ST. JOHNS COUNTY
FLORIDA

ST. JOHNS COUNTY
COASTAL STORM RISK MANAGEMENT
FEASIBILITY STUDY

APPENDIX E

REAL ESTATE PLAN

Revised 2 March 2017

ST. JOHNS COUNTY, FLORIDA
ST. JOHNS COUNTY COASTAL STORM RISK MANAGEMENT
FEASIBILITY STUDY

REAL ESTATE PLAN

TABLE OF CONTENTS

SECTIONS	Page Nos.
1. STATEMENT OF PURPOSE	E-1
2. PROJECT AND STUDY AUTHORIZATION	E-1
3. PROJECT LOCATION	E-1
4. PROJECT DESCRIPTION	E-3
5. REAL ESTATE REQUIREMENTS	E-5
6. FEDERALLY GOVERNMENT OWNED LAND	E-7
7. NON-FEDERALLY OWNED LAND	E-7
8. NON FEDERAL OPERATION/MAINTENANCE RESPONSIBILITIES	E-7
9. NON FEDERAL AUTHORITY TO PARTICIPATE IN PROJECT	E-7
10. NAVIGATION SERVITUDE	E-7
11. ATTITUDE OF THE LANDOWNERS	E-8
12. MINERALS	E-8
13. HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE (HTRW)	E-8
14. INDUCED FLOODING	E-8
15. ZONING ORDINANCES	E-8

16. RELOCATIONS ASSISTANCE (Public Law 91-646) E-8

17. RELOCATIONS, ALTERATIONS, VACATIONS AND ABANDONMENTS E-8

18. STANDING TIMBER AND VEGETATIVE COVER E-9

19. RECREATION RESOURCES E-9

20. CULTURAL RESOURCES E-9

21. OUTSTANDING RIGHTS E-9

22. MITIGATION E-9

23. ACQUISITION SCHEDULE E-9

24. ACQUISITION/ADMINISTRATIVE COSTS E-9

25. REAL ESTATE CHART OF ACCOUNTS E-10

26. ESTATES TO BE ACQUIRED E-10

26.1 STANDARD ESTATES E-10
26.2 NON STANDARD ESTATES E-12

27. REAL ESTATE MAPS E-13

EXHIBIT 1: NON FEDERAL SPONSOR'S REAL ESTATE ACQUISITION CAPABILITY ASSESSMENT E-20

EXHIBIT 2: RISK LETTER E-23

EXHIBIT 3: SAMPLE MEMORANDUM OF AGREEMENT E-26

EXHIBIT 4: SAMPLE SOVEREIGN SUBMERGED LANDS EASEMENT E-37

REAL ESTATE PLAN

1. STATEMENT OF PURPOSE

The purpose of this study is to determine whether there is economic justification for Federal participation in coastal storm risk management in additional reaches of St. Johns County. If it is found that there is a Federal interest, the further purpose of the study is to analyze alternatives and formulate a recommended plan for coastal storm risk management to include incidental opportunities for environmental restoration within the South Ponte Vedra Beach, Vilano Beach, and Summer Haven reaches of the St. Johns County coastline.

This report is preliminary and written to the level of detail of the main report, other details may be added and is intended for planning purposes only. Both the final real property lines and land values estimates are subject to change even after approval of this report. There may be modifications to the plans that occur during Pre-construction, Engineering and Design (PED) phase, thus changing the final acquisition area(s) and/or administrative and land costs.

2. STUDY AND PROJECT AUTHORIZATION

The authority for conducting this Feasibility Study is contained in House Resolution 2646 adopted 21 June 2000:

> *"Resolved by the Committee on Transportation and Infrastructure of the United States House of Representatives, that in accordance with Section 110 of the Rivers and Harbors Act of 1962, the Secretary of the Army, acting through the Chief of Engineers, is requested to survey the shores of St. Johns County, Florida, with particular reference to the advisability of providing beach erosion control works in the area north of St. Augustine Inlet, the shoreline in the vicinity of Matanzas Inlet, and adjacent shorelines, as may be necessary in the interest of hurricane protection, storm damage reduction, beach erosion control, and other related purposes."*

The Reconnaissance Report (Section 905(b) Analysis) for St. Johns County, Florida, Shore Protection (USACE 2004) recommended evaluation of 3.8 miles of the counties 42 miles of shoreline in a feasibility study. The 3.8 miles were composed of 1.4 miles in Vilano Beach and 2.4 miles in Summer Haven. These areas were selected based on the following: the shoreline lengths were designated as critically eroded by the State of Florida, other portions of the St. Johns County shoreline had authorized Federal CSRM projects such as St. Augustine Beach, or other portions of shoreline did not include infrastructure susceptible to damage. Between 2004 and 2008, additional

areas were threatened by erosion causing the State of Florida to deem South Ponte Vedra as critically eroded. This reach was then added to the feasibility study. Additionally, the Vilano Beach reach in the feasibility study was expanded south to St. Augustine Inlet, beyond the bounds of the state's designated critical erosion area, at the sponsor's request, in order to fully evaluate this section of the county's shoreline as a contiguous system.

3. PROJECT LOCATION

St. Johns County is located on the northeast coast of Florida about midway between the Florida/Georgia state line and Cape Canaveral. The County is bounded to the north by Duval County and to the south by Flagler County. The County has approximately 42 miles of coastal shoreline, 24 miles of which are located from Ponte Vedra to St. Augustine Inlet, 14 miles from St. Augustine Inlet to Matanzas Inlet, and 4 miles from Matanzas Inlet to Marineland in Flagler County. Vilano Beach and Ponte Vedra Beach are located on the north side of St. Augustine Inlet and Anastasia State Park and St. Augustine Beach are located south of the inlet. The Guana-Tolomato-Matanzas National Estuarine Reserve is located south of Ponte Vedra. Crescent Beach is located north of Matanzas Inlet and Summer Haven is located south of Matanzas Inlet as below.

