

**LAND ACQ. & MGMT.
COMMITTEE MEETING
March 16, 2012**

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT's Land Acquisition & Management Committee Meeting

Following the Board Meeting, Friday, March 16, 2012

**Pirates Cove Resort and Marina
4307 S.E. Bayview Street,
Port Salerno, Martin County, Florida.**

Committee Members

Chair Spencer Crowley

Commissioners Bruce Barkett, Carl Blow, Aaron Bowman & Tyler Chapell

Item 1. Call to Order.

Chair Crowley will call the meeting to order.

Item 2. Roll Call.

Assistant Executive Director Mark Crosley will call the roll.

Item 3. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND Approval of a final agenda.

Item 4. Anastasia State Park Use Agreement, St. Johns County.

The Committee previously approved a Use Agreement with the Board of Trustees of the Internal Improvement Trust Fund to utilize the beach at Anastasia State Park as a beach placement area for beach quality materials maintenance dredged from the ICW in the vicinity of St. Augustine. With the delay of the project the Use Agreement has expired. The State has provided a new Use Agreement with some minor changes.

(see back up pages 3 - 35)

RECOMMEND Approval of revised Use Agreement No. 0391 for the use of lands at
Anastasia State Park for beach placement.

Item 5. **DMMA O-23 Interlocal Agreement Extension, Martin County.**

The Committee previously approved an Interlocal Agreement with Martin County to allow them to use DMMA O-23 as a Temporary Debris Storage and Reduction Site in case of a hurricane. That five year agreement has expired and then County has requested an extension. Staff recommends a one year extension at no cost.

(see back up pages 36 - 47)

RECOMMEND Approval of Agreement Amend No. 1 to Interlocal Agreement No. ICW-MA-06-05 with Martin County.

Item 6. **Sawfish Island Interlocal Agreement, Palm Beach County.**

The District owns 2 small islands in northern Palm Beach County known as the Sawfish Bay islands. The islands were previously used for dredged material placement but are too small for continued dredged material management purposes. Palm Beach County approached staff about removing the spoil material and restoring the area for environmental, public recreational and mitigation purposes. The District would receive 2.86 acres of seagrass mitigation credits and the internal basins would be able to be accessed by kayakers. An adjacent island owned by the Town of Jupiter will be improved for more active recreation.

Staff is of the opinion that this is the best use for this District property. If approved this project would be budgeted for next fiscal year.

(see back up pages 48 - 61)

RECOMMEND Approval of an Interlocal Agreement with Palm Beach County for the Sawfish Bay Island Project.

Item 7. **Terzouli Dock License Amendment, Martin County.**

The District previously approved a License to Mr. Terzouli to locate a dock on District owned property within the right of way of the ICW. Mr. Terzouli would now also like to locate a fence and landscaping on District property. Staff is of the opinion that this request should be approved as these are non-permanent uses that are routinely approved for non-District owned right of way lands by the Corps.

(see back up pages 62 - 68)

RECOMMEND Approval of a modification to the Dock License for Mr. Terzouli to include fencing and landscaping subject to approval by the Corps Real Estate Division.

Item 8. **Additional Staff Comments and Additional Agenda Items.**

Item 9. **Commissioners Comments.**

Item 10. **Adjournment.**

Subject: Anastasia Use Agreement No. __ 2012 -2013 dredge event (UNCLASSIFIED)

From: "Trulock, Shelley F SAJ" <Shelley.F.Trulock@usace.army.mil>

Date: 2/27/2012 1:46 PM

To: Mark Crosley <mcrosley@aicw.org>

CC: "Rayaprolu, Sirisha SAJ" <Sirisha.Rayaprolu@usace.army.mil>

Mark, attached is the final use agreement for IWW St. Augustine. Debra will be mailing three copies to you today for your signature. There are 4 changes to the agreement:

1) DATES: 1 May 2012 to 20 Sept 2013 - as we requested.

2) REMOVED Special Condition S: Conduct special shorebird monitoring for "Shorebird Nesting Berm Construction". - This isn't applicable for the current scope so its ok.

3) ADDED Special Condition N: Provide DRP written notification of planned construction schedule at least 75 days prior to start of work, to determine sea turtle relocations. - will just need to notify them when we advertise. Sirisha and I will help remind you.

4) ADDED Special Condition A (for DPR): DRP must satisfy requirements of marine turtle SC 10 in the permit and relocate any nests 65 days prior to start of work. - condition is for DPR not FIND.

Please let me know ASAP if you are good with this. I think it is ok since we can just notify at the time of advertisement. That is more than enough time in advance. Only other thing we need is the real estate certification from you. Then...once Bev gets me the anticipated start/end date for the line removal we'll move out!

Finally, regarding sawpit, I am holding a quick meeting with key team members Thursday to get a cost together for completion of the p&s for sawpit.

THANKS Mark! Shelley

Shelley Trulock
US Army Corps of Engineers
Project Manager
904-232-3292
904-728-4066 cell

— Attachments: —

ANASTASIA 2012 MAINTENANCE DREDGING.pdf

106 KB

USE AGREEMENT

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FOR MAINTENANCE DREDGING AT ANASTASIA STATE PARK
BETWEEN
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA
AND
FLORIDA INLAND NAVIGATION DISTRICT
Use Agreement No. 0391

THIS USE AGREEMENT ("use agreement") is hereby made and entered into on this _____ day of _____, 2012, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "GRANTOR", and FLORIDA INLAND NAVIGATION DISTRICT, hereinafter referred to as "GRANTEE".

WITNESSETH

WHEREAS, GRANTOR is the owner of the hereinafter described real estate property, commonly known as Anastasia State Park ("Park" or "premises"), which is managed by the State of Florida Department of Environmental Protection, Division of Recreation and Parks ("DRP") under GRANTOR's Lease No. 3608; and

WHEREAS, The United States Army Corps of Engineers ("ACOE") is embarking upon a maintenance dredging project ("project") along the Atlantic Intracoastal Waterway, which is in the vicinity of the Park, and GRANTEE, the "local sponsor" is responsible for obtaining such permissions as are necessary to complete the project; and

WHEREAS, in undertaking the project, GRANTEE desires to temporarily place and maintain pipeline and equipment and to dispose of and place dredged materials upon the Park as denoted as "Beach Disposal Area", with dune restoration at R-131A, depicted hereto in Exhibit "A" and made part hereof; and

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

NOW THEREFORE, in consideration of the faithful and timely performance of and compliance with all the terms and conditions stated herein, GRANTOR has entered into this use agreement with GRANTEE to allow GRANTEE to use certain portions of the Park, located at Sections 3, 10, 27 and 34, Townships 7 and 8 South, and Range 30 East, in St. Johns County, Florida, subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR's responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection, pursuant to Chapter 18-2, Florida Administrative Code, and applicable delegations of authority.
2. TERM: The use agreement commences on May 1, 2012, and ends on September 30, 2013, unless sooner terminated by GRANTOR or otherwise extended in writing by both parties to this use agreement.
3. EXTENT OF AGREEMENT: This use agreement covers the use of the premises for the purposes of construction, operation and maintenance of a sand transmission pipeline and placement and disposal of dredged materials in areas within certain portions of the Park, denoted as "Beach Disposal Area" with dune restoration at 131A as depicted in Exhibit "A" of this use agreement. All such activities shall be consistent with the Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization No. 0251706-001-JC, (the "permit") issued by the State of Florida Department of Environmental Protection on December 8, 2010, and expires December 8, 2020, attached hereto as Exhibit "B" and made part hereof.
4. UNDUE WASTE: GRANTEE shall not commit undue waste to the premises. Existing beach/dune vegetation shall be disturbed only to the minimum extent necessary for construction, construction access, and other permitted activities as determined at the pre-construction meeting between GRANTEE and the park manager of the Park ("Park Manager") or other representatives of DRP. Upon completion or termination of the project, GRANTEE, at its sole cost and expense, shall restore landscape features and coastal vegetation damaged during construction to pre-existing or better condition to the satisfaction of the Park Manager. Vegetation shall be replaced with plants of same species or, by authorization of the Park Manager with other indigenous salt

resistant vegetation suitable for beach and dune stabilization.

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5. COORDINATION WITH DRP: All activities of GRANTEE under this use agreement shall be coordinated with the Park Manager through a mandatory onsite pre-construction meeting within two weeks after the contract is awarded. Project specifics will include, but are not limited to, location of staging areas, environmental concerns, use of park roads for access, starting dates, location of pipeline within the Park, the distance and placement of dredged material, disposal, shorebird, beach mouse and marine turtle monitoring and relocation activities, restoration of corridors and staging areas before mobilization and after demobilization which shall also be identified at the pre-construction meeting, and approved by the Park Manager and DRP.

Additionally, GRANTEE shall attend weekly meetings during sand placement to discuss visitor safety and resource management issues with the Park Manager and DRP. Issues arising from the meetings will be resolved by mutual agreement between GRANTEE, Park Manager and DRP.

6. RIGHT OF INSPECTION: GRANTOR, DRP or their duly authorized agents shall have the right at any time to inspect the works and operation of GRANTEE pertaining to this use agreement. These inspections shall not interfere in GRANTEE's daily operations or compromise the safety of GRANTEE, GRANTOR and DRP's employees or agents.

7. PROPERTY RIGHTS: This use agreement constitutes permissive use only, and the placing of temporary or permanent facilities or related structures upon public property pursuant to this use agreement is prohibited. GRANTEE agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the premises, by virtue of this use agreement or its occupancy or use hereunder.

8. USE OF PROPERTY: This use agreement shall be non-exclusive. GRANTOR, DRP, or their duly authorized agents, shall retain the right to enter the premises covered by this use agreement or to engage in management activities not inconsistent with the use herein provided for, and GRANTOR shall retain the right to grant compatible uses of the premises subject to this use agreement to third parties during the term of this use agreement.

9. LIABILITY: In consideration of the privilege herein granted, GRANTEE will not claim any damages from GRANTOR or DRP in connection with or on account of any injuries or damages arising in or on the premises while being used by GRANTEE and its agents, representatives and employees. GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes, and shall be responsible for the acts or omissions of its officers, employees, representatives, and agents in the event that such acts or omissions result in injury to persons or damage to property. GRANTOR does not warrant or represent that the premises are safe or suitable for the purpose for which GRANTEE is permitted to use them, and GRANTEE assumes all risks in its use.

10. ASSIGNMENT: This use agreement is personal to GRANTEE and may not be transferred or assigned without the prior written approval of GRANTOR. However, both GRANTOR and GRANTEE recognize that some or all of these activities permitted under this use agreement may be performed by the ACOE or its contractor under a separate agreement with GRANTEE. Such performance by the ACOE does not relieve GRANTEE of any duty or responsibility under this use agreement.

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

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

13. TRIPPLICATE ORIGINALS: This use agreement is executed in triplicate originals each of which for all purposes shall be considered an original.

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

15. **RESPONSIBILITY FOR COMPLIANCE:** GRANTEE shall bear the full and ultimate responsibility and liability to GRANTOR for the faithful and timely compliance with the terms and conditions set forth herein.

16. **TITLE:** GRANTOR neither warrants title to the premises nor guarantees the suitability of the premises for any particular use.

17. **DAMAGE:** GRANTEE shall not damage the premises, or unduly interfere with public or private rights therein.

18. **VENUE:** GRANTEE waives venue as to any litigation arising from matters relating to this use agreement and any such litigation between GRANTOR and GRANTEE shall be limited and maintained only in Leon County, Florida.

19. **TERMINATION:** GRANTEE by acceptance of this use agreement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of GRANTEE, its successors and assigns. In the event GRANTEE fails or refuses to comply with the provisions and conditions herein set forth or in the event GRANTEE violates any of the provisions and conditions herein, the GRANTOR shall give notice to GRANTEE that curative action must be completed within thirty days. In the event that the matter is not resolved within the thirty-day curative period, GRANTOR may elect to terminate this use agreement by means of a letter of termination notifying GRANTEE that the use agreement is terminated. In the event that this use agreement is terminated by GRANTOR, all rights inuring to GRANTEE or its successors shall cease upon the effective date of the letter of termination with the exception of those activities necessary to demobilize and remove personnel and equipment but GRANTEE's obligations and responsibilities under paragraphs 9. and 21. of this use agreement shall survive termination.

20. **NOTICE:** All notices required to be given by GRANTOR to GRANTEE or by GRANTEE to GRANTOR by this use agreement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

If for GRANTEE:	Executive Director Florida Inland Navigation District 1314 Marcinski Road Jupiter, Florida 33477
With a copy to:	U.S. Army Corps of Engineers North Florida Area Office Real Estate Division Attn: Mr. Russ Tolle 4070 Boulevard Center Drive, Suite 201 Jacksonville, Florida 32207
If for GRANTOR:	State of Florida Department of Environmental Protection, Division of Recreation and Parks Office of Park Planning, Mail Station 525 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 Attn: Albert Gregory, Bureau Chief

GRANTEE, GRANTOR, and their respective successors shall notify each other by U.S. mail of any changes to the above addresses at least ten (10) days before the change is effective.

21. **REMOVAL OF EQUIPMENT:** If GRANTEE does not remove any equipment occupying the premises after expiration or cancellation of this use agreement within sixty days of the date of expiration or effective date of the letter of termination referenced in paragraph 19, such equipment will be deemed forfeited to GRANTOR, and GRANTOR may authorize removal and may sell such forfeited equipment. However, such remedy shall be in addition to all other remedies available to GRANTOR under applicable laws, rules and regulations including the right to compel removal and the right to impose administrative fines.

22. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of GRANTOR to enforce any provision nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair

GRANTOR to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

23. AGREEMENT: This use agreement is the entire and only agreement between the parties. Any amendment or modification to this use agreement must be in writing and must be accepted, acknowledged and executed by GRANTEE and GRANTOR.

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

25. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the premises is held by GRANTOR and DRP has a leasehold estate in the premises. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the premises including, but not limited to, mortgages or construction liens against the premises or against any interest of GRANTOR or DRP therein.

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

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

28.1 SPECIAL CONDITIONS FOR GRANTEE: GRANTEE, GRANTEE's designee, employees, agents and assigns shall:

- A. Comply with all the terms and conditions as set forth in the use agreement and permit.
- B. Meet within two (2) weeks after the bid for the project has been awarded, for a mandatory pre-construction conference with the Park Manager and DRP to discuss Park access, operations, animal monitoring and protection, other resource protection, turtle nest relocation, vegetation restoration after demobilization, visitor safety, and other resource management issues. GRANTEE shall also coordinate with the Park Manager and DRP for future weekly meetings during the sand placement and dredging to discuss these and any other issues that may arise.
- C. Notify Park Manager and district biologist at least four (4) weeks prior to mobilizing equipment and piping so that the protected Anastasia Island Beach Mouse trapping can be completed in the impacted areas.
- D. Notify the Park Manager twenty-four (24) hours in advance before commencing pumping operations, or changing staging areas.
- E. Notify the Park Manager twenty-four (24) hours in advance before commencing any post project repairs, maintenance, revegetation, tilling and escarpment removal.
- F. Prior to laying the pipeline or storing materials and equipment on the premises, GRANTEE shall survey between the frontal dune and Salt Run in the vicinity of proposed pipeline placement or stockpile areas to document existing grade and vegetation. Damages caused by the installation or removal of the pipeline, or by breach of the pipeline during sediment pumping operations shall be restored by GRANTEE in the affected areas to pre-existing conditions following the fulfillment of the project or demobilization.. This restoration may include removal of accidentally deposited materials, restoring grade, and planting native vegetation in the areas of damage.
- G. Establish a safe zone by providing signage and fencing as needed to prevent access to the staging area, the worksite and areas worked by heavy equipment.
- H. Keep fuel and other poisonous, hazardous or flammable liquids and powders in a double walled container with a catch basin, and conduct refueling operations within the approved staging area only.

- I. Help to protect Park facilities, natural communities, and other natural resources by accessing the Park at the points designated by the Park Manager, driving on the approved areas of beach and only during those times of day as identified by the Park Manager.
- J. Follow the Park Manager's instructions concerning special Park rules with special regards to protection of the Park's plants and animals, natural communities, vehicular traffic and Park visitors. Take all necessary safety measures as determined by Park Manager to ensure the safety of Park visitors during all dredging and fill processes.
- K. During pre-construction conference at the Park, determine specific needs for the staging area(s) and agree on Park operational conditions of utilizing the staging area(s) as depicted in Exhibit "A".
- L. If needed, provide and maintain crossings for vehicular and pedestrian access over sections of the pipeline not within the project work zone. The number of crossings and locations will be determined on site by GRANTEE and Park Manager.
- M. For all construction activity prior to August 31, provide all shorebird monitoring requirements of the permit and notify DRP biologists of the noted locations of nests or chicks on that date. Beginning September 1, DRP will assume any remaining responsibilities of the weekly shorebird monitoring under Shorebird Protection Conditions of Specific Condition No. 26 of the permit within the project area located in the Park.
- N. Provide DRP with clear written notification of the planned construction schedule at least 75 days prior to the start date of construction, so that the sea turtle nest relocations can be planned carefully and unnecessary sea turtle relocations can be avoided.
- O. Implement appropriate protection measures as described in the permit and as requested by the DRP biologists as long as active shorebird nests or chicks remain in the project area. To help ensure fledgling success during the project, such measures may include elevating sections of the pipeline to allow chicks access to the shoreline, and modifying travel and movement of equipment and machinery in areas of known shorebird chicks.
- O. Work cooperatively with the Park Manager and DRP biologists to resolve issues regarding safety, access, or environmental concerns resulting from this project.
- P. Keep all equipment, work materials and workers no less than 15 feet seaward from the toe of the primary dune at all times.
- Q. Ensure that access to the Park or any portion of the Park is not disrupted while construction is underway or at anytime during the term of this use agreement. In the event, due to the nature of activities related to the project, it becomes necessary to disrupt access to the Park or a portion of the Park for a limited period of time, GRANTEE, at its own sole cost and expense shall provide a reasonable alternative access to the disrupted areas.
- R. Stop work in the event the Park Manager observes conditions in which the general public, or cultural and natural resources, are deemed to be in imminent danger. GRANTEE shall be instructed by Park Manager to stop work on that particular activity which is the source of danger and not the entire dredging operation itself. The Park Manager will also notify GRANTEE's contracting officer or project manager immediately if such an event should occur.

28.2 SPECIAL CONDITIONS FOR DRP: DRP, DRP's designee, employees, agents and assigns shall:

- A. Satisfy all requirements of Marine Turtle Protection Specific Condition No. 10 in the Permit during the term of this agreement. This includes relocating naturally deposited sea turtle nests that occur in construction areas within the Park boundary for a 65- day period prior to the start of pipeline placement on the Park beach.
- B. Not be responsible for sea turtle nest monitoring or reporting for the three additional seasons after project construction ends. A separate agreement for post construction monitoring shall be arranged with all parties in coordination with the St. Johns County Shore Protection Project.

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

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

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)
GLORIA C. BARBER, OPERATIONS
AND MANAGEMENT CONSULTANT
MANAGER, BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

**FLORIDA INLAND NAVIGATION
DISTRICT**

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Witness

By: _____

Print/Type Witness Name

Print/Type Name

Witness

Title: Chairman

"GRANTEE"

Print/Type Witness Name

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____,
2012, by _____, _____, on behalf of the
Florida Inland Navigation District. He/she is personally known to me.

Notary Public, State of Florida

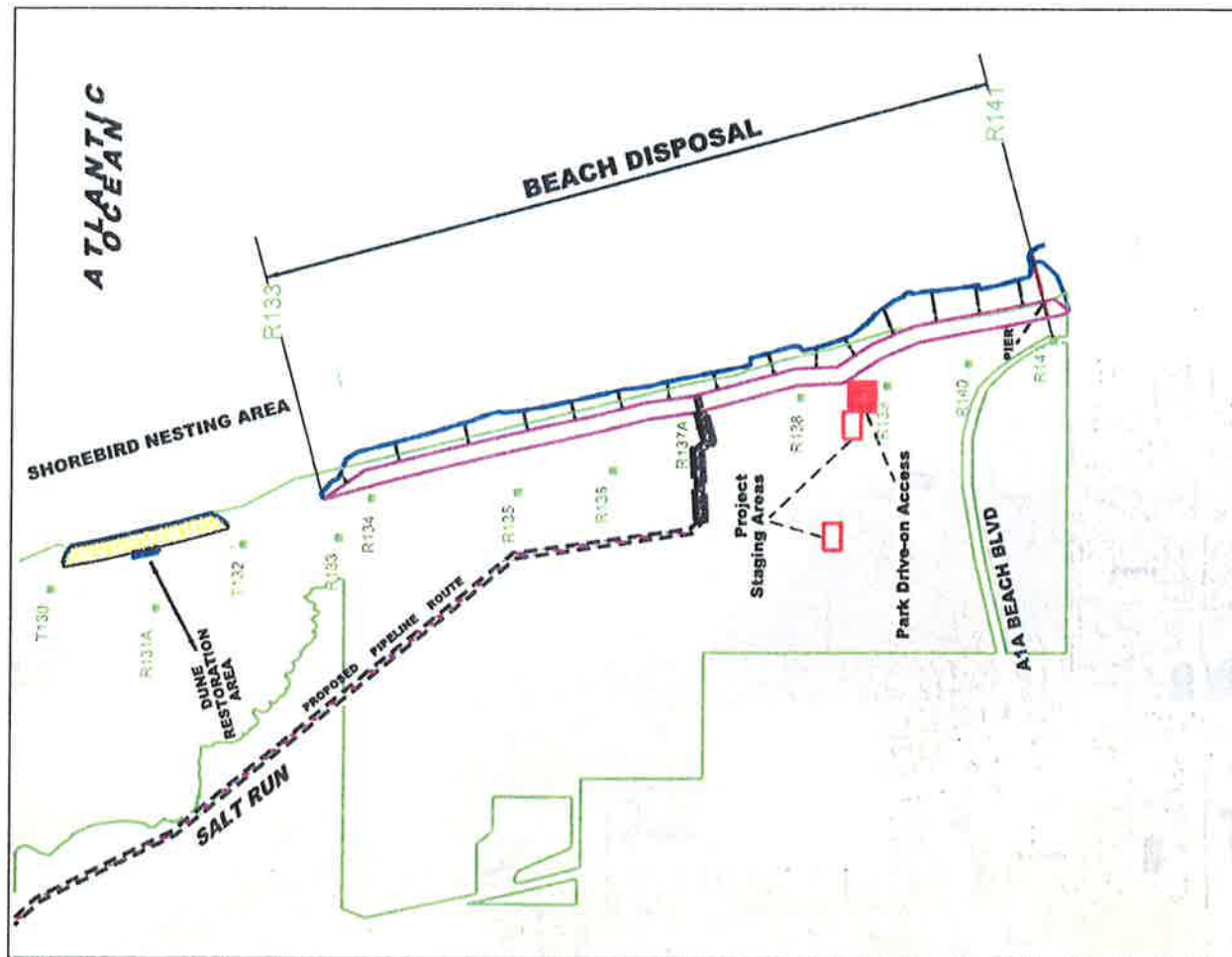
Print/Type Notary Name

Commission Number:

Commission Expires:



GRAPHIC SCALE



NOT
FOR
CONSTRUCTION

DATE:
10 FEBRUARY 2011

ANASTASIA STATE PARK
IWW MAINTENANCE DREDGING - VICINITY OF ST. AUGUSTINE
BEACH PLACEMENT REFERENCE DRAWING
ST. JOHNS COUNTY, FL

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT, CORPS OF ENGINEERS
JACKSONVILLE, FLORIDA





Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Mimi A. Drew
Secretary

JOINT COASTAL PERMIT CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

U.S. Army Corps of Engineers
c/o Eric Summa
Jacksonville District
Post Office Box 4970
Jacksonville, Florida 32232-0019

PERMIT INFORMATION:

Permit Number: File No. 0251706-001-JC

Project Name: St. Augustine Inlet and AIWW
Maintenance Dredging and Beach Placement

County: St. Johns

Issuance Date: December 8, 2010

Expiration Date of Construction Phase:
December 8, 2020

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

ACTIVITY DESCRIPTION:

The proposed project is to conduct routine maintenance dredging of the St. Augustine Inlet Entrance Channel and an intersecting portion of the Atlantic Intracoastal Waterway (AIWW), plus routine and new dredging (including maintenance) of encroaching shoals adjacent to the channels. The beach compatible dredged material will be placed at the previously permitted beach placement area south of St. Augustine Inlet. Sediments that are unsuitable for beach placement will be placed at the nearshore disposal area located adjacent to the beach placement area. The nearshore disposal site will be located landward of the -20-foot MLLW contour line and will be filled to a maximum elevation of -12 feet MLLW. The beach placement site will be filled to a berm elevation of 10 feet NGVD, with a variable berm width of 100 to 200 feet and a seaward slope of 1:20 (vertical:horizontal). If suitable coquina shell hash is dredged,

that material may be placed above the wrack line in Anastasia State Park to enhance shore bird nesting habitat. Some of the beach-compatible sand may also be used to enhance the dunes within Anastasia State Park. The dunes will have a crest elevation of 17 feet NAVD88 and side slopes of 1:5 (vertical:horizontal).

The St. Augustine Inlet Entrance Channel dredging is authorized to a maximum depth of -18 feet MLLW, which includes a design depth of -16 feet MLLW, plus two feet of allowable over depth. The bottom width for the entrance channel is 200 feet, with 1:3 (vertical:horizontal) side slopes. The channel may be dredged to achieve an alignment of "best fit" within the confines of a 600 foot wide easement between the south jetty and the north shore. The shoal adjacent to the St. Augustine Inlet Entrance Channel may also be dredged to the same depth as the channel.

The AIWW dredging is authorized to a maximum depth of -14 feet MLLW, which includes a design depth of -12 feet MLLW, plus two feet of allowable over depth. The bottom width of the AIWW Channel is 125 feet, with 1:3 (vertical:horizontal) side slopes. The flood shoal adjacent to the AIWW Channel may also be dredged to the same depth as the channel.

ACTIVITY LOCATION:

The project area is located in St. Johns County. The dredging sites are located in Sections 5, 8, and 9, Townships 6 South and 7 South and, Range 30 East, in the Atlantic Ocean (Class III Waters), St. Augustine Inlet (Class II waters) and the Tolomato River (Class II waters). The shoals that will be dredged outside of the channels are located at the intersection of the AIWW and the St. Augustine Inlet Entrance Channel, between STA. 11 + 17.70 and STA. 13 + 40.90, and at Vilano Point. The beach placement site and the nearshore disposal site are located in the Atlantic Ocean (Class III waters), south of St. Augustine Inlet, at Anastasia State Park, in Sections 3, 10, 27, and 34, Townships 7 South and 8 South, and Range 30 East. The beach placement site extends from DEP monument R-132 to R-152, and the nearshore disposal site extends from DEP monument R-142 to R-148. The shell hash placement area is located in Anastasia State Park, from approximately 800 feet north of R-130 to R-132.

