

**ECOSYSTEM MANAGEMENT AGREEMENT FOR BAY-WALTON SECTOR PLAN  
BOUNDARY MAP**

*Exhibit 1  
June 2016*



1 in = 1 miles  
1:60,000

1                   **St. Joe Ecosystem Management Agreement**  
2                   **For Bay County and Walton County, Florida**

3                   **Bay-Walton Sector Plan**

4  
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1 the Agreement Area will be subject to conservation, including substantial wetlands  
2 systems when combined with upland conservation areas. This will substantially minimize  
3 direct and secondary impacts and comprehensively address cumulative impacts.

4  
5 6. Subsection 403.0752(2), F.S. provides that an ecosystem management agreement  
6 may be entered into by DEP and regulated entities when DEP determines that:

7  
8 a. implementation of such an agreement meets all the applicable standards  
9 and criteria, so that there is a NEB to the subject ecosystem more favorable than  
10 operation under applicable rules;

11 b. entry into such an agreement will not interfere with DEP's obligations  
12 under any federally delegated or approved program;

13 c. implementation of the agreement will result in a reduction in overall risks  
14 to human health and the environment as compared to activities conducted in the  
15 absence of the agreement; and

16 d. the regulated entity has certified to DEP that it has in place internal  
17 environmental management systems or alternative internal controls sufficient to  
18 implement this Agreement.

19 DEP has determined that these requirements of subsection 403.0752(2) F.S. are satisfied  
20 by the approach outlined in this Agreement.

21  
22 **II. Agreement Overview**

23 This Agreement addresses regulatory approvals for development of St. Joe owned lands  
24 which constitute a 28,327 acre tract of land in Bay County and Walton County, identified  
25 as the Agreement Area on **Exhibit 1**. Specifically, this Agreement sets forth the  
26 procedures and criteria to be followed by DEP and St. Joe both for pre-application  
27 meetings and for procedures for application submittal, review and approval for individual

1 projects within the Agreement Area, as well as coordination with federal agencies and  
2 notice to the public.

3  
4 Execution of the Agreement by DEP shall constitute final agency action for Environmental  
5 Resource Permitting (E.R.P.), pursuant to Chapters 403 and 373, F.S. and Chapter 62-330  
6 F.A.C. and the accompanying Applicant's Handbooks, Volumes 1 (General and  
7 Environmental) and 2 (Design Requirements for Stormwater Management Systems –  
8 Water Quantity and Water Quality). This Agreement is the sole mechanism, with the  
9 exception of lands conveyed to the Florida Department of Transportation (FDOT), used by  
10 St. Joe to obtain authorization to conduct the specific activities, as set forth in Article VI,  
11 within the Agreement Area. Although FDOT is encouraged to use this agreement to  
12 permit activities within the EMA boundaries, they are capable of applying separately using  
13 the rules in place at the time of application. If the FDOT submits an application absent the  
14 use of this agreement, the application will still be evaluated using the criteria set forth in  
15 this document to the fullest extent practicable. The St. Joe Company, through conveyance  
16 of property, transaction, or other agreement with FDOT agrees to calculate impacts  
17 associated with FDOT projects in accordance with the established caps and developable  
18 criteria associated with high quality and altered wetlands. For FDOT projects, DEP and  
19 The St. Joe Company agree that any impacts to high quality wetlands which are approved  
20 by DEP will apply to the high quality wetland cap contained in the EMA; and for every 1  
21 acre of impact to altered wetlands as approved by DEP, 3.35 acres of altered wetlands shall  
22 be conserved within the same sub-watershed.

23  
24 This Agreement constitutes a finding that reasonable assurance has been provided that the  
25 activities described herein when conducted pursuant to the conditions of this Agreement,  
26 including the obligation to provide the additional level of treatment as set forth in Article  
27 VII and to adhere to the Sediment and Erosion Control NEB Criteria set forth in **Exhibit 2**,  
28 meet or exceed the substantive criteria of Chapter 62-330 F.A.C and Applicant's  
29 Handbooks, Volumes 1 and 2. This Agreement also constitutes certification of compliance  
30 with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C and  
31 a finding of consistency with Florida's Coastal Zone Management Program, as required by  
32 Section 307 of the *Coastal Zone Management Act* (CZMA). Prior to construction,

1 individual projects must demonstrate compliance with the conditions of this Agreement  
2 under the individual project approval process set forth in Article IX. This Agreement does  
3 not constitute approval by the Board of Trustees of the Internal Improvement Trust Fund to  
4 conduct activities on sovereign submerged lands. Such approval, if needed, must be  
5 obtained separately by St. Joe prior to conducting any activities on sovereign submerged  
6 lands.

### 8 **III. Description of Agreement Area & Ecosystem Characteristics**

9 Located within the Lower Choctawhatchee and St. Andrews Bay Watersheds, the  
10 Agreement Area encompasses approximately 28,327 acres of property, (see **Exhibit 1**).  
11 General cardinal boundaries are the portion of the Bay-Walton Sector Plan that is located  
12 north of the Intracoastal Waterway (ICW). The Bay-Walton Sector Plan is depicted in the  
13 Bay County and Walton County Comprehensive Plans. The boundaries are in  
14 unincorporated Bay County and unincorporated Walton County, Florida. The Agreement  
15 Area has been divided into six (6) sub-watersheds. Sub-watersheds are shown on **Exhibit**  
16 **3**.

### 18 **IV. EMA Process**

19 The St. Joe Company has extensive landholdings in northwest Florida, some of which it  
20 intends to develop, requiring E.R.P. permits. In 2004, DEP and St. Joe entered into an  
21 Ecosystem Management Agreement for property located in Bay and Walton Counties. In  
22 2015, DEP and St. Joe entered into a second Ecosystem Management Agreement for  
23 42,889 acres in West Bay, Bay County, Florida. Also, in 2015, St. Joe received state and  
24 local approval for the Bay-Walton Sector Plan covering approximately 110,500 acres of St.  
25 Joe owned property. In June 2015 St. Joe approached DEP, CORPS, and other  
26 commenting agencies to begin discussions to determine whether lands within the Bay-  
27 Walton Sector Plan were appropriate for a third Ecosystem Management Agreement due  
28 to the significant development plans within the area. The effort to develop this Agreement  
29 was modeled on the development of the previous Ecosystem Management Agreements and

1 ACOE’s SAJ-105, a federal document. Meetings commenced in June 2015, and have been  
2 held on a regular basis until the execution of this Agreement. Early in the discussion, it  
3 was recognized that a more comprehensive approach to the evaluation and regulation of  
4 the development within the Bay-Walton Sector Plan is necessary to deal with the expected  
5 development in the area. This process would benefit the environment and the economy by  
6 streamlining regulation. The ensuing discussions were guided by an interagency team of  
7 senior staff representatives from the CORPS, DEP, Environmental Protection Agency  
8 (EPA), U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation  
9 Commission (FWC), and The St. Joe Company. The interagency team defined and  
10 developed a series of issues, including: wetland delineation, wetland functional quality,  
11 identification of permitting and mitigation for watershed basins and sub-basins, cumulative  
12 and secondary impacts, impact assessment, impact amounts, types of impacts, impact  
13 clustering, mitigation, buffers, stormwater treatment, and federal and state listed/protected  
14 species. The team conducted workshops and extensive field inspections, including  
15 evaluation of wetland functional assessments, flatwoods salamander habitat assessments  
16 and field verification of GIS data.

## 17 18 **V. Conservation Units**

19 Central to this Agreement is the concept of “Conservation Units”, areas of high quality  
20 habitat and landscape function, which have been identified and are to be excluded from  
21 development. Conservation Units include areas of uplands and wetlands. In this  
22 Agreement, Conservation Units have been divided between Type I Conservation Units,  
23 which contain 5,946 acres and Type II Conservation Units, which contain 3,849 acres  
24 (refer to **Exhibit 4**). All Conservation Units are designated as Long Term Conservation in  
25 a portion of the Bay-Walton Sector Plan. This land use precludes development, but does  
26 permit certain recreational facilities and activities. Type I Conservation Units are of higher  
27 quality habitat and function than Type II Conservation Units. As a result, not all of the  
28 land uses allowed by this Agreement in Type II Conservation Units will be allowed in  
29 Type I Conservation Units.

1 The thirteen (13) Conservation Units within the Agreement Area are identified on **Exhibits**  
2 **5-17**. Future development will be planned and designed to accommodate and complement  
3 the Conservation Units, in order to maximize their habitat values and functions. As  
4 community and economic development occurs within the Agreement Area, the  
5 Conservation Units and open space within individual project sites will be designed with  
6 connective qualities, primarily to link Conservation Units. Over time, this will increase the  
7 value of the Conservation landscape within the Agreement Area. These Conservation  
8 Units link wildlife corridors and protected upland/wetland habitats from Pine Log State  
9 Forest to Choctawhatchee Bay.

10  
11 Five ecological criteria were adopted by the interagency team to analyze and select  
12 appropriate areas for inclusion in Conservation Units: Regional Significance, Biodiversity,  
13 Water Quality, Essential Fish Habitat and Nursery/Living Marine Resources (see **Exhibits**  
14 **5-17 – Conservation Unit Maps & Descriptions**). Many of these Conservation Units  
15 have been altered to planted pine plantations, but are restorable to more natural conditions.  
16 Their specific locations were chosen based on their present and potential contributions to  
17 the ecosystems in and surrounding the Agreement Area. The Conservation Units within  
18 this EMA were approved by the state as well as both Bay County and Walton County as  
19 Long Term Conservation land use under the Bay-Walton Sector Plan. Conservation Units  
20 may only be used for mitigation/conservation purposes and limited recreational purposes.