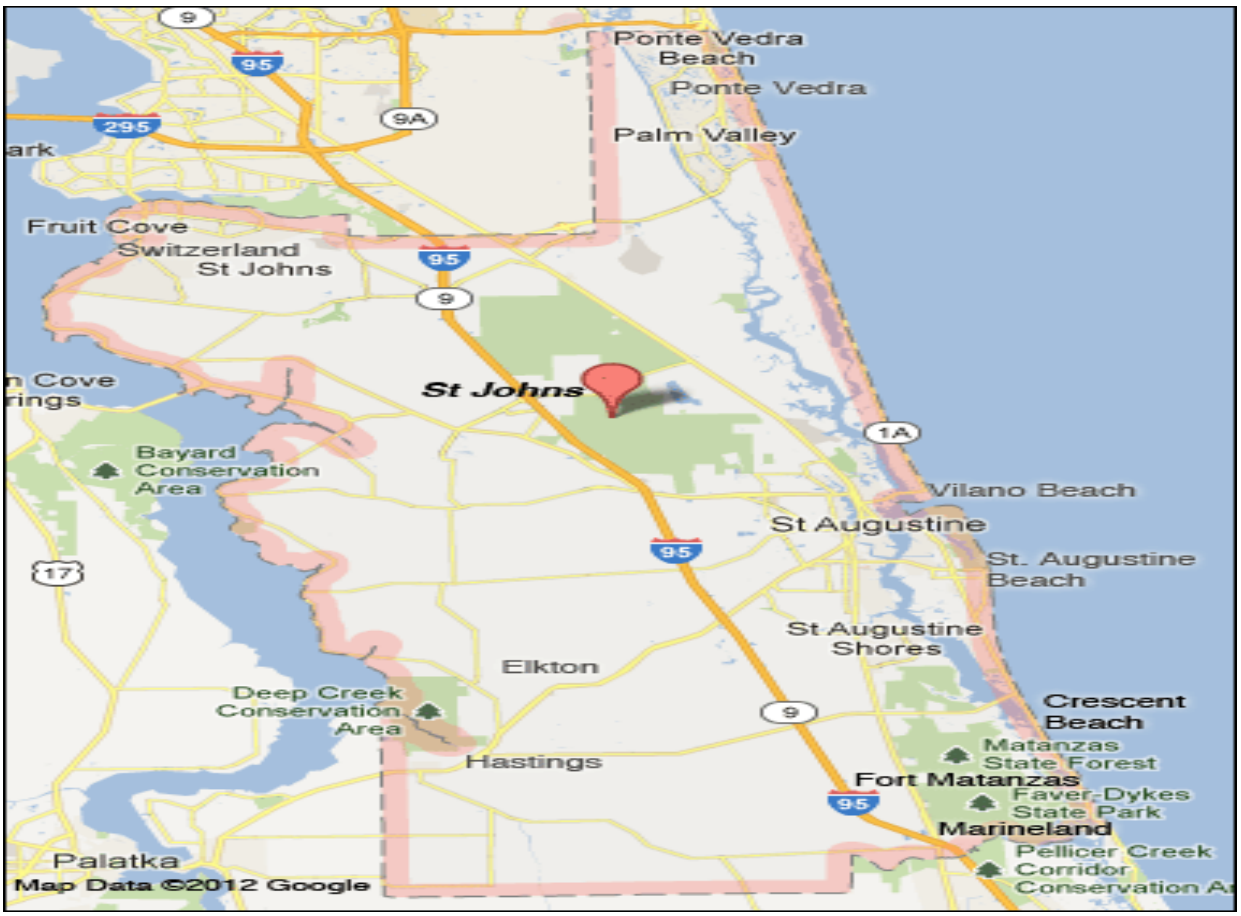


Figure 3-1 Project Vicinity/Location Map

4. PROJECT DESCRIPTION

The 9.8 mile length of the project area is separated into 3 reaches referenced to FDEP R monuments: South Ponte Vedra: R84 – R104 extending 3.8 miles, Vilano Beach: R104 to R117 extending 2.6 miles, R117 to St. Augustine Inlet north sand trap groin extending 1.1 miles, and Summer Haven: R197 – R209 extending 2.3 miles.

Florida State Road (SR) A1A a coastal highway that serves as the only north-south hurricane evacuation route for communities along the coastline, is an integral part of the county's infrastructure and is essential for public safety during evacuation events. The study also includes environmental protection opportunities.

The Recommended Plan Area (RPA) is the National Economic Development (NED) plan relative to cost and providing the maximum storm damage reduction benefits.

The RPA extends 2.6 miles and the full project boundary extends from R-103.5 to R-116.5 for the placement of the initial construction and beach renourishment. The taper areas consist of an additional 1000 feet each to the southern points from R-117.5 and the northern points from R-102.5 of the project boundary. The Recommended Plan will include construction of 60 foot equilibrated berm extension from R103.5 to R116.5 along 2.6 miles of shoreline. The project template will include a dune feature that reflects the average 2015 dune position.

The RPA is to the north of St. Augustine Inlet, between R102.5 and R117.5. As detailed in the Geotechnical Appendix, there is adequate beach quality sand (meeting FDEP permitting requirements for beach placement) to meet the estimated sand needs of the Recommended Plan. Currently, there is approximately 6.5 million cubic yards of compatible sand available within the inlet system. This volume is more than adequate to meet the initial construction volume. The periodic nourishment volume is 866,000 cubic yards every 12 years. The inlet management plan states that the bypassing objective is 278,000 cubic yards per year, of which one third should go to beaches to the north. One third of the bypassing objective is 92,666 cubic yards per year. Over 12 years, 1.1 million cubic yards would be available to meet the 866,000 cubic yard need for a periodic nourishment event. Initial construction and periodic nourishment will require 1,310,000 cubic yards of sand and each renourishment will require approximately 866,000 cubic yards of sand. The average renourishment intervals are expected to be approximately 12 years, equaling three renourishment events plus the initial construction over the 50 years period of Federal participation. Shown below as Figure 4-2:

Figure 4-2: Recommended Plan Area Overview

5. REAL ESTATE REQUIREMENTS

In the State of Florida beach nourishment, beach restoration, and erosion control projects are established pursuant to Florida Statute, Section 161.141, Property Rights of State and Private Upland Owners in Beach Restoration Project Areas. Florida Statute, Section 161.191, Vesting of Title of Lands, states that title to all lands seaward of the Erosion Control Line (ECL) shall be vested to the state by right of its sovereignty. The lands landward of the ECL remain vested to the upland owner.

A Survey and Legal Descriptions will be completed to establish the Florida Statute ECL between the state sovereign lands and the adjacent upland property. Upon completion of the survey, the ECL will be established and the State of Florida will issue a Sovereign Submerged Lands Authorization, contained within the Consolidated Joint Coastal Permit, for placement areas located seaward of the ECL. A final initial fill volume will be determined prior to construction of the project. The Permit would be issued in ten year increments by the State of Florida.

In accordance to Engineering Circular (EC) 405-2-12, Real Estate Roles and Responsibilities for Civil Work Cost Shared, Section 12-8 states: “it is the policy of USACE to require the non-Federal Sponsor to provide the minimum interests in real property necessary to support a project.” The following real estate interests are required to support the current project design.

Perpetual Beach Storm Damage Reduction Easements will be required over approximately 155 parcels located within the current project footprint. There are approximately 102 privately owned parcels and 53 public access/parking points owned by St. Johns County and the City of St. Johns. The public access/parking points contains 38 nature walking paths and 15 dune walkovers accessible from SR A1A.

The Offshore Borrow Area has changed, as the plan formulation proceeded **and** it was determined that the available offshore sand sources were too far from the Recommended Plan project area to be cost effective. Use of navigation channels and inlet material had been discussed, and these sources are closer to the project area than offshore sand sources and therefore more cost effective. During a Value Engineering (VE) analysis, discussion of sand sources focused on the St. Augustine Inlet system, including the ebb, flood, and Vilano Point shoals as well as the Federal navigation channel. These sources are projected to be cost effective and able to provide the needed volume of sediment to both the Recommended Plan and the ongoing Federal shore protection project at St. Augustine Beach without negatively impacting the inlet system.

The staging areas will require a Temporary Work Area Easement, if not located within the perpetual storm damage reduction easement areas. Staging areas have not yet been identified. Access to the project and the staging areas will be by public roads and NFS-owned lands situated within the project area.

Real Estate Division will coordinate with Florida Department of Transportation (FDOT) regarding the type of instrument required to meet the project requirements for placing fill material within the FDOT right-of-way. If the Real Estate Division determines the instrument is a non-standard estate, it will be submitted to HQ for approval.

