

SWERP FORMS USED PRIOR TO JUNE 1 ,2018
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62_330_060_section_h
62_330_090_1_recorded_notice_erp
62_330_201_petition_formal_determ
62_330_301_1_performance_bond
62_330_301_10_ce_passive_rec_uses
62_330_301_11_ce_riparian_uses
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62_330_301_18_browardce_standard
62_330_301_19_browardce_third_party_beneficiary
62_330_301_2_letter_credit
62_330_301_20_browardce_passiverec
62_330_301_21_browardce_riparian
62_330_301_22_browardce_localgov
62_330_301_23_browardce_thirdpartybenef_usace
62_330_301_3_standby_trust_fund_agree
62_330_301_4_trust_fund_agree
62_330_301_5_escrow_agreement
62_330_301_8_ce_standard
62_330_301_9_ce_standard_w_3rd_party
62_330_310_1_as_built_certification
62_330_310_2_transfer_to_operation_entity
62_330_310_3_constr_completion_insp_certif
62_330_340_1_req_transfer_permit
62_330_360_1_emerg_field_auth
62_330_402_1_notice_intent_to_use_erp_general

This packet includes all the forms list above that were updated after June 1, 2018 by FDEP.

REQUEST FOR VERIFICATION OF AN EXEMPTION

Instructions: submit this form to request verification whether an activity qualifies for an exemption from the Environmental Resource Permit (ERP) requirements of Part IV of Chapter 373, F.S., and Chapter 62-330.050-0511, F.A.C. With some exceptions, notice is **not required** to conduct an activity that qualifies for an exemption from permitting under Sections 373.406, 373.4145, or 403.813, F.S., or Rules 62-330.050 through 62-330.0511, F.A.C. Exceptions where prior notice to the Agency is required prior to conducting an exempt activity are:

- Activities having minimal impact under Section 373.406(6), F.S., often referred to as a “*de minimis*” exemption.
- Section 403.813(1)(f), F.S., when maintenance dredging within previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county.
- Section 403.813(1)(t), F.S., for the repair, stabilization, or paving of existing county maintained roads and the repair or replacement of bridges that are part of the roadway.
- Section 403.813(1)(u), F.S., for an individual, residential property owner to remove organic detrital material from freshwater rivers or lakes that have a natural sand or rocky substrate and that are not located in an Aquatic Preserve.
- Section 403.813(3), F.S., for maintenance dredging at seaports.
- Rule 62-330.0511, F.A.C., for minor silvicultural surface water management systems

In accordance with Chapter 253, F.S., and Chapter 18-21, F.A.C., (April 14, 2008) activities conducted on state-owned submerged lands also must be authorized by the Board of Trustees of the Internal Improvement Trust Fund (BOT). Certain activities on state-owned submerged lands may qualify for Consent by Rule under paragraph 18-21.005(1)(b), F.A.C. All authorized activities on state-owned submerged lands must comply with the General Conditions for Authorizations under subsection 18-21.004(7), F.A.C. The Agency will use this form to determine if an additional authorization to perform works on these lands is required.

Requests to “self certify” a private, single-family dock must be submitted to the Department’s Internet site at: <http://www.dep.state.fl.us/secretary/portal/permit.htm> and CANNOT be made using this notice. However requests to verify construction of a dock that does not qualify for self certification may be made using this form.

In addition to the information described in this form, any submittal requesting verification of an exemption, must also include:

- Location map(s) of sufficient detail to allow someone who is unfamiliar with the site to travel to and locate the specific site of the activity.
- One set of plans and drawings, calculations, environmental information, and other supporting documents that clearly and legibly depict and describe the proposed activities in sufficient detail to demonstrate that the work qualifies for the exemption.
- The required fee.

Please identify the exemption you are requesting to use:	
<input type="checkbox"/>	Subsection/Paragraph 62-330.____ (____), F.A.C.
<input type="checkbox"/>	Section 373.406(6), F.S. (known as the “ <i>de minimis</i> ” exemption — see section 3.4.3.7(c) of Applicant’s Handbook Volume I for additional information)
<input type="checkbox"/>	Section 373. 4145(6) (____), F.S. (for certain “grandfathered” activities)
<input type="checkbox"/>	Section 403.813(1)(____), F.S. (generally, “dredge and fill” exemptions)
<input type="checkbox"/>	I do not know the exemption number
Please provide numbers for additional Exemptions if you are requesting to use more than one:	



PART 1: GENERAL INFORMATION

A. CONTACT		
Name: Last:	First:	Middle:
Title:		Company:
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:
Cell Phone:		Fax:
E-mail Address:		
Preferred correspondence method: <input type="checkbox"/> email <input type="checkbox"/> US Mail		

B. Location of proposed activities:		Tax Parcel Identification Number:	
Address:			
City:	County:	Zip:	
Latitude (DMS)	° ' "	Longitude (DMS)	° ' "
C. Date activity is proposed:	To Commence:	To be Completed:	

D. Proposed Activities (be specific; use additional sheets as necessary)
Describe in general terms the proposed project, system, or activity (including materials to be used and construction methods):

E. Is any work proposed in wetlands or other surface waters? Yes No. If yes, please specifically describe, with specific references as to how the limits of the proposed work will comply with the terms and conditions of the above exemption:

F. Please provide a description of all sediment and erosion controls to be used during the completion of this activity (such as use of turbidity and erosion controls):

PART 2: ACKNOWLEDGEMENT

I understand this notice is being provided solely to seek verification of qualification to use this exemption(s), and that I am NOT requesting the Agency to process this notice as an application for a permit.

I hereby understand that the Agency will undertake reasonable efforts to determine, within 30 days of receipt of this notice, whether the activity contained in this notice qualifies for the above exemption. If it does not, the Agency will provide its determination that the requested activity does not meet the terms and conditions of the exemption, at which time I may provide a new notice with additional or modified information, or I may submit an application for an Environmental Resource Permit. In either case, denial of qualification to use an exemption will be made without prejudice, pending submittal of clarification of any errors or omissions contained in this notice or other information that demonstrates compliance with the terms and conditions of the exemption.

Typed/Printed Name

Signature

Date

SUBMITTAL AND FEES

This notice and the appropriate fee, should be submitted to the agency having regulatory authority for the activity. Operating Agreements between the Department and the water management districts spell out which agency will process any given application. For more information go to <http://www.dep.state.fl.us/water/wetlands/erp/wmd.htm> .

Several agencies now allow this application form to be submitted electronically on the Internet; in those cases, follow the on-line submittal requirements of that agency:

- **Northwest Florida Water Management District:**
http://www.nfwmd.state.fl.us/permits/erp/epermit_home.html
- **St. Johns River Water Management District:**
<https://permitting.sjrwmd.com/epermitting/jsp/AccountOverview.do?command=init>
- **Southwest Florida Water Management District:**
<http://www.swfwmd.state.fl.us/permits/epermitting/>
- **South Florida Water Management District:** <http://my.sfwmd.gov/ePermitting/MainPage.do>

If submitting a paper application, please see (Appendix A) of the Environmental Resource Permit Applicant's Handbook Volume I for submittal locations.

ATTACHMENT 1: INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF THIS FORM

This form is to apply for:

- An environmental resource permit (ERP) or a modification of an ERP: activities regulated under Part IV of Chapter 373, Florida Statutes; to construct, alter, operate, maintain or repair (excluding routine, custodial maintenance), abandon, or remove works or other activities, including a stormwater management system;
- An authorization for activities which require authorization to use state-owned submerged lands, for activities located on such lands; and/or
- A federal permit for activities that require federal dredge and fill permit under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899.

This form is designed to assist the applicant in submitting a complete application. All applications must include Section A- General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities, and are only required as applicable. Part II-A of Section A will guide you to the correct sections needed based on your proposed activities.

Applicant's Handbooks

Applicants are advised to consult Chapter 62-330, F.A.C and the Environmental Resource Permit Applicant's Handbooks Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet links to these documents are listed below. Volume The Applicant's Handbooks have been developed by the Department and Florida's five water management districts to assist persons in understanding the rules, procedures, standards, and criteria that apply to the environmental resource permit (ERP) program under Part IV of Chapter 373 of the Florida Statutes (F.S.).

- Chapter 62-330, F.A.C. (insert URL)
- Applicant's Handbook, Vol. I (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03174>,
<http://www.flrules.org/Gateway/reference.asp?No=Ref-03175>)
- Applicant's Handbook, Vol. II for:

- DEP & NFWMD (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03172>, and <http://www.flrules.org/Gateway/reference.asp?No=Ref-03173>)
- SFWMD (<https://www.flrules.org/Gateway/reference.asp?No=Ref-02528>)
- SJRWMD (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03181>)
- SRWMD (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03182>)
- SWFWMD (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03176>)

Applicant's Handbook Volume I provides:

- General background information on the ERP program, including points of contact;
- A summary of the statutes and rules that are used to authorize and implement the ERP program;
- A discussion of activities that are regulated under Chapter 62-330, F.A.C., and Part IV of Chapter 373, F.S.;
- A discussion of the types of permits, permit thresholds, and exemptions;
- A discussion of the procedures used in the review of exemptions and permits;
- A discussion of the required conditions for issuance of an ERP, including a discussion of the environmental criteria that are used for activities located in wetlands and other surface waters;
- A discussion of erosion and sediment control practices to prevent water quality violations; and
- A discussion of operation and maintenance requirements;

Applicant's Handbook Volume II is adopted separately by the Department for use within the NFWMD, and by the SRWMD, SJRWMD, SWFWMD, and SFWMD for use by the Department and District within the geographical area of the applicable District. It provides design and performance standards that can be used under Chapter 62-330, F.A.C., to address regional differences in hydrology, soils, geology, and rainfall specific to each District. More specifically, it provides:

- Design and performance standards and criteria for water quality and quantity, including the design and performance standards for specific types of stormwater management systems;
- Explanations of standards and criteria pertaining to special basins;
- Standards and criteria pertaining to flood protection;
- Design and performance standards for dams.

Volume II contains information that may assist applicants who require any kind of individual permit under Chapter 62-330, F.A.C. However, it is mainly applicable to activities that require the services of a registered professional (such as a professional engineer or a landscape architect) to design a stormwater management system.

This form is not to be used for exemption verifications or general permits:

- **Exemptions:** If verification of an exemption is needed or desired, complete and submit **Form 62-330.900(11) — “Exemption Verification Request,”** to the applicable agency. Or you may submit a letter requesting verification of an exemption, or submit a verification request electronically on the Internet where available (see below). Additionally, self-certification of certain exempt activities is available through use of the Department of Environmental Protection's (DEP) on-line self-certification portal at <http://portal.dep.state.fl.us>. See Rules 62-330.050-.0515 and Section 3.4.3 of Applicant's Handbook Volume I for more information on exemptions.
- **General Permits (GPs):** Complete **Form 62-330.900(2) “Notice of Intent to Use an Environmental Resource General Permit,”** or provide an online notice to the Agency (see below) at least 30 days prior to initiating the works or other activities authorized by the general permit. Part IV of Ch. 62-330, F.A.C, describes the process for obtaining a GP and lists the activities that qualify for a GP. See also Section 4.4 of Applicant's Handbook Volume I.
- **10/2 General Permit:** Applicants are advised that Section 403.814(12) of the Florida Statutes grants general permits for the construction, alteration and maintenance of a stormwater management system serving a project that involves qualifying activities in uplands having less than 10 acres of total project area and less than two acres of impervious surface. This general permit requires submittal of an "electronic self-certification" within 30 days after construction begins. The "electronic self-certification" requirement can be satisfied through use of the DEP's self-certification portal at www.fldepportal.com/go. Submitting an application is not required to use this general permit.

Pre-application Meetings

For larger projects and projects involving work in, on, or over wetlands or other surface waters, a pre-application meeting or conversation with the agency is strongly encouraged. Please refer to Attachment 2 for agency contact information.

Minor Modifications

Minor or “letter” modifications do not require completion of this form, and may instead be requested by letter. Minor modifications include a request for: a time extension; to correct errors or typographical mistakes; to incorporate changes requested by the Agency; to change due dates for

reporting or performance deadlines; to transfer a permit, or to make other minor technical changes. See Rule 62-330.315(3) F.A.C. for minor technical changes that may qualify as a minor modification. For permit transfers, please use **Form 62-330.340(1)**. All other modifications are considered major modifications, and must use this form.

To whom do I submit this application?

The DEP regulates some types of activities, and the Water Management Districts ("WMDs") regulate others. In addition, some local governments have been delegated the authority to review and take agency action on ERP's on behalf of the DEP or WMD. All ERP and state-owned submerged lands authorizations are now done in the district offices of the Department and in the St. Johns River, Suwannee River, Northwest Florida, South Florida, and Southwest Florida Water Management Districts. Operating Agreements between the DEP and the Water Management Districts spell out which agency will process any given application. Under those agreements, the DEP generally reviews and takes actions on applications involving:

- Solid waste, hazardous waste, domestic waste, and industrial waste facilities
- Mining (except borrow pits that do not involve on-site material grading or sorting)
- Power plants, transmission and communication cables and lines, and natural gas and petroleum exploration, production, and distribution lines and facilities
- Docking facilities and attendant structures and dredging that are not part of a larger plan of residential or commercial development
- Navigational dredging conducted by governmental entities, except when part of a larger project that a WMD has the responsibility to permit
- Systems serving only one single-family dwelling unit or residential unit not part of a larger common plan of development
- Systems located in whole or in part seaward of the coastal construction control line
- Seaports, and
- Smaller, separate water-related activities not part of a larger plan of development (such as boat ramps, mooring buoys, and artificial reefs)

The Water Management Districts review and take action on all the other ERP applications. DEP and Water Management District staff are happy to help applicants determine the appropriate agency for an application.

Where do I submit this application?

ERP Applications shall be made to the appropriate DEP or WMD or local government office serving the area in which the activity is proposed. The appropriate agency office for each geographic area is listed in Attachment 2.

Online: Several agencies now allow this application form to be submitted electronically on the Internet; in those cases, follow the on-line submittal requirements of that agency.