21  
22 Conservation Units are to be used for conservation purposes, wetland or habitat mitigation,  
23 limited recreational purposes, sustainable forestry and other uses, activities and facilities as  
24 allowed in Type I Conservation Units and Type II Conservation Units as set forth below.  
25 Activities which would result in “Land Disturbance” are prohibited, except those as  
26 allowed in Type I Conservation Units and Type II Conservation Units as set forth below.  
27 “Land Disturbance” is defined as “any manmade change of the land surface, including  
28 removing vegetative cover that exposes the underlying soil, excavating filling, grading,  
29 grubbing, discing, blading, contouring, ripping, root raking and includes areas covered by  
30 impervious surfaces such as roofs, concrete and asphalt. No wells shall be installed within  
31 the Conservation Units”.

1  
2 TYPE I CONSERVATION UNITS - The uses and activities allowed in Type I  
3 Conservation Units are limited to the following:

4  
5 1. Wetland and upland habitat enhancement and restoration.

6  
7 2. Forest management, which shall be conducted through sustainable forestry, uneven  
8 age management regimes and best management practices, in accordance with, and as  
9 defined in the Principles for Forest and Wildlife Management of Conservation Units within  
10 the Bay-Walton Sector Plan Ecosystem Management Agreement and RGP SAJ-114  
11 (“Forest and Wildlife Management Plan”, see **Exhibit 18**). No timbering of cypress or  
12 wetland hardwoods or clear cutting is permitted except as allowed in the Forest and  
13 Wildlife Management Plan.

14  
15 3. Hunting, fishing and birding.

16  
17 4. Passive recreational facilities including hiking and biking trails, boardwalks,  
18 gathering shelters, restrooms, camping platforms, horseback trails and hitching areas and  
19 other facilities of a similar nature. These facilities shall result in no more than minimal  
20 impacts. Trails and boardwalks may cross wetlands, but must be minimized to the  
21 maximum extent practicable. All other facilities must be located in uplands.

22  
23 5. Wetland mitigation as required by any future permit.

24  
25 6. Green Burial Council certified *Conservation Burial Grounds*. This level of  
26 certification employs burial/scattering programs that aid in the restoration, acquisition  
27 and/or stewardship of natural areas.

28  
29 7. Reinstitution of fire regime, including necessary firebreaks, which mimics natural  
30 conditions.

31

1 8. Linear utilities and infrastructure facilities, which shall be defined as (i) electric  
2 transmission, collection and/or distribution lines, (ii) water transmission, collection and/or  
3 distribution lines, (iii) sewer transmission, collection and/or distribution lines, (iv) natural  
4 gas transmission, collection and/or distribution lines, (v) data and/or telecommunications  
5 transmission, collection and/or distribution lines (phone, cable, fiber optics, internet), and  
6 (vi) stormwater conveyances, but not stormwater ponds. In addition, ancillary facilities  
7 that are part of and support the linear utilities and infrastructure facilities described above  
8 shall be allowed. All linear utilities and infrastructure facilities shall, when practical, be  
9 co-located with road crossings and be installed by direct bore methods. The linear  
10 infrastructure shall be subject to the criteria and wetland impact limitations as set forth in  
11 sub-paragraph 3 of Article VII below.

12  
13 9. Activities needed to maintain, in current condition, existing access, roads and  
14 ditches within and through the Conservation Units. These allowable maintenance  
15 activities do not include activities to relocate such access, roads and ditches.

16  
17 10. Nature centers, including single access roads. A Leadership in Energy and  
18 Environmental Design (“LEED”) certification of silver or higher must be obtained for any  
19 enclosed structures. Nature centers may only be located in uplands. Access roads to serve  
20 nature centers must comply with paragraph 3 of Article VII below and paragraph 12  
21 below.

22  
23 11. Within buffers that are required to be preserved by the Individual Project Approval  
24 and that are part of the property, construction of boardwalks for dock access and on-grade  
25 trails will be permitted. Also, application of fertilizers, herbicides and pesticides is  
26 authorized to the extent fertilizers, herbicides and pesticides are used to control exotic plant  
27 vegetation within the buffers.

28  
29 TYPE II CONSERVATION UNITS - The uses, activities and facilities allowed in Type II  
30 Conservation Units include all the uses, activities and facilities set forth above in Article  
31 V, and also include the following:

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1. Road and bridge crossings to support associated development. All crossings in wetlands shall be designed so that the hydrologic conveyance is not reduced or impaired. Bridging is required wherever practicable. The following factors shall be considered when determining if bridging of the 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. Road and bridge crossings shall be designed and constructed to minimize wetland and upland impacts and must comply with paragraph 3 of Article VII below.

2. Certain recreational facilities to include boat ramps, fishing piers, parks picnic areas and pavilions, playgrounds/tot lots, nature facilities, but excluding any sports or ball fields, including baseball fields, soccer fields, tennis courts, basketball courts and golf courses. In addition, parking facilities are allowed, but shall be constructed with pervious surfaces, unless it is impractical to use pervious surfaces, in which event impervious surfaces may be used. Boat ramps, fishing piers and access roads may cross wetlands, but must be minimized to the maximum extent practicable. All other facilities may only be located in uplands. Access roads to serve recreational uses and activities must use existing roads to the maximum extent practicable and otherwise must comply with paragraph 3 of Article VII below and paragraph 11 above.

The total number of acres that can be impacted within Type 1 and Type 2 Conservation Units by Land Disturbance associated with activities allowed by subparagraphs 4, 6, 8 and 10 of Article V related to Type I Conservation Units and subparagraphs 11 and 12 of Article V related to Type II Conservation Units is 98.5 acres, which is 1% of the total number of acres within the Conservation Units. The following activities listed in the referenced subparagraphs shall not be subject to the Land Disturbance restriction: pervious non-motorized recreational trails, such as hiking, bikinghorseback riding trails and boardwalks. Areas which are temporarily disturbed by activities in the referenced subparagraphs will not count toward the 98.5 acre cap, if

1 restored within one (1) year of the disturbance. The number of acres subjected to Land  
2 Disturbance shall be reported on a sub-watershed basis in the required annual reports. Any  
3 proposed Land Disturbance acreage within altered wetlands in a Type I or Type II  
4 Conservation Unit shall be offset by an equal acreage amount consisting of preserved  
5 altered wetlands outside of the Conservation Unit but located in the same sub-watershed.  
6 Direct impacts to altered wetlands within Conservation Units shall be conducted  
7 consistent with the applicable provisions in Article VII. Any proposed Land Disturbance  
8 acreage within uplands in a Type I or Type II Conservation Unit shall be offset by an equal  
9 acreage amount consisting of preserved upland buffers outside of the Conservation Unit  
10 but located in the same sub-watershed. This offset shall be included in the individual  
11 project approval that approves Land Disturbance to the Type I or Type II Conservation  
12 Unit and will further be reported in the required annual report.

13  
14 DEP's approval shall be required for any uses, activities or facilities sought to be  
15 constructed in Conservation Units as allowed by subparagraphs 4, 6, 8 and 10 of Article V  
16 related to Type I Conservation Units and subparagraphs 11 and 12 of Article V related to  
17 Type II Conservation Units ("Conservation Unit Project Approval"). Written authorization  
18 under this Agreement for allowable projects within Conservation Units is required prior to  
19 initiation of construction. If the allowable project is located in State Sovereign Lands, then  
20 separate Sovereign Lands approval is required. Conservation Unit Project Approval shall  
21 generally be conducted consistent with Article IX, and will include a use of the  
22 Conservation Unit Checklist (**Exhibit 19**) applicable to allowances of uses, activities and  
23 facilities in the Conservation Units. In applying for Conservation Unit Project Approval  
24 an applicant will be required to include an avoidance and minimization impact analysis  
25 with respect to the proposed uses, activities and facilities and review by DEP will include a  
26 review of the total scale of facility to insure that the proposed use, activity or facility is  
27 limited and consistent with the preservation objectives of the Conservation Units.

## 28 29 **VI. Permitted Activities**

30 This Agreement authorizes dredging and filling in waters of the State, and construction and  
31 maintenance of stormwater facilities associated with the construction of residential,

1 commercial, recreational and institutional projects, including supporting infrastructure, by  
2 St. Joe within the Agreement Area, excluding the Conservation Units described in Article  
3 V. Subject to the conditions of this Agreement, dredging and filling for the referenced  
4 activities is authorized in wetlands and ditches. Dredging and filling in, on or over other  
5 surface waters is limited to road, bridge, or boardwalk crossings.

6  
7 Specifically, this Agreement authorizes such activities as the construction of building  
8 foundations, building pads and attendant features necessary for the use and maintenance of  
9 the structures. Attendant features may include, but are not limited to, roads, parking lots,  
10 garages, yards, utility lines, and storm water management facilities. Residential  
11 developments include multiple and single unit developments. Examples of commercial  
12 developments include retail stores, light industrial facilities (which means business  
13 activities such as commercial distribution assembly or manufacturing processes with no  
14 primary use of raw materials), research facilities, warehouses, distribution facilities, hotels,  
15 restaurants, business parks, and shopping centers. Examples of recreational facilities  
16 include playgrounds, playing fields, golf courses, hiking trails, bike paths, horse paths,  
17 stables, nature centers, and campgrounds. No marinas or other docking structures are  
18 authorized under this Agreement. Examples of institutional developments include schools,  
19 fire stations, government office buildings, judicial buildings, roads, public works buildings,  
20 libraries, hospitals, and places of worship.