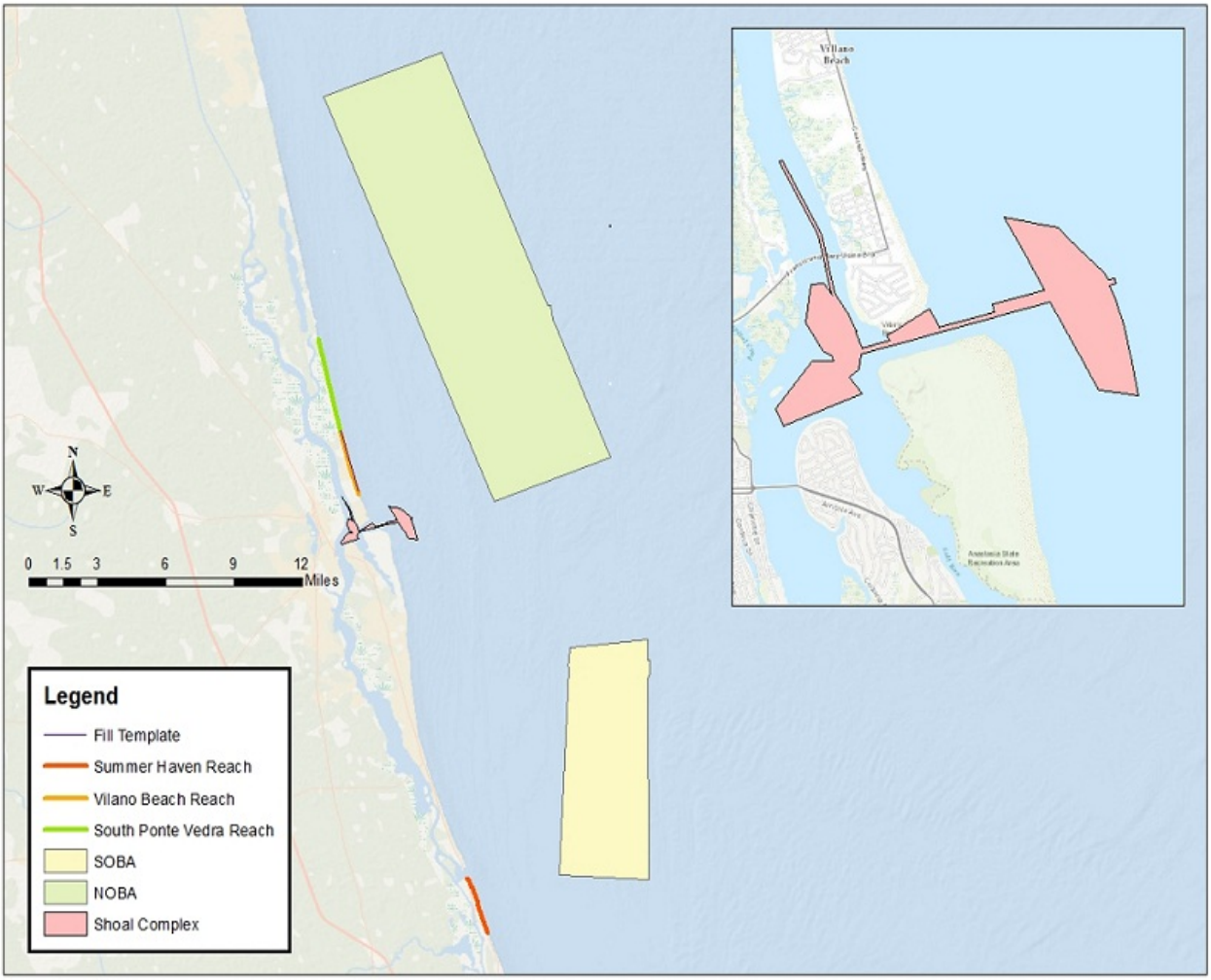


Figure 5-1

The amount of parking is consistent with the attendance used in benefit evaluation." The South Ponte Vedra reach (R84-R104) contains only two signed[1] public access points with parking which significantly limits Federal interest in a potential plan. At the time of this writing, the non-federal sponsor does not intend to add public access or parking in the near future. The Vilano Beach reach (R104-R122) has signed public access every ½ mile with a number of the accesses having adequate public parking. Should it be determined during PED that additional public access is required, acquisition of such public access is the responsibility of the NFS.

[1] "Signed" indicates that there are signs notifying the public of beach access entrances.

6. FEDERALLY GOVERNMENT-OWNED LAND

There is no known lands in the project area owned by the Federal Government.

7. NON FEDERALLY OWNED LAND

The non-Federal lands are owned by the non-Federal Sponsor, the City of St. Johns, Florida Department of Transportation, private landowners and commercial landowners.

8. NON-FEDERAL OPERATION AND MAINTAINANCE RESPONSIBILITIES

St. Johns County will be the NFS for the project. The NFS has the responsibility to acquire all real estate interests required for the Project. The NFS shall accomplish all alterations and relocations of facilities, structures and improvements determined by the government to be necessary for the construction of the Project. The sponsor will have operation and maintenance responsibility for the project once construction has been completed. Future periodic nourishments are considered construction and will be performed in accordance with the Project Partnership Agreement, when approved.

9. NON-FEDERAL SPONSOR'S AUTHORITY TO PARTICIPATE IN PROJECT

St. Johns County, Florida is a political subdivision of the State of Florida as provided by Florida Statute Title XI, Chapter 161, Section 141, Beach and Shore Preservation to, "establish and administer programs of housing, slum clearance, community redevelopment, conservation, flood and beach erosion control, air pollution control, and navigation and drainage and cooperate with governmental agencies and private enterprises in the development and operation of such programs."

St. Johns County has been an integral part of the Project Delivery Team (PDT) from the conception of the project. At each step of the process, the NFS has contributed to the available information and participated in the formulation of this study.

The Assessment of the NFS Real Estate Acquisition Capability is attached as Exhibit 1.

The Risk Letter is attached as Exhibit 2, and advises NFS that lands should not be acquired for the project prior to execution of the Project Partnership Agreement (PPA).

10. NAVIGATION SERVITUDE

In accordance with CECC-R Bulletin 14-05, Availability of the Navigation Servitude for Coastal Storm Damage Reduction Projects dated April 9, 2014, navigational servitude is not applicable to this project.

11. ATTITUDE OF THE LANDOWNERS

The St. Johns County, the City of St. Johns, Florida Department of Transportation, private landowners, commercial landowners, and local communities fully support the project.

12. MINERALS

Preliminary assessment indicates no known present or anticipated mineral or sub-surface mineral extraction activities within the vicinity of the proposed area which may affect construction, operation, or maintenance of the Project.

13. HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE (HTRW)

There are no known cultural resources that have been identified as being affected by the project.

14. INDUCED FLOODING

There will be no flooding caused by the construction of the project.

15. ZONING ORDINANCES

Application or enactment of zoning ordinances will not be used in lieu of acquisition.

16. RELOCATIONS ASSISTANCE (PUBLIC LAW 91-646)

No persons, businesses or structures will be impacted by the project. There will be no relocations under PL 91-646 for this project.

17. RELOCATIONS, ALTERATIONS, VACATIONS, AND ABANDONMENTS (UTILITIES, STRUCTURES AND FACILITIES, CEMETERIES, AND TOWNS).

No relocation of the 15 public dune walkovers or the 85 private dune walkovers are planned.

18. STANDING TIMBER AND VEGETATIVE COVER

Existing dune vegetation will be impacted during construction. The Recommended Plan includes planting dune vegetation on newly constructed areas as well as re-vegetating areas disturbed during construction. It will be the responsibility of the non-Federal Sponsor for any necessary dune vegetation during future periodic nourishments

19. RECREATION RESOURCES

There are no separable recreational lands identified for this project.

20. CULTURAL RESOURCES

There are no known cultural resources identified as affected by the project.

21. OUTSTANDING RIGHTS

There are no known outstanding rights in the project area.

22. MITIGATION

There is no mitigation required.

23. ACQUISITION SCHEDULE

The NFS is responsible for acquiring real estate interests required for the project. The Perpetual Storm Damage Reduction Easements will take approximately 12-18 months to acquire once final plans and specifications have been completed and the Project Partnership Agreement has been executed. The Project Sponsor, Project Manager and Real Estate Technical Manager will formulate the milestone schedule upon project approval to meet dates for advertisement and award of the construction contract.

24. ACQUISITION/ADMINISTRATIVE COSTS

Revision to Policy Guidance Letter No. 11, Credit for Lands, Easements, Right-of-Way (LERR) at Shore Protection Projects, dated 21 April 1989, and ER 405-1-12, Real Estate Handbook, directs lands subject to shore erosion required for project purposes be appraised considering special benefits. The intent is to preclude credit for lands needed for shore protection projects, when the increase in value of the remaining lands would

offset compensation for the property as well as any severance damages. Erodible land protected by a Federal project is valued at zero as it will be enhanced post-project.

The estimate of the Federal real estate acquisition administrative cost including a contingency is $1,860,000. This cost includes project real estate planning, mapping, review, oversight, monitoring, crediting review costs of approximately 155 acquisitions, certification of lands required for project purposes, real estate analysis or other requirements that may be necessary during Planning, Engineering and Design (PED). The non-Federal sponsor will receive credit towards its share of real estate administrative project cost incurred for certification.