- o **Northwest Florida Water Management District:**
http://www.nfwmd.state.fl.us/permits/erp/epermit_home.html
- o **St. Johns River Water Management District:**
<https://permitting.sjrwmd.com/epermitting/jsp/AccountOverview.do?command=init>
- o **Southwest Florida Water Management District:**
<http://www.swfwmd.state.fl.us/permits/epermitting/>
- o **South Florida Water Management District:**
<http://my.sfwmd.gov/ePermitting/MainPage.do>

Paper Submittals: If you are submitting a paper version of the application, submit **one original** signed application form and **one copy** of the form, and one original and one copy of the complete sets of all the requested drawings and other information to the appropriate DEP or WMD office. DO NOT submit the application directly to the U.S. Army Corps of Engineers (see below). Providing a CD or DVD of the documents will help the Agency process your application. ***Please do not submit pages of the application that are blank or that do not contain information you have completed.***

Application Fees: Submit the appropriate **fee** with your application. Application fees are based on the size of the project area and the extent of activities proposed in wetlands and other surface waters. Attachment 3 includes the fee schedules for each agency. The application will not be considered complete until the appropriate fee is received.

How does the application get to the U.S. Army Corps of Engineers?

It is not necessary for the applicant to submit a separate application to the U.S. Army Corps of Engineers (USACE). Some agencies have an electronic portal that allows the USACE to retrieve application information when it is submitted to the DEP, WMD, or delegated local government.

When a paper copy of an ERP application is submitted to the DEP, WMD, or delegated local government that involves activities are proposed in, on, or over wetlands or other surface waters, a portion of the application will be forwarded to the USACE by the reviewing agency. The USACE will advise you of any additional information that may be required to complete your federal dredge and fill permit application. The information requested in this application form may be more than required to make a complete application to the USACE.

What are the criteria for issuance of a permit?

The proposed project must meet the conditions for issuance (Rules 62-330.301 and 62-330.302, F.A.C.). Applicant's Handbook Volume I (for all projects) and Applicant's Handbook Volume II (water management systems and regionally specific criteria) (links are provided on pages 1-2) provide criteria under which an application is reviewed for compliance with those conditions. The USACE has different thresholds, standards and criteria than the state agencies.

Use of State-owned submerged lands

If an activity is located on, or has the potential to be located on state-owned sovereign submerged lands (SSL), please check the box to request authorization to use state-owned submerged lands, and provide the information requested in Section F. Proprietary authorization from the state to use such lands may be required prior to construction (see <http://www.dep.state.fl.us/lands/use.htm>).

Please note that only a single application is necessary for activities that require both a proprietary authorization under Chapter 253 and 258, F.S., to use sovereign submerged lands and an environmental resource permit. Proprietary rules are found in Chapter 18-21, F.A.C. (<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>), with additional criteria for aquatic preserves in Chapter 18-20, F.A.C. (<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-20>). Please be advised that, pursuant to subsection 18-21.00401, F.A.C., a permit application cannot be deemed complete until all required information for both the proprietary and regulatory components of the application have been received.

If you are unsure if state lands are affected, please note that at any time during the processing of the application, it appears that the project activities may take place on state-owned submerged lands, the reviewing Agency will initiate a review for the authorization to use such lands as part of the pending application review.

BE ADVISED:

- Authorization from one agency for the proposed project does not eliminate the need to obtain all other required authorizations and permits required by other state, local, and federal agencies.
- Documents and drawings submitted by persons other than the owner for purposes other than the private use of the owner are subject to the signing and sealing requirements of a registered professional.
- The information listed in Sections B-H of this application package is not all-inclusive. Additional information may be requested by the reviewing agency to complete your application.

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2). Additional information on the permitting programs is also available at:

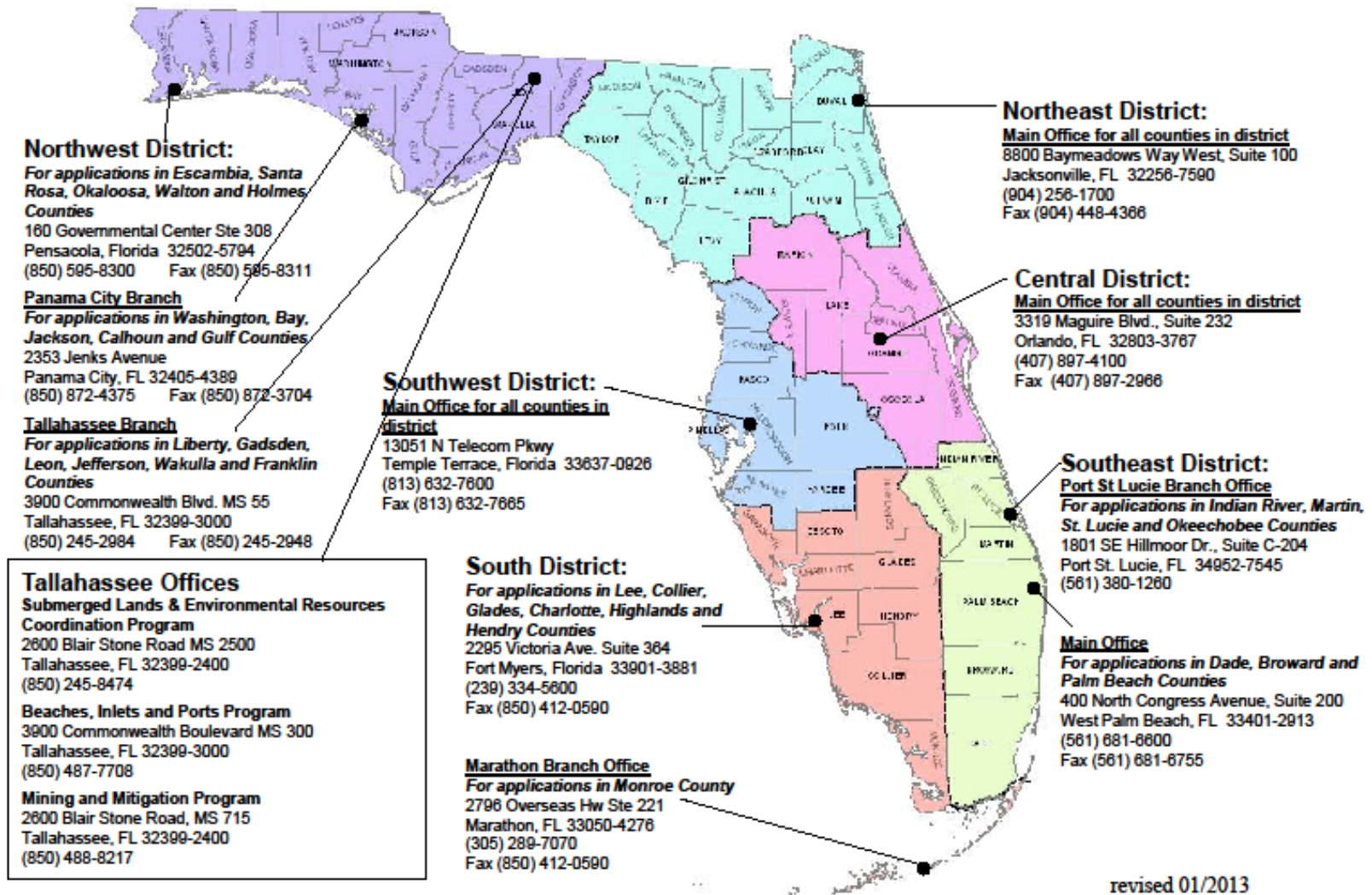
Department of Environmental Protection:

<http://www.dep.state.fl.us/water/wetlands/erphelp/index.htm>

- Northwest Florida Water Management District:
http://www.nfwmd.state.fl.us/permits/erp/epermit_home.html
- Suwannee River Water Management District:
<http://www.srwmd.state.fl.us/index.aspx?nid=288>
- St. Johns River Water Management District: <https://permitting.sjrwmd.com/ephhelp/>
- Southwest Florida Water Management District: <http://www.swfwmd.state.fl.us/permits/erp/>
- South Florida Water Management District:
<http://www.sfwmd.gov/portal/page/portal/xweb%20-%20release%202/environmental%20resource%20permitting>
- U.S. Army Corps of Engineers:
<http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm>

**ATTACHMENT 2: AGENCY CONTACT INFORMATION AND
SUBMITTAL LOCATIONS**

A. DEP Locations and Contacts:



B. Northwest Florida Water Management District Submittal locations and Contacts:

Website: <http://www.nfwmd.state.fl.us/>

ePermitting: http://www.nfwmd.state.fl.us/permits/erp/epermit_home.html

District Headquarters
81 Water Management Drive
Havana, FL 32333
Phone: (850) 539-5999

Tallahassee Field Office (ERP)
3900 Commonwealth Blvd
Tallahassee, FL 32399-3000
Phone: (850) 921-2986

Crestview Field Office
180 East Redstone Avenue
Crestview, Florida 32539
Phone: (850) 683-5044

C. Suwannee River Water Management District Submittal locations and Contacts:

Website: <http://www.SRWMD.state.fl.us>

Water Supply and Resource Management Department
9225 CR 49
Live Oak, FL 32060
Phone: (386) 362-1001

D. St. Johns River Water Management District Submittal locations and Contacts

Website: <http://www.SJRWMD.com>

For online submittal: <http://floridaswater.com/permitting/>

District Headquarters
Division of Permit Data Services
4049 Reid Street
Palatka, Florida 32177-2529
-or-
P.O. Box 1429
Palatka, FL 32178-1429
Phone: (386) 329-4500 or 1(800) 451-7106

Jacksonville Service Center
7775 Baymeadows Way, Suite 102
Jacksonville, Florida 32256

Phone: (904) 730-6270 or 1-(800) 852-1563
Maitland Service Center
601 South Lake Destiny Road, Suite 200
Maitland, Florida 32751-7262
Phone: (407) 659-4800

Palm Bay Service Center
525 Community College Pkwy., S. E.
Palm Bay, Florida 32909
Phone: (321) 984-4940

E. Southwest Florida Water Management District Submittal locations and Contacts

Website : <http://www.WaterMatters.org>

For online submittal: <http://www.swfwmd.state.fl.us/permits>

District Headquarters
2379 Broad Street
Brooksville, FL 34604-6899
Telephone: (352) 796-7211 or
1-800-423-1476

Bartow Service Office
170 Century Boulevard
Bartow, FL 33830-7700
(863) 534-1448

Sarasota Service Office
6750 Fruitville Road
Sarasota, FL 34240-9711
(941) 377-3722

Tampa Service Office
7601 US Hwy. 301
Tampa, FL 33637-6759
Phone: (813) 985-7481

F. South Florida Water Management District Submittal locations and Contacts

Website: www.sfwmd.gov,

For online submittal: www.sfwmd.gov/epermitting

Headquarters-Regulation Reception Desk
3301 Gun Club Road
P.O. Box 24680
West Palm Beach, FL 33406-4608
Phone: (561) 682-6736 or 1-800-432-2045

Lower West Coast Service Center
2301 McGregor Boulevard
Fort Myers, FL 33901
Phone: (239) 338-2929

Collier County Service Center/Big Cypress
Basin
Poinciana Professional Park
2640 Golden Gate Parkway, Suite 205
Naples, FL 34105
Phone: (239) 263-7615

Okeechobee Service Center
3800 NW 16th Boulevard, Suite A
Okeechobee, FL 34972
Phone: (863) 462-5260

SFWMD Orlando Service Center
1707 Orlando Central Parkway, Suite 200
Orlando, FL 32809
Phone: (407) 858-6100

G. Counties with delegated authority:

1. Broward County:

<http://www.broward.org/EnvironmentAndGrowth/Pages/Default.aspx>

Broward County Department of Environmental Protection and Growth Management,
Development and Environmental Regulation Division
1 North University Drive, Suite 201
Plantation, FL 33324, (954) 519-1473

Phone: (954) 357-6666

2. Environmental Protection Commission of Hillsborough County:

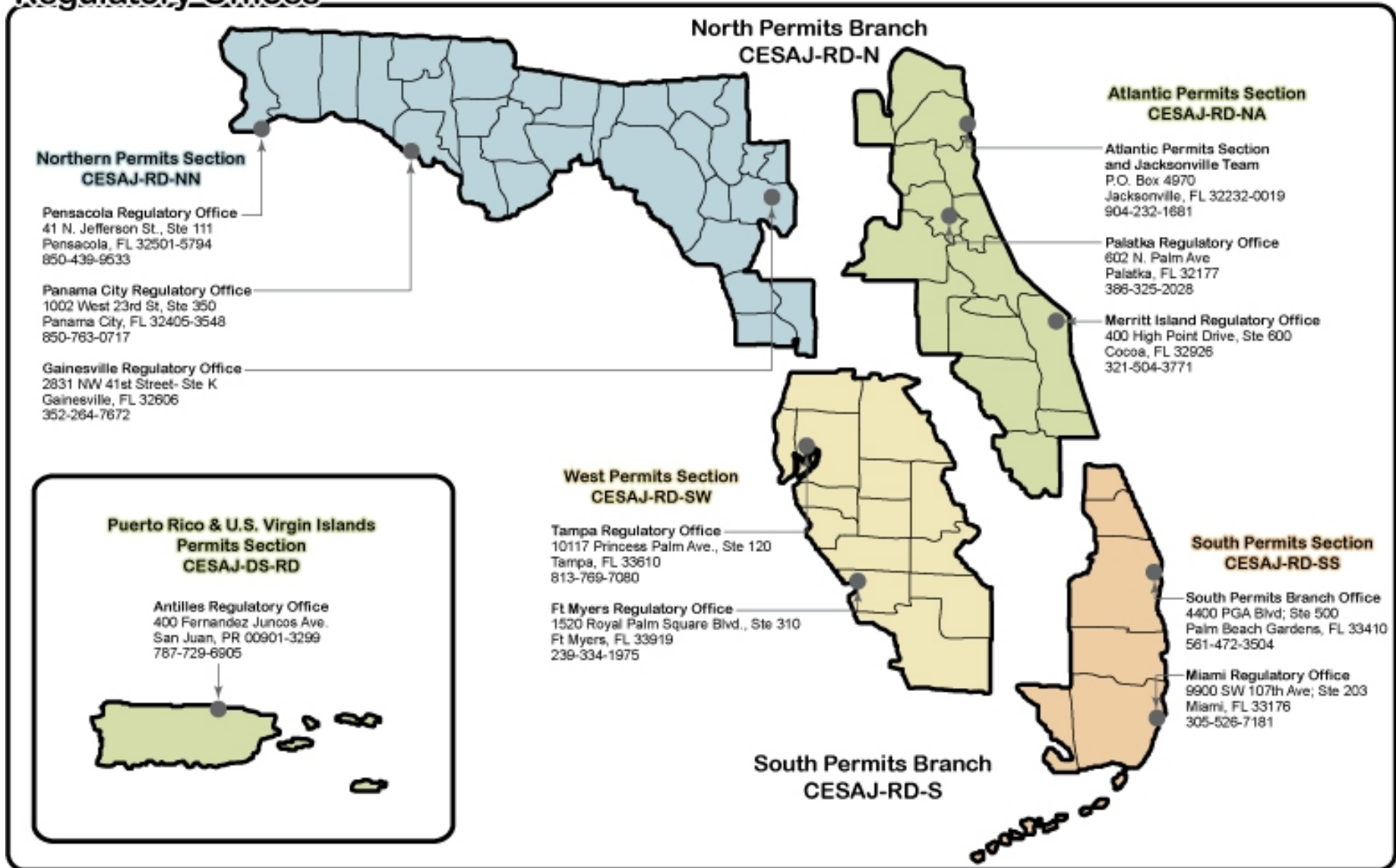
<http://fl-hillsboroughcountyepec.civicplus.com/>