## 21 22 23 **VII. Wetland Impacts and Stormwater**

24  
25 The Agreement Area, as depicted in **Exhibit 1**, is divided into six sub-watersheds,  
26 including: Peach Creek Subwatershed, Mitchell River – Choctawhatchee River  
27 Subwatershed, Intracoastal Waterway- West Bay Watershed, East River – Choctawhatchee  
28 River Watershed, Pine Log Creek Watershed and Crooked Creek- West Bay Watershed.  
29 For the purposes of this Agreement, the identification and delineation of wetlands must be  
30 in accordance with the most recent guidance and wetland delineation manual or manual  
31 supplement issued by the CORPS (which as of this date is the *Regional Supplement to the*

1 *Corps of Engineers Wetlands Delineation Manual: Atlantic and Gulf Coastal Plain*  
2 *Region (2010)*), or the State of Florida methodology prescribed in Chapter 62-340, F.A.C.,  
3 *Delineation of the Landwater Extent of Wetlands and Surface Waters*, or a combination of  
4 both, in order to establish one jurisdictional wetland line for all individual project  
5 approvals that is the most landward line of wetlands. Wetlands shall be delineated for each  
6 individual project approval which proposes impacts to wetlands by flagging located either  
7 by Global Positioning System or survey. .

8  
9 Wetlands in each basin have been identified, mapped and classified as either altered or  
10 high quality, **Exhibit 20**. Altered wetlands are wetlands that have been planted in pine  
11 trees (silviculture lands) as shown on the aerial dated March 2013 (see **Exhibit 21**) and are  
12 to remain altered unless and to the extent the silviculture activities in any area of altered  
13 wetlands remains dormant for more than 5 years. Altered wetlands are hydric pine  
14 plantations. The class of altered wetlands also includes ditches and borrow pits. High  
15 quality wetlands are all other jurisdictional wetlands and include cypress domes/strands,  
16 bay/gallberry swamps, cypress swamp areas, seepage slopes, Hypericum bogs, emergent  
17 marsh and other similar areas.

18  
19 In order to be approved, wetland impacts must meet all of the following criteria:

20  
21 1. Impacts to altered wetlands shall not exceed 23% of the total converted altered  
22 wetlands in any one sub-watershed. The area within a particular sub-watershed to be used  
23 to make the 23% calculation does not include areas within Conservation Units located  
24 within the sub-watershed. Sub-watersheds are depicted in **Exhibit 3**.

25  
26 2. Projects may impact more than 23% of the altered wetlands within an individual  
27 project site, if cumulative altered wetland impacts for all approved projects within the sub-  
28 watershed do not exceed the 23% requirement at any given time. Examples of where this  
29 may occur include:

1 a. An applicant proposes an individual project, which would impact 10 acres  
2 of the 100 acres of altered wetlands located within the proposed project site and  
3 preserve the remaining 90 acres of altered wetlands through placement under a  
4 conservation easement. This example would result in a altered wetland overage of  
5 13 acres, since 77 acres of altered wetland preservation would be required to  
6 comply with the 23% allowable impacts to altered wetlands within a specific  
7 watershed. The same applicant, or succeeding assignee, with a subsequent  
8 individual project, located at a different site within the same watershed, and  
9 containing a total of 5 acres of altered wetlands, proposes to impact all 5 acres of  
10 altered wetlands for the project. The applicant may use 3.85 acres of the 13 acre  
11 overage of preserved converted wetlands from the first project to comply with the  
12 23% requirement for the second project.

13 b. An applicant proposes an individual project on a site with a total of 10 acres  
14 of altered wetlands. The applicant proposes to impact all 10 acres of the altered  
15 wetlands for the project. To comply with the 23% allowable impacts to altered  
16 wetlands requirement, the applicant would preserve 33.5 acres of altered wetlands  
17 through the placement of a conservation easement, elsewhere within the same sub-  
18 watershed in which the impact site is located.

19 3. Impacts to high quality wetlands shall be limited to road and bridge crossings,  
20 boardwalks and paths, linear infrastructure (which includes stormwater conveyances but  
21 not stormwater ponds), utility corridors, and any other linear access facilities necessary to  
22 support the associated development and shall typically not exceed a width of 100 feet of  
23 combined filling or clearing at each crossing, but may in certain cases, consistent with the  
24 criteria in this section, be allowed up to a total width of 160 feet. Florida Department of  
25 Transportation roads may be allowed up to a width of 200 feet consistent with criteria in  
26 this section. The aggregate total filling or clearing of high quality wetlands for crossings  
27 and other linear infrastructure within the Agreement Area shall not exceed 100 acres. The  
28 first preference for new high quality wetland road crossings will be at existing silviculture  
29 road crossings. Crossings at locations other than existing silviculture roads can be  
30 authorized on a case-by-case basis. All crossings, whether at existing silviculture roads or

1 locations other than existing silviculture roads, will be designed and constructed to  
2 minimize high quality wetland impacts. In addition, for each crossing proposed at a point  
3 where no previous crossing existed, an existing silviculture road crossing within the same  
4 sub-watershed must be removed and the wetland hydrologic connection including any  
5 associated natural stream or tributary within the area of removal, shall be restored.  
6 Restoration in this section is defined as re-establishment of natural soil surface grades and  
7 appropriate vegetation is naturally re-emerging no later than the 365<sup>th</sup> day following the  
8 date of the initiation of construction of the new crossing.

9  
10 4. All crossings in wetlands shall be designed so that the hydrologic conveyance is not  
11 reduced or impaired. Bridging, co-locating utilities and infrastructure and directional  
12 boring is required wherever practical. The following factors shall be considered when  
13 determining if bridging or directional boring of the wetlands is practical: 1) the degree of  
14 water flow within the wetland, 2) the length of the wetland crossing, 3) the topography of  
15 the wetland and associated upland, and 4) the degree to which a roadway would adversely  
16 affect the movement of wildlife expected to use the wetland.

17  
18 5. Surface Water management systems for all projects authorized by this Agreement shall  
19 be designed, constructed, operated and maintained in compliance with Chapter 62-330  
20 Florida Administrative Code (F.A.C.) and Applicant's Handbook, Volume 2 and shall  
21 include an additional level of treatment that is 50% above the treatment that is required for  
22 a non-OFW. Although the Surface Water Management systems will be designed to meet  
23 OFW standards, water quality standards appropriate to the receiving waters shall be  
24 applied for determining compliance with water quality standards.

25

## VIII. Mitigation

1  
2  
3 1. Within the Agreement Area, individual project wetland impact mitigation may be  
4 satisfied within (1) mitigations banks, (2) designated Conservation Units, or (3) within the  
5 project area. The first priority for mitigation of permitted wetland impacts in the  
6 Agreement Area is the use of an ecologically appropriate mitigation bank.

7  
8 2. Mitigation for impacts to estuarine wetlands will be ecologically appropriate and  
9 sufficient based on an individual project evaluation. Factors to be considered in  
10 determining if additional mitigation is needed for impacts to estuarine wetlands shall  
11 include: 1) the extent of direct impacts from fill, including pilings and support structures,  
12 2) the amount of shading or other secondary impacts expected to result from the activity,  
13 and 3) impacts from construction methodologies, such as barge access or the use of heavy  
14 equipment. Mitigation for impacts to estuarine wetlands shall be conducted either on site  
15 or within a Conservation Unit that contains estuarine systems.

16  
17 3. St. Joe has provided reasonable assurances that there is an adequate amount of  
18 mitigation currently available or potentially available in mitigation banks and Conservation  
19 Units for all individual project impacts that may be authorized under this Agreement. In  
20 order for DEP to regularly monitor the number of available credits or potentially available  
21 functional units, St. Joe shall prepare and submit to DEP an updated report with each  
22 application for an individual project approval summarizing the number of credits that are  
23 available in mitigation banks and the number of functional units that are potentially  
24 available in Conservation Units. DEP will utilize this information to determine if trends  
25 warrant that St. Joe initiate a process to make available additional mitigation credits or  
26 functional units from existing Conservation Unit acreage in one thousand (1,000) acre or  
27 larger increments. This determination will be based on whether there is an adequate  
28 supply of credits to satisfy the rate of credit absorption within the EMA boundary. Upon  
29 the Department's determination and notification that there is a need to create mitigation,  
30 St. Joe will, within 180 days, submit a plan to create the needed mitigation for projects  
31 within the EMA boundary.

1 **IX. Individual Project Approval**

2 Individual project approval for all projects authorized by this Agreement shall be  
3 conducted in compliance with Chapter 62-330 Florida Administrative Code (F.A.C.) and  
4 Applicant’s Handbook, Volume 1, including all procedures contained therein, except as  
5 those procedures are modified in this Article. At the pre-application meeting, clarification  
6 will be provided on any question related to the procedural aspects of the Applicants  
7 Handbook, Volume I as they related to the procedures contained in this Agreement.

8  
9 **Pre-Application Process**

10  
11 An applicant may request an informal pre-application meeting with appropriate  
12 representatives from the CORPS and DEP to discuss a proposed project and clarify any  
13 necessary procedural and substantive criteria of the EMA. Appropriate representatives  
14 from USFWS, EPA, FWC, National Marine Fisheries Service (“NMFS”) and the  
15 Northwest Florida Water Management District (“NFWMD”) shall be invited to the pre-  
16 application meeting. There are no specific submittal requirements for this informal pre-  
17 application meeting, but the applicant shall provide an appropriate type and level of  
18 information on any procedural or substantive criteria that needs clarification. An  
19 information pre-application meeting does not commence the formal review of an  
20 individual project approval application. Pre-application meeting may be scheduled on an  
21 as needed basis. A mandatory meeting with DEP to discuss stormwater must take place.

22  
23 **Formal Individual Project Review**

24  
25 To commence the review of an application for an individual project approval, the applicant  
26 shall prepare an application using the form *Joint Application for Works in the Waters of*  
27 *Florida Form #62-330.060(1)*, or other joint application forms accepted by both the Corps  
28 and DEP. It must include all of the information required in the Individual Project Approval  
29 Checklist (**Exhibit 22**). The application shall be submitted to the CORPS and DEP at least  
30 two weeks prior to a meeting with the CORPS and DEP to review the application. A  
31 processing fee shall accompany each application in an amount consistent with the fee

1 schedule set forth in Chapter 62-330.071 F.A.C. The form shall be completed pursuant to  
2 the instructions, with the exception of items 7 and 8, which shall be completed as follows:

3  
4 Item 7. Desired Permit Duration: Duration of individual  
5 project approvals shall be 10 years, unless a longer duration is  
6 specified in any issued individual project approval.