The estimate of the non-Federal Sponsor administrative costs including a contingency is $1,116,000. This cost includes project real estate planning, mapping, review, oversight, monitoring, and crediting review costs. The non-Federal Sponsor has been provided with requirements regarding acquisition policies and procedures, including compliance with Public Law 91-646, as amended, Land, Easement, Right-of-Way, relocation and Disposal (LERRD) crediting procedures, and milestones for the land acquisition.

25. REAL ESTATE CHART OF ACCOUNTS (FY 16 price levels)

		FEDERAL	NON-FEDERAL
01B	LANDS and DAMAGES	$0	$0
01B40	ADMINISTRATIVES	$1,550,000	$ 930,000
01M00	CONTINGENCIES 28%	$ 434,000	$ 260,400
	Sub-Totals	$1,984,000	$1,190,400
	Total Estimated Real Estate Cost:	**$3,174,400**	

26. ESTATES TO BE ACQUIRED

The standard and non-standard estates have been determined to represent the minimum real estate interest necessary from the non-Federal Sponsor to support the construction of this project.

26-1. STANDARD ESTATES

A perpetual beach storm damage reduction easement will be required over 155 parcels. Temporary Work Area Easements will be required for all staging, stockpiling, permits, fill material placement, temporary work areas for project construction and temporary.

TEMPORARY WORK AREA EASEMENT

A temporary easement and right-of-way in, on, over and across the lands described as (Schedule A) (Tract No(s). ___ and ___), for public beginning with date possession of the land is granted to the Project Sponsor, for use by the United States, St. Johns County Coastal Storm Risk Management Feasibility Study Project, its representatives, agents, and contractors as a temporary work area easement for the staging areas, including the right to borrow and/or deposit fill, spoil and waste material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the St. Johns Coastal Storm Risk Management Feasibility Study Project, together with the right to trim, cut, fell and remove there from all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

A perpetual and assignable easement and right-of-way, in, on, over and across the lands described as (Schedule A) (Tract No. ____) for use by the St. Johns County Coastal Storm Risk Management Feasibility Study Project, for use by the St. Johns County Board of Commissioner, it representatives, agents, contractors, and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach [a dune system] and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms [and dunes and walkovers); to nourish and re-nourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the (Project Name), together with the right of public use and access; to plant vegetation on sand dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving, however, to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune over walk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the (designated representative of the Project Sponsor) and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further

reserving to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

26-2. NON STANDARD ESTATES

As noted in Section 5, Real Estate Requirements; a Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization for use of lands seaward of the ECL is required from the State of Florida. The Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization is considered a non-standard estate. Approvals to use the non-standard estates is requested as part of the approval of this Real Estate Plan. A sample of the document is attached as Exhibit 4.

A Memorandum of Agreement between the Bureau of Ocean Energy Management, the U.S. Army Corps of Engineers, and the NFS will be executed pursuant to 43 United States Code, Section 1337(k) (2) Agreements for Use of Resources for Shore Protection, Beach or Coastal Wetlands Restoration, or other Projects, “the Secretary may negotiate with any person an agreement for the use of the Outer Continental Shelf sand, gravel and shell resources for (1) for use in a program of, or project for, shore protection, beach restoration, or local government agency, or (2) for use in a construction project, that is funded in whole or in part by or authorized by the Federal Government. A sample of the document is attached as Exhibit 3.

27. REAL ESTATE PROJECT MAPS

NOTE: Dune Walker Beach Access shown are not necessarily all public accesses with adequate parking.

Real Estate Project Map No. 1 of 6

NOTE: Dune Walker Beach Access shown are not necessarily all public accesses with adequate parking.

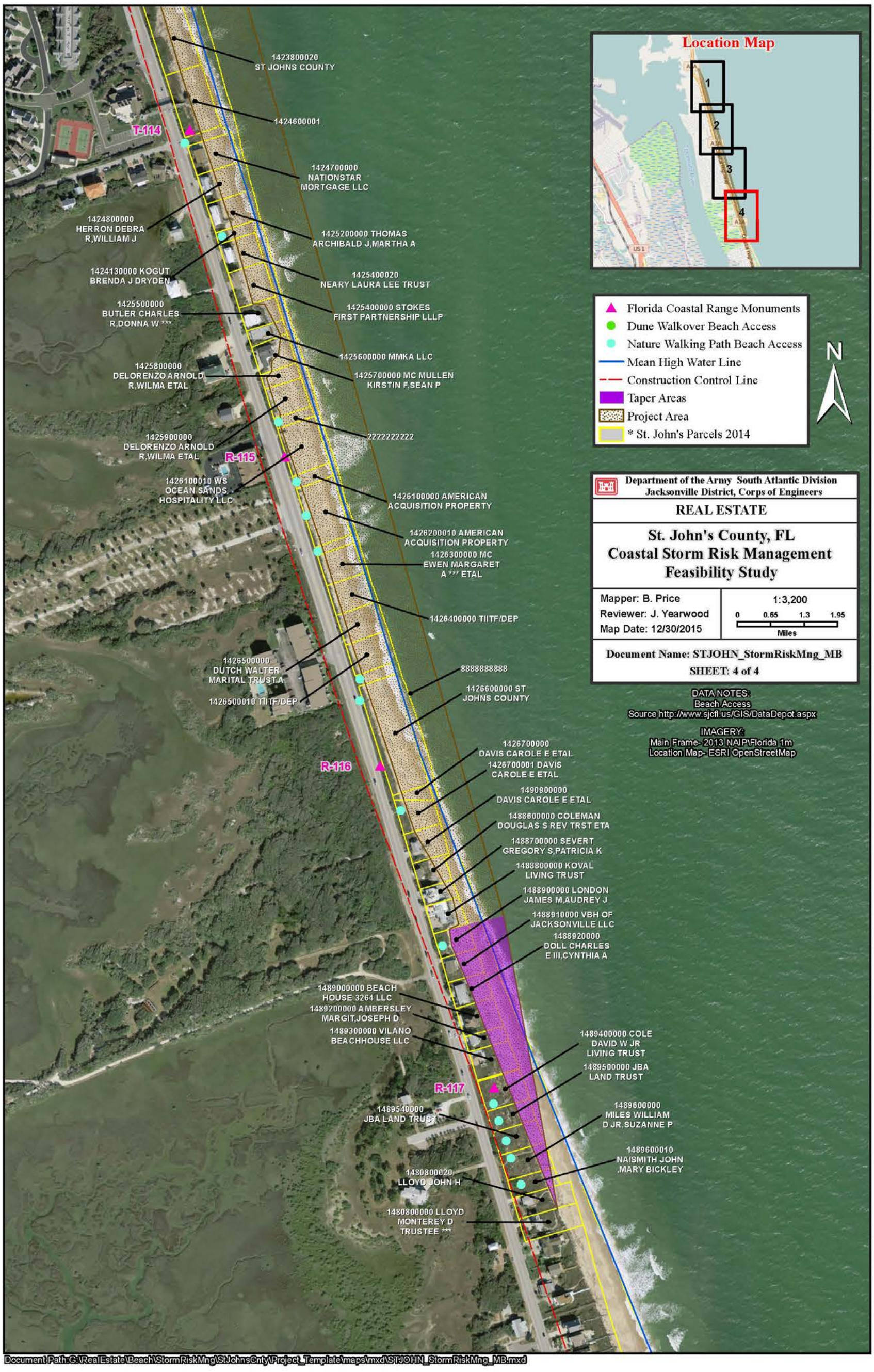
Real Estate Project Map No. 2 of 6

NOTE: Dune Walker Beach Access shown are not necessarily all public accesses with adequate parking.

