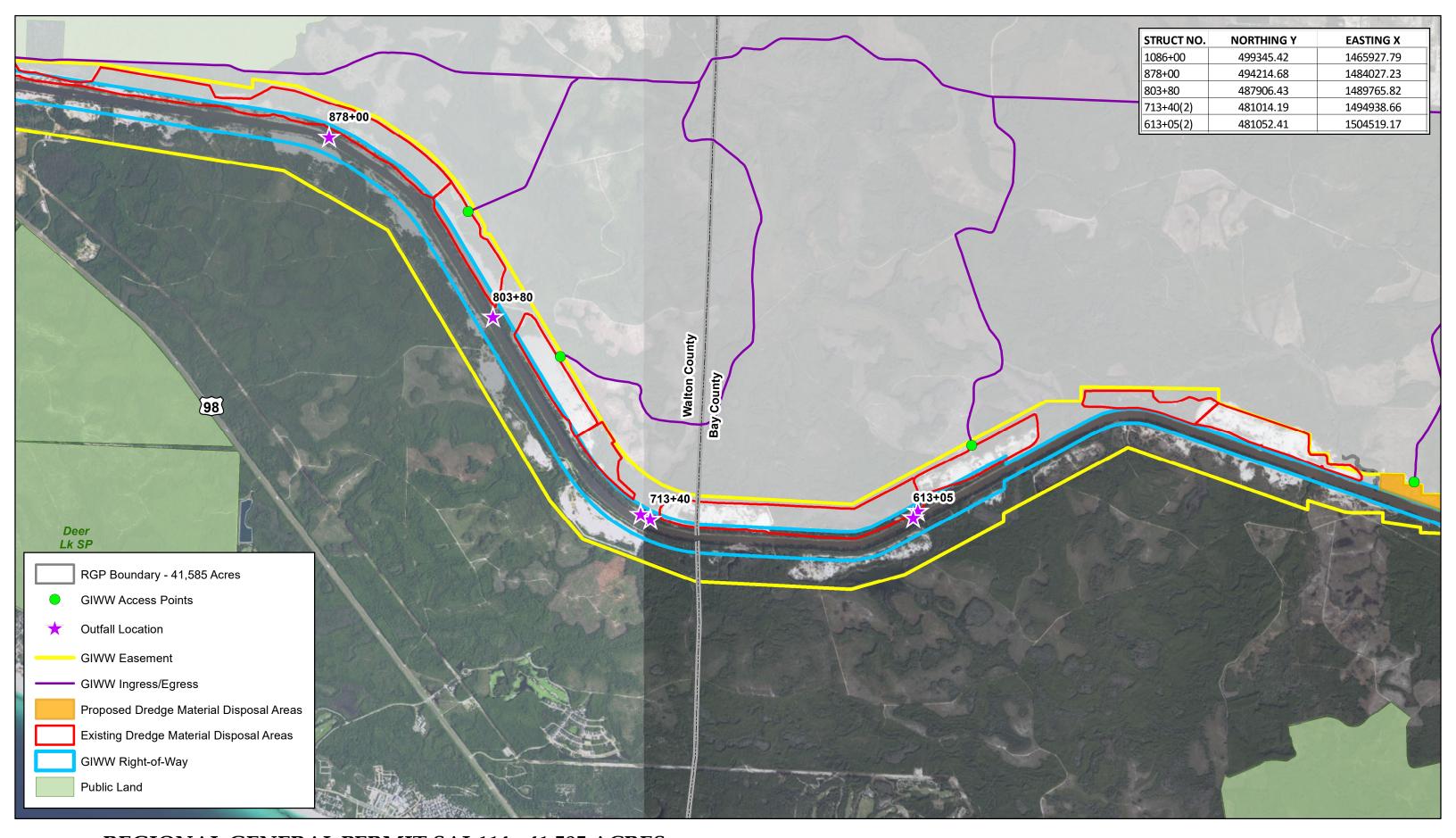




REGIONAL GENERAL PERMIT SAJ-114 - 41,585 ACRES GIWW ROW, DMDAs, VEHICULAR ACCESS POINTS, AND OUTFALL LOCATIONS MAPS

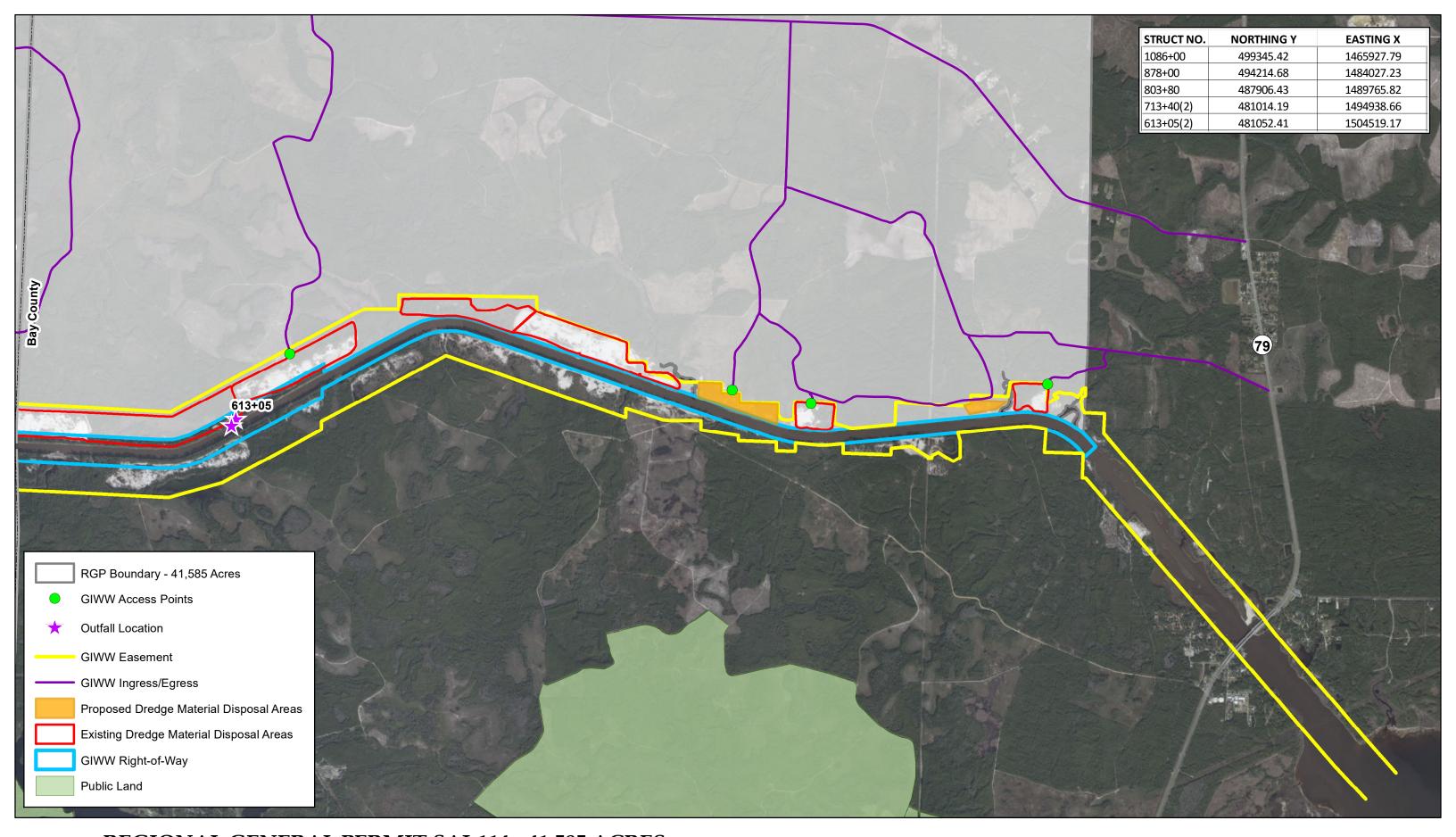
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REGIONAL GENERAL PERMIT SAJ-114 - 41,585 ACRES GIWW ROW, DMDAs, VEHICULAR ACCESS POINTS, AND OUTFALL LOCATIONS MAPS

1 in = 1 miles 1:36,000





REGIONAL GENERAL PERMIT SAJ-114 - 41,585 ACRES GIWW ROW, DMDAs, VEHICULAR ACCESS POINTS, AND OUTFALL LOCATIONS MAPS

1 in = 1 miles 1:36,000

Conditions for work adjacent to the Gulf Intracoastal Waterway, right-of-way, dredge material disposal easements, and vehicular access points