Environmental Protection Commission
3629 Queen Palm Dr.
Tampa, FL 33619

Phone: (813) 627-2600

H. Army Corps of Engineers Contacts and Office Locations

Regulatory Offices



ATTACHMENT 3: APPLICATION FEES

The processing fee required to be submitted with an application, notice, or petition under Chapter 62-330, F.A.C., is specified in the following rules:

Rule 62-4.050, F.A.C. (for a submittal to the **Department of Environmental Protection** or the **Northwest Florida Water Management District**)

Rule 40B-1.706, F.A.C. (for a submittal to the **Suwannee River Water Management District**)

Rule 40C-1.603, F.A.C. (for a submittal to the **St. Johns River Water Management District**)

Rule 40D-1.607, F.A.C. (for a submittal to the **Southwest Florida Water Management District**)

Rule 40E-1.607, F.A.C. (for a submittal to the **South Florida Water Management District**)

For applications, notices, or petitions that are the responsibility of a local government delegated to implement Chapter 62-330, F.A.C., under Section 373.441, F.S., the processing fee shall be submitted to the local government in accordance with the Delegation Agreement between the Department and the local government incorporated by reference in Chapter 62-113, F.A.C.

JOINT APPLICATION FOR INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT/ AUTHORIZATION TO USE STATE-OWNED SUBMERGED LANDS/ FEDERAL DREDGE AND FILL PERMIT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION/
WATER MANAGEMENT DISTRICTS/
U.S. ARMY CORPS OF ENGINEERS

Effective October 1, 2013



**US Army Corps
of Engineers®**

INSTRUCTIONS FOR USE OF THIS FORM:

This form is designed to assist you in submitting a complete application. All applications must include Section A- General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities, and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant’s Handbook Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C. and the Applicant’s Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

What Sections of the Application Must I Fill Out?

Does the project involve....	Section							
	A- General Information	B- Single Family Projects	C- Wetlands and other Surface Waters	D- Structures or Works in Surface Waters	E- Stormwater Management System	F- State-owned Submerged Lands	G- Mitigation Banks	H- Mines
Fill in wetlands or waters for a single family residence?	X	X						
Docks, shoreline stabilization, seawalls associated with a single family residence?	X	X				X, if applicable		
Wetland impacts (other than associated with an individual residence)?	X		X					
Boating facilities, a marina, jetty, reef, or dredging?	X		X	X		X if applicable		
Any work on state owned submerged land?	X		X			X		
Construction of a stormwater management system?	X		X, if applicable		X			
Constructing a mitigation bank?	X		X		X, if applicable		X	
Creating a mine?	X		X, if applicable					X

Note- if you are required to provide Section B, then you do not have to provide any other Sections, unless the activities are on state-owned submerged lands. In that case, Section F will also be required.

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).

Section A: General Information for All Activities

PART 1: NAME, APPLICATION TYPE, LOCATION, AND DESCRIPTION OF ACTIVITY

A. Name of project, including phase if applicable:

B. This is for (check all that apply):

- Construction or operation of **new** works, activities and/ or a stormwater management system
- Conceptual Approval** of proposed works, activities and/ or a stormwater management system
- Modification or Alteration of **existing** works activities and / or a stormwater management system.
Provide the existing DEP or WMD permit #, if known: _____ Note: Minor modifications do not require completion of this form, and may instead be requested by letter.
- Maintenance or repair** of works, activities and/ or stormwater management system previously permitted by the DEP or WMD Provide existing permit #, if known: _____
- Abandonment or removal of works, activities and/ or stormwater management system
Provide existing DEP or WMD permit #, if known: _____
- Operation of an **existing unpermitted** stormwater management system.
- Construction of additional phases of a permitted work, activity and/ or stormwater management system.
Provide the existing DEP or WMD permit #, if known: _____

C. **List the type of activities proposed. Check all that apply, and provide the supplemental information requested in each of the referenced application sections. Please also reference Applicant's Handbooks I and II for the type of information that may be needed.**

- Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a General Permit: **Provide the information requested in Section B. Do not complete Section C.**
- Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual residence). *Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, restoration/enhancement.* **Provide the information requested in Section C.**
- Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**
- Activities that are (or may be) located within, on or over state-owned submerged lands (See Chapter 18-21, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>): **In addition to Section B or C, also provide the information requested in Section F**

- Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**
- Creation or modification of Mitigation Bank (refer to Chapter 62-342, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342>): **Provide the information requested in Section G.**
- Mines (as defined in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**
- Other, describe:
Please contact the Agency to determine which additional sections of the application are needed. See Attachment 1 for Agency contacts.

D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit:

E. For activities in, on, or over wetlands or other surface waters, check the type of federal dredge and fill permit requested (if known): Individual Programmatic General permit #: SAJ
 General Nationwide permit #: Not Applicable Not sure

F. Project/Activity Street/Road Address or other location (if applicable):
City: County(ies): Zip:

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

G. Project location map and Section, Township, and Range information (use additional sheets if needed):
Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.

Section(s): Township: Range: Land Grant name, if applicable:
Section(s): Township: Range:
Section(s): Township: Range:

H. Latitude (DMS) ° ' " Longitude (DMS) ° ' " (Taken from central location of the activity). Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource):

I. Tax Parcel Identification Number(s):

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

J. Directions to Site (from major roads; include distances and landmarks as applicable):

K. Project area or phase area: _____ acres

L. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge:

The following questions (M-O) are not applicable to activities related to a single-family residence, including private single-family residential docks, piers, seawalls or boat ramps.

M. Is it part of a larger plan of development or sale? yes no

N. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable):
_____ acres or _____ square feet

O. Volume of water the system is capable of impounding (if applicable): _____ acre-feet.

PART 2: SUPPLEMENTAL INFORMATION, AND PERMIT HISTORY

A. Is this an application to modify an existing Environmental Resource Permit, or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? Yes No *If you answered "yes", please provide permit numbers below:*

AGENCY	DATE	PERMIT/APPLICATION NO.	PROJECT NAME

B. Indicate if there have been any **pre-application meeting(s)** or other discussions about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

AGENCY	DATE	LOCATION	MEETING ATTENDEES

C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H.** However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities.

D. Processing Fee: **Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Attachment 3 to determine the appropriate fee.

PART 3: APPLICANT AND ASSOCIATED PARTIES INFORMATION

Instructions: Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3 (d) of Applicant's Handbook Volume I. Please attach evidence of sufficient real property interest over the land upon which the activities subject to the application will be conducted, including mitigation (if applicable). Refer to Section 4.2.3 (d) for acceptable ownership or real property interest documentation. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

A. APPLICANT (ENTITY MUST HAVE SUFFICIENT REAL PROPERTY INTEREST)			
<input type="checkbox"/> THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION			
Name: Last:		First:	Middle:
Title:		Company:	
Address:			
City:		State:	Zip:
Home Telephone:		Work Telephone:	
Cell Phone:		Fax:	
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>			
B. LAND OWNER(S) (IF DIFFERENT OR IN ADDITION TO APPLICANT)			
<input type="checkbox"/> CHECK HERE IF LAND OWNER IS ALSO A CO-APPLICANT			
Name: Last:		First:	Middle:
Title:		Company:	
Address:			
City:		State:	Zip:
Home Telephone:		Work Telephone:	
Cell Phone:		Fax:	
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>			
C. OPERATION AND MAINTENANCE ENTITY (see Applicant's Handbook I, Section 12.3)			
Entity Name:	Contact: Last:	First:	Middle:
Title:		Company:	
Address:			
City:		State:	Zip:
Home Telephone:		Work Telephone:	
Cell Phone:		Fax:	
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>			

D. CO-APPLICANT (IF DIFFERENT OR IN ADDITION TO APPLICANT AND OWNER)		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		
E. ENGINEERING CONSULTANT <input type="checkbox"/> THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		
F. ENVIRONMENTAL CONSULTANT <input type="checkbox"/> THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		
G. AGENT AUTHORIZED TO SECURE PERMIT (IF DIFFERENT FROM CONSULTANT) <input type="checkbox"/> THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		

If necessary, please add additional pages for other contacts and property owners related to this project.

PART 4: SIGNATURES AND AUTHORIZATION TO ACCESS PROPERTY

Instructions: For multiple applicants please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real property interest (see Section 4.2.3 (d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant or Applicant's Authorized Agent	Signature of Applicant or Applicant's Authorized Agent	Date

(Corporate Title if applicable)

B. CERTIFICATION OF SUFFICIENT REAL PROPERTY INTEREST AND AUTHORIZATION FOR STAFF TO ACCESS THE PROPERTY:

I certify that:

I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, I agree to provide entry to the project site for such agents or personnel to monitor and inspect permitted work if a permit is granted.

OR

I represent an entity having the power of eminent domain and condemnation authority, and I/we shall make appropriate arrangements to enable staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the property as described above.

Typed/Printed Name	Signature	Date

(Corporate Title if applicable)

C. DESIGNATION OF AUTHORIZED AGENT (IF APPLICABLE):

I hereby designate and authorize _____ to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant	Signature of Applicant	Date
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(Corporate Title if applicable)

SECTION B: FOR SINGLE-FAMILY PROJECTS

Instructions: This section is for providing supplemental information required for works or other activities involving one single-family (including duplex, triplex or quadruplex) residential property that do not qualify for an exemption or noticed general permit. This is intended to be used in conjunction with the Applicant's Handbook, Vol. I & II. The Agency will also provide a copy of the application to the Florida Fish and Wildlife Conservation Commission, the Department of State's Division of Historical Resources, and other agencies as applicable for review. Project modifications may be required as a result of those comments. The supplemental information required by this section is in addition to the information required by Section A of the ERP application.

PART I: PROJECT INFORMATION SUMMARY

1. Does the project include construction of any docks, piers, or other types of over-water structures or mooring areas?

yes (complete items a. through f., below) no (skip to #2)

- a. Total square feet of structure(s) over water –
existing: new: proposed total:

- b. Type of materials (e.g., treated wood, plastic, concrete, etc.) for the:
dock structure: pilings:

- c. Proposed dock plank spacing (if applicable):

- d. Number of in-water slips or mooring areas for vessels –
existing: new: proposed total:

- e. Please indicate the size (length and draft), and type of vessels that will be mooring at the dock or structure:

- f. Please address how the dock, pier, or other structures or mooring areas will not significantly impede navigation within the waterbody:

2. Does the project include construction of any shoreline stabilization, such as riprap revetment, living shoreline, or seawall?

yes (complete items a. through f., below) no (skip to #3)

- a. Linear feet of shoreline (at the mean or ordinary high water line) proposed to be stabilized or modified:

- b. Describe the existing condition of the shoreline, including vegetation:



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c. Is the proposed shoreline stabilization limited solely to repair/replacement of existing structures of the same type and design?
 Yes No I don't know

d. Type(s) of shoreline stabilization proposed (check all that apply):
 living shoreline vertical seawall riprap or other sloped revetment

e. Please describe the type(s) of material (e.g. riprap, treated wood, concrete, plastic or steel sheetpile) to be used to construct the shoreline stabilization structure(s). If riprap is proposed, describe the type and average diameter or size:

f. If the project involves construction or repair of any vertical seawalls, will it be located entirely within a manmade canal that is currently occupied (at least in part) by vertical seawalls?
 Yes No Not applicable/no vertical seawalls proposed
If the answer is "no", it is recommended that you contact the reviewing agency prior to submitting your application.

3. Does the project include construction of any boat ramp or launch area?
 yes (complete items a. through e., below) no (skip to #4)

a. Material to be used as a base and surface fill:

b. Methods and materials for side slope stabilization:

c. Method and equipment to be used during dredging and construction:

d. Approximate amount of material that needs to be dredged, if any. Please indicate the total square footage of area and the amount of cubic yards of material.

e. Approximate amount of fill material, if any. Please indicate the total square footage of area and the amount of cubic yards of material.

4. Does the project include any other type of dredging or filling of wetlands or other surface waters?
 yes (complete items a. through f., below) no (skip to #5)

a. Total square feet of the area(s) to be dredged:

b. Total square feet of the area(s) to be filled:

c. Total volume of material to be dredged: cubic yards

d. Final depth of proposed dredge area in feet, relative to mean low water (tidal waters) or ordinary or seasonal high water (for non-tidal waters) :

e. Methods and equipment to be used during dredging and/or filling:

f. How and where will dredged material be stored and disposed? *Include a description of any temporary stockpile areas and best management practices (BMPs):*

5. Total area of work (dredging, filling, construction, alteration, or removal) in, on, or over wetlands or other surface waters: square feet; acres

6. Please provide the name (if known) of the wetland or other surface waterbody in which the proposed work or activities will occur. *Be advised that individual waterbodies or wetlands, or geographic areas, may have certain legal designations that affect the permitting requirements for your project. Examples of such designations include Aquatic Preserves, Outstanding Florida Waters, Special Basins, Riparian Habitat Protection Zones, Class II or other classified shellfishing waters, and impaired waters. It is recommended that you contact your local agency office to determine if your project is located within any such waters prior to submitting your application.*

Waterbody:

I don't know

PART II: ENVIRONMENTAL CONSIDERATIONS

1. **Elimination or Reduction of Impacts (Avoidance and Minimization)** *(Refer to Applicant's Handbook, Vol. I, s. 10.2.1 through 10.2.1.3)*

Please describe measures taken to eliminate or reduce impacts to wetlands and other surface waters.