Real Estate Overview Project Map No. 3 of 6

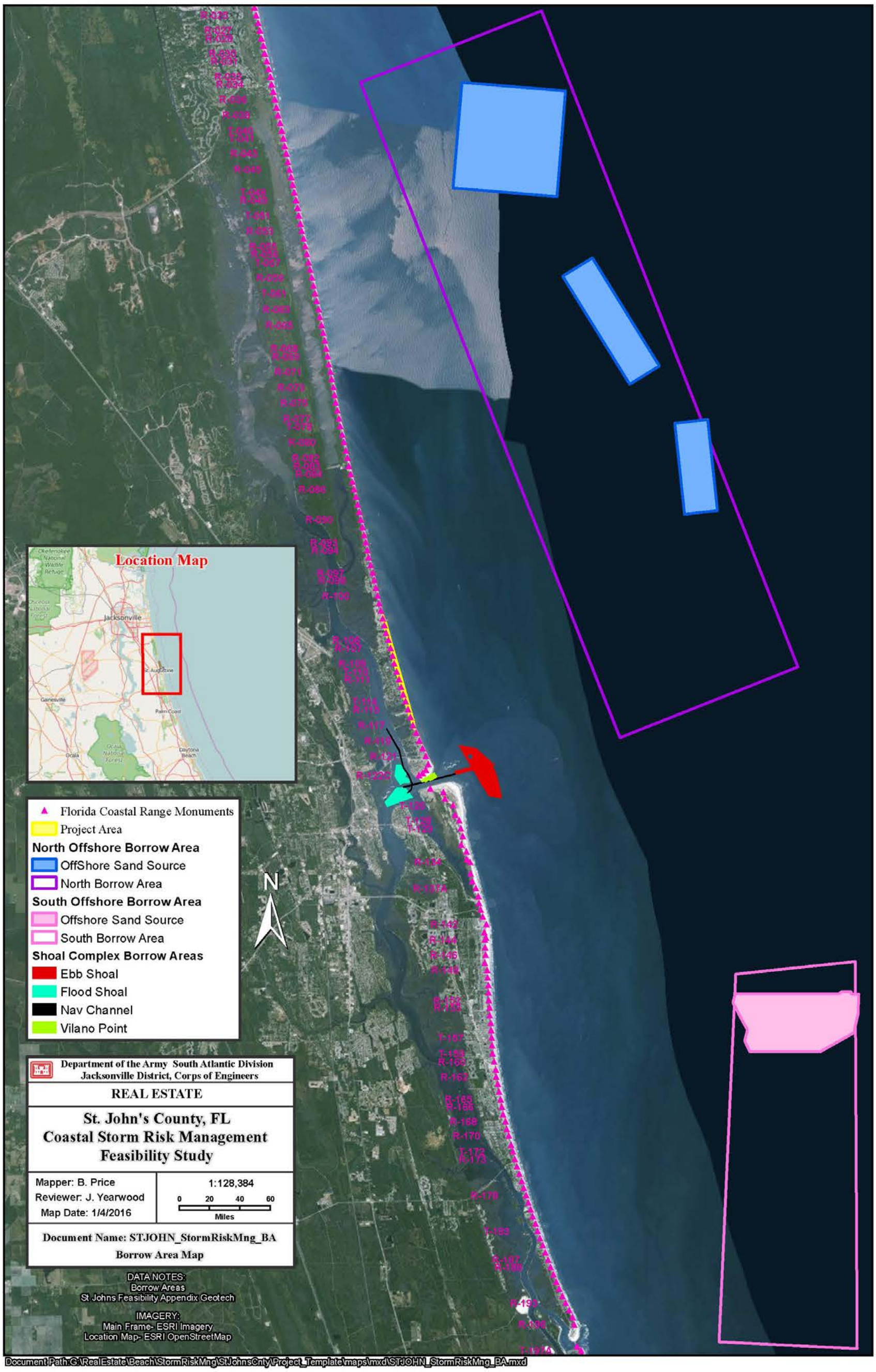
NOTE: Dune Walker Beach Access shown are not necessarily all public accesses with adequate parking.

Real Estate Project Map No. 4 of 6



NOTE: Dune Walker Beach Access shown are not necessarily all public accesses with adequate parking.

Real Estate Project Map No. 5 of 6



Real Estate Project Map No. 6 of 6

EXHIBIT NO. 1

FINAL- ASSESSMENT OF NON-FEDERAL SPONSOR'S
REAL ESTATE ACQUISITION
CAPABILITY FOR
ST. JOHNS COUNTY COASTAL
STORM RISK MANAGEMENT FEASIBILITY STUDY

EXHIBIT NO. 1

FINAL – ASSESSMENT OF NON-FEDERAL SPONSOR'S REAL ESTATE ACQUISITION CAPABILITY FOR SAINT JOHN'S COUNTY COASTAL STORM RISK MANAGEMENT FEASIBILITY STUDY

I. Legal Authority:

a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? YES
b. Does the sponsor have the power of eminent domain for this project? YES
c. Does the sponsor have 'quick-take" authority for this project? YES
d. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? NO
e. Are any of the interests in land required for the project located outside the sponsor's political boundary? NO
f. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? NO

II. Human Resource Requirements:

a. Will the sponsor's in-house staff require technical training to become familiar with the real estate requirements of Federal projects including Public Law 91-646, as amended? NO
b. If the answer to IIa. Is "yes" has a reasonable plan been developed to provide such training? NO
c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? YES
d. Is the sponsor's projected in-house staffing level sufficient considering its other work load, if any, and the project schedule? YES
e. Can the sponsor obtain contractor support, if required in a timely fashion? YES
f. Will the sponsor likely request USACE assistance in acquiring real estate? Unknown at this time

III. Other Project Variables:

a. Will the sponsor's staff be located within reasonable proximity to the project site? YES
b. Has the sponsor approved the project/real estate schedule/milestones? Project milestone will be developed during PED, will be joint effort between RE, PM and NFS

IV. Overall Assessment:

a. Has the sponsor performed satisfactorily on other USACE projects? NO
b. With regard to this project, the sponsor is anticipated to be: Highly capable

V. Coordination:

a. Has this assessment been coordinated with the sponsor? YES
b. Does the sponsor concur with this assessment? YES

DATE: 6 January 2016

Prepared by

Katherine C. Rivers
Realty Specialist
Real Estate Division
Jacksonville District

Reviewed by:

for Hansler A. Bealyer
Chief, Acquisition Branch
Real Estate Division
Jacksonville District

Reviewed and Approved by:

Audrey C. Ormerod
Chief, Real Estate Division
Real Estate Division
Jacksonville District

Real Estate Appendix E
Saint John's County Coastal Storm Risk Management Feasibility Study

EXHIBIT NO. 2

RISK LETTER

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
P. O. BOX 4970
JACKSONVILLE, FLORIDA 32232-0019

REPLY TO
ATTENTION OF
Real Estate Division

1 January 2016

Ms. Mary A. Blount
Director of Land Management
Saint John's County, Board of County Commissioner
500 San Sebastian View
St. Augustine, FL 32084

Dear Ms. Blount;

The intent of this letter is to formally advise the Saint John's County as the non-Federal sponsor for the Saint John's County Coastal Storm Risk Management Feasibility Study, of the risks associated with land acquisitions prior to the execution of the Project Partnership Agreement (PPA) or prior to the Government's formal Notice to Proceed with the real estate acquisition. If a non-Federal sponsor deems it necessary to commence acquisition prior to an executed PPA for whatever reason, the non-Federal sponsor assumes full and sole responsibility for any and all costs, responsibility, or liability arising out of the acquisition effort.

Generally, these risks include, but may not be limited to the followings:

a. Congress may not appropriate funds to construct the proposed project;

b. The proposed project may otherwise not be funded or approved for construction;

c. A PPA mutually agreeable to the non-Federal sponsor and the Government may not be executed and implemented;

d. The non-Federal sponsor may incur liability and expense by virtue of its ownership of contaminated lands, or interests therein, whether such liability should arise out of local, state, or Federal laws, or regulations including liability arising out of Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended;

e. The non-Federal sponsor may acquire interests or estates that are later determined by the Government to be inappropriate, insufficient, or otherwise not required for the project;

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f. The non-Federal sponsor may initially acquire insufficient or excessive real property acreage which may result in additional negotiations and/or benefit payments under Public Law 91-646, as well as, the payment of additional fair market value to affected landowners which could have been avoided by delaying acquisition until after the PPA execution and the Government's notice to commence acquisition; and performance of LERRD; and

g. The non-Federal sponsor may incur costs or expenses in connection with its decision to acquire real estate interest and/or perform LERRD in advance of the executed PPA and the Government's notice to proceed which may not be creditable under the provisions of Public Law 99-662 or the PPA.