7  
8 Item 8. General Permit or Exemption Requested: *St. Joe*  
9 *Ecosystem Management Agreement for Bay-Walton Sector Plan*  
10 *Area* should be referenced here.

11  
12 Appropriate representatives from the USFWS, EPA, FWC, NMFS and NFWFMD shall  
13 be invited to the meeting. The application shall be considered to be in draft form until the  
14 day of the meeting, at which time the formal review of the application may commence and  
15 DEP has the right to submit a Request for Additional Information (RAI) within 30 days of  
16 the meeting. Unless otherwise requested by DEP at the meeting, no post meeting  
17 submissions will be made by the applicant until receipt of the RAI. No regulated work  
18 may proceed until after written authorization under this EMA has been issued. For ease of  
19 scheduling purposes, individual project approval meetings shall be scheduled on a monthly  
20 basis but may be cancelled if no applications are proposed on any given month.

21  
22 In addition to the application form, the submittal shall include:

- 23  
24 1. The necessary technical information, drawings and calculations describing the  
25 stormwater management system proposed for the individual project, and,  
26  
27 2. Documentation of coordination with the State Historic Preservation Officer  
28 regarding any needed archaeological and historical surveys for the project area, and any  
29 measures needed to avoid, minimize or mitigate adverse impacts to sites of historical or  
30 archaeological value.

1 3. Documentation of coordination with the FWC regarding any needed fish and  
2 wildlife surveys for the project area, and any measures needed to avoid, minimize or  
3 mitigate adverse impacts to listed/protected fish and wildlife species and their habitat,  
4 including any plan to obtain a permit if required by Chapter 68A-27, F.A.C.

5  
6 Additionally, DEP and St. Joe will discuss the need for a separate approval to use  
7 sovereign submerged lands to implement the proposed project. If sovereign submerged  
8 lands approval is needed, every effort will be made to process such approval concurrently  
9 with the individual project review required by this Agreement.

10  
11 Upon receipt of the complete application for individual project approval, DEP will have 60  
12 days to review the information for compliance with the terms of this Agreement. The  
13 review shall also consider St. Joe's history of compliance with previously issued permits,  
14 and individual project approvals granted under this Agreement, as a factor in determining  
15 if reasonable assurance has been provided that the terms of the Agreement as applied in  
16 the individual protect approval will be met. A history of non-compliance with previously  
17 issued permits and individual project approvals may serve as the basis for project denial,  
18 modification, or the addition of specific conditions, based on the nature, severity, and  
19 extent of the non-compliance.

20  
21 If the application provides reasonable assurance that the project complies with the terms of  
22 this Agreement, DEP shall approve the individual project by issuing letter of approval or  
23 denial of the individual project that shall include a point of entry for challenging the  
24 agency action. The letter will also include a public notice of the agency action that St. Joe  
25 shall publish in a newspaper of general circulation in the county where the individual  
26 project is located, which publication shall be accomplished in the same manner as provided  
27 in Rule 62-110.106(5), F.A.C.

1 **Preservation of Third Party Rights**

2  
3 This Agreement is not intended to alter or modify the rights of third parties to challenge  
4 agency actions, except that the requirements imposed by this Agreement for stormwater  
5 management systems, dredge and fill of wetlands, and wetlands impact mitigation shall  
6 govern rather than the requirements of Florida Statutes and Florida Administrative Code.

7  
8 If the DEP proposes to issue an individual project approval pursuant to Article IX of this  
9 Agreement, any Florida corporation not for profit which meets the requirements of  
10 subsection 403.412(6), F.S., and any person whose substantial interests will be determined  
11 or affected by individual project approvals under the Agreement may petition DEP for a  
12 formal administrative hearing pursuant to section 120.569 or 120.57, F.S.

13  
14 The scope of a challenge to an individual project approval is limited to whether the  
15 individual project approval complies with this Agreement, such as whether the stormwater  
16 management system, the dredging and filling of waters of the state and the mitigation to  
17 offset wetland impacts, proposed for an individual project approval comply with this  
18 Agreement.

19  
20 **Individual Project Approval General and Specific Conditions**

21  
22 The general conditions contained in **Exhibit 23** shall be conditions of any individual  
23 project approval.

24  
25 If mitigation for the project is provided in a mitigation bank, the approval shall specify the  
26 number of credits and type to be used to offset the project impacts. If mitigation for the  
27 individual project is to be provided either on-site or in a Conservation Unit, rather than a  
28 mitigation bank, the individual project approval shall also include specific conditions  
29 describing the details of the required mitigation, and any associated requirements for  
30 monitoring the success of the mitigation.

1 As part of reasonable assurance that any mitigation provided outside of a mitigation bank  
2 will be maintained in perpetuity in its enhanced or restored state, the individual project  
3 approval shall also include a requirement for the placement of a conservation easement  
4 over the mitigation site. In addition, wetlands not authorized for impacts on each project  
5 site and their buffers as set forth in paragraph 12 of Article X shall also be made subject to  
6 a conservation easement. Prior to issuing a letter of approval for the individual project, St.  
7 Joe shall submit a draft of the conservation easement, along with documentation that the  
8 property over which the conservation easement will be granted has no encumbrances or  
9 liens that would be contrary to the purpose of the conservation easement. The individual  
10 project approval shall include a condition requiring that the conservation easement be  
11 executed, delivered and recorded prior to conducting the activities authorized in the project  
12 approval letter, or according to the time frame specified in the project approval letter.

13  
14 St. Joe shall use best management practices during individual project construction to  
15 minimize impacts to wetlands not authorized to be dredged or filled, and to control erosion  
16 and turbidity to ensure that state water quality standards are not violated. DEP may include  
17 specific conditions related to project construction techniques in the individual project  
18 approval letter to address these issues.

19  
20 **Web Site for Public Information**

21  
22 DEP agrees to maintain a web site, accessible to the public, containing information  
23 regarding individual projects reviewed under the Agreement. At a minimum, the web site  
24 will include information on the individual projects approved, or pending approval by DEP.  
25 Posting of such information does not constitute public notice of a point of entry to  
26 challenge DEP's action on individual project approvals. Such public notice shall be  
27 accomplished as set forth above in this Article.

1 **X. St. Joe Commitments**

2 St. Joe agrees to the following commitments:

3  
4 1. This Agreement is the sole mechanism to be used by St. Joe to obtain authorization  
5 to conduct the specific activities set forth in Article VI within the Agreement Area. Any  
6 change in the specific activities or any other deviation from the terms of the Agreement,  
7 will require amendment of the Agreement. Separate individual or general permits may be  
8 applied for within the Agreement Area for activities that are not addressed by this  
9 Agreement, including but not limited to marinas and docking facilities.

10  
11 2. The Conservation Units shall be excluded from development activities, other than  
12 those activities authorized under Article V.

13  
14 3. St. Joe will manage the Conservation Units consistent with their ultimate  
15 conservation use unless or until transferred in accordance with paragraph 8 below.

16  
17 4. Mitigation of project impacts will be conducted in a manner consistent with the  
18 conditions of the individual project approval.

19  
20 5. Mitigation will occur prior to or concurrently with permitted impacts.

21  
22 6. For mitigation conducted outside of a mitigation bank or for wetlands not  
23 authorized for impact and their buffers (as set forth in paragraph 12 below) a perpetual  
24 conservation easement will be placed on such property prior to conducting the activities  
25 authorized in the project approval letter as set forth in Article IX. The easement shall be in  
26 the form of the applicable easement document in **Exhibit 24**.

27  
28 7. The St. Joe Company shall place perpetual conservation easements on portions of  
29 Conservation Units equal to the percentage of the total acreage of approved projects in  
30 each sub-watershed within the EMA area. Approved projects in this special condition  
31 includes those projects within the EMA area having received approval under this

1 Agreement plus any other projects within the EMA area having received approval from  
2 Bay County or Walton County during the preceding year, but which do not require specific  
3 approval under this Agreement. To determine the acreage of the Conservation Units that  
4 must be placed under an easement:

5  
6 a. Divide the total acreage within approved project boundaries in a sub-  
7 watershed (including impact and preserved area), for the previous year, by the total  
8 acreage of land within the sub-watershed minus the area of any Conservation Units  
9 within the same sub-watershed. To comply with this condition only, the  
10 Intracoastal Waterway Sub-watershed and the Crooked Creek West Bay sub-  
11 watershed shall be combined and treated as a single Conservation Unit.

12 b. This percentage of the Conservation Units in each sub-watershed shall be  
13 placed under a conservation easement within six months from the date of the  
14 individual project approval or for approved projects that do not require specific  
15 approval under this Agreement, within six months from project approval by Bay  
16 County.

17 c. The cumulative acreage of Conservation Units conveyed to governmental  
18 entities or 501C(3) conservation organization buyers shall count toward the acreage  
19 which is required to be placed under a conservation easement.