If all practicable modifications have been made to reduce or eliminate adverse impacts to wetland or surface water functions, including functions provided to fish, wildlife and listed species, and adverse impacts remain, mitigation may be required. It is recommended that you discuss mitigation requirements with the reviewing agency, prior to submitting this application. For more information, refer to Applicant's Handbook, Vol. I, s. 10.2.2 through 10.2.2.4, and s. 10.3 through 10.3.8. If you have a mitigation proposal, you may include it with your application submittal.

2. **Public Interest Test** *(Refer to Applicant's Handbook, Vol. I, s. 10.2.3 through 10.2.3.7)*

You are not required to complete this question – it is optional. Please be advised that the reviewing agency will determine whether the proposed activity will be *not contrary* to the public interest, OR if such activity will significantly degrade or is located within an Outstanding Florida Water (OFW), that the activity will be *clearly in* the public interest. To make this determination, the agency will consider the following:

- a. Whether the regulated activity will adversely affect public health, safety, or the welfare or the property of others
- b. Whether the regulated activity will adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats

- c. Whether the regulated activity will adversely affect navigation or the flow of water or cause harmful erosion or shoaling
- d. Whether the regulated activity will adversely affect the fishing or recreational values or marine productivity in the vicinity of the activity
- e. Whether the regulated activity will be of a temporary or permanent nature
- f. Whether the regulated activity will adversely affect significant historical and archaeological resources, under the provisions of section 267.061, F.S.
- g. Whether the regulated activity will adversely affect the current condition and relative value of functions being performed by areas affected by the proposed regulated activity.

If you wish to describe additional measures taken to place your project clearly in (or not contrary to) the public interest, as described above, please do so here:

3. Water Quality (*Refer to Applicant's Handbook, Vol. I, s. 10.2.4 through 10.2.4.5*)

Please describe how the proposed project will be designed to not violate water quality standards. *Include descriptions of all proposed turbidity, erosion and sedimentation control measures:*

4. Secondary Impacts (*Refer to Applicant's Handbook, Vol. I, s. 10.2.7*)

Will an upland buffer, with a minimum width of 15' and an average width of at least 25', be provided between the proposed project and all wetlands and other surface waters to be preserved, enhanced, restored, or created? Yes No

If no, please describe how the project will be designed and constructed to avoid adverse secondary impacts to the water resource:

5. Water Quantity (*Refer to the Design and Performance Guidance for an Individual Private, Residential Single-Family Residence Involving Dredging or Filling in Wetlands or Other Surface Waters found in Applicant's Handbook, Vol. I, References and Design Aids*)

Please describe how the proposed project will be designed and constructed to avoid causing the following:

Adverse water quantity impacts to receiving waters and adjacent lands:

Adverse flooding to on-site or off-site property:

Adverse impacts to existing surface water storage and conveyance capabilities.

PART III: PLANS

Attach depictions (plan and section views), which clearly show all proposed structures or works. Use multiple sheets, if necessary. Plans should be scaled, dimensioned and legible. Use a scale sufficient to show the location and type of works. *Be advised that certain items may require the services of a Florida registered professional.* At a minimum, plans must include the information listed below as applicable, based on the activity proposed:

1. All Activities

- Project location map that clearly depicts the location of all proposed activities
- Location of property lines, including linear feet of shoreline owned by the applicant
- Mean high water line (MHWL) (tidal waters) or ordinary (or seasonal) high water line (OHWL) (non-tidal waters)
- The location and dimensions (length, width, height) of all existing and proposed structures or works located in, on, or over wetlands or other surface waters, within the project area
- Detailed cross-section views with complete dimensions
- The boundaries, size (square feet and acres) and type of each wetland (including herbaceous, forested, mangroves, seagrass and other submerged/emergent vegetation) and other surface water in the project area
- Clearly shade or hatch each dredge or fill area, and label with the area (acres and square feet) and volume (cubic yards)
- Location and type of all proposed turbidity, erosion and sedimentation control measures

2. Docks, Piers, Boat Slips and Ramps

- Profile-view drawings that clearly show the elevation of the structure above MHWL (tidal waters) or OHWL (non-tidal waters), and water depth, in relation to mean low water (tidal waters) or ordinary or seasonal low water (non-tidal waters) at mooring sites and the bottom of the boat ramp (if applicable)
- Show width of waterway and the path and distance between the waterward end of the structure and the nearest marked navigation channel
- Number each slip
- Show and label width of deck planks and plank spacing

3. Seawalls and Other Shoreline Stabilization

- Location of the proposed structures in relation to MHWL (tidal waters), or OHWL (non-tidal waters), including measurements from at least 3 fixed structures or in relation to the existing structure(s), and location of new structure
- Cross-section drawings depicting the proposed shoreline stabilization structures (including geotextile fabric, anchors/tiebacks, and other features, if applicable) that clearly show the slope ratio (horizontal:vertical)
- Show how your structure will tie into neighboring structures, if applicable
- For living shorelines, identify the proposed plant species, and for each species, indicate the locations, spacing and elevations relative to the mean high and low (for tidal waters) or ordinary or seasonal high (for non-tidal waters) water line

**SECTION C: SUPPLEMENTAL INFORMATION FOR WORKS OR OTHER ACTIVITIES IN,
ON, OR OVER WETLANDS AND/OR OTHER SURFACE WATERS**

(Note: This section is not required if all the proposed activities are covered in Section B.)

Instructions: This section is for ERP applications that do not involve activities associated with an individual single-family residence, duplex, triplex or quadruplex. For those activities, please use Section B. This form is to be completed if the proposed work or activity will occur in, on, over, or within 25 feet of a wetland or other surface water. The supplemental information required by this section is in addition to the information required by Section A of the ERP application.

PART 1: WETLAND OR OTHER SURFACE WATER IMPACT SUMMARY

1. Describe the basic purpose of the project or activity:
2. Total area of work (dredging, filling, construction, alteration, or removal) in, on, or over wetlands or other surface waters: sq. ft.; ac.
3. Total volume of material in wetlands or other surface waters:
 - a. to be dredged: cubic yards,
 - b. to be filled: cubic yards.
4. Identify the seasonal high water level (SHWL) and wetland normal pool elevations for each wetland or surface water within the project site. For tidal wetlands and/or surface waters provide the elevation of mean high and mean low water. Include an aerial photograph showing the location of each sampling location, dates, datum, and methods used to determine these elevations.
5. Name of waterbody(ies) (if applicable & if known) in which work will occur?
6. Is the activity proposed in an Outstanding Florida Water or Aquatic Preserve?
 yes, name: no I don't know
7. Has there ever been a formal or informal wetland determination for the project site? If yes, provide the identifying number and/ or a copy of the jurisdictional map.
8. Provide a map(s) of the project area and vicinity delineating USDA/NRCS soil types.
9. Provide recent aerials, legible for photointerpretation (no photocopies) with a scale of 1" = 400 ft, or more detailed, with project boundaries and wetland boundaries delineated on the aerial.
10. Provide existing and proposed maps indicating vegetative community types based on Florida Land Use and Cover Classification System (FLUCCS) (FDOT 1999). For vegetated areas dominated by exotic vegetation, use the FLUCCS code representative of the native community type that was present prior to exotic infestation.



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11. Provide existing and proposed maps indicating vegetative community types based on the Florida Natural Areas Inventory Guide to the Natural Communities of Florida.
12. Impact Summary Tables (located at the end of this section):
 - a. For all projects, complete Table 1, 2 and 3 as applicable.
 - b. For shoreline stabilization projects, provide the information requested in Table 4.
13. Adjacent property owners. The following information is required only for projects proposed to occur in, on or over wetlands that need a federal dredge and fill permit and/or authorization to use state owned submerged lands and is not necessary when applying solely for an Environmental Resource Permit. If the activity is located on state owned submerged lands and requires a lease or easement, provide a list of names and addresses from the latest county tax assessment roll of all property owners located within a 500 ft. radius of the proposed lease or easement boundary in mailing label format, or you may elect to send notice to those persons by certified mail, with the return-receipt card addressed to the DEP or water management district, as applicable, in accordance with subsection 18-21.005(3), F.A.C., and Section 253.115, F.S. For projects that need a federal dredge and fill permit, please provide the names, addresses and zip codes of property owners whose property directly adjoins the project (excluding applicant). Attach additional sheets if necessary.

1.	2.
3.	4.
5.	6.

PART 2: ENVIRONMENTAL CONSIDERATIONS

Note: for many questions, a state rule/Applicant's Handbook Volume I (AH I) section is cited to assist the applicant in addressing these questions. However, additional Federal criteria may apply.

1. Elimination or Reduction of Impacts (Avoidance and Minimization). Describe measures taken to eliminate or reduce impacts to wetlands and other surface waters (*Refer to AH I Section 10.2.1*).
2. Fish, Wildlife, Listed Species and their Habitats. Provide results of any wildlife assessments that have been conducted on the project site and provide any comments pertaining to the project from the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service (*Refer to AH I Section 10.2.2*).
3. Water quantity impacts to wetlands and other surface waters (*Refer to AH I Section 10.2.2.4 and AH II*).

- a. Does the activity include a proposed stormwater water management system with a control elevation different than the wetland normal pool elevation(s) of existing or proposed created wetlands or other surface waters?
 - b. If yes to (a), provide documentation (e.g. drawdown assessment or other methods) that shows the proposed surface water management system will not change the hydroperiod of the existing or created wetland or other surface water.
4. Public Interest Test. Please describe how the proposed activity will **not be contrary** to the public interest, OR if such an activity significantly degrades or is located within an Outstanding Florida Water (OFW), that the regulated activity will be **clearly in** the public interest (*Refer to AH I Section 10.2.3*).
- a. Please describe how the project will be designed to avoid adverse affects to public health, safety, or the welfare or the property of others.
 - b. Please describe how the project will be designed to avoid adverse affects to the conservation of fish and wildlife, including endangered or threatened species, or their habitats.
 - c. Please describe how the project will be designed to avoid adverse affects to navigation or the flow of water or cause harmful erosion or shoaling.
 - d. Please describe how the project will be designed to avoid adverse affects to the fishing or recreational values or marine productivity in the vicinity of the activity.
 - e. Will the project be of a temporary or permanent nature?
 - f. Please describe how the project will be designed to avoid adverse impacts to significant historical and archaeological resources, under the provisions of section 267.061, F.S.
 - g. Please describe how the project will be designed to avoid adverse affects to the current condition and relative value of functions being performed by areas affected by the proposed regulated activity.
5. Water Quality. Provide a description of how water quality will be maintained in wetlands and other surface waters that will be preserved or will remain undisturbed, both on and offsite. Please address both short-term (such as during construction) and long-term water quality considerations (*Refer to AH I Section 10.2.4*).
6. Class II Waters; Waters approved for shellfish harvesting (*Refer to AH I Section 10.2.5*).
- a. Will the project occur in Class II that are NOT approved for shellfish harvesting? If yes, please provide a plan or procedure detailing the measures to be taken to meet the requirements of *AH I Section 10.2.5(a)*.
 - b. Is the project located adjacent to or in close proximity to Class II waters? If yes, please provide a plan or procedure detailing the measures to be taken to meet the requirements of *AH I Section 10.2.5(b)*.

- c. Is the project located in Class II or Class III waters that are classified as “approved”, “restricted”, “conditionally approved”, or “conditionally restricted”? If yes, demonstrate that the project meets the requirements of *AH I Section 10.2.5(c)*.
7. Vertical seawalls. Are vertical seawalls proposed in an estuary or lagoon as part of the project? If yes, please describe how the project meets the requirements of *AH I Section 10.2.6*.
8. Secondary Impacts (*AH I Section 10.2.7*).
- a. Will an upland buffer, with a minimum width of 15' and an average width of 25', be provided between the proposed activities and existing wetlands or wetlands to be preserved, enhanced, restored, or created? Provide the location and dimension of all buffers on the plans. If not, demonstrate that secondary impacts will not occur or how they will be offset.
- b. If listed species are present or may be present then coordination with wildlife agencies is needed. Have you coordinated with the FFWCC and/or USFWS? If so, please provide correspondence from the wildlife agencies indicating concurrence with the species management plan(s).
- c. What measures will be taken to avoid impacts to wetland-dependent wildlife and/or listed species that use uplands for nesting or denning?
- d. Describe whether there are any other relevant activities that are very closely linked and causally related to any proposed dredging or filling in wetlands or other surface waters that have the potential to cause impacts to significant historical and archaeological resources.
- e. Are there additional future phases or extensions of the proposed activities that are not shown? If yes, please describe.
9. Cumulative Impacts. Is the proposed mitigation located within the same drainage basin (*Refer to AH I Figures 10.2.8.1 – 10.2.8.5*) as the proposed wetland impacts? If not, please submit a Cumulative Impact Evaluation in accordance with *AH I Section 10.2.8*.
10. Mitigation Plan (*Refer to AH I Section 10.3*).
- a. If a mitigation bank is proposed to offset wetland/other surface water impacts, provide:
- i. the name of the bank: . A letter of reservation from the banker will be required once the application has been evaluated.
- ii. If the mitigation bank was assessed using UMAM, provide UMAM worksheets for impact area(s). If the bank was assessed using a method other than UMAM, then prepare the impact assessment using the same method.
- b. If mitigation is proposed to offset wetland/other surface water impacts, please provide a mitigation plan that includes, at a minimum, the following:
- i. Proposed mitigation narrative:
- (1) Describe the current and proposed condition for each type of mitigation component (restoration, enhancement, creation, preservation), including:
- (a) Describe current and proposed vegetation

- (b) Describe current and proposed hydrologic conditions for the proposed mitigation.
 - (c) Describe the soil types from NRCS maps and confirm if actual soil conditions appear to match.
 - (2) Provide details of the proposed construction/mitigation activities including phasing and timing, as appropriate.
 - (3) Identify measures that will be implemented during and after construction to avoid adverse impacts related to the proposed activities.
 - (4) A mitigation implementation and monitoring schedule with dates.
 - (5) Identify the success criteria.
 - (6) Describe the anticipated site conditions in and around the mitigation area after the mitigation plan is successfully implemented.
 - (7) Provide a comparison of current fish and wildlife habitat to expected habitat after the mitigation plan is successfully implemented.
- ii. Provide a Management Plan that includes, as appropriate, aspects of operation and maintenance, including water management practices, vegetation establishment, exotic and nuisance species control, fire management, and control of access.
- iii. Maps:
- (1) Soil map (include soil names/codes, hydrologic soil groups and hydric soil types).
 - (2) Topographic map of the mitigation area and adjacent contributing and receiving areas.
 - (3) Hydrologic features map of the mitigation area and adjacent contributing and receiving areas.
 - (4) Vegetative communities map (using FLUCCS or other appropriate classification system).
 - (5) For all maps, identify source.
- iv. Provide the necessary supporting information for the application of sections 62-345.400 - .600 (Uniform Mitigation Assessment Method (UMAM)). To meet this requirement, submittal of UMAM worksheets is acceptable for impact and mitigation areas.
- v. If onsite and/or offsite applicant-responsible mitigation is proposed, submit a draft Conservation Easement document or other form of restrictive covenant that provides for protection of the mitigation area in perpetuity. Standard forms, as described in subsection 62-330.301(6), F.A.C., are available from the Agency or on its website.
- vi. If onsite and/or offsite applicant-responsible mitigation is proposed, submit a cost estimate for completing the mitigation, including monitoring and maintenance.
- vii. If onsite and/or offsite applicant-responsible mitigation is proposed and the proposed mitigation exceeds \$25,000, please provide a draft financial assurance document.
- viii. Identify the entity responsible for monitoring, maintenance and long-term stewardship of the mitigation area (i.e. the landowner or homeowner association, not the consultant or contractor that will do the work).