PROPRIETARY AUTHORIZATION:

The beach placement activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated the Department the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253, F.S., Chapter 18-21 and Section 62-343.075, F.A.C., and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has reviewed the project described above, and has determined that the **beach and near shore placement** activity qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted to the Florida Inlet Navigation District (FIND), the project's local sponsor, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

The Department acknowledges that the **maintenance dredging** falls within one of the federal powers listed in the Submerged Lands Act under 43 USC 1311(d) or 43 USC 1314, and, under those provisions, the U.S. Army Corps of Engineers (Corps) needs no authorization from the Board of Trustees to utilize sovereignty submerged lands for that activity. However, under the provisions of the Coastal Zone Management Act (16 USC 1451-1465), this activity requires Florida's concurrence with a determination of consistency with the sovereignty submerged lands provisions of Florida's approved Coastal Management Program prior to federal approval of the proposed activity. The State has determined that the activity is consistent with the sovereignty submerged lands provisions of Florida's approved Coastal Management Program.

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act. This permit also constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

AGENCY ACTION:

The above named Permittee is hereby authorized to construct the work outlined in the activity description and activity location of this permit and shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions and Specific Conditions, which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL CONDITIONS:

1. This permit, including its general and specific conditions, must be construed in light of the February 28, 2006 Interagency Coordination Agreement for Civil Works Projects (ICA) between the Department and the Corps. As recognized in the ICA, the Department

has the authority to include reasonable conditions in this permit. All of the conditions in this permit, both general and specific, are enforceable to the extent sovereign immunity has been waived under 33 U.S.C. §§ 1323 and 1344(t). The ICA is incorporated herein by reference.

2. All activities approved shall be implemented as set forth in the drawings incorporated by reference and in compliance with the conditions and requirements of this document. The Corps shall notify the Department in writing of any anticipated changes in:
 - a) operational plans;
 - b) project dimensions, size or location;
 - c) ability to adhere to permit conditions;
 - d) project description included in the permit;
 - e) monitoring plans.

If the Department determines that a modification to the permit is required then the Corps shall apply for and obtain the modification. Department approval of the modification shall be obtained prior to implementing the change, unless the change is determined by the Department to reduce the scope of work from that authorized under the original permit, and will not affect compliance with permit conditions or monitoring requirements.

3. If, for any reason, the Corps does not comply with any condition or limitation specified herein, the Corps shall immediately provide the Department with a written report containing the following information:
 - a) a description of and cause of noncompliance;
 - b) the period of noncompliance, including dates and times;
 - c) impacts resulting or likely to result from the non-compliance;
 - d) steps being taken to correct the non-compliance; and
 - e) the steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

Compliance with the provisions of this condition shall not preclude the Department from taking any enforcement action allowed under state law with respect to any non-compliance.

4. The Corps shall obtain any applicable licenses, permits, or other authorizations which may be required by federal, state, local or special district laws and regulations. Nothing herein constitutes a waiver or approval of other Department permits or authorizations that may be required for other aspects of the total project.
5. Nothing herein conveys to the Corps or creates in the Corps any property right, any interest in real property, any title to land or water, constitutes State recognition or acknowledgment of title, or constitutes authority for the use of Florida's sovereign

EXHIBIT "B"

submerged lands seaward of the mean high-water line or an established erosion control line, unless herein provided, and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State.

6. Any delineation of the extent of a wetland or other surface water submitted as part of the application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this authorization or a formal determination under section 373.421(2), F.S., provides otherwise.
7. Nothing herein authorizes any entrance upon or activities on property which is not owned or controlled by the Corps or local sponsor, or conveys any vested rights or any exclusive privileges.
8. This document or a copy thereof, complete with all conditions, attachments, modifications, and time extensions shall be kept at the work site of the authorized activity. The Corps shall require the contractor to review this document prior to commencement of the authorized activity.
9. The Corps specifically agrees to allow Department personnel with proper identification, at reasonable times and in compliance with Corps specified safety standards access to the premises where the authorized activity is located or conducted for the purpose of ascertaining compliance with the terms of this document and with the rules of the Department and to have access to and copy any records that must be kept; to inspect the facility, equipment, practices, or operations regulated or required; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance. Reasonable time may depend on the nature of the concern being investigated.
10. At least forty-eight (48) hours prior to the commencement of authorized activity, the Corps shall submit to the Department a written notice of commencement of activities indicating the anticipated start date and the anticipated completion date.
11. If historic or archaeological artifacts such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Corps shall immediately stop all activities in the immediate area which disturb the soil and notify the Department and the State Historic Preservation Officer. In the event that unmarked human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
12. Within a reasonable time after completion of construction activities authorized by this permit, the Corps shall submit to the Department a written statement of completion. This statement shall notify the Department that the work has been completed as authorized and shall include a description of the actual work completed. The Department shall be

provided, if requested, a copy of any as-built drawings required of the contractor or survey performed by the Corps.

SPECIFIC CONDITIONS:

1. All reports or notices relating to this permit shall be sent to the DEP, Bureau of Beaches and Coastal Systems, JCP Compliance Officer, 3900 Commonwealth Boulevard, Mail Station 300, Tallahassee, Florida 32399-3000 (e-mail address: JCPCCompliance@dep.state.fl.us).
2. **Pre-Construction Submittals.** At least fourteen (14) days prior to the date of the pre-construction conference the Permittee shall submit final plans and specifications for this project, which must be consistent with the activity description of this permit and the approved permit drawings. The Permittee shall point out any deviations from the activity description or the approved permit drawings, and any significant changes would require a permit modification. Submittal shall include one (1) hardcopy (sized 11 inches by 17 inches or greater, with all text legible) and one (1) electronic copy of the final plans and one (1) electronic copy of the final specifications. The plans and specifications shall be accompanied by a memo indicating the project name, the permit number, the type of construction activity, the specific type of equipment to be used, the anticipated volume of material to be moved (if applicable) and the anticipated schedule. Further, the Permittee shall specify any anticipated sites that will be used (such as a disposal or re-use location) and appropriate contact information for those facilities. The final plans and specifications submitted under this condition must comply with all conditions set forth in this permit.
3. At least 7 days prior to the pre-construction conference referenced below or at least 21 days prior to the commencement of construction, the Permittee shall submit to the Department for review the following items:
 - a. ***Turbidity monitoring qualifications.*** Construction at the project site shall be monitored closely by an individual with professional experience in monitoring turbidity for beach nourishment or beach disposal projects. This is required to assure that turbidity levels do not exceed the compliance standards established in this permit. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when fill material is discharged on the beach. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit. The names and qualifications of those individuals performing these functions along with 24-hour contact information shall be submitted to the Department to confirm their credentials.
 - b. A written summary of the construction schedule, the specific type of dredge equipment to be used, the anticipated volume of material to be dredged and the disposal sites that may be utilized.

- c. A plan view of all staging areas, overlaid on a recent aerial photograph if available.
 - d. A copy of the Contractor's Environmental Protection Plan, or equivalent, that provides project-specific details of the Best Management Practices (BMPs) that will be implemented to prevent erosion, turbidity and the release of hazardous substances at the dredge/scow, disposal sites and staging areas. For construction during marine turtle nesting season, a description of how vessel lighting will be minimized during nighttime operations, in adherence to Specific Condition No. 12 below.
4. **Pre-Construction Conference.** The Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, Bureau of Beaches & Coastal Systems
JCP Compliance Officer
Mail Station 300
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
phone: (850) 414-7716
e-mail: JCPCCompliance@dep.state.fl.us

DEP Northeast District Office
Submerged Lands & Environmental Resources
7825 Baymeadows Way
Suite B200
Jacksonville, FL 32256-3560

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

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants (listed above) of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

5. The Permittee shall not store or stockpile tools, equipment, materials, etc., within surface waters of the state without prior written approval from the Department. Storage, stockpiling or access of equipment on, in, over or through seagrass (or other aquatic vegetation) beds, wetlands or vegetated dunes is prohibited unless such locations are identified as part of the approved work areas or pipeline corridors on the attached permit drawings. Anchoring of vessels within beds of aquatic vegetation is also prohibited. Impacts to aquatic vegetation outside the limits of the authorized channels are not authorized by this permit. Storage of equipment seaward of the primary dune line during the marine turtle or shorebird nesting seasons shall adhere to Specific Condition Nos. 13 and 27 below.
6. Sediment quality will be assessed as outlined in the Sediment QA/QC Plan (attached). Any occurrences of unacceptable material will be handled according to the protocols set forth in the Sediment QA/QC Plan. The sediment testing results shall be submitted to FDEP within 90 days following the completion of beach placement.
7. The Permittee is responsible for all monitoring requirements in this permit, unless FIND, the local sponsor for this project, executes a Local Sponsor Agreement with the Department. If executed, that agreement may transfer some or all of the monitoring requirements from the Corps to the local sponsor, as well as the elevation surveys in the coquina rock outcrop area. However, if the local sponsor does not conduct all necessary requirements of the executed Local Sponsor Agreement, the Permittee is still responsible for satisfying the terms and conditions specified by the applicable U. S. Fish and Wildlife Service Biological Opinion.
8. The Permittee and the Department, within their respective authorities and funding, shall ensure that beach compatible dredged material is placed on Florida's beaches, consistent with Florida's beach management plan adopted pursuant to Chapter 161, F.S. and other beneficial uses criteria as may be specified by the Department and applicable federal standards.

Marine Turtle Protection Conditions

9. **Pre-Construction Meeting.** A meeting between representatives of the contractor, the Service, the FWC, and the permitted sea turtle surveyor shall be conducted prior to the commencement of work on this project. At least 10 business days advance notice must be provided prior to conducting this meeting. This will provide an opportunity for explanation and/or clarification of the sea turtle and piping plover protection measures as well as additional guidelines when construction occurs during the nesting season such as storing equipment, minimizing driving, and follow up meetings during construction.
10. **Marine Turtle Nest Surveys.** Sand placement construction activities are authorized to occur on the nesting beach (seaward of existing coastal armoring structures or the dune crest) during the nesting season (April 15 to September 30). Sea turtle nesting surveys shall be initiated 65 days prior to sand placement or by April 15, whichever is later.

Nesting surveys must continue through the end of the project or through November 30, whichever is earlier. Hatchling and emerging success monitoring will involve checking nests beyond the completion date of the daily early morning nesting surveys. The monitoring shall be conducted as follows:

- a. Sea turtle nesting surveys and egg relocations will only be conducted by persons with prior experience and training in these activities and who is duly authorized to conduct such activities through a valid permit issued by FWC, pursuant to FAC 68E-1. Nesting surveys must be conducted daily between sunrise and 9 a.m.
- b. The contractor shall not initiate work until daily notice has been received from the sea turtle permit holder that the morning survey has been completed. Surveys must be performed in such a manner so as to ensure that construction activity does not occur in any location prior to completion of the necessary sea turtle protection measures.
- c. The surveys shall be conducted and eggs shall be relocated per the following requirements.
 - i. Only those nests that may be affected by material placement will be relocated. Nests requiring relocation shall be moved no later than 9 a.m. the morning following deposition to a nearby self-release beach site in a secure setting where artificial lighting will not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings; relocated nests shall be randomly staggered along the length and width of the beach in settings that are not expected to experience daily inundation by high tides or known to routinely experience severe erosion and egg loss, or subject to artificial lighting. Nest relocations in association with construction activities shall cease when construction activities no longer threaten nests.
 - ii. Sea turtle nests deposited where the project activities have ceased or will not occur for 65 days shall be marked and left *in situ* unless other factors threaten the success of the nest. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and highly visible survey ribbon or string shall be installed to establish a 10-foot radius around the nest. No project activity shall occur within this area, nor shall any project activities be conducted which could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activities.
 - iii. Reports on all nesting activity shall be provided for the initial nesting season and for a minimum of three additional nesting seasons if placed material still remains on the beach. Monitoring of nesting activity in the seasons following construction shall include daily report sheets noting all activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of

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Joint Coastal Permit

St. Augustine Inlet and AIWW Maintenance Dredging and Beach Placement

Permit No. 0251706-001-JC

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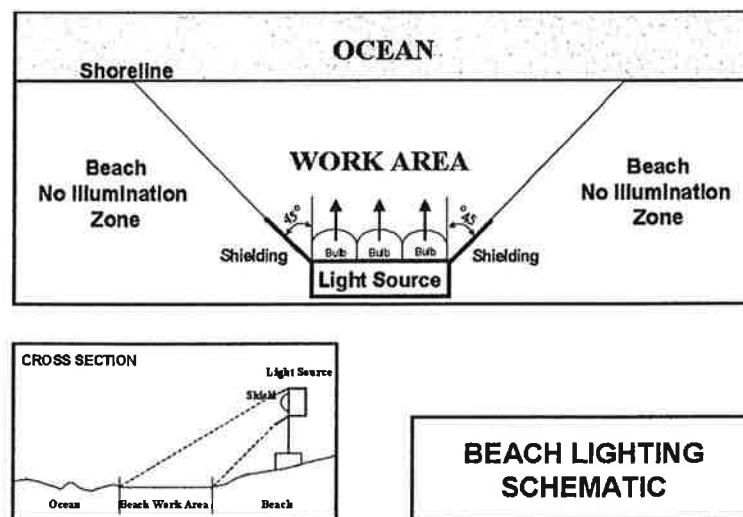
nests left in place (if any), dates of construction and names of all personnel involved in nest surveys and relocation activities. Data should be reported separately for the nourished areas and for an equal length of adjacent beach that is not nourished in accordance with the attached Table. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets). All reports should be submitted to the Tequesta office with a copy to the Tallahassee office by January 15 of the following year.