We appreciate the County's participation in this project. Should you have questions or concerns pertaining to this letter please contact, Mrs. Katherine Rivers by phone: (904) 232-1656 or by email: Katherine.C.Rivers@usace.army.mil.

Sincerely,

Audrey C. Ormerod

Audrey C. Ormerod
Jacksonville District
Chief, Real Estate Division

CC:
Mr. Press Tompkins, P. E. County Engineer
Saint John's County, Board of County Commissioner
500 San Sebastian View
St. Augustine, FL 32084

EXHIBIT 3

SAMPLE Memorandum of Agreement (Federal Borrow Areas)

SAMPLE Memorandum of Agreement (Federal Borrow Areas)

MEMORANDUM OF AGREEMENT
AMONG
THE BUREAU OF OCEAN ENERGY MANAGEMENT
OF THE DEPARTMENT OF THE INTERIOR
AND THE
CORPS OF ENGINEERS
OF THE DEPARTMENT OF THE ARMY
AND
~~MIAMI-DADE COUNTY~~
BOARD OF COUNTY COMMISSIONERS, FLORIDA

REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES FOR BEACH EROSION CONTROL AND HURRICANE PROTECTION
IN ~~MIAMI-DADE~~ COUNTY, FLORIDA

BOEMRE Negotiated Agreement No. OCS - AXXXX

Title I. Explanatory Recitals

A. Pursuant to the authority and in accordance with the requirements of Flood Control Act of 1968 (H.D. No. 335/90/2), Water Resources Development Act (WRDA) of 1974 (Public Law 93-251, Section 69)and the WRDA of 1986 (Public Law 99-662), the Department of the Army, acting through the United States Army Corps of Engineers (USACE), with the cooperation of ~~Miami-Dade~~ County Board of County Commissioners (hereinafter referred as the County), are endeavoring to conduct a nourishment of beach along the Miami-Dade County, Florida shoreline.

B. USACE and the County have undertaken a project in furtherance of the abovementioned goals to renourish the shoreline along ~~Miami-Dade County~~, Florida, (herein referred to as the "Project").

C. In accordance with the requirements of the Flood Control Act of 1968 (H.D. No. 335/90/2), Water Resources Development Act of 1974 (PL 93-251, Section 69) and the WRDA of 1986 (PL 99-662), the County has procured lands, easements, and rights-of-way (collectively, "Land Rights") as necessary from upland landowners, other property right holders, public entities, and other persons and entities as appropriate scope and duration for facilitate the Project.

D. USACE, which is acting as the project manager for the Project, now seeks to obtain sand in a manner that minimizes costs and leverages Federal resources.

Title II. Purpose and Authority

A. The Department of the Interior (DOI), acting through the Bureau of Ocean Energy Management, Regulation and Enforcement (Bureau) or any iteration of its designation, enters into this Memorandum of Agreement (MOA) with the County and the USACE providing for the use of up to 500,000 cubic yards of Outer Continental Shelf sand resources ("OCS sand resources") for the Project under the authority of Section 8(k)(2)

of the Outer Continental Shelf Lands Act (OCSLA) (43 U.S.C. § 1337(k)(2)). The term "OCS sand resources" means the sediment deposits found on or below the surface of the seabed on the Outer Continental Shelf (OCS), as defined in Section 2(a) of the OSCLA (43 U.S.C. § 1331(a)). This MOA authorizes the County or the USACE, as appropriate, to use OCS sand from the _____, as designated and delineated in Table 1 and on the attached map (Attachment 1), in accordance with the terms of this MOA. After removal of the sand from the OCS and placement of those resources as specified in this MOA, the Bureau has no jurisdiction over those sand resources unless they return to the OCS.

Table 1: _____ Borrow Area Coordinates. Longitude and Latitude in Geographic Coordinate System NAD 1983. Easting and Northing in Florida State Plane Coordinate System (ft) NAD 1983.

	Lat.	Long.	X (NAD83 FLE)	Y (NAD83 FLE)
A				
B				
C				
D				
E				
F				
G				
H				
I				
J				
K				
L				
M				

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

The Bureau has determined that the Project meets the requirements of Section 8(k)(2)(A)(i) of the OCSLA. Therefore, in accordance with Section 8(k)(2), and subject to the terms and conditions as contained herein, the Bureau hereby authorizes the use of OCS sand resources from the _____ identified in Table 1 for the construction of the Project. The parties acknowledge that under the terms of Section 8(k)(2)(B), the Bureau will not assess any fee against the County or the USACE for the use of the OCS sand resources described herein.

Nothing in this MOA is intended to abrogate or diminish the Secretary of the Interior's authority under the OCSLA to oversee and regulate the removal of OCS sand.

C. USACE, which is undertaking this project pursuant to authority granted to it in accordance with Flood Control Act of 1968 (H.D. No. 335/90/2), Water Resources Development Act of 1974 (P.L. 93-251, Section 69)and the WRDA of 1986 (P.L. 99-662), enters into this MOA in compliance with requirements of section 8(k)(2)(D) of the OCSLA. The County, who has

procured and assigned Land Rights of appropriate scope and duration to facilitate the Project, enters into this MOA in compliance with requirements of section 8(k)(2)(A)(i) of the OCSLA.

Nothing in this MOA is intended to impede or hinder the County's or the USACE's ability to complete the Project or abrogate or diminish either's authority or responsibilities under applicable law, including but not limited to Section 101(b)(7) of the Water Resources Development Act of 1996, Public Law 104-303, National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Magnuson-Stevens Fishery Conservation and Management Act (MSFCMA), Marine Mammal Protection Act (MMPA), National Historic Preservation Act (NHPA), or the Coastal Zone Management Act (CZMA).

Title III. Project Description

Designated, under Flood Control Act of 1968 (H.D. No. 335/90/2), Water Resources Development Act of 1974 (P.L. 93-251, Section 69)and the WRDA of 1986 (P.L. 99-662), as the Beach Erosion Control and Hurricane Protection Project, the Project is intended to restore the proper ecological function of a beach and facilitate beach stabilization. USACE anticipates extracting _____ cubic yards of sand resources to stabilize the shoreline and reconstruct the beach. The OCS sand resources will be extracted from the _____ Borrow Area, as designated and delineated on the attached map (Attachment 1).

Title IV. Provisions

A. The Bureau authorizes the use of OCS sand from the _____ Borrow Area. The USACE or its contractor(s) shall extract, transport, and place such OCS sand resources from the borrow area in accordance with the terms and conditions set forth below and in accordance with the Department of Environmental Protection - Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization Permit No. _____. Except as provided above, the parties agree that all other aspects of the Project's execution and completion remain as described in the Local Cooperation Agreement between the Department of the Army and for Construction of the Beach Erosion Control and Hurricane Protection Project entered into agreement on _____.

B. This MOA applies only to the extraction, transportation, and placement described above. The MOA shall terminate or expire upon (1) the USACE sending written notice to Chief, Bureau of Ocean Energy Management, Regulation and Enforcement, Leasing Division, 381 Elden Street, MS 4010, Herndon, Virginia 20170, that USACE has received sufficient sand to complete the Project, two years from the date of execution of this MOA, whichever occurs first. Upon request by USACE, the parties may agree to extend the terms of the MOA as necessary to provide USACE and its contractor(s) with additional time to complete the Project. The parties acknowledge that there may be a potential need for future OCS sand resources for periodic maintenance, augmentation or construction purposes. The Bureau, the USACE, and the County may enter into subsequent agreements, as may be required in the future, consistent with each party's respective responsibilities under applicable law.