- 1. Any structure or work located in or within 100 feet of a dredge material disposal easement and/or the Gulf Intracoastal Waterway Right-of-way (GIWW ROW) may be subject to the federal government's right of navigational servitude. These areas, as depicted on Exhibit 31 are utilized during operation and maintenance of the Intracoastal Waterway. The Permittee is advised that during maintenance dredging of the Intracoastal Waterway, the federal government (Government) and/or its contractors will place dredge material in these disposal areas. The Government may make reasonable effort to avoid placing dredge material in such a manner as to hinder the functionality of structures or work. However, dependent upon the amount of maintenance dredging required, the dredge material may be placed in such a manner that the structure or work may be adversely affected by and/or buried under dredge material. The Permittee understands and agrees to neither hold nor pursue claim against the Government for any loss of use of, or damage to, said permitted structure by the Government's actions taken in furtherance of navigation.
- 2. No less than 30 days prior to any work within the GIWW ROW, (as depicted on exhibit, 31), plans shall be submitted to, and approved by, the Corps of Engineers, Mobile District, Operations Division, Panama City Site Office (CESAM-OP-GE), for approval. Approval will be in the form of a CONSENT TO CROSS U.S. GOVERNMENT EASEMENT, similar to the attached, which includes a hold harmless clause to the Government for any damage to the proposed improvements and/or injury to personnel utilizing these improvements.
- 3. Projects that involve permanent or temporary changes to, removal of, or closure of, any of the vehicular access points as depicted on exhibit 31, must include a plan to provide the Government with alternate access during any periods where these vehicular access points will be affected. At least 30 days prior to any work on these vehicular access points, plans shall be provided to, and shall be approved by CESAM-OP-GE.
- 4. No permanent structures or utilities (including water fountains, light poles, electric or water lines, etc.) are authorized within the GIWW ROW, as depicted on Exhibit 31 or within the dredge material disposal easements depicted Exhibit 31 without prior written approval from CESAM-OP-GE.
- 5. The following structures are allowed in the dredge material disposal easements with the limitations noted:

- a. Roads and walkways, provided they are not constructed of asphalt and/or concrete, and are not constructed on the slope of levees or dikes.
- b. Benches, picnic tables and other recreational structures, provided they are easily removable. (i.e., legs not buried or concreted in the ground)
- c. Landscaping, consisting of trees, shrubs, flowers, etc.
- d. Small shelters such as kiosks, shaded benches etc. are allowed, provided they are mounted in a way that allows for easy removal.
- e. Elevated boardwalks, provided they are not within the GIWW ROW.
- f. Self-contained lighting modules that do not require utility infrastructure (i.e. battery operated solar lights). Any lighting erected adjacent to the GIWW ROW must be shielded in such a manner as to not blind pilots on vessels transiting the GIWW.

DEPARTMENT OF THE _____ CONSENT TO CROSS U. S. GOVERNMENT EASEMENT AT

No. DACW
KNOW ALL MEN BY THESE PRESENTS:
That the consent of the United States is hereby granted to
hereinafter designated as grantee, to construct, use, maintain, control, operate and repair a, herein referred to as "structure", across, over and under the lands where the United States has acquired a perpetual
easement identified as Tract(s) No(s),
Parcel(s), located as shown on Exhibit "A" attached hereto and made a part hereof and described as follows:
This consent is granted subject to the following conditions:
1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the grantee from the necessity of obtaining grants from the owners of the fee and/or other interests therein.
2. That the proposed construction authorized herein shall not be commenced until appropriate rights shall have been obtained by the grantee from the record owners and encumbrancers of the fee title to the lands involved.
3. That the exercise of the privileges hereby consented to shall be without cost or expense to the Department of the, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer," and subject to such regulations as may be prescribed by the District Commander,, District, from time to time, including, but not limited to, the specific conditions, requirements and specifications set forth in Exhibit "B" attached hereto and made a part hereof.
4. That the grantee shall supervise and maintain the said structure and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said structure or the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the

grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

- 5. That any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the grantee shall, if so required by the said officer and at his option, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.
- 6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.
- 7. That this consent is effective only as to the following rights of the United States in the lands hereinabove described.
- 8. That the United States shall in no case be liable for any damage or injury to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations under taken by the Government, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the United States require the alteration or removal of the structure herein authorized, the grantee shall, upon due notice from the Chief of Engineers, Department of Army, alter or remove said structure without expense to the Government and subject to the supervision and approval of the officer having jurisdiction over the property and no claim for damages shall be made against the United States on account of such alterations or removal.
- 9. That construction and/or operation maintenance and use of said structure incident to the exercise of the privileges hereby granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights, nor to endanger lives and safety of the public.