- iv. The 6-9 inch shell hash layer that is placed on the beach from approximately R-129 to R-132 shall be geo-referenced as a GIS shapefile between April 15 and May 1 for the initial nesting season and for each sea turtle nesting season the shell hash layer remains on the beach. Additionally, the perimeter of the shell hash layer shall be geo-referenced several times throughout the sea turtle nesting season between June 15 and June 30, between August 1 and August 15, and between September 15 and September 30, to accurately assess the movement of the shell hash layer. The location of all sea turtle emergences, both nests and false crawls, shall be geo-referenced. All sea turtle false crawls that take place within the perimeter of the shell hash layer shall be accurately described as "no digging", "an abandoned body pit", or "an abandoned egg chamber". Summaries of all nesting activity, including the location of the shell hash layer, shall be submitted in electronic format (Excel spreadsheets and GIS shapefiles). All reports shall be submitted by January 15 of the following year.

Table 1. Marine Turtle Monitoring for Beach Restoration Projects

Characteristic	Parameter	Measurement	Variable
Nesting Success	False crawls - number	Visual assessment of all false crawls	Number and location of false crawls in fill areas and nonfill areas: any interaction of the turtle with obstructions, such as groins, seawalls, or scarps, should be noted.
	False crawl - type	Categorization of the stage at which nesting was abandoned	Number in each of the following categories: emergence-no digging, preliminary body pit, abandoned egg chamber.
	Nests	Number	The number of marine turtle nests in filled and nonfilled areas should be noted. If possible, the location of all marine turtle nests shall be marked on map of project, and approximate distance to sea walls or scarps measured using a meter tape. Any abnormal cavity morphologies should be reported as well as whether turtle touched groins, seawalls, or scarps during nest excavation
		Lost Nests	The number of nests lost to inundation, erosion or the number with lost markers that could not be found.
	Lighting Impacts	Disoriented sea turtles	The number of disoriented hatchlings and adults shall be documented and reported in accordance with existing FWC protocol for disorientation events.
Reproductive Success	Emergence & hatching success	Standard survey protocol	Numbers of the following: unhatched eggs, depredated nests and eggs, live pipped eggs, dead pipped eggs, live hatchlings in nest, dead hatchlings in nest, hatchlings emerged, disoriented hatchlings, depredated hatchlings per each nest.

11. **Project Lighting.** During marine turtle nesting season (April 15 to October 31), lighting on offshore or onshore equipment shall be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all Coast Guard, EM 385-1-1, and OSHA requirements. Light intensity shall be reduced to the minimum standard required by OSHA for General Construction areas, in order not to misdirect sea turtles. Shields shall be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the construction area, as illustrated below.



12. **Equipment Storage.** Staging areas for construction equipment for sand placement shall be located off the beach to the maximum extent practicable from April 15 to October 31.
- a. Nighttime storage of the beach restoration project construction equipment not in use shall be off the beach to minimize disturbance to sea turtle nesting and hatching activities.
 - b. All construction pipes that are placed on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system.
 - i. Temporary storage of pipes shall be off the beach to the maximum extent possible.
 - ii. Temporary storage of pipes on the beach shall be in such a manner so as to impact the least amount of nesting habitat and shall not compromise the integrity of the dune systems.

- iii. Pipes placed parallel to the dune shall be five to ten feet away from the toe of the dune.
13. **Fill Restrictions.** During nesting season, the contractor shall not extend the beach fill more than 500 feet along the shoreline between dusk and the following day until the daily nesting survey has been completed and the beach cleared for fill advancement.
- a. If the 500 feet is not feasible for the project, an agreeable distance shall be determined in consultation with FWC staff during the preconstruction meeting.
 - b. Once the beach has been cleared and the necessary nest relocations have been completed, the contractor is allowed to proceed with the placement of fill during daylight hours until dusk.
14. **Beach Maintenance.** All derelict concrete, metal, and coastal armoring material and other debris shall be removed from the beach prior to any dredged material placement to the maximum extent practicable. If debris removal activities will take place from April 15 through September 30, the work shall be conducted during daylight hours only and shall not commence until completion of the sea turtle survey each day. All excavations and temporary alterations of the beach topography shall be filled or leveled to the natural beach profile prior to 9 p.m. each day.
15. **Trash Receptacles.** Predator-proof trash receptacles shall be installed and maintained at all beach access points used for the project construction to minimize the potential for attracting predators of sea turtles and beach mice. The contractors conducting the work shall provide predator proof trash receptacles for the construction workers. All contractors and their employees shall be briefed on the importance of not littering and keeping the project area trash and debris free.
16. **Tilling Requirements** Immediately after completion of the beach fill placement event and prior to March 1 for 3 subsequent years if placed sand still remains on the beach, the beach shall be tilled as described below or the applicant may follow the procedure outlined below to request a waiver of the tilling requirement. During tilling, at a minimum, the protocol provided below shall be followed.
- a. The area shall be tilled to a depth of 36 inches. All tilling activity must be completed prior to March 1.
 - b. An annual summary of compaction surveys and the actions taken shall be submitted to the FWC.
 - c. If the project is completed just before the nesting season, tilling shall not occur in areas where nests have been left in place or relocated unless authorized by the U.S. Fish and Wildlife Service in an Incidental Take Statement.

- d. This condition shall be evaluated annually and may be modified if necessary to address sand compaction problems identified during the previous year.
17. **Compaction Requirements.** To request a waiver of the tilling requirement, the Permittee may measure sand compaction in the area of restoration in accordance with a protocol agreed to by the FWC, the Department, the U.S. Fish & Wildlife Service, and the applicant to determine if tilling is necessary.
- a. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area) and one station shall be midway between the dune line and the high water line (normal wrack line).
 - b. At each station, the cone penetrometer shall be pushed to a depth of 6, 12, and 18 inches three times (three replicates). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments.
 - c. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.
 - d. If the average value for any depth exceeds 500 psi for any two or more adjacent stations, then that area shall be tilled prior to March 1. If values exceeding 500 psi are distributed throughout the project area but in no case do those values exist at two adjacent stations at the same depth, then consultation with the FWC shall be required to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling shall not be required.
18. **Escarpment Surveys.** Visual surveys for escarpments along the beach fill area shall be made immediately after completion of the beach nourishment project and between March 15 and April 15 for the following three years if placed sand still remains on the beach. All scarps shall be leveled or the beach profile shall be reconfigured to minimize scarp formation. In addition, weekly surveys of the project area shall be conducted during the two nesting seasons following completion of fill placement as follows.
- a. The number of escarpments and their location relative to DNR-DEP reference monuments shall be recorded during each weekly survey and reported relative to the length of the beach surveyed (e.g., 50% scarps). Notations on the height of

these escarpments shall be included (0 to 2 feet, 2 to 4 feet, and 4 feet or higher) as well as the maximum height of all escarpments.

- b. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet shall be leveled to the natural beach contour by April 15. Any escarpment removal shall be reported relative to R-monument.
 - c. If weekly surveys during the marine turtle nesting season document subsequent reformation of escarpments that exceed 18 inches in height for a distance of 100 feet, the FWC shall be contacted immediately to determine the appropriate action to be taken. Upon written notification, the Permittee shall level escarpments in accordance with mechanical methods prescribed by the FWC.
19. **Marine Turtle or Nest Encounters.** Upon locating a dead, injured, or sick endangered or threatened sea turtle specimen, initial notification must be made to the FWC at 1-888-404-FWCC. Care should be taken in handling sick or injured specimens to ensure effective treatment and care and in handling dead specimens to preserve biological materials in the best possible state for later analysis of cause of death. In conjunction with the care of sick or injured endangered or threatened species or preservation of biological materials from a dead animal, the finder has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed. In the event a sea turtle nest is excavated during construction activities, all work shall cease in that area immediately and the permitted person responsible for egg relocation for the project should be notified so the eggs can be moved to a suitable relocation site.

Protection of Anastasia Island Beach Mice

20. Beach mouse habitat shall be avoided when selecting sites for equipment, pipes, vehicle storage and staging to the maximum extent practicable. Suitable beach mouse habitat constitutes the primary dunes (characterized by sea and other grasses), secondary dunes (similar to primary dunes, but also frequently includes such plants as woody goldenrod, false rosemary), and interior or scrub dunes.
21. Existing or previously used beach access points must be used for vehicle and equipment beach access. These accesses must be delineated by post and rope or other suitable material to ensure vehicles and equipment transport stay within the access corridor. The topography at the accesses must be fully restored to pre-project work configuration following project completion. Equipment and material staging/storage areas for the project must be located outside of vegetated dune habitat. Parking areas for construction crews must be located as close as possible to the work sites, but outside of vegetated dunes to minimize impacts to existing habitat and the need to transport workers along the beachfront.
22. Beach accesses that impact vegetated dunes must be replanted within 3 months following project completion. The habitat restoration must consist of restoring the dune topography and planting with at least three species of appropriate native dune vegetation (i.e., native to coastal dunes in the respective county and grown from plant stock from that region of Florida). In order for the

restoration to be considered successful 80 percent of the total planted vegetation must be documented to survive six months following planting of vegetation. If the habitat restoration is unsuccessful, the area must be replanted following coordination with the USFWS.

23. The AISRA biologists will trap (using the trapping protocol prepared by the USFWS) the access areas five days prior to the pipeline placement and removal. All the captured mice will be tagged and relocated using a "hard release" technique. The mice will be placed in areas of suitable beach mouse habitat at least 1000 feet from the action area.

Dune Planting

24. All vegetation planting shall be designed and conducted to minimize impacts to sea turtles and beach mice. Dune vegetation planting may occur during the sea turtle nesting season under the following conditions.
- a. Daily early morning sea turtle nesting surveys and egg relocation shall be conducted in accordance with Specific Condition 11, above.
 - b. If a nest is disturbed or uncovered during planting activity, the contractor, Applicant or the Applicant's contractors shall cease all work and immediately contact the project turtle permit holder. If a nest(s) cannot be safely avoided during planting, all activity within 10 feet of a nest shall be delayed until hatching and emerging success monitoring of the nest is completed
 - c. All dune planting activities shall be conducted by hand and only during daylight hours;
 - d. All dune vegetation shall consist of coastal dune species native to the local area; (*i.e.*, native to coastal dunes in the respective county and grown from plant stock from that region of Florida). Vegetation shall be planted with an appropriate amount of fertilizer and antidesiccant material for the plant size;
 - e. No use of heavy equipment shall occur on the dunes or seaward for planting purposes. A lightweight (all-terrain type) vehicle, with tire pressures of 10 psi or less may be used for this purpose; and
 - f. Irrigation equipment, if needed, may be authorized under a modification of this permit.

Shorebird Protection Conditions

25. The proposed shell hash berm to be constructed at the dune breach at DEP monument R-131, shall be 6-9 inches to provide a substrate for nesting shorebirds.
26. **Shorebird Surveys.** Shorebird surveys should be conducted by trained, dedicated individuals (Shorebird Monitor) with proven shorebird identification skills and avian survey experience. Credentials of the Shorebird Monitor will be submitted to the FWC Regional Biologist for review. Shorebird Monitors will use the following survey protocols:

- a. *Nesting Season Surveys.* Shorebird Monitors should review and become familiar with the general information and data collection protocols outlined on the FWC's Beach-Nesting Bird Website (<http://myfwc.com/shorebirds/>). An outline of what data should be collected, including downloadable field data sheets, is available on the website.
 - i. The shorebird nesting season is generally 1 April – 1 September, but some nesting may occur through September.
 - ii. Nesting season surveys shall begin on April 1 or 10 days prior to project commencement (including surveying activities and other pre-construction presence on the beach), whichever is later, and be conducted daily throughout the construction period or through August, whichever is earlier. If project activities continue after August 31 and active nests or fledglings remain on the beach, then weekly surveys of the project site shall continue until all hatchlings have fledged.
 - iii. Nesting season surveys shall be conducted in all potential beach-nesting bird habitat within the project boundaries that may be impacted by construction or pre-construction activities during the nesting season. Portions of the project in which there is no potential for project-related activity during the nesting season may be excluded.
 - iv. Surveys for detecting new nesting activity will be completed on a daily basis prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt nesting behavior or cause harm to the birds or their eggs or young.
 - v. Surveys should be conducted by traversing the length of the project area and visually inspecting, using binoculars or spotting scope, for the presence of shorebirds exhibiting breeding behavior.
 - vi. If an ATV or other vehicle is needed to cover large project areas, the vehicle must be operated at a speed less than 6 mph, shall be run at or below the high-tide line, and the Shorebird Monitor will stop at no greater than 200 meter intervals to visually inspect for nesting activity.
 - vii. Once breeding is confirmed by the presence of a scrape, eggs, or young, the Bird Monitor will notify the Regional Nongame Biologist of the FWC at (352) 732-1225 within 24 hours.
 - viii. All breeding activity will be reported to the Beach-Nesting Bird website within one week of data collection. Weekly updates shall be reported on the Beach-Nesting Bird website until fledgling or loss of identified nests or hatchlings. A monitoring report of all shorebird nesting that takes place within the shell hash

layer shall be submitted to the FWC Imperiled Species Management Section in Tallahassee by January 15 of the following year.