C. The Bureau, the USACE, and the County recognize that planning and coordination among the three parties will ensure that responsibilities under the OCSLA, other applicable Federal laws, and this Congressionally-authorized Project are carried out and accommodated in an efficient and timely manner so that the project schedule will not be unnecessarily delayed or

compromised. All parties recognize that the Bureau, as a bureau in the DOI, has certain responsibilities for the orderly, timely, and efficient recovery of OCS minerals using the best available technology while ensuring environmental stewardship and compliance. Moreover, the parties further recognize that USACE has certain stewardship and environmental compliance responsibilities that are separate and distinct from the responsibilities of the Bureau. To these ends, and with respect to the Project, the Bureau, USACE, and the County agree to the following terms:

1. Notification of Activity in or near the Borrow Areas

USACE will notify the Bureau at dredgeinfo@boemre.gov of the commencement and termination of the construction operations at _____ borrow area within 24 hours after USACE receives such notification from its contractor(s) for the Project. The Bureau will notify USACE in a timely manner of any OCS activity within the jurisdiction of the DOI that may adversely affect USACE's ability to use OCS sand for the Project.

2. Environmental Responsibilities and Environmental Compliance

USACE is the lead agency on behalf of the Federal government to ensure the Project complies with applicable environmental laws, including but not limited to the Endangered Species Act, Magnuson-Stevens Fishery Management and Conservation Act, Migratory Bird Treaty Act, National Historic Preservation Act, and Coastal Zone Management Act.

USACE will serve as the lead Federal agency for Endangered Species Act (ESA) Section 7 consultation concerning protected species under the purview of U.S. Fish and Wildlife Service (U.S. FWS) and National Marine Fisheries Service (NMFS). USACE will instruct its contractor(s) to implement the mitigation and monitoring terms, conditions, and measures required by the U.S. FWS, NMFS, Florida Department of Environmental Protection (FDEP), and the Bureau pursuant to applicable Federal and State laws and regulations. The required mitigation terms, conditions, and measures are reflected in the attached Biological Opinions, Conservation Recommendations (and related correspondence), and Joint Coastal Permit Final Order No._____.

USACE is responsible for compliance with the Specific Conditions of the Joint Coastal Permit, including implementation of turbidity monitoring and the Sediment Quality Control/Quality Assurance Plan. ~~Miami-Dade~~ Department of Environmental Resources Management (DERM) is responsible for compliance with certain monitoring and contingency mitigation requirements for the Project, including implementation of the requirements of the Final Physical and Biological Monitoring Plan and Contingency Mitigation Plan. Prior to the commencement of the Project, USACE and DERM will invite the Bureau to participate in any conference with FDEP to review specific conditions and monitoring requirements. Construction shall not commence until the pre-construction requirements of the Final Physical and Biological Monitoring Plan have been completed.

Copies of all relevant correspondence, monitoring reports, and other technical reports shall be provided to the Bureau at dredgeinfo@boemre.gov within 30 days of its completion. If physical and/or biological monitoring confirms that unexpected adverse

impacts are occurring in the vicinity of _____ borrow area, USACE and DERM will invite the Bureau to participate in any effort to further study the impacts and/or undertake corrective, remedial, and/or compensatory action.

3. Dredge Positioning

During all phases of the Project, USACE will ensure that the dredge and any bottom disturbing equipment is outfitted with an onboard global positioning system (GPS) capable of maintaining and recording location within an accuracy range of no more than plus or minus 3 meters. The GPS must be installed as close to the cutterhead or draghead as practicable. An exclusionary buffer of _____ ft has been established around documented hardbottom and reef features adjacent to the proposed borrow area. The borrow area design reflects the required buffer. During dredging operations, USACE will immediately notify the Bureau at dredgeinfo@boemre.gov if dredging occurs outside of the approved borrow area. Anchoring, spudding, or other bottom disturbing activity is to be avoided outside the authorized borrow area on the OCS.

USACE will provide the Bureau all Dredging Quality Management (DQM) data acquired during the project using procedures jointly developed by the USACE's National Dredging Quality Management Data Program Support Center and the Bureau. USACE will submit the DQM data, including draghead status and depth, to dredgeinfo@boemre.gov biweekly. A complete DQM dataset will be submitted within 45 days of completion of the Project.

4. Local Notice to Mariners

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

5. Marine Pollution Control and Contingency Plan

USACE will require its contractor(s) and subcontractor(s) to prepare for and take all necessary precautions to prevent discharges of oil and releases of waste and hazardous materials that may impair water quality. In the event of an occurrence, notification and response will be in accordance with applicable requirements of 40 C.F.R. 300. All dredging and support operations shall be compliant with U.S. Coast Guard regulations and the Environmental Protection Agency's Vessel General Permit, as applicable. USACE will notify the Bureau of any occurrences and remedial actions and provide copies of reports of the incident and resultant actions at dredgeinfo@boemre.gov.

6. Encounter of Ordinance

If any ordinance is encountered while conducting dredging activities at _____ borrow area, USACE will report the discovery within 24 hours to Chief, BOEMRE Leasing Division, at (703) 787-1215 and dredgeinfo@boemre.gov.

7. Archeological Resources

Onshore Prehistoric or Historic Resources
If USACE discovers any previously unknown historic or archeological remains while

accomplishing activity on ~~Miami-Dade~~ Beaches, USACE will notify the Bureau of any finding. USACE will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

Offshore Prehistoric or Historic Resources
In the event that the dredge operators discover any archaeological resource while conducting dredging operations in _____ borrow area, USACE shall require that dredge and/or pump-out operations be halted immediately within _____ of the area of discovery. USACE shall then immediately report the discovery to Chief, BOEMRE Leasing Division, at (703) 787-1215. If investigations determine that the resource is significant, the parties shall together determine how best to protect it.

8. Bathymetric Surveys

USACE will provide the Bureau with pre- and post-dredging bathymetric surveys of _____ borrow area. The pre-dredging survey will be conducted within 30 days prior to dredging. The post-dredging survey will be conducted within 30 days after the completion of dredging. USACE will also provide the Bureau a bathymetric survey performed between 1 year and 3 years following the completion of dredging. Hydrographic surveys will be performed in accordance with the USACE Hydrographic Surveying Manual EM 1110-2-1003 unless specified otherwise. One hundred percent coverage using interferometric swath or multibeam bathymetry data is preferred over single-beam data. All bathymetric data shall be roll, pitch, heave, and tide corrected. Survey lines of the specific dredge area, within Unnamed Shoal A, will be established at no greater than 50 m intervals perpendicular to a baseline. Three equidistant cross-tie lines will be established parallel to the same baseline. Survey lines will extend at least 50 m beyond the edge of the dredge areas. All data shall be collected in such a manner that post-dredging bathymetry surveys are compatible with the pre-dredging bathymetric survey data to enable the latter to be subtracted from the former to calculate the volume of sand removed, the shape of the excavation, and nature of post-dredging bathymetric change.

Copies of pre-dredging and post-dredging hydrographic data will be submitted to the Bureau via dredgeinfo@boemre.gov within thirty (30) days after each survey is completed. The delivery format for data submission is an ASCII file containing x,y,z data. The horizontal data will be provided in the North American Datum of 1983 (NAD ’83) Florida State Plane, U.S. survey feet. Vertical data will be provided in the North American Vertical Datum of 1988 (NAVD ’88), U.S. survey feet. An 8.5x11” plan view plot of the pre- and post-construction data will be provided showing the individual survey points, as well as contour lines at appropriate elevation intervals. These plots will be provided in PDF format.

9. Submittal of Production and Volume Information

USACE, in cooperation with the dredge operator, shall submit to the Bureau on a biweekly basis a summary of the dredge track lines, outlining any deviations from the original Plan. A color-coded plot of the cutterhead or drag arms will be submitted, showing any horizontal or vertical dredge violations. The dredge track lines shall show dredge status: hotelling, dredging, transiting, or unloading. This map will be provided in PDF format.