20 8. Sale or transfer of a Conservation Unit may only be made to a governmental entity  
21 or a non-profit conservation/natural resource management entity. If a Conservation Unit or  
22 any portion thereof or interest therein is conveyed to subsequent owners, if not already  
23 subject to a conservation easement pursuant to paragraph 8 of Article X above, The St. Joe  
24 Company shall place conservation easements on such property to assure the perpetual  
25 conservation use of the Conservation Unit as described in Article V with respect to Type I  
26 Conservation Units and Type II Conservation Units above. The perpetual conservation  
27 easement shall be in the form of **Exhibit 25** for Type I Conservation Units and **Exhibit 26**  
28 for Type II Conservation Units. Within seven days of conveyance of any portion or  
29 interest of a Conservation Unit, The St. Joe Company shall provide to the new owner a

1 complete copy of the Agreement. Written assurance that a complete copy of the Agreement  
2 has been given and received shall be provided to DEP by The St. Joe Company within  
3 fourteen days of any such conveyance. The written assurance shall consist of a letter to  
4 DEP stating that the conveyance has taken place and shall be signed by the appropriate  
5 representatives of The St. Joe Company and the new owner.

6  
7 9. Stormwater management systems in project areas within the Agreement Area will  
8 be designed, constructed and maintained to meet the Stormwater NEB Criteria as set forth  
9 in Section VII and to adhere to the Sediment and Erosion Control NEB Criteria as set forth  
10 in **Exhibit 2**.

11  
12 10. There will be no wetland or other surface water fill for septic tanks or drain fields,  
13 however composting aerobic restrooms are allowed in conjunction with recreational  
14 facilities.

15  
16 11. St. Joe base maps will depict the location of Conservation Units to assure each  
17 business unit within the company is aware of their location and restrictions placed upon  
18 them to assure that there is no encroachment or activity incompatible with the activities  
19 specifically authorized in Article V.

20  
21 12. In general, high quality wetlands shall be buffered from development by uplands/and  
22 or altered wetlands. Except at road crossings, upland and/or altered wetland buffers  
23 adjacent to high quality wetlands shall be an average of 50 feet wide, with a minimum 30-  
24 foot width for each individual project area. Except at road crossings, high quality wetlands,  
25 altered wetlands and uplands shall buffer natural streams and tributaries located in  
26 Conservation Units. The exact width of the buffer from the natural streams and tributaries  
27 located in Conservation Units shall be evaluated and determined during Individual Project  
28 review. The buffer along natural streams and tributaries located in Conservation Units  
29 shall be a minimum of 100 feet as measured from the edge of the stream or tributary. All  
30 buffers, whether upland or wetland, will be preserved and maintained in a natural  
31 condition, except for the construction of boardwalks for dock access and on-grade trails.

1 These buffers may be enhanced or restored to a more natural condition. They may also be  
2 managed to provide an urban wildfire interface, as may be requested by local emergency  
3 management officials, and as may be approved following coordination with regulatory  
4 agencies. Application of fertilizers, herbicides and pesticides is prohibited in all buffers,  
5 except to the extent herbicides are used to control exotic vegetation.

6  
7 13. Only clean fill and rock material compatible with existing soils (e.g., soil, rock,  
8 sand, marl, clay, stone, and/or concrete rubble) shall be used for wetland fill.

9  
10 14. No wetland fill shall sever a hydrological connection in high quality wetlands.  
11 Small areas of altered wetlands may be severed, as approved on a case-by-case basis,  
12 provided the requirements pertaining to altered wetland impacts are met (see Article VII  
13 [2]) and compensatory mitigation as described in Article VIII is provided for the area of  
14 altered wetlands within the severed area. Severed wetlands will be considered to be  
15 impacted for purposes of this EMA.

16  
17 15. No work is authorized under this Agreement on properties listed or eligible for  
18 listing in the National Register of Historic Places.

19  
20 16. When required by the State Historic Preservation Officer, St. Joe will conduct a  
21 Phase I archeological and historical survey on each individual project site. This  
22 information will be provided to the State Historic Preservation Officer, DEP and the  
23 CORPS so that measures can be identified to avoid, minimize or mitigate adverse impacts  
24 to historic properties listed, or eligible for listing in the National Register of Historic  
25 Places, or otherwise of historical or archeological value.

26  
27 17. No activity is authorized by this Agreement that is likely to adversely affect a  
28 federal or state listed/protected species or a species proposed for such designation, or  
29 destroy or adversely modify its designated critical habitat.

30

1 18. St. Joe certifies that it has and will maintain internal systems and controls to ensure  
2 adherence to these commitments and implementation of this Agreement.

### 3 4 **XI. Monitoring and Reporting**

5 1. St. Joe shall establish and maintain a GIS based ledger and map for each basin and  
6 sub-watershed, depicting the amount, type and percentage of wetland impact and  
7 mitigation implemented in the Agreement Area. An updated ledger balance sheet  
8 demonstrating compliance with the Agreement shall be submitted with each individual  
9 request for project approval. The ledger will include the following by sub-watershed:

- 10  
11 a. Total high quality and altered wetlands in the Agreement Area.  
12 b. Total project size – uplands and wetlands.  
13 c. Project impacts - high quality and altered amount and percent of total.  
14 d. Mitigation required and location.  
15 e. Cumulative project impacts (acreage total and percentage).  
16 f. Total high quality and altered wetlands remaining in the Agreement Area.  
17 g. Mitigation bank credit use categorized by rate of use, year used, and  
18 anticipated use for the upcoming year.

19 2. St. Joe shall submit an annual report by February 15 from the preceding calendar  
20 year identifying:

- 21  
22 a. Total project acres approved;  
23 b. The location and acreage of any mitigation activity undertaken;  
24 c. Conservation easements executed and recorded;  
25 d. Conservation Units conveyed to other owners;

- 1 e. Activities undertaken within Conservation Units including the total number  
2 of acres of Land Disturbance;
- 3 f. The number of bridged and non-bridged crossings permitted and restored in  
4 the Hydrological Sensitive Area; and
- 5 g. Other activities that may impact this Agreement.

6

7 **XII. Net Ecosystem Benefits**

8 The parties acknowledge that the Agreement will result in NEB and implement progressive  
9 policies for ecosystem management and team permitting because:

- 10
- 11 1. Implementation of this Agreement satisfies applicable standards and criteria, and  
12 includes commitments to various operational, mitigation and conservation conditions that  
13 exceed current regulatory requirements.
- 14
- 15 2. Implementation of this Agreement will result in a significant reduction in overall  
16 risks to the environment compared to activities conducted in the absence of the criteria and  
17 limitations contained in this Agreement.
- 18
- 19 3. Implementation of this Agreement will result in conservation at a regional  
20 landscape-scale, which protects the best possible diversity and extent of habitats, ahead of  
21 development.
- 22
- 23 4. The regional conservation plan established by this Agreement increases the ability  
24 of adjacent, existing and proposed, public conservation lands and waters to sustain long  
25 term ecological values, enhance regional wildlife dispersal and survival, protect regional  
26 water resources, and create significant opportunities for public nature based recreation.

27

28 The specific NEBs provided by this Agreement are as follows:

1  
2  
3  
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5  
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29

1. Thirteen (13) Conservation Units will be established as depicted on **Exhibits 5-17**, in addition to mitigation required for wetland impacts. The Conservation Units and preserved mitigation areas link wildlife corridors and protected upland/wetland habitats to create more sustained wildlife corridors, which will help to preserve the ecological integrity of two of Northwest Florida’s most rapidly developing watersheds. The Conservation Units and preserved mitigation areas also help protect water quality and quantity by reducing flows and flooding and creating hydro-patterns of well drained areas. Preservation of the Conservation Units will also occur due to projects which themselves do not impact wetlands.

2. The wetland and other surface water impact limiting criteria included in the Agreement will result in a larger percentage of preserved wetlands and uplands than would otherwise be expected as a result of the usual permitting process. In total, 92% of all wetlands and 99% of all high quality wetlands in the Agreement area will be preserved.

3. Through this Agreement, both uplands and wetlands have the opportunity to be enhanced or restored in the Conservation Units and protected in perpetuity. Significant uplands, such as xeric sandhills, scrubby flatwoods and mesic flatwoods were included in Conservation Units to increase habitat diversity, wildlife conservation and corridor values adjacent to high priority wetlands.

4. By protecting and providing the ability to enhance uplands within the Conservation Units, The St. Joe Company is providing potential habitat for the flatwoods salamander, a federally listed threatened species.

5. Throughout the Agreement Area, wetland delineations will be conducted utilizing the most landward line of wetlands, rather than one Federal and one State line.

1 6. Development immediately next to unconverted high quality wetlands will have a  
2 buffer of uplands and/or altered wetlands with an average width of 50 feet and a minimum  
3 width of 30 feet, which exceeds the requirement of the existing rule.

4  
5 7. Streams and tributaries within the Conservation Units will have a minimum buffer  
6 of 100 feet, which exceeds the requirement of the existing rule.

7  
8 8. No fill for septic tanks or drain fields will occur in wetlands.

9  
10 9. All development will be designed, constructed and maintained to meet the  
11 Stormwater NEB Criteria as set forth in Section VII and to adhere to the Sediment and  
12 Erosion Control NEB Criteria as set forth in **Exhibit 2**. As such, Surface Water  
13 Management Systems for all projects authorized by this EMA shall be designed,  
14 constructed, operated, and maintained in compliance with the applicable rules adopted  
15 under Part IV of Chapter 373, F.S., including the Applicant's Handbook incorporated by  
16 reference in those rules; and shall include an additional level of treatment that is 50%  
17 above the treatment that is required for a non-OFW. Although the Surface Water  
18 Management systems will be designed to meet OFW standards, water quality standards  
19 appropriate to the receiving waters shall be applied for determining compliance with water  
20 quality standards following FDEP's Operation and Maintenance authorization.

21  
22 10. Development projects shall be subject to the Sediment and Erosion Control NEB  
23 Criteria set forth in **Exhibit 2**, which provide additional protection over and above those  
24 contained in Applicant's Handbook, Volume 1.