- ix. Observations of non-breeding shorebirds should be reported to the Shorebird Seabird Occurrence Database, as described below.

27. **Buffer Zones and Travel Corridors.** Within the project area, the Permittee shall establish a 300 foot-wide buffer zone around any location where shorebirds have been engaged in nesting behavior, including territory defense. Any and all construction activities, including movement of vehicles, should be prohibited in the buffer zone.
- a. The width of the buffer zone shall be increased if birds appear agitated or disturbed by construction or other activities in adjacent areas.
 - b. Site-specific buffers may be implemented upon approval by FWC as needed.
 - c. Reasonable and traditional pedestrian access should not be blocked where nesting birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when nesting was initiated within 300 feet of an established beach access pathway. The Permittee shall work with FWC staff to determine if pedestrian access can be accommodated without compromising nesting success.
 - d. Designated buffer zones must be posted with clearly marked signs around the perimeter. If pedestrian pathways are approved within the 300-foot buffer zone, these should be clearly marked. These markings shall be maintained until nesting is completed or terminated. In the case of solitary nesters, nesting is not considered to be completed until all chicks have fledged.
 - e. No construction activities, movement of vehicles, or stockpiling of equipment shall be allowed within the buffer area.
 - f. FWC-approved travel corridors should be designated and marked outside the buffer areas. Heavy equipment, other vehicles, or pedestrians may transit past nesting areas in these corridors. However, other activities such as stopping or turning shall be prohibited within the designated travel corridors adjacent to the nesting site.
 - i. Where such a travel corridor must be established within the project area it should avoid critical areas for shorebirds (known nesting sites, wintering grounds, FWC-designated Critical Wildlife Areas, and USFWS-designated critical piping plover habitat) as much as possible, and be marked with signs clearly delineating the travel corridor from the shorebird buffer areas described above.

- ii. To the degree possible, the Permittee should maintain some activity within these corridors on a daily basis, without directly disturbing any shorebirds documented on site or interfering with sea turtle nesting, especially when those corridors are established prior to commencement of construction. Passive methods to modify nesting site suitability must be approved by FWC Regional Biologist for that region.
28. **Placement of Equipment and Sand.** If it will be necessary to extend construction pipes past a known shorebird nesting site or over-wintering area for piping plovers, then whenever possible those pipes should be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a known shorebird nesting site during the shorebird nesting season.
29. **Notification.** If shorebird nesting occurs within the project area, a bulletin board will be placed and maintained in the construction area with the location map of the construction site showing the bird nesting areas and a warning, clearly visible, stating that "BIRD NESTING AREAS ARE PROTECTED BY THE FLORIDA THREATENED AND ENDANGERED SPECIES ACT AND THE STATE AND FEDERAL MIGRATORY BIRD ACTS".
30. **Beach Contours.** Shorebird surveys must be conducted at least ten (10) days prior to any tilling or scarp removal that occurs during shorebird nesting season, starting February 15. It is the responsibility of the contractors to avoid tilling or scarp removal in areas where nesting birds are present.
- a. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling.
 - b. The slope between the mean high water line and the mean low water line must be maintained in such a manner as to approximate natural slopes.

Manatee Conditions

31. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
32. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

EXHIBIT "B"

33. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
34. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
35. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336).
36. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the Permittee upon completion of the project. Awareness signs that have already been approved for this use by the FWC must be used (see MyFWC.com). One sign which reads "*Caution Boaters: Watch for Manatees*" must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

WATER QUALITY MONITORING REQUIRED:

37. Turbidity shall be monitored follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: Every 4 hours during daylight operation, starting approximately 30 minutes after the beginning of daily operations.

Location: Background: At surface and mid-depth, clearly outside the influence of any artificially generated turbidity plume.

Dredge Site: approximately 500 meters from the suction head, in the opposite direction of the prevailing current flow.

Beach Site: approximately 1,000 meters upcurrent of the point where the return water from the dredged discharge reenters the Atlantic Ocean and at the same distance offshore as the corresponding compliance sample.

Compliance: At surface and mid-depth, within the densest portion of any visible turbidity plume generated by this project.

Dredge Site: Samples shall be collected 150 meters downcurrent from the dredge head, in the densest portion of any visible turbidity plume.

Beach Site: Samples shall be collected 150 meters downcurrent from the discharge point within the densest portion of any visible turbidity plume.

Any project-associated discharge other than dredging or placement on the beach (e.g., scow leakage or runoff from temporary containment area) should be monitored as close to the source as possible (no mixing zone) every hour until background turbidity levels return or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee or their contractor first becomes aware of the discharge. The subject line of the email shall state "PROJECT-ASSOCIATED DISCHARGE-OTHER", and include the Project Name and the Permit Number.

38. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than 29 NTUs above the corresponding background turbidity levels, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the Department's Bureau of Beaches and Coastal Systems (BBCS) in Tallahassee via email at JCPCompliance@dep.state.fl.us and include in the subject line, "TURBIDITY EXCEEDANCE", and the Project Name and Permit Number. Also notify the Department's Northeast District office in Jacksonville.
39. Turbidity Reports. All turbidity monitoring data shall be submitted within one week of analysis, along with documents containing the following information:
- a. time of day samples were taken;
 - b. dates of sampling and analysis;
 - c. depth of water body;
 - d. depth of each sample;
 - e. antecedent weather conditions, including wind direction and velocity;
 - f. tidal stage and direction of flow;

EXHIBIT "B"

- g. water temperature;
- h. a map indicating the sampling locations, dredging and discharge locations, and direction of flow;
- i. a statement describing the methods used in collection, handling, storage and analysis of the samples;
- j. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter and accuracy of the data;
- k. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service.

Monitoring reports shall be submitted by email to the JCP Compliance Officer (JCPCompliance@dep.state.fl.us) and to the Department's Northeast District office. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the Department, on the cover page to the submittal and at the top of each page, state: "This information is provided in partial fulfillment of the turbidity monitoring requirements in Permit No. 0251706-001-JC, for the St. Augustine Inlet and AIWW Maintenance Dredging and Beach Placement."

- 40. Turbidity Meter Calibration: The instruments used to measure turbidity shall be fully calibrated within one month of the commencement of the project, and at least once a month throughout the project. Calibration shall be verified each morning prior to use, and after each time the instrument is turned on, using a turbidity "standard" that is different from the one used during calibration.
- 41. In accordance with General Condition No. 12, the Permittee shall include a written statement of completion following each event. The following information shall be included:
 - a. The permit number (0251706-001-JC); and project name (St. Augustine Inlet and AIWW Maintenance Dredging and Beach Placement);
 - b. The specific location of the dredging and placement;
 - c. The date on which dredging began and the date of completion;

**Joint Coastal Permit
St. Augustine Inlet and AIWW Maintenance Dredging and Beach Placement
Permit No. 0251706-001-JC
Page 23 of 24**

- d. A table identifying any violations of turbidity standards that occurred during dredging or disposal, the probable causes of the violations, and corrective measures taken to reduce turbidity;
 - e. The quality and quantity of material dredged; and
 - f. A calculation of the total volume of material that was dredged below the maximum authorized depth of -18 feet MLLW based on a comparison surveys conducted immediately before and immediately after construction.
42. Per General Condition No. 12, the Department hereby notifies the Permittee that a copy of any as-built drawings required of the contractor or survey performed by the Corps is requested upon completion of the dredging event. The as-built or record drawings should be based on the Department permit construction drawings and should be clearly labeled as "As-Built" or "Record" drawings. Any deviations from the project description, project location or attached permit drawing shall be identified by the Permittee. Within 90 days of completion of dredging, the Permittee shall submit as-built drawings or an immediate post construction survey.
43. Pursuant to Section 161.142(2), F. S., the Department shall maintain a current estimate of the quantities of beach-compatible sand from maintenance dredging of inlet systems for purposes of prioritizing, planning and permitting of inlet management activities. As provided for in General Permit Condition No. 12, the Corps shall submit to the Department a written statement of completion that includes a description of the actual work completed. For the maintenance dredging activities authorized by this permit, the Corps shall describe the location (entrance channel, advance maintenance area(s), intracoastal waterway) and estimated volume of material dredged from each location; and the location (beach with specific FDEP reference monuments, nearshore) and estimated volume of material placed within each location.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Michael R. Barnett, P.E., Chief
Bureau of Beaches and Coastal Systems

EXHIBIT "B"

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Joint Coastal Permit
St. Augustine Inlet and AIWW Maintenance Dredging and Beach Placement
Permit No. 0251706-001-JC
Page 24 of 24

FILING AND ACKNOWLEDGMENT

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

 12/8/10
Deputy Clerk Date

Prepared by Stephanie Gudeman.

Attachments: Permit Drawings (17 pages)
Sediment QA/QC Plan

**AMENDMENT NO. 1 TO THE
INTERLOCAL AGREEMENT BY AND BETWEEN
MARTIN COUNTY
AND THE
FLORIDA INLAND NAVIGATION DISTRICT**

PROJECT # ICW-MA-06-05

This AGREEMENT AMENDMENT made and entered into this _____ day of _____, 2012 by and between the Florida Inland Navigation District, an independent special taxing District of the State of Florida (hereinafter the "District"), and Martin County, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH

WHEREAS, the County requested that the District make available District Site DMMA O-23 ("the Site") for a Temporary Debris Storage and Reduction Site (TDSR) in case of future hurricanes (hereinafter the "Project"); and

WHEREAS, the District was willing to participate in the Project because of the benefit to the District and the Atlantic Intracoastal Waterway, subject to the terms and provisions of this Interlocal Agreement; and

WHEREAS, the County and the District entered into an Interlocal Agreement No. ICW-MA-06-05 for the Project on October 5, 2006 for a certain term of five years; and

WHEREAS, the County has requested that the District extend the term of Interlocal Agreement No. ICW-MA-06-05 for an additional term; and

WHEREAS, the District is still willing to participate in the Project because of the benefit to the District and the Atlantic Intracoastal Waterway, subject to the terms and provisions of this Interlocal Agreement; and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree that the following sections of Interlocal

Agreement No. ICW-MA-06-05 be amended by this Agreement Amendment No. 1 as follows:

The existing Paragraph 3 shall be deleted and the following new Paragraph 3 shall be inserted.

3. Effective Date and Term. This Agreement shall take effect upon execution and shall terminate in one (1) year, unless such time has been extended by the District. Notwithstanding the Term of this Agreement, in the event the District at any time during the term determines that it needs to retake exclusive possession of the Site for the purposes for which the District acquired the Site, the District shall have the right to terminate this Agreement on ninety (90) days written notice to County.

All other provisions of Interlocal Agreement ICW-MA-06-05 shall remain in full force and effect during the amended term of the Agreement Amendment No.1.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION
DISTRICT

By: _____
Executive Director

DATE: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF MARTIN COUNTY, FLORIDA

Clerk

By: _____

Approved as to Form and Correctness:

Stephen Fry, County Attorney

**INTERLOCAL AGREEMENT BY AND BETWEEN
MARTIN COUNTY
AND THE
FLORIDA INLAND NAVIGATION DISTRICT**

PROJECT # ICW-MA-06-05

This AGREEMENT made and entered into this 5th day of October, 2006 by and between the Florida Inland Navigation District, an independent special taxing District of the State of Florida (hereinafter the "District"), and Martin County, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH

WHEREAS, the County has requested that the District make available District Site DMMA O-23 which is more particularly described in attached Exhibit A, ("the Site") for a Temporary Debris Staging and Reduction Site (TDSR) in case of future hurricanes (hereinafter the "Project"); and

WHEREAS, the District is willing to participate in the Project because of the benefit to the District and the Atlantic Intracoastal Waterway, subject to the terms and provisions of this Interlocal Agreement; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to clarify the parties' roles and obligations regarding the Project.

2. Responsibilities of the Parties.

a. Responsibilities of the District. The District agrees to allow the County to utilize the Site at the County's expense. The District will provide the County with any Site documents that the District may already have on hand and will endeavor to answer any technical questions regarding the Site.

b. Responsibilities of the County. County shall complete, or cause to be completed, the Project in an orderly and efficient manner. The County shall restore the Site to its pre-Project condition unless otherwise agreed to by the District.

(i) Prior to initiating the Project the County will provide the District with an operational plan clearly indicating how the hurricane debris will be stored, managed, and eventually removed from the site, the equipment utilized for the Project, and shall contain a site plan showing all loading areas, haul routes, staging areas, and equipment storage areas.

(ii) County shall, through its agents and employees, prevent the unauthorized use of the District's property or any use thereof not in conformance with this Agreement.

(iii) Any structures, improvements or signs constructed by County in accordance with a plan approved by the District shall be removed by County at the termination of this Agreement. No trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of District. Removable equipment and removable improvements placed on the Site by the County which do not become a permanent part of the Site will remain the property of the County and shall be removed by the County upon termination of this Agreement.

(iv) In consideration for the privilege herein granted, the County shall not claim any damages from the District in connection with or on account of, and as between the parties shall be solely responsible for, any injuries or damages arising in or on the Site while being used by the County and its agents, representatives, and employees. The County shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes, and shall be responsible for the acts and omission of its officers, employees, representatives and agents in the event that such acts or omissions result in injury to persons or damage to property. The District does not warrant or

represent that the Site is safe or suitable for the purpose for which the County is permitted to use it, and the County assumes all risks in its use.