10. That this consent may be terminated by the Secretary of the _	upon
reasonable notice to the grantee if the Secretary of the	_ shall determine that
installation to which consent is hereby granted interferes with the u	ise of said land or any
part thereof by the United States, and this consent may be annulled	d and forfeited by the
declaration of the Secretary of the for failure to comply	with any and all of
the provisions and conditions of this consent, or for nonuse for a pe	eriod of two years, or

for abandonment.

consent here	in granted, tl	he grantee shal	II vacate the premise	orfeiture or annulment of es, remove all property of on satisfactory to the	
officers havin	ng immediate	e jurisdiction ove	er the property. If th	e grantee shall fail or	
				s, then, at the option of the	
				ecome the property of the iry of the ma	
cause it to be	e removed ar	nd the premises	s to be so restored a	at the expense of the	•
				s, or its officers or agents	,
snall be crea	ted by or ma	de on account	of such removal and	d restoration.	
				nd to and be binding upor	า
the heirs, suc	cessors and	d assigns of the	grantee.		
13. That the	grantee with	nin the limits of l	his respective legal	powers shall comply with	all
			vernmental regulation		
real property	•		ronment and all other	er matters as they relate t	Ю.
roal proporty	intorooto gre	antou Horonii.			
				r permit to be removed or	
	•	_		r cultural artifacts, relics, ems are discovered on th	ne.
•	•		notify the District Co		.0
	fth. a aliat			rial shall be protected by t	
•		•	ororessional examinated by the District Co	ation of them can be mad mmander	ie
or arm ordare	ando to proot	304 10 44H10H20	a by the Blother Go	Timandor.	
•				e herein to "Secretary",	
				r" shall include their duly I include assignees,	
	•	authorized rep	•	. morado doorginoco,	
16 Morgor o	Nauco Drior	to the evecution	n of this consont th	o following conditions wo	ro
			——————————————————————————————————————	e following conditions we	ıe
				·,	
This consen	t is not sub	ject to Title 10	, U.S.C., Section 2	662.	
IN WITNESS	WHEREOF	, I have hereun	to set my hand, by	authority of the Secretary	of
the	this	day of		20	
	_, uno	uay u			

NAME OF EXECUTING OFFICIAL

Real Estate Division
U.S. Army Corps of Engineers
______District

DEPARTMENT OF THE ARMY CORPS OF ENGINEERS _____ DISTRICT (Project) Tract No. _____ No. DACW_____

CONSENT TO EASEMENT STRUCTURES

WHEREAS, the United States has acquired a perpetual easemover Tract(s) No(s),, (Project/Installation)	
which is recorded in Deed Book, Page, in the records	of
County, (State) .	Oi
County, (State).	
(DELETE THE FOLLOWING WHEREAS, IF NOT APPLICABLE)	
WHEREAS, said easement grants to the United States the right of prior ap	provol
•	•
for any structure to be located within the easement area, which area is under the	€
administrative control of the District, Corps of Engineers;	
WHEREAS, the United States has been requested to give consent for (the construction / placement / location of)
on the above identified tract (s).	
NOW THEREFORE the Heited Otates handle since as a sent to	
NOW THEREFORE, the United States hereby gives consents to	
for (the construction / placement / location of	
	at the
location shown on Exhibit "A" attached hereto;	

PROVIDED HOWEVER, that this consent is subject to the following conditions:

- 1. All activities conducted on the premises shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.
- 2. The giving of this consent does not in any way subordinate the United States prior easement rights. The United States shall in no case be liable for any damage or injury to the structures herein consented to, which may be caused by any action of the United States under its easement, or that may result from future operations undertaken by the United States, and no claim or right to compensation shall accrue from such exercise of the United States' easement rights.
 - 3. The United States shall not be responsible for damages to property or injuries

to	persons which may	arise from	or be	incident to	the	exercise	of the	consented	activity.
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premises are concerned; required on account of an not eliminate the necessit be required pursuant to th March 1899 (30 Stat. 115 U.S.C. □ 1344) or any oth	s effective only insofar as the rights of the United States in the and the consentee shall obtain such permission as may be y other existing rights. It is understood that this consent does y for obtaining any Department of the Army permit which may be provisions of Section 10 of the Rivers and Harbors Act of 3 1; 33 U.S.C. \square 403), Section 404 of the Clean Water Act (33 her permit or license which may be required by Federal, state, connection with the use of the premises.
5. (INSERT SITE SI	PECIFIC CONDITIONS)
	EOF, I have hereunto set my hand by authority of the day of
	NAME OF EXECUTING OFFICIAL
	Real Estate Division U.S. Army Corps of Engineers
	District