25  
26 11. The criteria and obligations contained in this Agreement provide a more effective  
27 mechanism to address cumulative and secondary impacts associated with the types of  
28 development authorized in this Agreement. Instead of addressing cumulative and  
29 secondary impacts on a piecemeal basis, the comprehensive approach taken in this  
30 Agreement, which includes limitations on wetland impacts, protection of upland areas,  
31 preservation of Conservation Units and preservation of non-impacted wetlands and upland

1 buffers, provides a complete basis to address cumulative and secondary impacts over and  
2 above that which could be accomplished through normal permitting practices.

3  
4 12. This Ecosystem Management Agreement preserves the landward extent of  
5 Choctawhatchee River floodplain and provides upland buffers that would otherwise not be  
6 part of a conservation framework. This provides greater protections to both the  
7 Choctawhatchee River, Bay, associated wetlands and tributaries within the EMA  
8 boundary.

### 10 **XIII. Amendments**

11 This Agreement may be modified at any time by written amendment approved by both  
12 parties, which shall be submitted, reviewed and processed in the same manner as this  
13 Agreement or as otherwise provided for by law. Amendments must be consistent with the  
14 provisions of sections 403.075 and 403.0752, F.S.

### 16 **XIV. Term of Agreement**

17 This Agreement shall be perpetual, unless modified according to Article XIII or terminated  
18 according to Article XV.

### 20 **XV. Termination**

21 1. DEP may terminate or request renegotiation of this Agreement by giving thirty  
22 days prior written notice to St. Joe if DEP demonstrates that:

23  
24 a. There has been a material change in conditions which existed at the time of  
25 the original Agreement such that the intended NEB's are not being, or may not  
26 reasonably expected to be, achieved through continuation of the Agreement.

27 b. St. Joe is in material breach of the terms of the Agreement.

1 Nothing in this paragraph shall preclude DEP from taking appropriate enforcement action  
2 in lieu of or in combination with termination for violations of this Agreement or any  
3 individual project approval issued hereunder.

4 2. St. Joe may terminate this Agreement for any reason by giving thirty days prior  
5 written notice to the DEP as provided in Article XVI, provided that:

6  
7 a. The mitigation commitments identified in the individual project approvals  
8 which have been issued are fulfilled or agreements are entered into to ensure  
9 fulfillment.

10 b. The conservation easements required by the Agreement and individual  
11 project approvals up to the time of termination have been properly executed,  
12 delivered and recorded.

13 3. Upon termination of the Agreement, previously issued project approval letters shall  
14 remain in effect for the duration of such approval. Such individual projects shall continue  
15 to be subject to the General and Specific Conditions included in the individual project  
16 approval letter, and the terms of this Agreement.

17  
18 4. Every five years, DEP shall hold a public information-gathering forum to receive  
19 public comment on whether there is cause for DEP to terminate this Agreement. At least  
20 30 days prior notice of such forum shall be published in a newspaper of general circulation  
21 in Bay County. Actual notice shall also be provided to the NMFS, USCOE, USFWS,  
22 FWC, EPA, NFWFMD and Bay County Commission.

## 24 **XVI. Notices**

25 Notices under this Agreement shall be sent by certified mail, return receipt requested,  
26 express mail or telefax to the parties.

**XVII. Effective Date**

The effective date of this Agreement shall be the date on which the last party executed the Agreement.

IN WITNESS THEREOF, the parties, by and through the undersigned duly authorized representatives, have executed this Agreement on the dates set forth below.

THE ST. JOE COMPANY

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_

\_\_\_\_\_

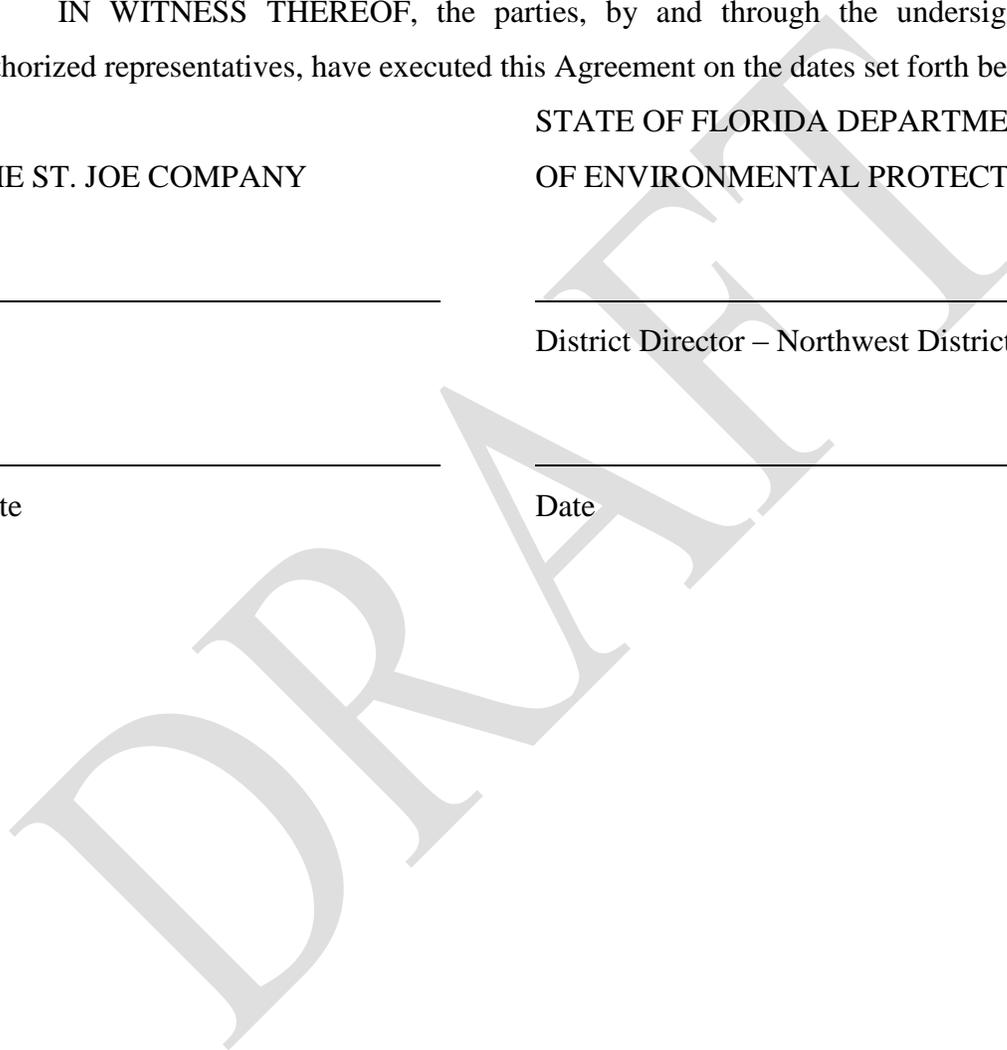
District Director – Northwest District

\_\_\_\_\_

\_\_\_\_\_

Date

Date



1	EMA 3 Exhibit List
2	1. EMA Boundary Map
3	2. Sediment and Erosion Control Checklist
4	3. Subwatershed Map
5	4. Conservation Units Map
6	5. Barrett Branch Conservation Unit Map & Description
7	6. Boutwell Branch Conservation Unit Map & Description
8	7. Bunker Cove Conservation Unit Map & Description
9	8. Doe Head Swamp Conservation Unit Map & Description
10	9. Devil's Swamp Conservation Unit Map & Description
11	10. Kelly Pond Conservation Unit Map & Description
12	11. Otter Creek Conservation Unit Map & Description
13	12. Pigeon Creek Conservation Unit Map & Description
14	13. Poley Islands Conservation Unit Map & Description
15	14. Sister River Conservation Unit Map & Description
16	15. State Forest Conservation Unit Map & Description
17	16. Three Mile Branch Conservation Unit Map & Description
18	17. Tiller Branch Conservation Unit Map & Description
19	18. Principles of Forest & Wildlife Management
20	19. Conservation Unit Checklist
21	20. High Quality / Altered Wetlands Map
22	21. Aerial Photo - 2013
23	22. Individual Project Approval Checklist
24	23. General Conditions
25	24. Mitigation, Preservation and Conservation Unit Conservation Easement
26	25. Type I Conservation Unit Conservation Easement
27	26. Type II Conservation Unit Conservation Easement
28	
29	

**The St. Joe Company / Florida Department of Environmental Protection  
Ecosystem Management Agreement**

**Checklist for Sediment and Erosion Control Plans**

Minimum Standards: All applicable minimum standards set forth in Part IV (Erosion and Sediment Control) of the Environmental Resource Permit Applicant's Handbook Volume I must be addressed. In addition to the applicable minimum standards, projects subject to the Ecosystem Management Agreement that are greater than 1 acre must prepare a sediment and erosion control plan in accordance with this checklist.

The engineer of record must prepare and submit a sediment and erosion control plan in accordance with this checklist at the time of Individual Project Approval. A copy of the sediment and erosion control plan prepared at the time of Individual Project Approval must be provided to all contractors by the permittee. Prior to the commencement of construction, the name and contact information of the contractor that is responsible for the implementation of the sediment and erosion control plan shall be provided to FDEP by the permittee and all applicable permits shall be obtained.

**Modifications to the sediment and erosion control plan that may be necessary before or during construction must be documented and submitted to FDEP by the engineer of record and/or the contractor responsible for implementing the sediment and erosion control plan.**

**NARRATIVE**

- \_\_\_\_\_ Project description – Briefly describes the nature and purpose of the land-disturbing activity, and the area (acres) to be disturbed.
  
- \_\_\_\_\_ Existing site conditions – A description of the existing topography, vegetation, wetlands, and drainage features.
  
- \_\_\_\_\_ Adjacent areas – A description of neighboring areas such as streams, lakes, residential areas, roads, etc., which might be affected by the land disturbances.
  