(v) The County shall require any third party contractors, engineers, consultants, etc., to maintain additional insurance in the minimum coverage amount of one million dollars (\$1,000,000.00) for liability and workmen's compensation, which insurance shall provide that the District be an additional insured.

(vi) County agrees that it will not do, or cause to be done, in, on, or upon the Site or as affecting said Site, any act which may result in damage or depreciation of value to the Site, or any part thereof.

(vii) County agrees that, during the term of this lease, it:

A. Shall keep or cause the Site to be kept free of hazardous wastes or substances deposited at the Site by the County. Any and all hazardous waste and substances deposited at the site as a result of the Project shall be stored in plastic lined dumpsters such that none of the waste or substances, or seepage from said waste or substances shall contaminate the soil or water on the Site. County shall have no responsibility for hazardous waste or substances that existed on the Site prior to occupation of the Site by the County per this Agreement. Prior to occupation of the Site, County shall perform sufficient soil and water testing to establish a baseline for the existence of hazardous waste and/or substances. Prior to returning the Site to the District, County shall retest to confirm County's Project activities did not release any hazardous waste and/or substances. In the event the retests disclose hazardous waste and/or substances caused by Project activities, County shall take all necessary actions to remove said hazardous waste and/or substances and return the Site to its pre-Project condition.

B. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of County or any assignees, a release of hazardous wastes or substances onto the Site.

C. Shall comply with and ensure compliance by its employees and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.

D. The terms “hazardous waste”, “hazardous substance”, “disposal”, “release”, and “threatened release”, if used in this lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA”), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 (“SARA”), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

E. Shall immediately provide District with notice of any release or threatened release of hazardous waste within the Site and shall immediately provide District with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste within the Site.

F. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Site, arising from County’s use of the Site.

(vii) County agrees that it will at its cost construct an entrance road from Savannah Road to the cleared area of the Site, said entrance road to be located generally as shown on Exhibit “B” (Entrance Road) attached hereto and made a part hereof. The Entrance Road shall be a paved surface from the edge of the pavement of Savannah Road to the property line of the Site and shall consist of shell rock or similar material from the property line of the Site to the cleared area of the Site. As part of the Entrance Road construction, County shall install a gate that is comparable to the existing perimeter fence on the Site. All plans and specifications for the Entrance Road shall be approved by the District prior to commencement of construction.

3. Effective Date and Term. This Agreement shall take effect upon execution and shall terminate in five (5) years, unless such time has been extended by the District. Notwithstanding the Term of this Agreement, in the event the District at any time during the Term determines that it needs to retake exclusive possession of the site for the

purposes for which the District acquired the Site, the District shall have the right to terminate this agreement on ninety (90) days written notice to County. In the event of such termination during the original 5 year term hereof, the district shall reimburse County on a prorata basis (pro-rated over the 5 year term) for the unamortized cost of the Entrance Road

4. Compliance with Codes and Laws. The County agrees to abide by all applicable laws, orders, rules, and regulations. The County is also responsible for obtaining and abiding by federal, state and local permits necessary for the development and completion of the Project. The District reserves the right to terminate this Agreement if the County fails to perform the Project in compliance with any applicable permits, laws, orders, rules, and regulations or if the County fails to resolve any and all complaints of the public during the Project. The District shall provide the County with due notice of any non-compliance issue or complaints in accordance with Paragraph 7 of the Agreement.

5. Independent Contractor. The parties agree that the District is an independent contractor and not an agent or servant of the County. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

6. Liability. The parties to this Agreement shall not be deemed to assume any liability for the negligence or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes. County acknowledges that the District, its employees, commissioners and agents are solely providing the Site for the Project and are not involved in the design, construction, operation or maintenance of the Project.

7. Breach and Opportunity to Cure. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

8. Litigation Costs/Venue. In the event that the District or the County institutes any action or suit to enforce the provisions of this Agreement, each party shall be responsible for its own attorney's fees and costs at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in Palm Beach County, Florida, and any trial shall be nonjury.

9. Notice. Any notices required to be given under this Agreement shall be in writing and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the District:
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498
Attn: Executive Director

As to County:

Martin County
Attn: Field Operations Manager – Engineering
2151 SE Aviation Way
Stuart, Florida 34996

With a copy to:
Martin County
Attn: Real Property Manager
2401 SE Monterey Road
Stuart, Florida 34996

10. Modification and Amendment. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

11. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

12. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

13. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

14. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

15. Assignment. The County may not assign this Agreement or any interest hereunder without the express prior written consent of the District.

16. Entirety of Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

[intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

Loni Curcio

Susan D. S.

FLORIDA INLAND NAVIGATION
DISTRICT

By: [Signature]
Executive Director

DATE: 10/05/06

ATTEST:

[Signature]
Clerk, Marsha Ewing

BOARD OF COUNTY COMMISSIONERS
OF MARTIN COUNTY, FLORIDA

By: [Signature]
Michael DiTerlizzi, Vice-Chairman

Approved as to Form and Correctness:

[Signature]
Stephen Fry, County Attorney

Exhibit A**LEGAL DESCRIPTION FOR THE ENTIRE PARCEL:**

LEGAL DESCRIPTION FOR LANDS LYING IN SECTIONS 27 AND 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, GO N00°07'26"W ALONG THE WEST LINE OF SAID SECTION 27 A DISTANCE OF 1422.33 FEET TO THE POINT OF BEGINNING ALSO BEING THE SOUTHWEST CORNER OF PART OF THE ORIGINAL HOMESTEAD OF ED F. GLUTSCH AS RECORDED IN PLATBOOK 1, PAGE 213 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING IN MARTIN COUNTY, FLORIDA; THENCE N69°03'38"E ALONG THE SOUTH LINE OF THE SAID ORIGINAL HOMESTEAD OF ED. F. GLUTSCH AND ALSO THE NORTH RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD A DISTANCE OF 1275.29 FEET; THENCE N28°03'14"W, 9.97 FEET; THENCE N35°58'50"W, 94.11 FEET; THENCE N35°54'47"W, 51.36 FEET; THENCE N25°37'10"W, 46.01 FEET; THENCE N15°14'15"W, 67.83 FEET; THENCE N37°59'19"W, 120.89 FEET; THENCE N35°57'55"W, 119.86 FEET; THENCE N43°33'24"W, 62.76 FEET; THENCE N42°45'42"W, 101.89 FEET; THENCE N33°28'49"W, 29.60 FEET TO THE WEST LINE OF SAID LOT 1 ORIGINAL HOMESTEAD OF ED F. GLUTSCH; THENCE S00°07'26"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 105.65 FEET; THENCE S20°36'26"E A DISTANCE OF 61.21 FEET; THENCE S69°09'21"W A DISTANCE OF 331.30 FEET; THENCE N21°18'24"W A DISTANCE OF 218.96 FEET, THENCE S69°05'55"W A DISTANCE OF 453.85 FEET TO THE WEST LINE OF LOT 4 OF THE SAID ORIGINAL HOMESTEAD OF ED F. GLUTSCH; THENCE N00°07'26"W ALONG THE SAID WEST LINE OF LOT 4 A DISTANCE OF 313.51 FEET; THENCE S89°50'07"W A DISTANCE OF 113.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF STATE ROAD 723 ALSO KNOWN AS SAVANNAH ROAD BEING A POINT ON A CURVE; THENCE ALONG THE EAST RIGHT-OF-WAY OF STATE ROAD 723 BEING A CURVE CONCAVE TO THE NORTHWEST WHICH RADIUS BEARS N72°57'49"W, HAVING A CENTRAL ANGLE OF 33°30'13", A RADIUS OF 1482.69 FEET AND A LENGTH OF 867.00 FEET TO A POINT ON SAID CURVE; THENCE S39°22'35"E A DISTANCE OF 607.13 FEET TO THE NORTH RIGHT-OF-WAY OF THE SAID FLORIDA EAST COAST RAILROAD; THENCE N69°03'38"E ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD A DISTANCE OF 220.21 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 25.08 ACRES MORE OR LESS



KEY

- PROPERTY LINE
- USAGE AREAS
- ACCESS ROAD
- HAUL ROADS

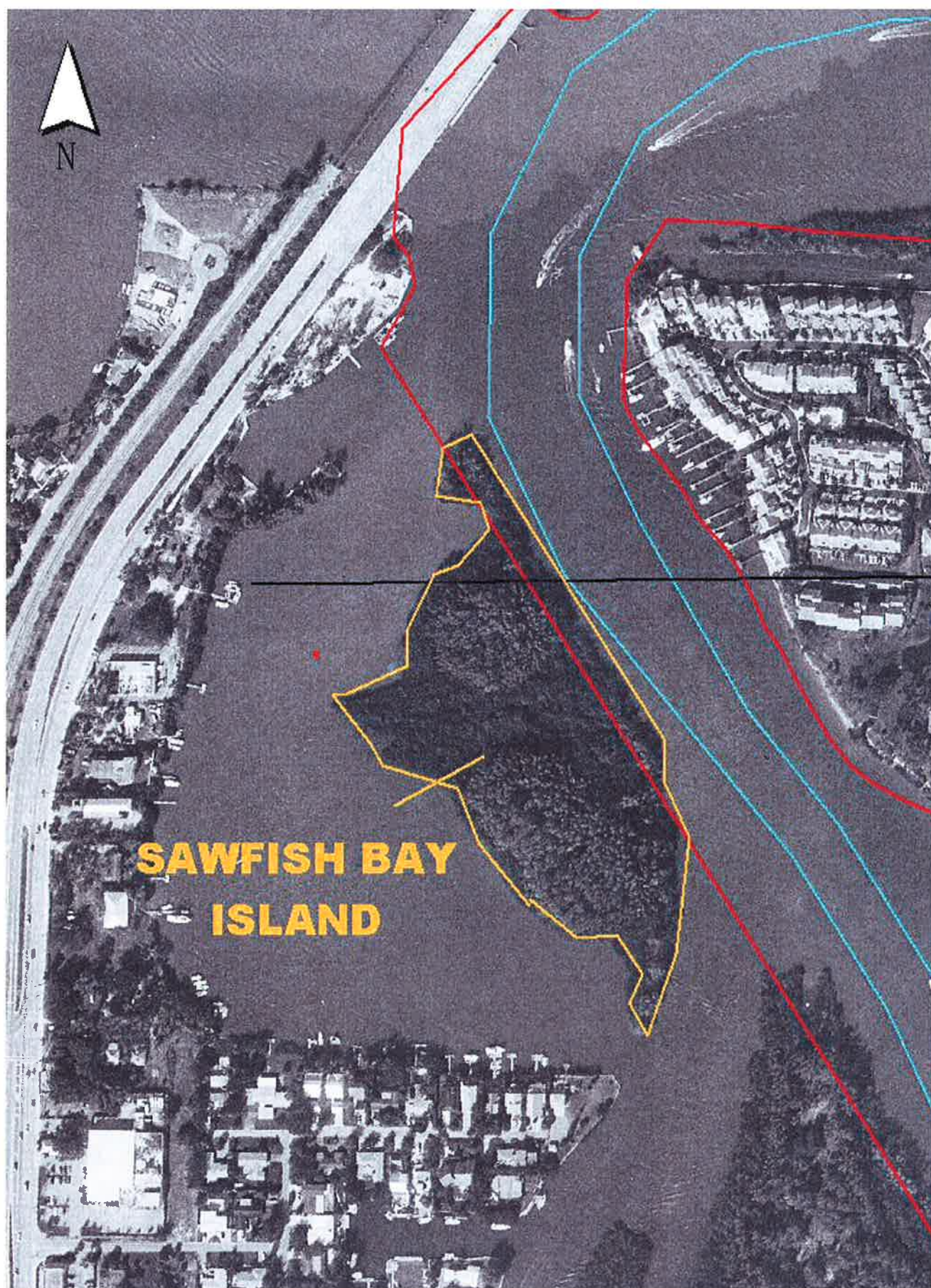


DESIGNED BY	2/08	PROJ. NO.	
CHECKED BY	2/08	FIELD BK.	
SUPERVISED BY	2/08	SCALE	N/A
		SHEET-NO.	1 OF 2

**0-23 FIND SITE
PROPOSED TDSR LAYOUT**

MARTIN COUNTY
2401 S.E. MONTEREY ROAD SUITE, FL 34896
PHONE NO. (772) 208-9922

DATE	2/08
TIME	10:00 AM
FILE	208-9922



**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
THE FLORIDA INLAND NAVIGATION DISTRICT
FOR
SAWFISH ISLAND RESTORATION**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2012, by and between the Florida Inland Navigation District, a special taxing District existing under the laws of the State of Florida (the "DISTRICT"), and Palm Beach County, Florida, a political subdivision of the State of Florida (the "COUNTY"), hereinafter referred to collectively as "the parties."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, the COUNTY and the DISTRICT intend to make the most efficient use of their powers by continuing to cooperate with each other on restoration projects to benefit COUNTY and DISTRICT wetlands and waterways; and

WHEREAS, the DISTRICT is the owner in fee of a 9.3-acre tract of real property, known as Sawfish Island, located within the boundaries of the Town of Jupiter in Palm Beach COUNTY, Florida, and more specifically described in **Exhibit "A"** attached hereto and incorporated herein; and

WHEREAS, Sawfish Island contains significant biological, environmental, recreational and educational value to the DISTRICT and the COUNTY, and it is in the best interests of the residents and citizens of the COUNTY for the Island to be restored by constructing the Restoration Project ("PROJECT"), as detailed in **Exhibit "B"**; and

WHEREAS, the PROJECT shall be constructed and managed by the COUNTY, in cooperation with the DISTRICT, in order to preserve the site in its natural state with intact native

Florida ecosystems, restore impacted areas to provide advanced mitigation for DISTRICT PROJECTS, and to provide natural resource-based public recreation; and

WHEREAS, the COUNTY and the DISTRICT desire to establish their respective roles in the PROJECT to make the most efficient use of their respective resources.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which the parties expressly acknowledge, the DISTRICT desires that the COUNTY construct and manage the PROJECT at Sawfish Island as hereinafter defined, upon the following terms and conditions:

1. RECITALS: The parties hereto acknowledge and agree that the recitals set forth above are true and correct, and are fully incorporated into this Agreement.