USACE will provide at least a biweekly update of the construction progress including estimated

volumetric production rates to the Bureau. The biweekly deliverables will be provided electronically to dredgeinfo@boemre.gov. The project completion report, as described below, will also include production and volume information, including Daily Operational Reports.

10. Plans and Performance Requirements

USACE will provide the Bureau with a copy of the Project's "Construction Solicitation and Specifications Plan," including final project drawings, prior to construction (herein referred to as the "Plan"). No activity or operation authorized by the negotiated agreement (herein referred to as the Memorandum of Agreement or MOA) at _____ borrow area shall be carried out until the Bureau has had an opportunity to review the Plan, thus ensuring that each activity or operation is conducted in a manner that is in compliance with the provisions and requirements of the MOA. USACE will ensure that all operations at _____ borrow area are conducted in accordance with the final approved Plan and all terms and conditions in this MOA, as well as all applicable regulations, orders, guidelines, and directives specified or referenced herein.

The preferred method of obtaining and conveying sediment from _____ borrow area involves the use of a hopper dredge. The MOA does not implicitly authorize use of a cutterhead dredge. USACE will allow the Bureau to review and comment on modifications to the Plan, including the use of a cutterhead dredge and/or submerged or floated pipelines to convey sediment that may affect the project area. Said comments shall be delivered in a timely fashion in order to not delay the USACE's construction contract or schedule.

Prior to the commencement of construction, USCAE shall provide a summary of the construction schedule. USACE, at the reasonable request of the Bureau, shall allow access, at the site of any operation subject to safety regulations, to any authorized Federal inspector and shall provide the Bureau any documents and records that are pertinent to occupational or public health, safety, or environmental protection as may be requested.

11. Responsibility for Damages

The Bureau does not warrant that the OCS sand resources used in this project are suitable for the purpose for which they are intended.

12. Project Completion Report

A project completion report will be submitted by USACE to the Bureau within 120 days following completion of the activities authorized under this MOA. This report and supporting materials should be sent to Chief, BOEMRE Leasing Division, 381 Elden Street, MS 4010, Herndon, Virginia 20170 and dredgeinfo@boemre.gov. The report shall contain, at a minimum, the following information:

- the names and titles of the project managers overseeing the effort (for USACE, the engineering firm (if applicable), and the contractor), including contact information (phone numbers, mailing addresses, and email addresses);
- the location and description of the project, including the final total volume of material extracted from the borrow area and the volume of material actually placed on the beach or shoreline (including a description of the volume calculation method used to determine these volumes);
- ASCII files containing the x,y,z and time stamp of the cutterhead or drag arm locations;

- a narrative describing the final, as-built features, boundaries, and acreage, including the restored beach width and length;
- a table, an example of which is illustrated below, showing the various key project cost elements;

	Project Cost Estimate ($)	Cost Incurred as of Construction Completion ($)
Construction		
Engineering and Design		
Inspections/Contract Administration		
Total		

- a table, an example of which is illustrated below, showing the various items of work construction, final quantities, and monetary amounts;

Item No.	Item	Estimated Quantity	Unit	Unit Price	Estimated Amount	Final Quantity	Bid Unit Price	Final Amount	% Over/ Under
1	Mobilization and Demobilization								
2	Beach Fill								
3	Any beach or offshore hard structure placed or removed								

- a listing of construction and construction oversight information, including the prime and subcontractor(s), contract costs, etc.;
- a list of all major equipment used to construct the project;
- a narrative discussing the construction sequences and activities, and, if applicable, any problems encountered and solutions;
- a list and description of any construction change orders issued, if applicable;
- a list and description of any safety-related issues or accidents reported during the life of the project;
- a narrative and any appropriate tables describing any environmental surveys or efforts associated with the project and costs associated with these surveys or efforts;
- a table listing significant construction dates beginning with bid opening and ending with final acceptance of the project by USACE;
- digital appendices containing the as-built drawings, beach-fill cross-sections, and survey data; and any additional pertinent comments.

13. Sharing of Information

Consistent with the purpose stipulated by the parties in Title II, the USACE, the County, and Bureau agree to: (1) share all information needed for or generated from the Project, including

the sharing of implementation and other applicable schedules; (2) provide such information to the requesting agency as expeditiously as possible; and (3) work to ensure that all required completion report information is received.

14. Resolution of Disputes

The parties agree to make every attempt to settle any disputes regarding this MOA at the lowest operational level. In the case of a (1) substantial disagreement between Bureau and the USACE or between Bureau and the County with respect to any aspect of the Bureau's authorization of the use of OCS sand resources in accordance with the terms and conditions as specified or (2) any alleged breach by a party of the terms and conditions as specified herein, the undersigned will designate a senior management official in their respective agencies to state the area(s) of disagreement or alleged breach in writing and present such statement to the other party for consideration. If resolution is not reached within 60 days, the undersigned shall request the active participation of the District Commander, Jacksonville District of the U.S. Army Corps of Engineers, the Associate Director, Offshore Energy and Minerals Management, Bureau, and the County Mayor.

15. Miscellaneous

This MOA shall not affect any pre-existing or independent relationships or obligations among the Departments of Interior, the USACE, and the County, including any other relationships or obligations between Bureau and the USACE, or any other units of such Departments.

All rights in the _____ Borrow Area not expressly granted to the USACE and County by the OCSLA or this MOA are hereby reserved to the Bureau. The Bureau reserves the right to authorize other uses in the _____ Borrow Area that will not unreasonably interfere with activities authorized under this MOA. The Bureau will allow USACE and the County to review and comment on any proposed authorizations for the use of sand in the _____ Borrow Area while this MOA is in effect.

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

_____

_____

_____ for

Offshore Energy and Minerals Management
Bureau of Ocean Energy Management,
Regulation and Enforcement
Department of the Interior
Date: _____

_____

_____

Colonel, U.S. Army
District Commander
Jacksonville District
U.S. Corps of Engineers
Date: _____

_____

Mayor, ~~Miami-Dade County~~
Date: _____

EXHIBIT 4

SAMPLE - Sovereign Submerged Lands Easement
State of Florida Borrow Areas

(SAMPLE) Sovereign Submerged Lands Easement
(State of Florida Borrow Areas and Rock Disposal Area)

This Instrument Prepared By:
James Wright
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT

NO. 41341
BOT FILE NO. 130235776
PA NO. 02955427-001-JC

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Miami-Dade County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land 2.5 miles offshore,
East of Section 14, Township 53 South, Range 42 East,
in the Atlantic Ocean, Miami-Dade County, as is more particularly
described and shown on Attachment A, dated April 13, 2011.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from March 25, 2011, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for a subaqueous rock (spoil) disposal area and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0295427-001-JC, dated March 25, 2011, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

[47]

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, 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 the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Miami-Dade County, Florida
Dept. of Environmental Resource Management
701 NW 1st Court, 5th Floor
Miami, Florida 33136

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including 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 subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 10 or at such address on record as provided to the Grantor by the Grantee. 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 of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the 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 the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

15. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

James E Wright

Print/Type Name of Witness

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

BY: _____ (SEAL)

Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 11th day of August, 2011, by Jeffery M. Gentry, 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. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

Notary Public State of Florida
Kathy C Griffin
My Commission DD727692
Expires 10/30/2011

My Commission Expires:

Commission/Serial No.

WITNESSES:

Original Signature

Ana Bustamante

Typed/Printed Name of Witness

Original Signature

Elizabeth Adorno

Typed/Printed Name of Witness

Miami-Dade County, Florida (SEAL)

BY: _____

Original Signature of Executing Authority

Jack Osterholt

Typed/Printed Name of Executing Authority

Deputy Mayor

Title of Executing Authority

"GRANTEE"

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of August, 2011, by Jack Osterholt as Deputy Mayor, for and on behalf of Miami-Dade County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Public, State of

Commission/Serial No.

Printed, Typed or Stamped Name

JACQUELINE ANGHEL-NOVICK
Notary Public - State of Florida
My Comm. Expires Mar 23, 2013
Commission # DD 873507

Page 3 of 7 Pages
Easement No. 41341