Witness

THIS CONSENT is also execute	ed by the grantee this day of
,	
	NAME OF EXECUTING OFFICIAL
	Real Estate Division
	U.S. Army Corps of Engineers
	District

THIS CONSENT is also e	xecuted by the Grantee this	day of
	·	
	NAME OF EXECUTING OFFIC	IAL
	Title Line1	
	Title Line 2	

ACKNOWLEDGMENT

STATE OF	_)
: ss	•
undersigned Notary Public, personal known to me to be the person descented the same in the canonial contained.	,, before me the ally appeared, ribed in the foregoing instrument, who acknowledged apacity therein stated and for the purposes therein have hereunto set my hand and official seal.
	Notary Public
	My Commission Expires:
	[SEAL]

ACKNOWLEDGMENT

STATE OF		
COUNTY OF	: SS)
		,, before me the
undersigned Nota	ry Public, perso	onally appeared
		, Real Estate Division, U.S. Army Engineer
District,		_, known to me to be the person described in the
foregoing instrume	ent, who ackno	wledged that he executed the same in the capacity
therein stated and	I for the purpos	es therein contained.
IN WITNES	S WHEREOF,	I have hereunto set my hand and official seal.
		·
		Notary Public
		My Commission Expires:
		[SEAL]

Department of the Army Regional General Permit (RGP) SAJ-114 and

Florida Department of Environmental Protection Bay-Walton Ecosystem Management Agreement (EMA) Individual Project Approval Checklist

Completion of this Individual Project Approval Checklist is required to demonstrate project compliance with the requirements of Regional General Permit (RGP) SAJ-114 and the EMA as indicated in Special Condition 19. In order for a proposed project to qualify for authorization under RGP SAJ-114 and under the EMA, all applicable responses must be marked "Yes" or Non-applicable (N/A).

	Yes	No	N/A	
1.				Was a draft application submitted to the appropriate agency representatives two weeks prior to the individual project approval meeting pursuant to Special Condition 19? Date of draft application submittal: Date of individual project approval meeting:
2.				Was a complete application to the Corps for this project made using the form "Joint Application for Environmental Resource Permit/Authorization to Use State-Owned Submerged Lands/Federal Dredge and Fill Permit", Form #62-330.060(1) or other permit application form acceptable to the Corps and FDEP?
3.				Were exhibits provided which show the specific location of the proposed project and confirm that the proposed project is located within the RGP area boundaries (1"=200' or other appropriate scale)?
4.				RGP SAJ-114 only authorizes Section 404 activities. Are all regulated activities associated with the proposed project located: 1) in Section 404 waters only, or 2) if there are associated Section 10 activities, will these Section 10 activities be evaluated separately as a NWP, GP, LOP or IP?

5.		Does the application include a written scope of the project which describes the type of project and confirms that it comports with activities authorized by the RGP (i.e. the proposed project is a type of residential, commercial, recreational, or institutional development)?
6.		Are project wetland delineations in accordance with the most recent guidance and wetland delineation manual or manual supplement issued by the Corps (which as of this date is the Interim Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Atlantic and Gulf Coastal Plain Region (2010)), or the State of Florida methodology prescribed in Chapter 62-340, F.A.C., Delineation of the Landwater Extent of Wetlands and Surface Waters (whichever is the most landward line of wetlands)?
7.		Have Corps wetland delineation data sheets and a completed Preliminary Jurisdictional Determination Form (Exhibit 26) been completed, signed, and included for the project?
8.		Have all wetlands on the project site been identified as either altered or high quality wetlands?
9.		Do all wetlands identified as altered wetlands on the proposed project site consist of hydric pine plantations as shown on the aerial photo dated March 2013 (Exhibit 5), non-Section 10 ditches, or non-Section 10 borrow pits; and were confirmed by a combination of remote sensing and ground-truthing; and has a March 2007 aerial photo been included indicating the project boundary?
10.		Have altered wetlands as shown on the aerial dated March 2013 (Exhibit 5) been subjected to ongoing silviculture activities within the past 5 years from the pre-application meeting?
11.		Do proposed direct impacts to altered wetlands comply with the 23% limit as specified in Special Conditions 5.a. of the RGP?