PART 3: PLANS

PLANS: The information listed in the checklist below represent the typical information required on the submitted project plans. The Plans checklists in each application section are cumulative unless otherwise noted. Separate plans for each application section are not required.

1. Include the following on the construction plans and cross sections:
 - a. An Existing Conditions sheet showing the entire project and wetland/other surface water boundaries. Include the following: Acreage and type (herbaceous, forested or other surface water) of each wetland/other surface water.
 - b. A Proposed Conditions sheet showing the entire project and wetland/other surface water boundaries with construction plan overlay.
 - c. A Proposed Wetland Impact sheet that include the following:
 - i. Acreage and type (herbaceous, forested or other surface water) of each wetland/other surface water to be impacted.
 - ii. Proposed upland buffers with dimensions.
 - iii. Identify the seasonal high water and wetland normal pool elevations on the plans.
 - iv. Separately identify WMD/FDEP and USACE wetland/other surface water impacts if different.
 - d. Include wetland boundaries on all construction plan sheets.

2. If onsite and/or offsite applicant-responsible mitigation is proposed, submit mitigation permit plans and cross sections including, at a minimum:
 - a. existing conditions plan sheet identifying upland and wetland communities and acreage of each, topography, drainage patterns, and location of cross-section detail.
 - b. proposed conditions plan sheet identifying proposed improvements by type (restoration, enhancement, creation, preservation), acreage of each, topography, drainage patterns, and location of cross-section detail.
 - c. monitoring plan sheet including proposed improvements, monitoring transects, photostations, and mitigation signage (if applicable).
 - d. cross-section and/or profile detail(s) sheet(s) including representative section of each type of mitigation component. Include existing and proposed conditions and representative elevations.
 - e. planting schedule, plant species including common and scientific names divided into three sections (canopy, shrub, herbaceous) by mitigation component, quantity, spacing, size, and elevation range.

TABLE 1 - PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) AND IMPACT SUMMARY

WL & SW ID	UMAM ASSESSMENT AREA NAME(S)	WL & SW TYPE	WL & SW SIZE (acres)	WL & SW NOT IMPACTED (acres)	TEMPORARY WL & SW IMPACTS		PERMANENT WL & SW IMPACTS		MITIGATION ID
					IMPACT SIZE (acres)	IMPACT TYPE	IMPACT SIZE (acres)	IMPACT TYPE	
PROJECT TOTALS:									

Comments:

Codes (multiple entries per cell not allowed):

- Wetland & Surface Water ID: Include ID on submitted wetland and surface water impact maps
- Wetland Type: from an established wetland classification system
- Impact Type: D=dredge; F=fill; H=change hydrology; S=shading; C=clearing; O=other

TABLE 2 - PROJECT ON-SITE MITIGATION SUMMARY

MITIGATION ID	UMAM ASSESSMENT AREA NAME(S)	TARGET TYPE	CREATION	RESTORATION	ENHANCEMENT	WETLAND PRESERVE	UPLAND PRESERVE	OTHER
			AREA (acres)	AREA (acres)	AREA (acres)	AREA (acres)	AREA (acres)	AREA (acres)
PROJECT TOTALS								

COMMENTS:

Codes (multiple entries per cell not allowed):

- Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

TABLE 3 - PROJECT OFF-SITE MITIGATION SUMMARY

MITIGATION ID	UMAM ASSESSMENT AREA NAME(S)	TARGET TYPE	CREATION	RESTORATION	ENHANCEMENT	WETLAND PRESERVE	UPLAND PRESERVE	OTHER
			AREA (acres)	AREA (acres)	AREA (acres)	AREA (acres)	AREA (acres)	AREA (acres)
PROJECT TOTALS								

COMMENTS:

Codes (multiple entries per cell not allowed):

- Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

TABLE 4 - SHORELINE STABILIZATION

Stabilization	Linear Ft. New	Linear Ft. Replaced	Linear Ft. Repaired	Linear Ft. Removed	Slope H: V:	Toe Width (Ft.)
Natural Vegetation (living shoreline)					N/A	N/A
Rip Rap + Vegetation						
Rip Rap						
Seawall + Rip Rap						
Vertical Seawall						
Other Shoreline Stabilization Type						

Size of Rip Rap

Type of Rip Rap

**SECTION D: SUPPLEMENTAL INFORMATION FOR WORKS OR ACTIVITIES
WITHIN SURFACE WATERS
(OTHER THAN A SINGLE-FAMILY PROJECT)**

Instructions: This section is to be completed for projects that involve works (including breakwaters, jetties, shoreline protection structures, reefs, piers, docking facilities, bridges, causeways and other structures) or activities within surface waters that are not associated with a single-family residential property. This section is generally not required for such activities that are located entirely within non-navigable wetlands. This section must be used in conjunction with sections A and C. Activities that occur (or that may occur) on state-owned submerged lands will also require section F. Other sections may also be required, based on the scope of the proposed activities. All items required under this section are in addition to those required under other sections, as applicable.

PART I: GENERAL PROJECT INFORMATION

Please identify all proposed activities (select all that apply)

- Pier, dock, wharf, mooring field, marina, (including dry storage associated with a boat launch), boat ramp, ski course or other boating-related activity
- Breakwater, groin, jetty, shoreline stabilization structures, artificial reefs, intake or discharge structures, subaqueous utility lines or other submerged structures
- Bridge, causeway, culverted crossing, other traversing work or structure
- Dredging (for navigation channels, boat basins or other purposes) or filling in surface waters
- Any other structures, works or other in-water activities

A. PIERS, DOCKS, BOAT RAMPS, MARINAS, MOORING FIELDS AND OTHER BOATING-RELATED ACTIVITIES Not applicable

1. Please provide a detailed description of the proposed activities and uses of the facility; include a description of the existing activities and uses, if applicable. *For example, "reconfigure existing 20-slip multifamily residential docking facility to create a 35-slip commercial marina with boat ramp, 4 temporary mooring areas and a fuel dock".*
2. Does the proposed facility, including existing structures and activities, consist *solely* of a pier, observation platform or other over-water structure that will not accommodate the mooring of vessels or any other boating-related activities?
 Yes (Skip to question #8) No
3. Please describe the types and the maximum size (length and draft), of vessels expected to use or proposed to be mooring at the facility.
4. Please complete the table, below. *Information provided should concur with that provided on the plans/drawings:*



**US Army Corps
of Engineers**

TOTALS:	Existing	Proposed
Square Feet* over the water		
# of wet slips (permanent**)		
# of wet slips (temporary***)		
# of dry slips****		

* Total square footage of all structures (fixed or floating) over wetlands or surface waters

** Slips and other areas designed for overnight or longer-term mooring

*** Short-term mooring areas, such as accessory docks, fuel docks, etc.

**** Includes upland boat storage, such as trailer parking spaces and dry storage racks

5. Is there is at least one foot of clearance at mean low water between the top of all submerged resources (such as seagrass beds, corals, etc.) or the submerged bottom (if such resources are absent) and the deepest draft of any vessels expected to use the proposed facility, along the route(s) of ingress/egress between the proposed facility and a marked navigational channel? *If vessels will not have this clearance, the applicant may be required to provide other assurances that the project will not cause adverse secondary, cumulative and/or water quality impacts.*

Yes, vessels will have at least 1' clearance at MLW No/I'm not sure

6. Please specify whether the facility will provide:

Live-aboard slips: Yes; Number: No

Fueling facilities: Yes; Number: No

Sewage pump-outs: Yes; Number: No

Other boating-related supplies or services (e.g. boat maintenance or washdown areas, fish cleaning stations, etc.): Yes; Describe: No

7. Did you answer "yes" to any item in question #7, above?

Yes; please complete the items below No; (Skip to question #8)

Please provide a facility management plan to address maintenance and unexpected spills of fuels or other pollutants. This plan should include, at a minimum, the following information, as applicable to the proposed project/activities:

An education plan for all employees as it relates to fueling, sewage and gray water pump-out operations, waste management and facility maintenance;

A spill response plan for fuel and oil that clearly identifies spill response procedures, responsible parties and emergency contact telephone numbers, and containment and cleanup equipment;

Locations of fuel shut-off valves and (if floating docks are utilized) assurance that if floating docks separate, fuel lines will not continue to discharge fuel into surface waters;

Plan for maintenance of gray water collection and return systems;

Plan for maintenance of garbage and fish cleaning systems to prevent disposal into wetlands or other surface waters;

8. Please describe the design and type(s) of materials that will be used to construct the proposed facility (check all that apply):

Main pier/access walkways: Piling-supported Floating Wharf/bulkhead

Finger piers (if applicable): Piling-supported Floating

Other Structures (please list and describe):

Pilings: treated wood; type (e.g. CCA, ACQ, etc.), if known:

If pilings will be of treated wood materials, will they be completely wrapped (in sleeves of impermeable PVC, plastic or similar material) from at least one foot below the mud line to at least one foot above the mean high water line (or seasonal high water line in non-tidal waters)? Yes No

concrete/steel plastic/composite other

Decking: wood plastic/composite grated floating docks/other

B. BREAKWATERS, JETTIES, GROINS, ARTIFICIAL REEFS, INTAKE OR DISCHARGE STRUCTURES, SUBAQUEOUS UTILITY LINES OR OTHER SUBMERGED STRUCTURES Not applicable

1. Please describe the nature and purpose of the proposed structure(s). *For example, "construct a 200-foot-long, 20 foot wide offshore breakwater to protect a restored living shoreline from waves and boat wakes from the nearby channel".*

2. Please describe the design and type(s) of structures that are proposed (check all that apply):

Breakwater (structures generally designed to attenuate wave energy and typically located entirely waterward of, and oriented parallel or oblique to the shoreline)

Jetty or groin (structures generally designed to alter longshore currents or sediment transport, and typically extending waterward from the shore at an angle perpendicular or oblique to the shoreline)

Seawall or revetment (hardened shoreline stabilization structure located along the shoreline)

Artificial reef, fish attractor or similar structure

Submerged intake, outfall, utility line or similar structure

Other; please describe:

3. Please provide a description of the existing erosional or depositional conditions of at the site, including amounts of natural and artificial shoreline, type(s) of vegetation, rates of erosion/deposition and supporting documentation, such as surveys, rectified aerials, or other photographs:

4. Please provide a detailed description of all proposed activities that includes, at a minimum, the following information, as applicable:
 - Summary of the proposed construction materials, method(s) and equipment (including types and drafts of vessels that will be used)
 - Description of proposed turbidity control and monitoring method(s), and other best management practices
 - Description of any proposed measures for the protection of listed species and their habitats

5. Please describe how the project will be designed and constructed in a manner that will not cause adverse effects to navigation. Include the following, as applicable:
 - Descriptions vessels (if any) customarily using the water body in the vicinity of the project, including representative types (e.g. sail, motor, etc.), sizes (length, width, draft) and use (e.g. recreational, commercial, military, etc.)
 - Scaled and dimensioned drawings or aerial photographs depicting the proposed structures or activities in relation to existing structures and navigation channels, or other documents that provide assurance that the project will not unreasonably infringe upon local navigation
 - The minimum navigation clearance, at mean low water for all proposed submerged structures
 - Proposed navigational safety features (advisory signs, lighting, etc.) for structures
 - If structures are proposed within 100 feet of any navigational channel or shipping fairway, provide an assessment of the navigational safety requirements or recommendations for the proposed project, from the U.S. Coast Guard, if available

C. BRIDGE, CAUSEWAY, CULVERT, TRAVERSING WORK OR STRUCTURE Not applicable

1. Please describe the nature and purpose of the proposed structure(s), works or activities. *For example, "construct a 30-foot-wide, piling-supported bridge to support a 2-lane road"*.

2. Will the proposed structure(s) support or accommodate motorized vehicular traffic?
 - Yes No (for pedestrian or non-motorized traffic, only)

3. Please describe the design and type(s) of structures that are proposed (check all that apply):
 - free-spanning bridge (i.e. with no supporting structures in wetlands or surface waters)
 - piling-supported (or trestle) bridge
 - causeway
 - culverted crossing
 - other traversing work or structure; please describe:

Pilings/supports:

- Not applicable
- treated wood; type (e.g. CCA, ACQ, etc.), if known:
 - concrete/steel other

If pilings will be of treated wood materials, will they be completely wrapped (in sleeves of impermeable PVC, plastic or similar material) from at least one foot below the mud line to at least one foot above the mean high water line (or seasonal high water line in non-tidal waters)?