- \_\_\_\_\_ Off-site areas – Describe any off-site land-disturbing activities that will occur (including borrow sites, waste or surplus areas, etc.). Will any other areas be disturbed?
  
- \_\_\_\_\_ Soils – A brief description of the soils on the site giving such information as soil name, mapping unit, erodibility, permeability, depth, texture and soil structure.

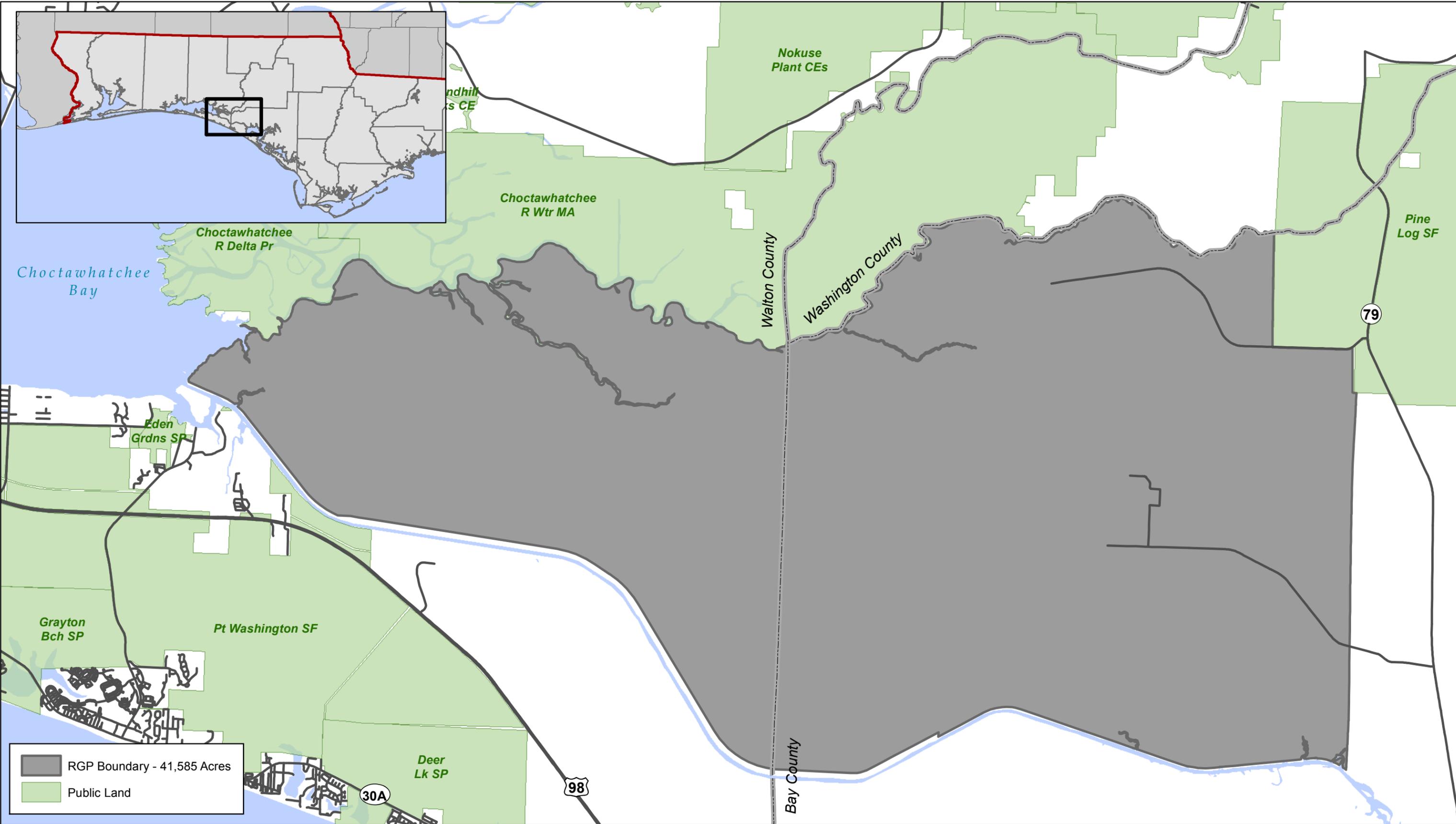
- \_\_\_\_\_ Critical areas – A description of areas on the site which have potentially serious erosion problems (e.g., steep slopes, channels, wet weather / underground springs, etc.).
- \_\_\_\_\_ Erosion and sediment control measures – A description of the methods which will be used to control erosion and sedimentation on the site.
- \_\_\_\_\_ Permanent stabilization – A brief description, including specifications, of how the site will be stabilized after construction is completed.
- \_\_\_\_\_ Stormwater runoff consideration – Will the development site cause an increase in peak runoff rates? Will the increase in runoff cause flooding or channel degradation downstream? Describe the strategy to control stormwater runoff.

#### SITE PLAN

- \_\_\_\_\_ Vicinity map – A small map locating the site in relation to the surrounding area. Include any landmarks which might assist in locating the site.
- \_\_\_\_\_ Indicate north – The direction of north in relation to the site.
- \_\_\_\_\_ Aerial photograph – A copy of the most recently available aerial photograph
- \_\_\_\_\_ Limits of clearing and grading – Areas which are to be cleared and graded.
- \_\_\_\_\_ Existing contours – The existing contours of the site.
- \_\_\_\_\_ Final contours – Changes to the existing contours, including final drainage patterns.
- \_\_\_\_\_ Existing vegetation – The existing tree lines, grassed areas, or wetlands.
- \_\_\_\_\_ Soils – The boundaries of different soil types.
- \_\_\_\_\_ Existing drainage patterns – The dividing lines and the direction of flow for the different drainage areas. Include the size (acreage) of each drainage area.
- \_\_\_\_\_ Critical erosion areas – Areas with potentially serious erosion problems.
- \_\_\_\_\_ Site Development – Show all improvements such as buildings, parking lots, access roads, utility construction, etc.

- \_\_\_\_\_ Location of practices – The locations of erosion and sediment controls and stormwater management practices used on the site, including identification of all of the temporary stabilization measures that will be used during construction.
  
- \_\_\_\_\_ Off-site areas – Identify any off-site land-disturbing activities (e.g., borrow sites, waste areas, etc.). Show location of erosion controls. (Is there sufficient information to assure adequate protection and stabilization?)
  
- \_\_\_\_\_ Detail drawings – Any structural practices used that are not referenced to the stormwater manual or local handbooks should be explained and illustrated with detail drawings.
  
- \_\_\_\_\_ Maintenance – A schedule of regular inspections and repair of erosion and sediment control structures should be set forth.

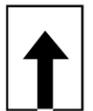
**NOTE: Acceptance and implementation of the sediment and erosion control plan does not in and of itself excuse any potential violation of the applicable laws and regulations. If a violation occurs, corrective actions must be taken, which may include implementing a revised sediment and erosion control plan. Also, in accordance with applicable laws and regulations, the permittee is ultimately responsible for violations that may occur.**



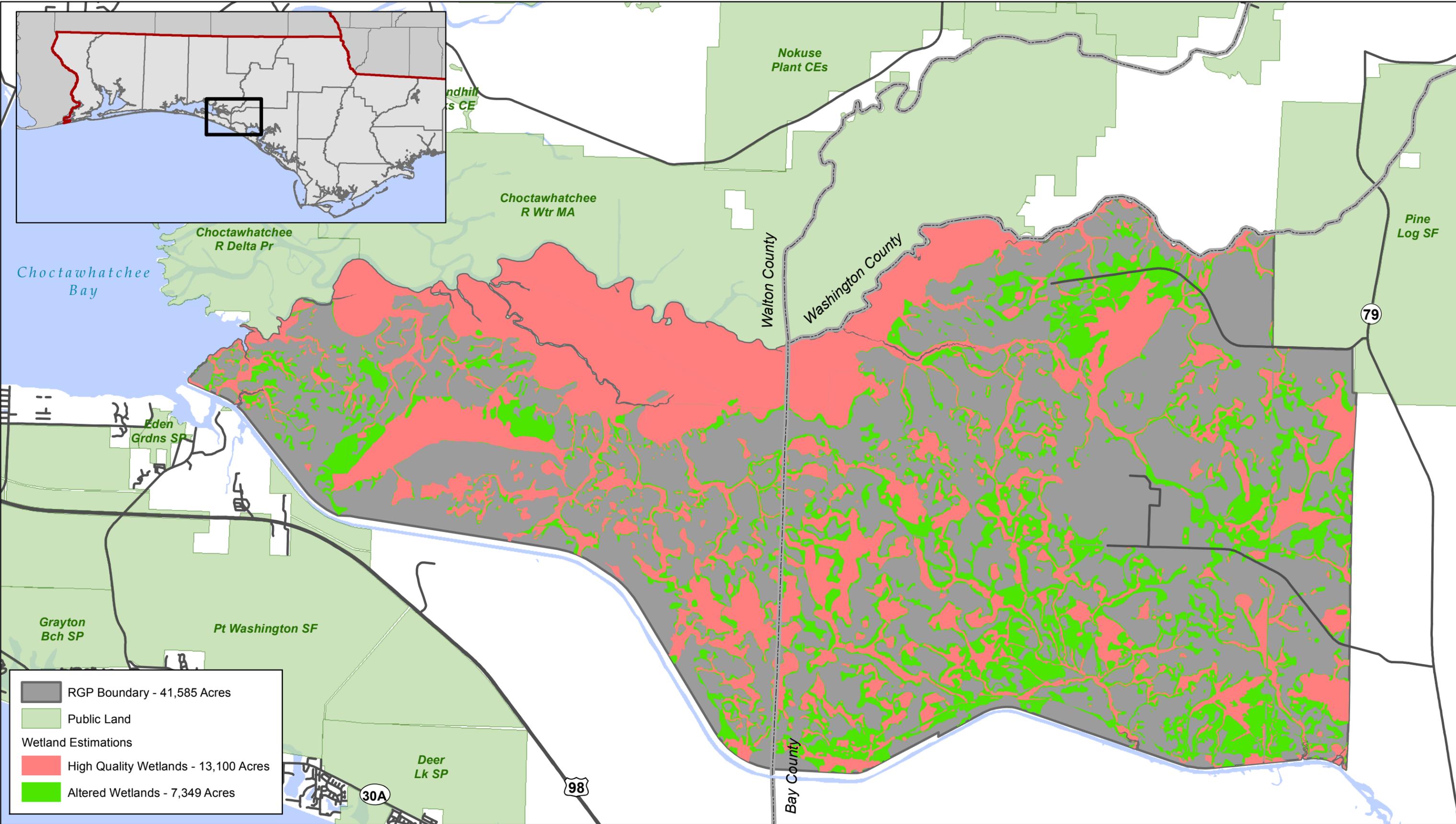
RGP Boundary - 41,585 Acres  
 Public Land