2. PURPOSE: The purpose of this Agreement is to provide a mechanism for funding, constructing and managing the PROJECT. And to set forth the terms, conditions and obligations of each of the respective parties hereto.

3. THE PROJECT.

A. Description. The PROJECT consists of restoring Sawfish Island, per **Exhibit "B"**.

B. Eligible Costs. The Eligible Costs are associated with PROJECT management, engineering, design, permitting, constructing and environmental and PROJECT performance monitoring as detailed in **Exhibit "C"**.

4. TERM: The term of this Agreement shall commence upon the final date of execution by both parties (the "Effective Date") and shall be for an initial period of ten (10) years unless amended or terminated as provided herein.

5. FUNDING. The parties agree that the DISTRICT will cover all eligible services and expenses for the Project as estimated in **Exhibit "C"**.

6. RIGHT OF USE: The COUNTY shall have the right of ingress and egress to, from and upon the PROJECT for the life of this Agreement for all purposes necessary for the rights conveyed herein.

7. MANAGEMENT: Upon execution of this Agreement, the COUNTY shall manage as necessary to protect the native ecosystems restored within the PROJECT.

8. RESPONSIBILITIES OF THE COUNTY

A. The COUNTY shall be responsible for management, design, construction and monitoring of the PROJECT.

B. The COUNTY shall obtain all applicable permits and comply with all applicable federal, state and local laws, regulations and ordinances relating to the performance of this Agreement.

C. The COUNTY shall co-sign necessary permit applications for the PROJECT.

D. The COUNTY shall perform all permit required post construction monitoring.

E. The COUNTY shall pay all PROJECT expenses in anticipation of reimbursement from the DISTRICT.

F. The COUNTY shall submit invoices for payment to the DISTRICT not more frequently than quarterly, but at least annually. For reimbursement to occur, the COUNTY shall submit invoices to the DISTRICT that shall include a reference to this Agreement, identify the Project, identify the Tasks performed, identify the amount due and payable to the COUNTY and include a statement certifying that the invoice amount includes only eligible expenses that have been incurred and paid. Invoices shall be in sufficient detail for pre-audit and post-audit review. The COUNTY shall provide any further documentation deemed necessary by the DISTRICT.

G. The COUNTY shall maintain adequate records to justify all charges, expenses and costs represented by the invoice amounts for at least five (5) years after completion of the PROJECT or termination of the Agreement, whichever occurs last. The COUNTY shall afford the DISTRICT access to all books, records, and documents related to the PROJECT as required in this paragraph for purposes of inspection or audit during normal business hours.

H. The COUNTY shall provide the DISTRICT with copies of any PROJECT-related scopes of work, contracts, permits, surveys, aerials, reports and studies including pre- and post-construction monitoring reports, bid tabulations, schedules, change orders, plans and specifications for work related to this Agreement. To the greatest extent possible, the above documents shall be provided in digital format.

I. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon an appropriation for its purpose by its Board in its annual fiscal year budget during the term of this Agreement.

J. The COUNTY shall erect and maintain signs identifying Sawfish Island as being open to the public for natural resource-based outdoor recreation, as having funds provided by the DISTRICT for the construction and management of the PROJECT, and as being constructed by the COUNTY in cooperation with the DISTRICT.

K. The COUNTY shall manage and maintain the Island, as necessary, and shall attempt to minimize management costs to the DISTRICT.

9. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT shall reimburse the COUNTY for 100% of the eligible costs detailed in **Exhibit "C."** Eligible costs are limited to: PROJECT management; engineering; design; permitting; construction; and environmental and PROJECT performance monitoring.

B. Invoices received from the COUNTY and approved by the DISTRICT shall be paid within thirty (30) days of receipt. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners and shall be clearly marked to identify the PROJECT. Payments shall be submitted to the Palm Beach County Department of Environmental Resources Management.

C. Notwithstanding any other provision herein, the DISTRICT's obligation to pay under this Agreement is contingent upon an appropriation for its purpose by the DISTRICT's Board of Directors in its annual fiscal year budget during the term of this Agreement.

D. The DISTRICT grants to the COUNTY a temporary easement across and over its property for the right to access, restore, operate and maintain the PROJECT, subject to the terms and conditions set forth herein.

E. The DISTRICT will co-sign permit applications and provide any required conservation easements associated with the PROJECT.

10. JOINT RESPONSIBILITIES:

A. The parties shall encourage students, residents and visitors to use the PROJECT, for educational and natural resource-based recreational and conservation purposes.

B. The parties shall jointly determine the future of the PROJECT should any unforeseen events or activities, either natural or human-caused, severely limit or eliminate the natural resource values present on Sawfish Island.

11. TERMINATION: If either party fails to fulfill its obligations under this Agreement, or any amendment hereto, in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency. The party in default shall then have sixty (60) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, and unless otherwise agreed by

the parties, the party not in default shall have the option to terminate the Agreement at the expiration of the sixty (60)-day time period. If the COUNTY fails to construct the PROJECT as shown in **Exhibit "B"** within five (5) years of the Effective Date of this Agreement, provided that the DISTRICT fulfills its obligation to provide the funding needed for the PROJECT, the DISTRICT may elect to terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY.

12. DISPUTES: As a condition precedent to any party bringing a lawsuit for breach of this Agreement or any amendment thereto, that party must first notify the other party in writing of the nature of the purported breach and must seek in good faith to resolve the dispute through negotiation. In the event a dispute arises which the parties cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

13. ATTORNEY FEES: Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement or any amendment thereto shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

14. VENUE: The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern DISTRICT of Florida for any claims which are justiciable in federal court.

15. INSURANCE: Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the COUNTY acknowledges to be self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such limits that may change and be set forth by the Legislature. The COUNTY acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, the COUNTY agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which the DISTRICT agrees to recognize as acceptable for the above-mentioned coverages. The COUNTY and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or any political subdivision thereof; (2) the consent of the State of Florida, the COUNTY, or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents or agencies or any political subdivision thereof beyond the waiver provided in Section 768.28, Florida Statutes.

16. COUNTY AND DISTRICT AS ADDITIONAL INSUREDS: All insurance by third-party contractors shall specifically include the COUNTY and the DISTRICT as "additional insured."

17. INDEMNIFICATION: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the DISTRICT shall indemnify, defend and hold the COUNTY harmless against any actions, claims and damages arising out of the DISTRICT's negligence in connection with this Agreement, and the COUNTY shall indemnify, defend and hold the DISTRICT harmless against any actions, claims and damages arising out of the COUNTY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligent, willful or intentional acts. The foregoing indemnification shall survive the expiration or termination of this Agreement

18. NON EXCLUSIVITY OF REMEDIES: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

19. MAINTENANCE OF RECORDS: The COUNTY shall maintain, in accordance with generally-accepted governmental auditing standards, all financial and nonfinancial records and reports directly or indirectly related to the negotiation or performance of this Agreement, or any amendment hereto, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or earlier termination of this Agreement. The DISTRICT shall have the right to examine in accordance with generally-accepted governmental auditing standards all records directly or indirectly related to this Agreement or any amendment thereto. Such examination may be made only upon reasonable notice, time and place. In the event the COUNTY should become involved in a legal dispute with a third party arising from performance under this Agreement or any amendment hereto, the COUNTY shall extend the period of maintenance for all records relating to this Agreement or any amendment hereto until the final disposition of the legal dispute, and all such records shall be made readily available to the DISTRICT.

20. NO WAIVER OF BREACH: The failure to insist on strict performance of or the waiver of any covenant, condition, or provision of this Agreement by any party shall not relieve the other party from performing any other obligation strictly in accordance with the terms of this Agreement. No waiver by any party of one of the provisions hereof shall be effective unless the waiver is set forth in writing and signed by both parties.

21. SECTION CAPTIONS: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

22. INCORPORATION BY REFERENCE: Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

23. CONSTRUCTION: No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

24. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or gender expression be excluded from participation in, denied the benefits of, or be otherwise subjected to any form of discrimination in any activity carried out by the performance of this Agreement.

25. PARTIAL INVALIDITY: Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any form of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

26. DUPLICATE ORIGINALS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

27. ASSIGNMENT: This Agreement shall not be assigned in whole or in part without the prior written consent of the DISTRICT. Any assignment made either in whole or in part without the prior written consent of the DISTRICT shall be void and without legal effect.

28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Agreement Premises is held by the DISTRICT. The COUNTY shall not do or permit anything which purports to create a lien or encumbrance of any nature against the real property contained in the PROJECT, including, but not limited to, mortgages or construction liens against the PROJECT or against any interest of the DISTRICT therein.

29. EASEMENTS: All easements, including, but not limited to, utility easements are expressly prohibited without the prior written approval of the DISTRICT. Any easement executed after the date of this Agreement, which are not approved in writing by the DISTRICT, shall be void and without legal effect.

30. RELATIONSHIP OF PARTIES: The parties shall be considered independent contractors. Neither party shall be considered an employee or agent of the other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent

contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

31. RIGHTS AND PRIVILEGES: It is the intent and understanding of the parties that this Agreement is solely for the benefit of the COUNTY and the DISTRICT. No person or entity other than the COUNTY or the DISTRICT shall have any rights or privileges under this Agreement in any capacity whatsoever either as third-party beneficiary or otherwise.

32. RECORDS INSPECTION: The parties shall allow public access to all relevant documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should a party assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that party.

33. INSPECTION OF PROJECT BY DISTRICT: The DISTRICT or its duly authorized agents, representatives, or employees shall have the right at any and all times to inspect the PROJECT and the works and operations thereon of the COUNTY in any manner pertaining to this Agreement.

34. DAMAGE TO THE PROJECT: The COUNTY shall not do, or cause to be done, in, on, or upon the PROJECT or as affecting said PROJECT, any act that is not in accordance with the PROJECT or the Management Plan which may result in damage or depreciation of the natural resource value to the PROJECT, or any part thereof. The COUNTY shall not dispose of any contaminants, including, but not limited to, hazardous or toxic substances, chemicals, or other agents used or produced in COUNTY operations, on the PROJECT or on any adjacent State land or in any manner not permitted by law. In the event of an accident or the discovery of such disposal, the COUNTY shall immediately report such occurrence to the DISTRICT, indicating what is being disposed of and where and how disposal is to take place.

35. NOTICE: All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- a. Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477

With copy to:

- b. Director
Palm Beach County
Department of Environmental Resources Management
2300 N. Jog Road – 4th Floor
West Palm Beach, Florida 33411-2743

With copy to:

Palm Beach County Attorney's Office
Real Estate Attorney
301 N. Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

36. ENTIRE UNDERSTANDING: This Agreement sets forth the entire understanding between the parties. The Agreement shall only be amended with the prior written approval of both parties. This Agreement shall bind the parties, their assigns, and successors in interest.