- Yes No

Surface:

pavement (concrete or asphalt) grated wood other

If the roadway will support motorized vehicular traffic, please provide a detailed description of how stormwater and other potential sources of runoff and pollution will be managed. Include supporting calculations, figures or other documents, prepared by a Florida-registered professional, if applicable: Not applicable

Fill and design:

Earthen fill; please describe type, specifications, and source (if known):

Riprap or other armored revetment; please describe type, specifications, and source (if known) of proposed materials:

Vegetated shoreline; please describe species, sizes, planting spacing (on-center) and elevations (relative to mean or ordinary high and low water), application methods and source (if known), as applicable, of all proposed plants, sod or seed:

Culverts:

Box round/elliptical other

Please describe, in detail, the number, type and dimensions of all proposed culverts:

Other works or structures:

Please describe, in detail, the purpose, design and dimensions of all other proposed traversing work or structures:

4. Please provide a detailed description of the proposed construction activities that includes, at a minimum, the following information, as applicable:
- Summary of the proposed construction method(s) and equipment, including types of vessels or vehicles
 - A detailed plan for all proposed turbidity control and monitoring method(s), at all dredging or filling locations, and at proposed spoil offloading, disposal or dewatering locations
 - Description of any proposed measures for the protection of listed species and their habitats, including statements of whether all work will be limited exclusively daylight hours
 - For causeways, culverts and traversing works, a description of construction methods and sequencing that ensures that construction of the proposed project will not impound waters, cause flooding, or cause adverse impacts to wetlands or surface waters, including surface water flows or levels
5. Please describe how the project will be designed and constructed to avoid adverse effects to navigation. Include the following, as applicable:
- Descriptions of representative types of vessels (if any) customarily using the water body in the vicinity of the project, including
 - Scaled and dimensioned drawings or aerial photographs depicting the proposed structures or activities in relation to existing structures and navigation channels, or other documents that provide assurance that the project will not unreasonably infringe upon local navigation
 - The minimum navigational clearance beneath the proposed structure(s), at mean (or ordinary) high water

- The minimum navigation clearance, at mean low water for all proposed submerged structures (if applicable)
- If within 100 feet of a federally maintained or regulated navigational channel or shipping fairway, an assessment of the navigational safety requirements or recommendations (advisory signs, lighting, etc.) for the proposed project, from the U.S. Coast Guard

D. DREDGING (FOR NAVIGATION BASINS, CHANNELS OR OTHER PURPOSES) AND/OR FILLING

- Not applicable

1. Please describe the nature and purpose of the proposed dredging or filling activities. *For example, "dredge a 1,000 foot long, 50 foot wide navigation channel to a depth of six feet mean low water, to serve a commercial marina".*
2. Please provide a detailed description of all proposed dredging and filling activities that includes, at a minimum, the following information, as applicable:
 - Summary of the proposed dredging and filling method(s) (e.g. clamshell, hydraulic, etc.) and equipment, including types of vessels
 - A detailed plan for all proposed turbidity control and monitoring method(s), at all dredging or filling locations, and at proposed spoil offloading, disposal or dewatering locations
 - Description of any proposed measures for the protection of listed species and their habitats, including statements of whether all work will be limited exclusively daylight hours
3. Please describe how the project will be designed and constructed to avoid adverse effects to navigation. Include the following, as applicable:
 - Descriptions of representative types of vessels (if any) customarily using the water body in the vicinity of the project, including
 - Scaled and dimensioned drawings or aerial photographs depicting the proposed structures or activities in relation to existing structures and navigation channels, or other documents that provide assurance that the project will not unreasonably infringe upon local navigation
 - A description of construction methods and sequencing that ensures that the proposed project will not obstruct local navigation during construction
 - If within 100 feet of a federally maintained or regulated navigational channel or shipping fairway, an assessment of the navigational safety requirements or recommendations (advisory signs, lighting, etc.) for the proposed project, from the U.S. Coast Guard
 - For projects that include in-water filling of submerged lands, the minimum navigation clearance, at mean low water for all proposed fill areas (if applicable)
4. For dredging projects, please describe how dredged spoil material will be managed and disposed. *For more information regarding dredged material management areas, refer to the "ERP Review for Dredged Material Management Areas" design aid in the Applicant's Handbook, Volume II. At a minimum, this description should include:*
 - Grain size distribution and silt/clay content percentage of the material proposed to be dredged; (the reviewing agency may require additional sediment testing, based upon the percentage of silt/clay sediments)
 - Proposed dredging, pumping, and outfall design, including turbidity containment, pipe fluidity requirements, and outfall placement and design
 - Calculations regarding the spoil area volume requirements including bulking factors, surface overflow rate, settling times, freeboard, etc.

- Description of how spoil material will be ultimately disposed of, including proposed stabilization methods
- If flocculents, coagulants, or other additives are proposed (to aid with dewatering or settling), provide the names, descriptions, Material Safety Data Sheets, proposed application rates, and ecotoxicity data and testing methods for all such additives

PART II: HYDROGRAPHIC INFORMATION

The following information is necessary to determine whether the proposed activities may cause or contribute to a violation of state water quality standards. This information is required for activities or facilities that may either add pollutants to, or result in an adverse change to the patterns of flow, circulation, erosion, deposition or littoral transport of a waterbody. Additional information, including water and/or sediment testing data, may be required, based on the hydrographic information. Please complete and provide all items as appropriate for your proposed project, unless you have been directed otherwise by the reviewing Agency during a pre-application meeting. Failure to do so may delay the processing of your application.

1. I certify that, (check as appropriate for your project):

- I have been informed by the reviewing agency, during a pre-application meeting or conference, that hydrographic information will not be required for my project;

Date and location of pre-application meeting or conference:

- My project consists solely of the modification, construction or operation of a docking facility that will accommodate the mooring of fewer than 10 vessels, including dry storage, when associated with a boat ramp or launch, **AND I have not been previously informed by the reviewing agency that hydrographic information will be required**
- I am submitting a certification from a Florida-registered professional clearly stating that, due to the design, nature and/or location of the proposed structures, works or other activities, that the project does not have the potential to add pollutants to, or result in an adverse change to the patterns of flow, circulation, erosion, deposition or littoral transport of a waterbody; **AND I have not been previously informed by the reviewing agency that hydrographic information will be required.** *A copy of the Florida-registered professional's certification must be included with this application.*
- None of the above; please provide all applicable items listed below, based on the specific works or activities proposed for construction, alteration, maintenance, abandonment or removal, as part of your project.

2. All structures or works

- Existing water body bathymetry and shoreline topography, if applicable
- Structural details for the proposed structure(s)
- Sediment grain size distribution and silt/clay content percentage within project area and adjacent areas
- For activities in tidal waters, mean high and low water elevations, range and periodicity

3. Piers, docks, wharves, marinas, mooring fields and other boating-related activities (refer to Applicant's Handbook, Volume I, s. 10.2.4) Not applicable

- Details of existing and proposed systems including all dimensions (length, width, depth), location of junctions, connections to open waters, and dead-end(s), if applicable.
- Site-specific characteristics of the wind field
- For tidal systems, provide the longest path length, phase lag and the flow amplitude (at mid-tide) between the head or center of the system to open waters
- For non-tidal systems, provide the water surface elevation difference between the head (or center) and mouth of the system, and provide representative flow conditions at selected locations
- Estimate the time needed to reduce the concentration of a hypothetical conservative pollutant, placed at the head of the system, to ten percent (10%) of initial
- Verify (e.g. by using a tracer dye) the model(s) used to determine the advective/dispersive characteristics of the system. Provide a concentration gradient map depicting the size, distance of travel, and time of dispersion to the 10% concentration isopleth

4. Breakwaters, groins, jetties, seawalls, revetments, Not applicable

- Monthly averaged wave height, direction and period for the project area shoreline
- Wind data (direction and velocity) for project area
- Estimate the mean annual and mean monthly littoral drift direction and volume
- Existing structures within the zone of influence of proposed structures
- Existing shoreline topography – dune crest to offshore bar break
- Estimated changes in littoral transport, erosion and deposition rates and patterns due to the proposed structures

5. Bridges, causeways, culverts Not applicable

- For tidal waters, the maximum, minimum, and mean flow volumes and amplitudes, at ebb and flood tide
- For non-tidal waters, the maximum, minimum, and mean flow volume and amplitude and mean range and periodicity of the water level variation
- Existing circulation patterns in the waterway at the location of the proposed structure
- Culvert or channel dimensions, cross-sectional area, and invert elevations
- Maximum design discharge, and change in flow due to change in culvert or channel cross-section, if applicable
- Drainage basin map and backwater calculations for area served by culvert, if applicable
- Existing and proposed flow cross-sections and volumes at high and low water, for specified storm (flood) events, if applicable

6. Basins, channels, residential canals and canal networks Not applicable

- Maximum and mean tidal flow rates for ebb and flood along the channel
- Baseline bathymetry for the existing channel and adjacent areas
- Detailed descriptions of all areas of erosion and deposition, including existing deeps that can result in debris traps and zones of stratified water

7. Outfalls and intakes Not applicable

- Design maximum and normal operational flows for the outfall/intake, and criteria used
- Dimensions and invert elevations for the proposed structures
- Details of the construction at the shoreline/waterline intercept

PART III: PLANS

Provide plan and section view drawings that clearly show the facility, structure or other works to be constructed, as applicable for the proposed project. Drawings be signed and sealed by a Florida-registered professional, and must be of a scale sufficient to show the location and dimensions of all works. Use multiple sheets, if necessary. This information is in addition to that required under Section C (and others, if applicable) of the Joint Application.

1. All structures

Plan-view drawings should include the following, as applicable to the proposed activity:

- The location and orientation of all corresponding section, profile and detail drawings
- Location of the riparian upland parcel or property boundary lines, if applicable
- Mean high water line (MHWL), ordinary high water line (OHWL), or safe upland line (SUL)
- Complete dimensions (length, width, height) of all structures, works or other activities in, on, or over wetlands or surface waters, including existing structures within 100 feet of the proposed facility
- Separate and label square footage of structure over wetlands, open water and uplands
- Existing and proposed water depths throughout project area – isobaths or spot elevations must be clearly labeled with depths depicted in relation to mean low water (MLW), controlled water elevation (in non-tidal waters where the water is fairly controlled), mean annual low water (in other non-tidal waters), or an established vertical datum
- Show proposed turbidity, erosion and sedimentation control locations

Section- and profile-view drawings should include the following, as applicable to the proposed activity:

- Complete dimensions of all proposed structures, including elevation above mean high water or ordinary high water (as applicable)
- Water depth at mooring sites (mean low water, ordinary low water, or seasonal low water)
- In tidal areas – approximate tidal range

2. Piers, docks, marinas, boat ramps and other docking or boating-related facilities Not applicable

Plan-view drawings should include the following, as applicable to the proposed activity:

- Show and label width of deck planks and plank spacing, or if grated decking is to be used, provide technical specifications
- Show the locations of all proposed sewage pumpouts, fuel pumps and spill cleanup equipment
- Show the locations of all proposed informational signage (manatee awareness, fueling safety, etc.)
- Number each slip
- Width of waterway and the location of the navigation channel and water depths (in relation to MLW) and distance along the most direct route(s) between the facility and the nearest marked navigational channel(s)

Section- and profile-view drawings should include the following, as applicable to the proposed activity:

- Elevation of the structure above MHWL (tidal waters) or OHWL (non-tidal waters), and water depth at mooring sites and the bottom of the boat ramp (if applicable)
- Structural details of all proposed pilings, anchors, moorings, buoys and similar structures

3. Basins, channels, and other dredging and/or filling works or activities Not applicable

Plan-view drawings should include the following:

- The location, boundaries and water depths (in relation to MLW) of all nearby navigation channels
- The locations and detail drawings of all proposed navigational safety markers (signs, lights, etc.) for the structure(s)
- The location, dimensions and engineering specifications (including BMPs) for all proposed dredged material offloading, management and disposal sites, if applicable

Section- and profile-view drawings should include the following, as applicable to the proposed activity:

- Representative section and/or profile views of all proposed structures that clearly show the existing and proposed depths, widths and side slopes of all dredge and fill areas in relation to MHWL and MLWL (tidal waters), OHWL (non-tidal waters), and the submerged bottom, at representative locations

4. Groins, jetties, seawalls, revetments, artificial reefs Not applicable

Plan-view drawings should include the following:

- The location and water depths (in relation to MLW) of all nearby navigation channels
- The locations and detail drawings of all proposed navigational safety markers (signs, lights, etc.) for the structure(s)

Section- and profile-view drawings should include the following, as applicable to the proposed activity:

- Representative section and/or profile views of all proposed structures that clearly show the height, width and side slopes of each structure in relation to MHWL and MLWL (tidal waters), OHWL (non-tidal waters), and the submerged bottom, at representative locations

5. Bridges, causeways, culverted crossings, other traversing works or structures Not applicable

Plan-view drawings should include the following, as applicable to the proposed activity:

- Width of waterway and the location, orientation and water depths (in relation to MLW) of the navigation channel (if applicable)
- Dimensions and technical specifications of the road, decking or other surface, including drainage features, if applicable

Section- and profile-view drawings should include the following, as applicable to the proposed activity:

- Elevation of the structure above MHWL (tidal waters) or OHWL (non-tidal waters)
- Representative sections through the culvert or channel

SECTION E: SUPPLEMENTAL INFORMATION REQUIRED FOR WORKS OR OTHER ACTIVITIES INVOLVING A STORMWATER MANAGEMENT SYSTEM (OTHER THAN A SINGLE-FAMILY PROJECT)

Instructions: The information listed in the checklists below represents the level of information that is usually required to evaluate an application. Information can be provided within reports, plans and documents. The level of information required for a specific project will vary depending on the nature and location of the site and the activity proposed. Conceptual approvals generally do not require the same level of detail as a construction permit. However, providing a greater level of detail will reduce the need to submit additional information at a later date. If an item does not apply to your project, proceed to the next item. The supplemental information required by this section is in addition to the information required by Section A of the ERP application.