12.		Are high quality wetland impacts limited to impact types allowed by Special Condition 5.b.(1). (Road and bridge crossings, boardwalks and paths, linear infrastructure including stormwater conveyances but not stormwater ponds, utility corridors, and any other linear access facilities necessary to support the associated development)?	
13.		Has consideration of the following factors been demonstrated by the Applicant for determining if bridging or directional boring of the high quality wetlands is practicable: 1) the degree of water flow within the wetland, 2) the length of the wetland crossing, 3) the topography of the wetland and associated upland, and 4) the degree to which a roadway would adversely affect the movement of wildlife expected to use the wetland?	
14.		If impacts to high quality wetlands are proposed to exceed 100 feet in width of combined filling or clearing for a road crossing, has need been adequately demonstrated by the Applicant?	
15.		Was first preference for each new high quality wetland road crossing location given to existing silviculture road crossings?	
16.		If road crossings at locations other than existing silviculture road crossings are proposed, was the crossing designed and constructed to minimize wetland impacts?	
17.		For each road crossing proposed at a point where no previous silviculture road crossing existed, will an existing silviculture road crossing within the same sub-watershed be removed and the wetland connection restored?	
18.		Overall, do the application's drawings and other exhibits that document and show the number, type, location, and acreage of all wetland impacts sufficiently confirm that the proposed project fully complies with this RGP?	
19.		Has the Applicant avoided placing fill material in wetlands for septic tanks or drainfields?	
20.		Will only clean fill and rock material compatible with existing soils (e.g., soil, rock, sand, marl, clay, stone, and/or concrete rubble) be used for wetland fills?	

21.		Has the Applicant demonstrated that wetland fill will not sever a jurisdictional connection or isolate a jurisdictional area?	
22.		If the site includes/abuts high quality wetlands, will all high quality wetlands within the project site include preserved buffers (except at road crossings), which on an individual impact site basis, are comprised of uplands and/or converted wetlands and are on average 50 feet wide, with a minimum 30-foot width, and will the buffers be placed under a conservation easement?	
23.		If the site abuts a Conservation Unit, has an analysis been made regarding any natural streams or tributaries located within the Conservation Unit, as to the width of required buffers to be preserved between the stream or tributary and the proposed work on the site; is the preserved buffer a minimum of 100 feet in width as measured from the edge of the stream or tributary to the proposed work; is the preserved buffer included in the site plan; and if a portion of a buffer is located within a site, will it be placed under a conservation easement?	
24.		Except for the control of exotic plant species, will the application of fertilizers, herbicides, or pesticides be prohibited in all preserved buffers?	
25.		Will compensatory mitigation for individual project wetland impacts be satisfied within one or more of the following: 1) mitigation banks; 2) Conservation Units; or 3) within the project site?	
26.		If the project includes compensatory mitigation located within the Conservation Units or on individual project sites, does the proposed compensatory mitigation plan comply with the requirements of 33 CFR Part 332, "Compensatory Mitigation for Losses of Aquatic Resources"?	
27.		Were direct wetland impacts associated with the proposed project and the compensatory mitigation to offset those direct wetland impacts calculated in terms of functional units (FU), as determined using the Uniform Mitigation Assessment Method (UMAM) with each acre of impact to converted wetlands assessed at 0.53 FU, and each acre of impact to unconverted wetlands assessed at 0.87 FU or in the case when a Wetland Rapid Assessment Method (WRAP) only credited mitigation bank is used, was each acre of impact to converted wetlands assessed at 0.65 FU, and each acre of impact to unconverted wetlands assessed at 0.92 FU?	