37. RECORDING: The COUNTY shall record this Agreement in the public records of Palm Beach COUNTY, Florida.

38. INSPECTOR GENERAL: Palm Beach COUNTY has established the Office of the Inspector General in Palm Beach COUNTY Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Lead permittee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ATTEST:

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

BY: _____
Deputy Clerk

BY: _____
Chair

DATE: _____
(Seal)

DATE: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

BY: _____
Assistant County Attorney

Robert Robbins, Director
Palm Beach County Dept. of
Environmental Resources Management

DATE: _____

LEGAL FORM APPROVED BY
DISTRICT COUNSEL:

FLORIDA INLAND NAVIGATION
DISTRICT

BY: _____

BY: _____
Executive Director

DATE: _____

DATE: _____

ATTEST:

Secretary
(Seal)

EXHIBIT A

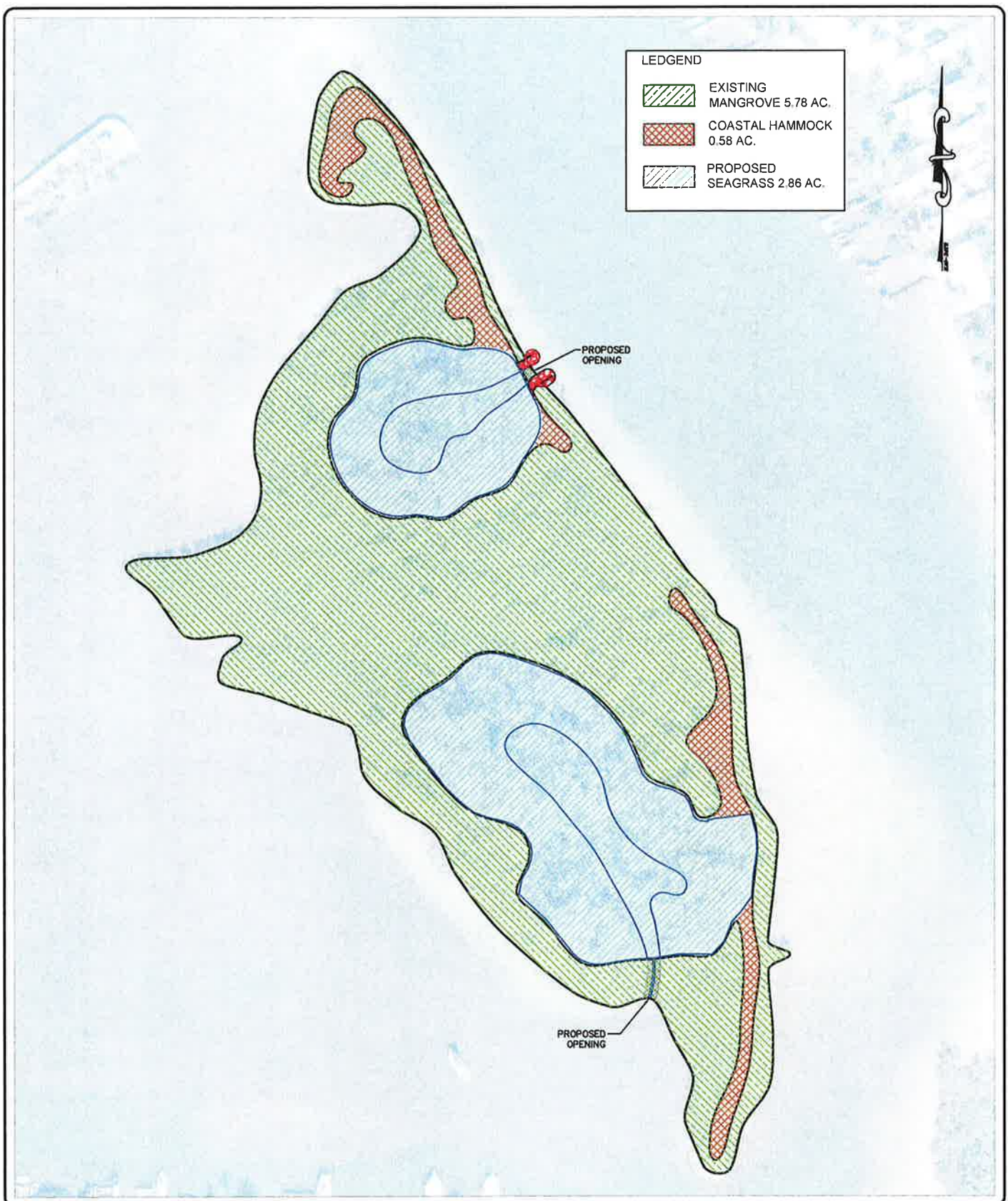
SAWFISH ISLAND LEGAL DESCRIPTION
(To be provided by FIND)

EXHIBIT B

**SAWFISH ISLAND RESTORATION PROJECT
PLAN VIEW**

EXHIBIT C

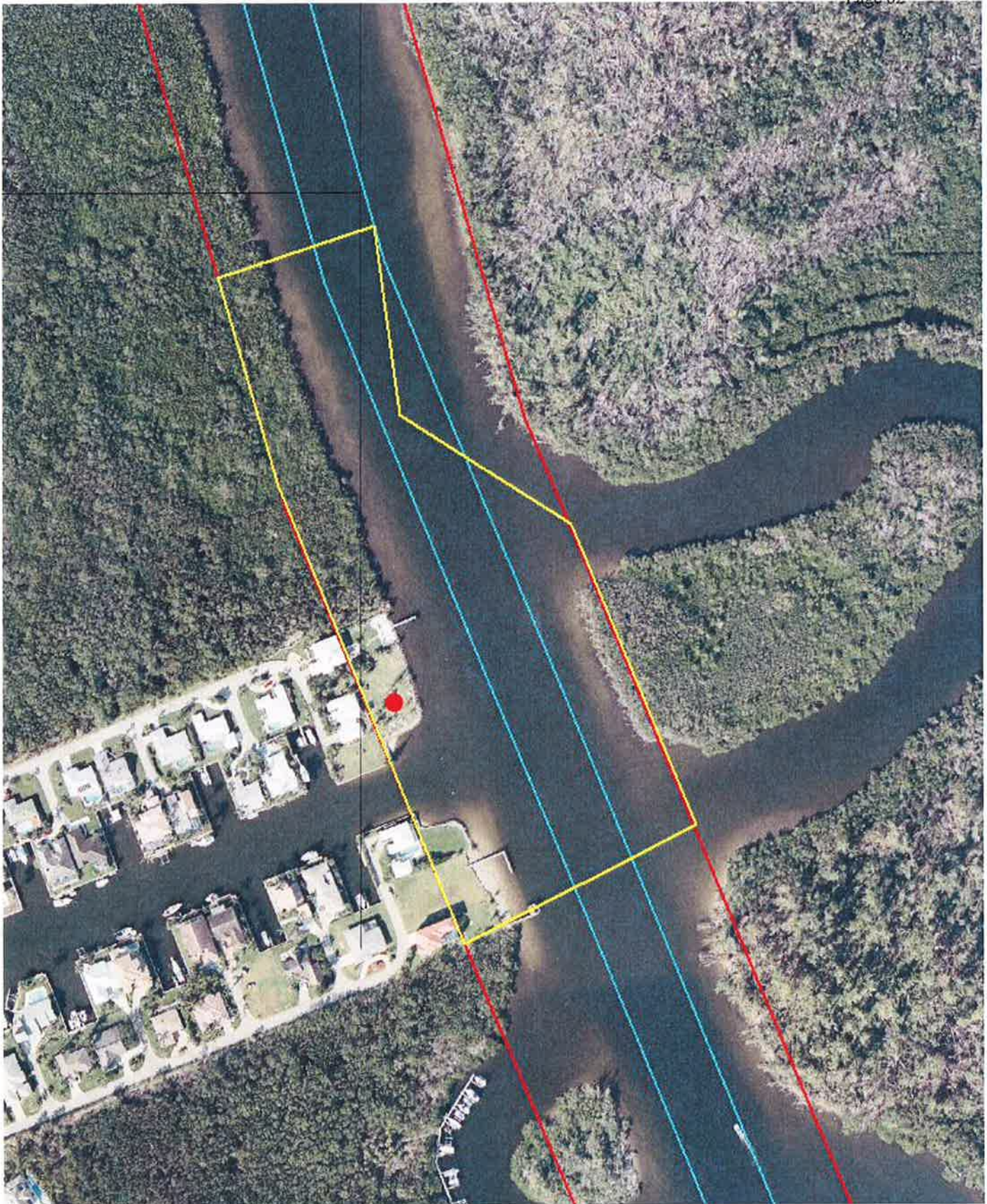
**SAWFISH ISLAND RESTORATION
COST ESTIMATES**



Sheet <div style="font-size: 2em; font-weight: bold;">1</div> of <div style="font-size: 2em; font-weight: bold;">1</div>	Project: SAWFISH ISLAND	SEAL	Scale: AS NOTED Drawn: JMC Checked: JMC Date: 10/18/2011 Field Book No:	No.	Revision:	By:	Date:	 PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2300 NORTH JOG ROAD, 4th FLOOR WEST PALM BEACH, FLORIDA 33411 (561) 233-2400
	PLAN							

Cost Estimate for Sawfish Island Mitigation Project: 1-20-2012

[illegible]



-  Channel
-  ICW Right-of-Way
-  RW Tract 482
-  Trezuoli Lot

Location Map

Right of Way Parcel 482



THIS INSTRUMENT PREPARED BY
AND RETURN TO:

David K. Roach
Florida Inland Navigation District
1314 Maricnski Road
Jupiter Fl., 33477

Property Control No. 34-38-42-015-000-00650-09373

LICENSE AGREEMENT

The Florida Inland Navigation District ("FIND"), an independent special district, established under the laws of the State of Florida, hereby gives its License to Dominick Terzouli, as tenant by the entirety, whose address is 8976 SE Harbor Island Way, Hobe Sound, Fl. 33455 ("Licensee") for the construction of a single family dock approximately 334 square feet in size as shown on the attached Exhibit "A" partially over FIND's property known as Right of Way Parcel 482 in Martin County, Florida , as described in the attached Exhibit "B". This License shall run with the ownership of Licensee's property described in the attached Exhibit "C" and is further subject to the following conditions:

1. No activities other than those set forth above are authorized. Any additional activities on FIND-owned lands must receive further consent from the FIND Board of Commissioners.

2. Licensee agrees that all title and interest to all lands described in Exhibit "B" and those lands lying below the historical mean high water line or ordinary high water line are vested in FIND or the State of Florida, and shall make no claim of title or interest in said lands by reason of the occupancy or use thereof.

3. Licensee agrees to use or occupy the subject premises (i.e., the dock area as described in Exhibit "A") for those purposes specified herein, and Licensee shall not permit such premises or any part thereof to be used or occupied for any other purpose or knowingly permit or suffer any nuisances of illegal operations of any kind on said premises.

4. Licensee agrees to maintain the premises in good condition in the interest of the public health, safety, and welfare. The premises are subject to inspection by FIND or its designated agent at any reasonable time.

5. Licensee agrees to indemnify, defend and hold harmless FIND, its officers, commissioners, employees, and agents from all claims, actions, lawsuits and demands arising out of this License.

6. Licensee shall obtain all necessary federal, state, and local permits or other regulatory approvals needed for the construction of the dock authorized hereunder prior to its construction.

7. Within ten (10) days of the execution and delivery of this License Agreement, Licensee will provide FIND with a binder and thereafter a public liability insurance policy in an amount not less than \$500,000.00, with FIND named as an additional insured under such policy. Licensee will keep such insurance in effect for so long as this License remains in effect and shall provide to FIND a certificate of insurance in the aforesaid amount (either showing coverage for a five-year period [which is FIND's preference] or on an annual basis), showing that FIND is an additional insured under such policy.

8. No failure, or successive failures, on the part of FIND to enforce any provision, waiver, or successive waivers on the part of FIND of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of FIND to enforce the same in the event of subsequent breach.

9. Licensee binds itself and its successors and assigns, to abide by the provisions and conditions set forth herein. In the event Licensee fails or refuses to comply with the provisions and conditions of this License, the License may be terminated by FIND after written notice to Licensee. Upon receipt of such notice, the Licensee shall have sixty (60) days in which to correct the violation. Failure to correct the violations to the reasonable satisfaction of FIND within this period shall result in the automatic revocation of this License.

10. All reasonable and actual costs, including attorney's fees, incurred by FIND in enforcing the terms and conditions of this License shall be paid by the Licensee. Licensee agrees to accept service by certified mail of any notice at the address shown above and further agrees to notify FIND in writing of any change of address at least ten (10) days before the change becomes effective.

11. In respect to only that part of FIND's property over which the dock extends and for which this License is being granted, Licensee agrees to assume responsibility for all liabilities that accrue to FIND's upland and submerged lands or to the improvement thereon caused by Licensee, its agents or invitees, including payment of any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the property because of the activities of Licensee's, its agents or invitees during the effective period of this License.

12. Licensee agrees that any dispute arising from matters relating to this License shall be governed by the laws of Florida and initiated only in Palm Beach County, Florida.

13. This License and the conditions set forth herein are subject to modification after five (5) years in order to reflect any applicable changes in statutes, rule or policies of FIND or its designated agent. FIND shall provide

Licensee with at least sixty (60) days prior written notice of such License modification, including a description of the proposed modification.

14. In the event that any part of the structure consented to herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Licensee agrees to either obtain written License for the offending structure from the affected riparian owner or to remove the interference or encroachment within sixty (60) days from the date of the adjudication. Failure to comply shall constitute a material breach of this License and shall be grounds for its immediate termination.

15. In the event that FIND or the U.S. Army Corps of Engineers determines, in their sole discretion, that the FIND property described in the attached Exhibit "B", or any portion thereof which is or may be affected by Licensee's dock, is needed for dredged material management or any other waterway purpose, Licensee agrees, upon ninety (90) days written notice, to remove at Licensee's cost and expense that part of the dock extending over FIND's property that is Licensed herein and to cease use of the FIND-owned property hereunder. Additionally, Licensee agrees to remove at Licensee's cost and expense that part of the dock extending over FIND's property that is Licensed herein within ninety (90) days after the termination or revocation of this License. Licensee agrees that the failure by Licensee to remove the dock within the prescribed timeframe of this paragraph shall be deemed as Licensee's irrevocable consent for FIND to remove the dock at Licensee's cost and expense. Licensee further agrees that if he does not repay FIND the removal costs and expenses with thirty (30) days of receipt of a written demand, FIND may file a Claim of Lien against Licensee's property described in Exhibit "C". Thereafter, FIND may foreclose said lien in the same manner as a real estate mortgage.

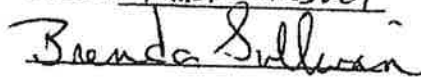
IN WITNESS WHEREOF, this License Agreement is effective on the ____
day of _____, 2010.

WITNESSES:


FLORIDA INLAND NAVIGATION DISTRICT



Name: MARK CROSLY



Name: Brenda Sullivan



Its Chairman

Name: BRUCE BARLETT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