PART 1: STORMWATER MANAGEMENT SYSTEM SUMMARY

Provide drainage calculations, signed and sealed by an appropriate registered professional, and supporting documentation demonstrating that the proposed project meets the conditions for issuance under 62-330.301(1)(a),(b),(c),(e), F.A.C. The drainage calculations should include, but not necessarily be limited to, the following:

1. General Site Information:

- a. Provide pre-development and post-development drainage map(s), as appropriate, that include drainage patterns and basin boundaries with acreage served by each hydraulically separate system, showing the direction of flows, including any off-site runoff being routed through or around the system; topographic information; and connections between wetlands and other surface waters.
- b. Provide the results of any percolation tests, where appropriate, and soil borings that are representative of the actual site conditions. Identify the wet season high water table elevations, soil profiles, and hydraulic conductivity. Include dates, datum, and methods used to determine these soil parameters.
- c. Identify the onsite hydrologic soil classification (e.g. Type A, B/D, D). Reference the source, such as the USDA/NRCS Soil Survey, used in estimating the onsite hydrologic soil classification. Provide maps, as appropriate, with the project limits delineated.
- d. Identify the seasonal high water or mean high tide elevation for receiving waters/wetlands into which runoff will be discharged. Include dates, datum, and methods used to determine these elevations.
- e. Identify the name of each receiving waterbody to which the proposed stormwater management system will discharge: .
- f. Indicate the existing land use and land cover.
- g. Provide the acreage, and percentages of the total project, of the following:
 - 1. Impervious surfaces, excluding buildings, wetlands and other surface waters;
 - 2. Buildings;



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3. Pervious surfaces (green areas not including wetlands);
4. Lakes, canals, retention areas, other open water areas; and
5. Wetlands (Please refer to Section C to ensure consistency in wetland acreages).

h. Provide the location and description of any nearby existing offsite features (such as wetland and other surface waters, stormwater management ponds, and building or other structures) which might be affected by or affect the proposed construction or development.

2. Water Quality Analysis:

a. Provide a description of the proposed stormwater treatment methodology that addresses the type of treatment, pollution abatement volumes, and recovery analysis.

b. Is the receiving waterbody known to be impaired, and/or has an established Total Maximum Daily Load (TMDL) or Basin Management Action Plan (BMAP)? If so, please provide specific descriptions of all water quality parameters for which the waterbody is known to be impaired? For more information about water quality, impaired waters, and to determine whether a TMDL has been adopted in your project area, refer to: <http://waterwebprod.dep.state.fl.us/basin411/downloads/Florida-Adopted-TMDLs.pdf>. To determine whether a BMAP exists, or is being developed in your project area, refer to: <http://www.dep.state.fl.us/water/watersheds/bmap.htm#rad>.

yes no don't know

If yes, provide calculations demonstrating that the proposed project will not contribute to violations of state water quality standards in accordance with the applicable Applicant's Handbook, Vol. II.

c. Does the project have a direct discharge to a Class I, Class II, Outstanding Florida Waters or Class III waters, which are approved, conditionally approved, restricted, or conditionally restricted for shellfish harvesting? *To determine whether your project is within, or will discharge to an OFW, or for more information about OFWs in general, refer to:* <http://www.dep.state.fl.us/water/wqssp/ofw.htm>.

yes no don't know

If yes, additional treatment in accordance with the applicable Applicant's Handbook, Vol. II, may be required.

d. Provide construction plans and calculations that address the required treatment volume and recovery, as well as stage-storage and design elevations, which demonstrate compliance with the appropriate water quality treatment criteria in the applicable Applicant's Handbook, Vol. II.

Provide a description of the engineering methodology, assumptions and references for the parameters listed above, and a copy of all such computations, engineering plans, and specifications used to analyze the system. If a computer program is used for the analysis, provide the name of the program, a description of the program, input and output data, and justification for model selection.

3. Water Quantity Analysis:

Provide calculations and documentations demonstrating that the project, as proposed, meets the applicable design criteria as indicated in the applicable Applicant's Handbook, Vol. II. Typically, the information would include, at a minimum, but is not necessarily be limited to, the following:

- a. For projects requiring pre-development analysis, provide an analysis of the pre-development peak rate of discharge and / or volume of runoff, for all design storm events. Account for all onsite depressional storage and offsite contributing area. Please refer to the applicable Applicant's Handbook, Vol. II for the design storm event(s) that apply to your project.
- b. Provide an analysis of the post-development peak rate of discharge and / or volume of runoff for all applicable design storm events. Account for all onsite storage and offsite contributing area. Please refer to the applicable Applicant's Handbook, Vol. II for the design storm event(s) and criteria that apply to your project.

These analyses should include:

- Runoff characteristics, including area, runoff curve number or runoff coefficient, and time of concentration for each drainage basins in the pre-development and post-development condition;
- Design storms used including rainfall depth, duration, frequency, and distribution;
- Runoff hydrograph(s) for each drainage basin, for all required design storm event(s);
- Stage-storage computations for any area such as a reservoir, closed basin, detention area, or channel, used in storage routing;
- Stage-discharge computations for any storage areas at a selected control point, such as control structure or natural restriction;
- Flood routings through on-site conveyance and storage areas;
- Water surface profiles in the primary drainage system for each required design storm event(s);
- Runoff peak rates and volumes discharged from the site for each required design storm event(s);
- Design tailwater elevation(s) for each storm event at all points of discharge (include source or method of estimate); and
- Pump specifications and operating curves for range of possible operating conditions (if used in system).

Provide a description of the engineering methodology, assumptions and references for the parameters listed above, and a copy of all such computations, engineering plans, and specifications used to analyze the system. If a computer program is used for the analysis, provide the name of the program, input and output data, justification for model selection, and, if necessary, a description of the program.

4. Floodplain Analysis (where applicable).

- a. If the project is in a known floodplain of a stream or other water course, identify the appropriate floodplain boundary and approximate flooding elevations of any lake, stream or other watercourse located on or adjacent to the site.
- b. For traversing works, in accordance with the applicable Applicant's Handbook, Vol. II, provide:

- Hydraulic calculations for all proposed traversing works; and
- Water surface profiles showing upstream impact of traversing works.
- c. For impacts to regulated floodplains, in accordance with the applicable Applicant's Handbook, Vol. II, provide:
 - Location and volume of encroachment within regulated floodplain(s); and
 - Plans and calculations for compensating floodplain storage, if necessary, and calculations required for determining minimum building and road flood elevations.

PART 2: CONSTRUCTION PLANS

1. Provide clear, construction level detailed plans for the system. The plans must be signed and sealed by an appropriate registered professional as required by law. These plans should include cumulative information from all applicable sections; as well as the following:
 - a. Project area boundary and total area, including distances and orientation from roads or other landmark.
 - b. Existing topography extending at least 100 feet off the project area. All topography shall include location and description of benchmarks, reference to NGVD 1929 or NAVD 1988 along with the conversion factor.
 - c. Proposed site plan with acreage, including the following:
 - plan view of proposed development, including impervious surfaces and water management areas;
 - land cover and natural communities*;
 - wetlands and other surface waters*;
 - undisturbed uplands*;
 - aquatic communities*;
 - proposed buffers*;
 - proposed impacts to wetlands and other surface waters, and any proposed connections/outfalls to other surface waters or wetlands, (if applicable); and
 - onsite wetland mitigation areas*.

*Please refer to Section C.

 - For phased projects, provide a master development plan clearing delineating the limits of each phase of construction.
 - d. Paving, Grading, and Drainage Information, which includes, but not necessarily limited to, the following:
 - Existing topography;
 - Boundaries of wetlands and other surface waters and upland buffers (see Section C);
 - Plan view of proposed development;
 - Proposed elevations and/or profiles, including:
 - roadway, parking, and pavement grades;
 - floor slabs, walkways, and other paved surfaces;
 - earthwork grades for pervious landscaped areas; and
 - perimeter site grading, tying back into existing grades.

- Location of all water management areas, including elevations, dimensions, side slopes, and design water depths;
 - Location, size, and invert elevations of existing and proposed stormwater conveyance systems;
 - Vegetative cover plan for all on-site and off-site earth surfaces disturbed by construction; and
 - Rights-of-way and easements for the system, including all on-site and off-site areas to be reserved for water management purposes (including access), and rights-of-way and easements for the existing drainage system, if any.
- e. Stormwater detail information, including but not necessarily limited to, the following:
- Cross section of all stormwater management areas, including elevations, dimensions, side slopes, and proposed stabilization measures (with location of the cross section(s) shown on the corresponding plan view);
 - Detail of all proposed control structures, including elevations, dimensions, and skimmer, where applicable; and
 - Details of proposed stormwater management systems, such as underdrains, exfiltration trenches, vaults, and other proposed Best Management Practices (BMPs).
- f. Location and description of any nearby existing offsite features (such as wetland and other surface waters, stormwater management ponds, and building or other structures) which might be affected by or affect the proposed construction or development.

PART 3: CONSTRUCTION SCHEDULE AND TECHNIQUES

Provide a construction schedule, and a description of construction techniques, sequencing and equipment. This information should include, as applicable, the following.

- a. Access and staging of equipment;
- b. Location and details of the erosion, sediment and turbidity control measures to be implemented during each phase of construction and all permanent control measures to be implemented in post-development conditions.
- c. The location of disposal site(s) for any excavated material, including temporary and permanent disposal sites.
- d. A demolition plan for any existing structures to be removed.
- e. Dewatering plan details. If dewatering is required, detail the dewatering proposal including the methods that are proposed to contain the discharge, methods of isolating dewatering areas, and indicate the period dewatering structures will be in place; **Note: a Consumptive Use or Water Use permit may be required for dewatering.**
- f. Methods for transporting equipment and materials to and from the work site. If barges are required for access, provide the low water depths and draft of the fully loaded barge;

PART 4: OPERATION AND MAINTENANCE AND LEGAL DOCUMENTATION:

- a. Describe the overall maintenance and operation schedule for the proposed system.
- b. Identify the entity (or entities) that will be responsible for operating and maintaining the system (or parts of the system) to demonstrate that the entity (or entities) meet(s) the requirements of section 12.3 of the Applicant's Handbook, Vol. I.

- If different from the permittee, provide a draft document enumerating the enforceable affirmative obligations on the entity to properly operate and maintain the system for its expected life, and documentation of the entity's financial responsibility for long-term maintenance.
 - If the proposed operation and maintenance entity is not a property owner's association, provide proof of the existence of an entity, or the future acceptance of the system by an entity which will operate and maintain the system.
- c. Provide drafts of all proposed conservation easements, stormwater management system easements, draft property owner's association documents, and plats for the property containing the proposed system.
- d. Provide legal reservations for access to the treatment system for maintenance and operation by future maintenance entities for subdivided projects.
- e. Provide indication of how water and wastewater service will be supplied.
- f. Provide a copy of the boundary survey and/or legal description and acreage of the total land area of contiguous property owned/controlled the applicant.

PART 5: WATER USE

- a. Describe how irrigation will be provided to the project. Will the surface water system be used for water supply, including landscape irrigation, or recreation?
- b. If a Consumptive Use or Water Use permit has been issued for the project, state the permit number:
- c. If a Consumptive Use or Water Use permit has not been issued for the project, indicate if such a permit will be required. yes no don't know
If yes, please indicate when the application for a permit will be submitted:
- d. Indicate how any existing wells located within the project site will be utilized or abandoned.

PART 6: SPECIAL BASIN INFORMATION

Is your project within a special basin as described in the applicable Applicant's Handbook, Vol. II?

yes no don't know

If yes, please demonstrate that the project will meet the applicable special basin criteria.

SECTION F: APPLICATION FOR AUTHORIZATION TO USE STATE-OWNED SUBMERGED LANDS

Instructions: If you were referred to this section from Section A, please provide the following additional information. Please note that if your proposed project is on state-owned submerged lands and the below requested information is not provided, your application will be considered incomplete. All items required under this section are in addition to those required under other sections, as applicable.

PART 1: TYPE OF AUTHORIZATION REQUESTED

Please check the most applicable activity that applies to your project(s):

A. Exceptions: The following activities do not require authorization to use state-owned submerged lands. *If you are certain that your project (including all components/phases thereof) qualifies, please indicate accordingly, below, and no further action is required to complete this section.*

- Construction or maintenance of a county water or sewer system under Section 153.04 F.S.
- Removal of material from the area adjacent to an intake or discharge structure under 403.813(1)(f), F.S.
- Removal of organic detrital material under Section 403.813(1)(r) or (u), F.S.
- Construction of floating vessel platforms under Section 403.813(1)(s), F.S.
- Trimming or alteration of mangroves under Sections 403.9321 through 403.9334, F.S.

B. Consent by Rule: Except for activities authorized under Section 253.77(4), F.S., no application or written authorization for the use of state-owned submerged lands is required for an activity that complies with the criteria listed in subparagraphs 18-21.005(1)(b)1. through 5., F.A.C., and that is exempt from the requirements of obtaining a permit under the provisions of:

- Section 403.813(1), F.S., paragraphs (a); (b), provided that the structure is the only dock or pier on a parcel and it is not a private residential multi-family dock with three or more slips.
- Section 403.813(1), F.S., paragraphs (c); (d); (e); (f), provided that no severance fee is required under Rule 18-21.011, F.A.C., and the existing activity has a valid Board of Trustees authorization.
- Section 403.813(1), F.S., paragraphs (g); (h); (i), provided that no private residential multi-family dock or pier is constructed.
- Section 403.813(1), F.S., paragraph (k), provided that any channel markers delineate existing and authorized or permitted navigation channels.

Such activities must still comply with the General Conditions for Authorizations under subsection 18-21.004(7), F.A.C. Agency staff will determine whether the proposed project qualifies for Consent by Rule. Be advised that if your project does not qualify for an Exception or Consent by Rule for one of the reasons listed above, then it will require one of the forms of authorization listed below.

C. Letter of Consent: Written authorization is required for each of the following activities:

- One minimum-size private residential single-family dock (see definition in Rule 18-21.003, F.A.C.).



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- Private residential single-family or multi-family docks, piers, boat ramps, and similar existing and proposed activities that cumulatively preempt no more than 10 square feet of sovereignty submerged land for each linear foot of the applicant's riparian shoreline, along sovereignty submerged land on the affected waterbody within a single plan of development (see "preempted area" definition in Rule 18-21.003, F.A.C.).
- Private channels that provide access to an upland single-family or multi-family residential parcel and that measures no more than 10 square feet of sovereignty submerged land for each linear foot of the applicant's riparian shoreline along sovereignty submerged land on the affected waterbody within a single plan of development.
- Seawalls, bulkheads, or other shoreline stabilization structures no more than three feet waterward of mean or ordinary high water.
- Placement, replacement, or repair of riprap, groins, breakwaters, or intake and discharge structures no more than ten feet waterward of the line of mean or ordinary high water.
- Restoration and nourishment of naturally occurring sandy beaches, including borrow areas to be used for five years or less.
- Artificial reefs or fish attractors that are constructed for public use.
- Public docks or piers that are exempt from permit requirements under Section 403.813(1), F.S., or that qualify as minimum-size docks or piers or are less than or equal to the 10:1 preempted area to shoreline ratio; public boat ramps; public channels; or public swimming areas, provided that all such structures or activities are owned and operated by governmental entities and any revenues collected are used solely for operation and maintenance of the structure or adjacent public recreational facilities.
- Ski course buoys and ski jumps not associated with revenue-generating water skiing activities.
- Removal of wrecked, abandoned or derelict vessels or structures.
- Habitat restoration.