**REGIONAL GENERAL PERMIT SAJ-114 - 41,585 ACRES  
BOUNDARY MAP**

*Exhibit 3  
June 2016*



1 in = 1 miles  
1:68,574



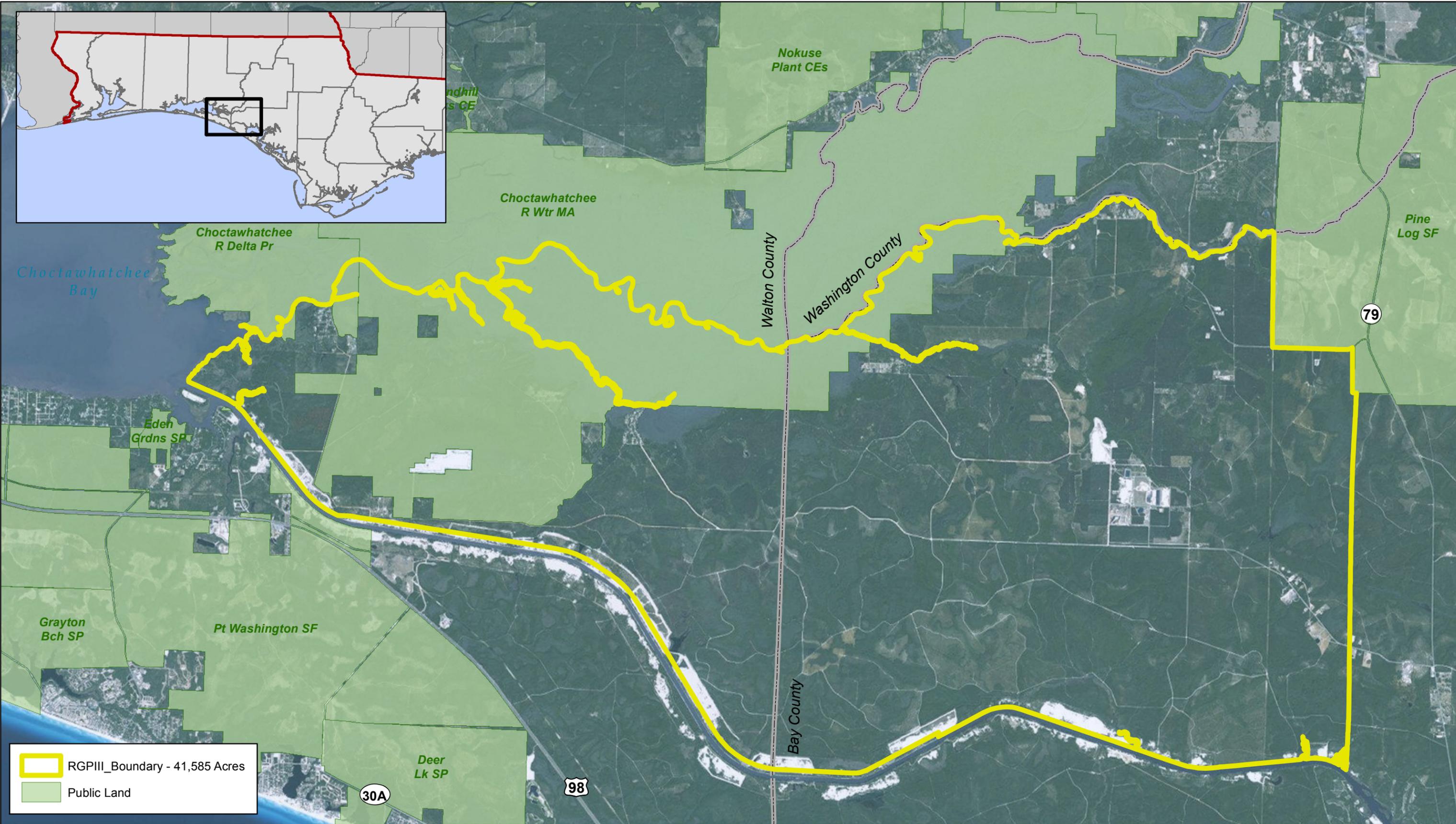
**REGIONAL GENERAL PERMIT SAJ-114  
HIGH QUALITY / ALTERED WETLAND ESTIMATIONS MAP**

Exhibit 4  
June 2016



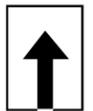
1 in = 1 miles

1:68,574

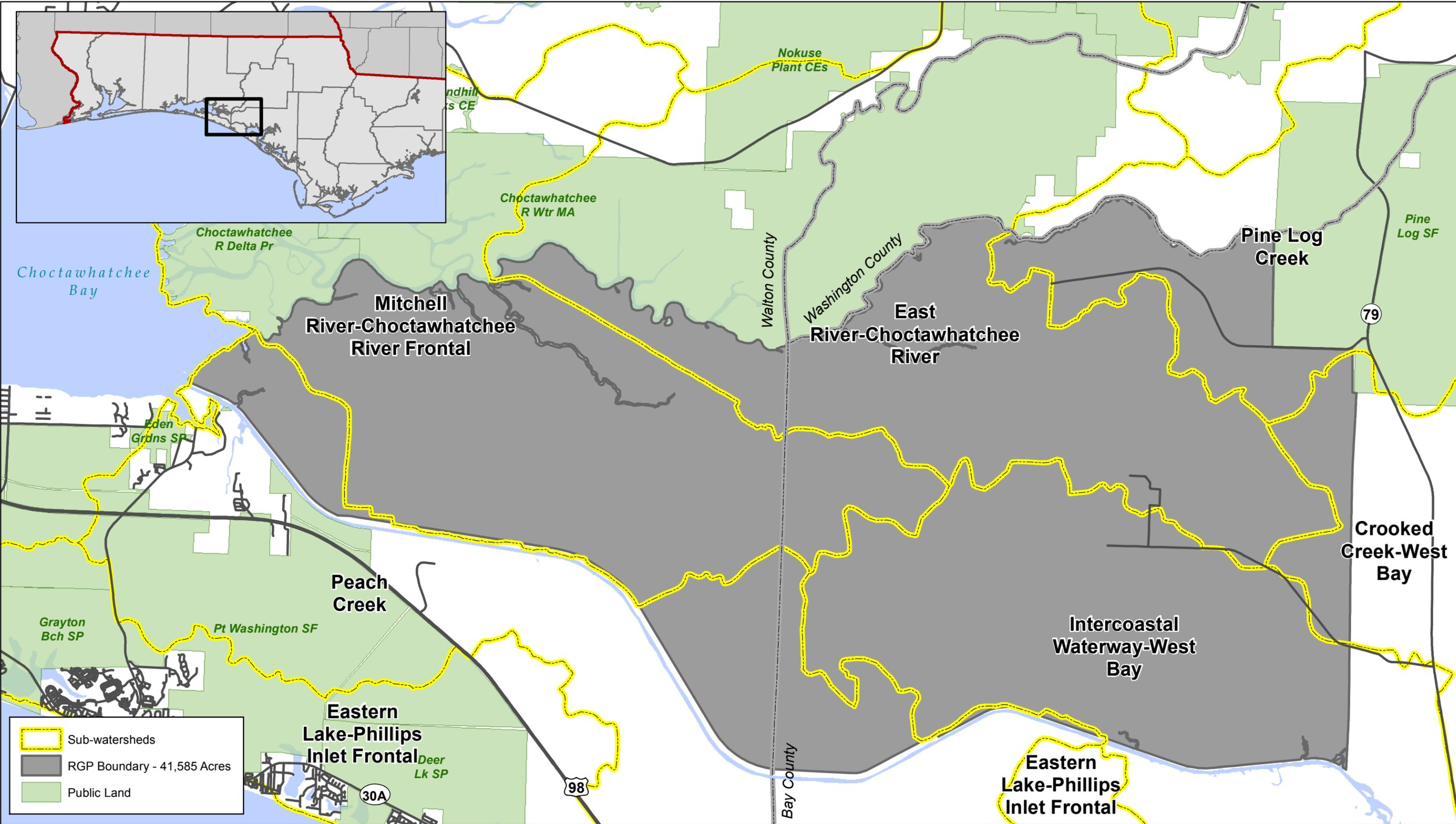


 RGPIII\_Boundary - 41,585 Acres  
 Public Land

**REGIONAL GENERAL PERMIT SAJ-114**  
**2013 AERIAL PHOTO**  
 Exhibit 5  
 June 2016



0 1 2 Miles  
 1 in = 1 miles  
 1:68,574



**REGIONAL GENERAL PERMIT SAJ-114  
SUB-WATERSHED (HUC 12) MAP**

Exhibit 6  
June 2016



1 in = 1 miles  
1:68,574