts of the permit that are altered by this modification are those stated above. This letter must be attached to the original permit.

PUBLICATION OF NOTICE

The Department has determined that the proposed activity, because of its size, potential effect on the environment or the public, controversial nature, or location, is likely to have a heightened public concern or likelihood of request for administrative proceedings. Therefore, pursuant to Subsection 373.413(4), F.S. and section 5.5.5.3 of Applicant's Handbook, Volume I, you (the applicant) are required to publish at your own expense this permit modification (Modification

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Notice of Permit Modification
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St. Johns County Beach Nourishment
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No. 0295429-003-JN). The notice is required to be published one time, in the legal ad section in a newspaper or newspapers of general circulation in the areas affected. For the purpose of this rule, "publication in a newspaper of general circulation in the area affected" means publication in a newspaper meeting the requirements of Sections 50.011 and 50.031, F.S., in the county where the activity is to take place. The applicant shall provide proof of publication to:

Robert.Halbert@dep.state.fl.us

The proof of publication shall be provided to the above email within 30 days of issuance of intended agency action, or within 21 days of the date of publication, whichever occurs sooner. Failure to publish the notice and provide proof of publication within the allotted time shall be grounds for denial of the modification.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in further modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

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- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

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Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Bobby Halbert by email at Robert.Halbert@dep.state.fl.us or by telephone at (850) 245-7667.

Sincerely,




Lainie Edwards, Ph.D.
Program Administrator
Beaches, Inlets and Ports Program
Division of Water Resource Management

cc: Michael Hollingsworth, USACE
Jason Harrah, USACE
Bobby Halbert, DEP
Greg Garis, DEP
Tom Edwards, DEP
Roxane Dow, DEP
Marshall Flake, DEP
Marty Seeling, DEP
Ken Oertel, Oertel, Fernandez, Bryant &
Atkinson, P.A.

Bob Brantly, DEP
Kevin Bodge, Olsen Associates
DEP Northeast District
Chad Stevens, DEP
Janet Tashner, DEP
marineturtle@myfwc.com
Neal Shinkre, St. Johns County
Tom Turnage, President, SPV-VBPA
Guy Weeks, DEP

FILING AND ACKNOWLEDGMENT

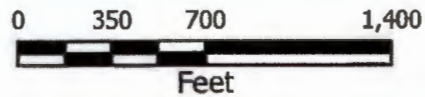
FILED, on this date, pursuant to Section 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

 Deputy Clerk
09/30/2016
Date

www.dep.state.fl.us



- - Erosion Control Line
- Landward Fill Area



Anastasia SP - Beach Nourishment
Project AID46095
Use Agreement No. U-0480
St. Johns County, Florida

This Easement was prepared by:
XXXXXXXXXXXX
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. XXXXXXXXXXX

OAE1
[+/- 0.00 acres]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

EASEMENT

Easement Number XXXXX

THIS EASEMENT, made and entered into this _____ day of _____, 20____, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and _____, (Grantee Description) hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the _____ under Lease Number _____ ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for (DESCRIBE PURPOSE OF EASEMENT); and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in _____ County, Florida, to-wit:

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM:** The term of this easement shall be for a period of _____ years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to (DESCRIBE USE OF EASEMENT), upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT:** This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.
11. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
12. **SOVEREIGNTY SUBMERGED LANDS:** This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.
13. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.
14. **TIME:** Time is expressly declared to be of the essence of this easement.
15. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.
16. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.
17. **AUTOMATIC REVERSION:** This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.
18. **RECORDING OF EASEMENT:** GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which

contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. **GOVERNING LAW**: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

21. **SPECIAL CONDITIONS**: The following special conditions shall apply to this easement:

(ADD ANY SPECIAL CONDITIONS HERE. IF THERE ARE NO SPECIAL CONDITIONS DELETE THIS PARAGRAPH.)

[Remainder of page intentionally left blank; Signature page follows]

DRAFT

IN WITNESS WHEREOF, the parties have caused this **easement** to be executed on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of
Florida Department of Environmental Protection,
as agent for and on behalf of the Board of
Trustees of the Internal Improvement Trust Fund
of the State of Florida

LESSOR/GRANTOR"

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me, by _____ physical presence or _____ online notarization this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Approved Subject to Proper Execution:

BY: _____

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

LESSEE/GRANTEE

(SEAL)

BY: _____

Original Signature of Executing Authority

Typed/Printed Name of Executing Authority and Title

“LESSEE/GRANTEE”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization
this _____ day of _____, 20____, by _____, as _____, for and on behalf
of _____. He/she is personally known to me or who has produced _____, as
identification.

DRAFT

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

EXHIBIT "A"

DRAFT



Ponte Vedra
Use Agreement No. U-0466

Vilano Beach
Use Agreement No. U-0458

St. Augustine Beach
Use Agreement No. U-0480



2024 Aerial Imagery
Date: 4/4/2025

**Use Agreements
State of Florida**



**Land Management
Systems**
(904) 209-0790

Disclaimer:
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