28.		Will the compensatory mitigation be implemented concurrent with or before proposed project impacts?
29.		Conservation Units (CUs): If the proposed project or a portion of the project is located within the EMA area, and in a sub-watershed in which one of the CUs is located, will The St. Joe Company place perpetual conservation easements with the DEP as the grantee on portions of CUs equal to the percentage of the total acreage of approved projects in the affected sub-watershed per the following calculation: Using the EMA area only, divide the total approved site acreage within an approved project boundary in a sub-watershed (including impact and preserved area) by the total developable acreage of land within the sub-watershed times the total acres within the corresponding sub-watershed's CUs?
30.		Will perpetual conservation easements with the DEP as the grantee, be placed on wetlands not authorized for impact on each project site (including offsite preservation areas to meet the 23% altered wetland requirement) following individual project approval, but prior to commencing any activities authorized by this RGP (or according to the timeframe specified as a special condition in the project specific approval); and does the proposed conservation easement comport with Exhibit 25 of the RGP?
31.		For projects that include off-site preservation of altered wetlands, are the boundaries of the off-site preservation area reasonable and include intermixed and adjacent unconverted wetlands?
32.		For compensatory mitigation conducted outside of a mitigation bank, will a perpetual conservation easement with the DEP as the grantee, be placed on the mitigation area prior to commencing any activities authorized by this RGP on the individual project for which the mitigation is approved (or according to the timeframe specified as a special condition in the project specific approval); and does the proposed conservation easement comport with Exhibit 25 of the RGP?
33.		Has a set of signed and sealed stormwater management system plans been submitted by a Florida registered professional to the DEP for review as required by Part III, Section D of the ERP application?

34.		Does the application include a signed statement by a Florida registered professional certifying that the project conforms to Chapter 62-330 F.A.C. and Applicant's Handbook, Volumes 2, to the additional level of treatment as set forth in the EMA, and to the heightened sediment erosion control measures (Exhibit 2)?	
35.		Was documentation of coordination with SHPO provided?	
36.		If required by the SHPO, did the applicant conduct a Phase I archeological and historical survey on the proposed project site?	
37.		If required, will measures identified to avoid, minimize or mitigate adverse impacts to historic properties listed, or eligible for listing in the <i>National Register of Historic Places</i> , or otherwise of archeological or historical, be made special conditions of the RGP authorization for the proposed project?	
38.		Was documentation provided with respect to the Bald Eagle (<i>Haliaeetus leucocephals</i>) that states whether or not a bald eagle's nest is located on or in the vicinity of the project site?	
39.		If a bald eagle's nest occurs within 660 feet of a project, has the applicant followed the U.S. Fish and Wildlife Service's May 2007 National Bald Eagle Management Guidelines? Has the applicant contacted the Florida Fish and Wildlife Conservation Commission for recommendations relative to Florida's Bald Eagle Management Plan and Permitting Guidelines to ensure the project is consistent with the provisions of Rule 68A-16.002, Florida Administration Rule? Have appropriate protections been incorporated in the project and documentation provided showing how the appropriate protections will be implemented?	

40.		Has documentation of coordination with the FWC regarding any needed fish and wildlife surveys for the project area, and any measures needed to avoid, minimize, or mitigate adverse impacts to state listed/protected fish and wildlife species and their habitats including any plan to obtain a permit if required by Chapter 68A-27, F.A.C. been provided?
41.		Has an updated ledger balance sheet demonstrating compliance with the RGP been submitted in accordance with Special Condition 14?
42.		If the project is located within a Conservation Unit for an activity listed in Special Conditions 12.d (4), (6), (9), (11), and 12.e, has the Checklist for Activities Requiring Conservation Unit Project Approval within Type I and Type II Conservation Units (Exhibit 22) been completed and provided?
43.		If the project is located within 100 feet of the Gulf Intracoastal Waterway or its right-of-way as depicted on Exhibits 31, 32, and 33, has the Applicant followed the "Conditions for work adjacent to the Gulf Intracoastal Waterway, right-of-way, dredge material disposal easements, and vehicular access points"?

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Branch, at Post Office Box 4970, Jacksonville, Florida 32232-0019. If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3131.

Department of the Army Permit Num	nber:	
2. Permittee Information:		
Name:		
Address:		
3. Project Site Identification (physical lo	ocation/address):	
4. As-Built Certification: I hereby certify by Special Conditions to the permit, has the Army permit with any deviations not observation, scheduled, and conducted supervision. I have enclosed one set of Signature of Engineer	s been accomplished in accord ed below. This determination by me or by a project represe	dance with the Department of is based upon on-site entative under my direct
Oignature of Engineer	rame (r leade type)	
(FL, PR, or VI) Reg. Number	Company Name	
City	State	ZIP
(Affix Seal)		
Date	Telephone Number	

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):