D. Lease: A state-owned submerged land lease is required for the following activities.

- Private residential single-family or multi-family docks or piers, other docks or piers, boat ramps, or other similar activities that do not qualify for a letter of consent.
- Private residential multi-family docks designed or used to moor three or more vessels within aquatic preserves.
- Docks designed or used to moor ten or more vessels in Monroe County.
- Commercial/industrial docks, as defined in Rule 18-18.004, F.A.C., in Biscayne Bay Aquatic Preserve, as required by paragraph 18-18.006(3)(c), F.A.C.
- All revenue-generating activities.
- Oil and gas exploration and development.
- Open-water mooring fields.
- Mining.

E. Easement. A state-owned submerged land easement is required for the following public or private activities.

- Utility crossings and rights of way.
- Road and bridge crossings and rights of way, including such structures built prior to the need

- to obtain an easement when proposed for modification or repair.
- Groins, breakwaters, and shoreline protection structures, except when constructed as part of a docking facility that requires a lease.
- Public navigation projects other than public channels.
- Private residential channels that do not qualify for a letter of consent, and channels that provide access to revenue-generating facilities in uplands.
- Oil, gas and other pipelines.
- Intake and discharge structures more than 10 feet waterward of the mean or ordinary high water line.
- Spoil disposal sites.
- Borrow areas that will be used for longer than five years for beach nourishment.
- Public water management projects other than public channels.
- Treasure salvage (Cultural Resource Recovery).

PART 2: SUBMITTAL REQUIREMENTS

If state-owned submerged lands will be affected by your project, we will notify you in writing, and the items in this section will also be required. For expediency, if you acknowledge or believe that your project affects state-owned submerged lands you may submit the items in the appropriate section of Part 2 prior to receiving written confirmation of state ownership. This will not jeopardize any future claim of ownership.

Unless your proposed project qualifies for an Exception or Consent by Rule, as described in Part 1 A or B, then your application to use state-owned submerged lands must include the following items, as applicable to your project.

A. All applications for Letter of Consent, Lease or Easement must include the following:

- Satisfactory evidence of sufficient upland interest to the extent required by paragraph 18-21.004(3)(b), F.A.C.
- Detailed statement of the proposed activity.
- If dredging is proposed, an estimate of the number of cubic yards of sovereignty materials to be removed showing how the amount was calculated.

B. Applications for a **Letter of Consent** shall also include the following:

- Multiple boat slip facilities may require an affidavit certifying that the facility will not be a revenue generating/income producing facility.
- Two copies of a dimensioned site plan drawing(s) with the following requirements:
 - a. Utilizing an appropriate scale on 8 1/2" x 11" size paper;
 - b. Showing the approximate location of the mean high/ordinary high/or safe upland line;
 - c. Showing the location of the shoreline vegetation, if existing;
 - d. Showing the location of the proposed structures and any existing structures;
 - e. Showing the applicant's upland parcel property lines;
 - f. Showing the riparian lines; and
 - g. Showing the primary navigation channels or direction to the center of the affected waterbody.

C. Applications for **Leases** shall also include the following:

- Lease processing fee as specified in subparagraph 18-21.008(1)(a)8, F.A.C.
- Location of the proposed activity including: county; section, township and range; affected waterbody; and a vicinity map, preferably a reproduction of the appropriate portion of United States Geological Survey quadrangle map.
- Two prints of a survey prepared, signed, and sealed by a person properly licensed by the Board of Professional Surveyors and Mappers.
 - a. Use an appropriate scale on 8 1/2"× 11" size paper;
 - b. Show the location of ordinary or mean high water;
 - c. Show the location of the shoreline vegetation, if existing;
 - d. Show the location of the proposed structures and any existing structures;
 - e. Show the applicant's upland parcel property lines;
 - f. Show the primary navigation channels or direction to the center of the affected waterbody
 - g. Show the riparian lines;
 - h. Include a legal description of the preempted area to be leased; and
 - i. For those lease applications in the Florida Keys, indicate the water depths referenced to mean low water within the lease area and out to the navigation channel.
- Noticing information as required by subsection 18-21.005(3), F.A.C.
- Billing Information Form, which provides billing information; sales tax information; and other data required in accordance with Section 24.115(4), F.S.
- Computation of the total square footage of preempted sovereignty land to be leased.

D. Applications for **Easements** shall also include the following:

- Easement processing fee as specified in either (for public easements) paragraph 18-21.009(1)(g), or (for private easements) paragraph 18-21.010(1)(i), F.A.C.
- Vicinity map.
- Detailed statement of proposed use and satisfactory evidence of need for installation of telecommunication lines and associated conduits that are subject to the provisions of paragraph 18-21.004(2)(l), F.A.C. If the applicant is a local governing body, the request shall be by official resolution or minutes.
- Two prints of a survey prepared by a Licensed Florida Surveyor and Mapper in accordance with Chapter 61G17, F.A.C., (see attachment X for survey checklist) and meeting the following requirements:
 - a. Utilizing an appropriate scale on 8 1/2" × 11" size paper;
 - b. Showing boundaries of the parcel sought;
 - c. Showing ownership lines of the riparian uplands;
 - d. Showing the line of ordinary or mean high water;
 - e. Showing the location of the shoreline vegetation, if existing;
 - f. Showing the location of any proposed or existing structures;
 - g. Showing the riparian lines; and
 - h. Legal description and acreage of the parcel sought.
- Noticing information as required by subsection 18-21.005(3), F.A.C.

SECTION G: SUPPLEMENTAL INFORMATION REQUIRED FOR MITIGATION BANKS

Instructions: Please provide the information requested below if you are applying for a mitigation bank permit or a mitigation bank conceptual approval in accordance with Chapter 62-342, F.A.C. To obtain a mitigation bank permit, the applicant must provide reasonable assurance in accordance with 373.4136(1), F.S. that:

- (a) The proposed mitigation bank will improve ecological conditions of the regional watershed;
- (b) The proposed mitigation bank will provide viable and sustainable ecological and hydrological functions for the proposed mitigation service area;
- (c) The proposed mitigation bank will be effectively managed in perpetuity;
- (d) The proposed mitigation bank will not destroy areas with high ecological value;
- (e) The proposed mitigation bank will achieve mitigation success;
- (f) The proposed mitigation bank will be adjacent to lands that will not adversely affect the perpetual viability of the mitigation bank due to unsuitable land uses or conditions;
- (g) A phased Mitigation Bank demonstrates that each phase independently meets the requirements of subsections 62-342.400(a)-(f) above;
- (h) Any surface water management system to be constructed, altered, operated, maintained, abandoned, or removed within the mitigation bank will meet the requirements of this part and the rules adopted thereunder;
- (i) It has sufficient legal or equitable interest in the property to ensure perpetual protection and management of the land within a mitigation bank; and
- (j) It can meet the financial responsibility requirements prescribed for mitigation banks.

PART 1: LOCATION OF THE PROPOSED MITIGATION BANK (62-342.450(1), F.A.C.)

Please provide the following information:

- 1. A map, at regional scale, of the mitigation bank in relation to the regional watershed and proposed mitigation service area;
- 2. A vicinity map showing the mitigation bank in relation to adjacent lands and off-site areas of ecological or hydrologic significance which could affect the long term viability or ecological value of the bank;
- 3. A recent aerial photo of the mitigation bank (in color; 11x17 inches or greater) identifying boundaries of the project area and showing the proposed assessment areas;
- 4. A recent aerial photo of the mitigation bank (in color; 11x17 inches or greater) identifying boundaries of the project area and showing the proposed assessment areas;
- 5. One or more historic aerial photos of the mitigation bank (no photocopies) identifying boundaries of the project area and the proposed assessment areas, if substantially different from current conditions;
- 6. A highway map showing points of access to the mitigation bank for site inspection;



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- A legal description of the proposed mitigation bank; and,

PART 2: ECOLOGICAL SIGNIFICANCE (62-342.450(2), F.A.C.)

Please provide the following information:

- A description of the ecological significance of the proposed mitigation bank to the regional watershed in which it is located

PART 3: CURRENT SITE CONDITIONS (62-342.450(3), F.A.C.)

Please provide the following information:

- A soils map of the mitigation bank site;
- A topographic map of the mitigation bank site and adjacent hydrologic contributing and receiving areas;
- A hydrologic features map of the mitigation bank and adjacent hydrologic contributing and receiving areas;
- Current hydrologic conditions in the mitigation bank site;
- A vegetation communities map of the mitigation bank site, and site-specific descriptions of each significantly different aerial signature or assessment area including the native community types, a species list of the dominant canopy and groundcover plants, its structure relative to reference condition, and historic impacts;
- Ecological benefits currently provided to the regional watershed by the mitigation bank site;
- Adjacent lands, including existing land uses and conditions, projected land uses according to comprehensive plans adopted pursuant to Chapter 163, F.S., by local governments having jurisdiction, and any special designations or classifications associated with adjacent lands or waters; and,
- A disclosure statement of any material fact which may affect the contemplated use of the property.

PART 4: MITIGATION PLAN (62-342.450(4), F.A.C.)

Please provide the following information:

- Proposed construction/mitigation activities, including a detailed schedule for implementation;
- The proposed vegetation enhancement activities, such as plant removal/eradication, planting, seeding, or prescribed fire, and detailed schedule for implementation;

3. Measures to be implemented during and after construction/implementation to avoid adverse impacts related to proposed activities;
4. A detailed perpetual management plan comprising all aspects of operation and maintenance, including water management practices, vegetation establishment, exotic and nuisance species control, fire management, and control of access, inspection and implementation schedule of each activity, and adaptive management alternatives; and
5. A proposed monitoring plan to demonstrate mitigation success.

PART 5: ASSESSMENT OF IMPROVEMENTS IN ECOLOGICAL VALUE (62-342.450(5), F.A.C.)

Please provide the following information:

1. a description of anticipated site conditions in the mitigation bank after the mitigation plan is successfully implemented, including proposed community map and GIS shapefile, and quantitative and qualitative success criteria;
2. a comparison of current fish and wildlife habitat and utilization functions to those after the mitigation plan is successfully implemented; and
3. a description of the specific expected ecological, benefits to the regional watershed; and the timeframe to achieve these benefits.

PART 6: EVIDENCE OF SUFFICIENT LEGAL OR EQUITABLE INTEREST IN THE PROPERTY (62-342.450(6), F.A.C.)

Please provide the following information:

1. Evidence of sufficient legal or equitable interest in the property which is to become the mitigation bank to meet the requirements of 62-342.650(1), F.A.C., including Phase I environmental audit;

PART 7: FINANCIAL RESPONSIBILITY (62-342.450(7), F.A.C.)

Please provide the following information:

1. Cost estimates and draft documentation of financial responsibility meeting the requirements of 62-342.700, F.A.C.

PART 8: ADDITIONAL INFORMATION (62-342.450(8), F.A.C.)

Please provide the following information:

1. Any additional information which the Agency requests or would need in order to evaluate whether the proposed Mitigation Bank meets the criteria of Section 373.4136, F.S., and this chapter.

2. Any engineering calculations and/or computer modeling (such as hydrograph or staging) needed to assess the effects of the project on the hydrologic characteristics of the mitigation bank site and upstream and downstream areas.

PART 9: LAND USE RESTRICTIONS (62-345.650)

Please provide the following information:

- a. Documentation the form of: (a) a draft warranty deed for the fee interest to be conveyed to the Agency, or (b) a draft conservation easement to be conveyed to both the Department and the District in accordance with 62-345.650 (3) (4), F.A.C.;
- b. A boundary survey of the real property interest being conveyed. The survey must be certified, by a land surveyor and mapper, registered in the State of Florida, to meet the requirements of the Agency and the minimum technical standards set forth by the Florida Board of Professional Land Surveyors and mappers in Chapter 5J-17, F.A.C., under Section 472.027, F.S.;
- c. A certified appraisal or other documentation demonstrating the market value of the property or interest to be conveyed to determine the appropriate amount of title insurance;
- d. A marketable title commitment issued to the Agency as beneficiary in an amount at least equal to the fair market value, as established in accordance with paragraph 62-342.650(4)(b), F.A.C.;
- e. A Phase I environmental audit; and
- f. If applicable, evidence that all abandoned personal property, solid waste, or hazardous substances have been removed from the property.

SECTION H: SUPPLEMENTAL INFORMATION FOR APPLICATIONS FOR ENVIRONMENTAL RESOURCE PERMITS INVOLVING WATER MANAGEMENT SYSTEMS FOR MINES

Instructions: The supplemental information required by this section is in addition to the information required by Section A and Section C (if applicable) of this application. This section is required for mines that provide a permit application to the Department based on the Operating Agreement with the appropriate water management district.

The information listed in the checklists below represents the level of information that is usually required to evaluate an application. Information can be provided within reports, plans and other documents. Provide a response to item below indicating specifically where in the reports, plans, and other documents the information may be found. The level of information required for a specific project will vary depending on the nature and location of the site and the activity proposed. Conceptual approvals generally do not require the same level of detail as a construction permit. However, providing a greater level of detail will reduce the need to submit additional information at a later date. If an item does not apply to your project, indicate that it does not and proceed to the next item.

PART 1: SUPPLEMENTAL WETLAND AND OTHER SURFACE WATERS IMPACT INFORMATION

- a. Part 1 of Section C of the application requires the applicant to provide the volume (in cubic yards) of material to be dredged from wetlands and other surface waters. Do not include the volume of upland material to be dredged in the estimated volume.
- b. Applicants that elect to use alternative wetland mitigation associated with the mining of high-quality peat, in accordance with Section 373.414(6)(e), F.S., shall provide all information required by Chapter 62-348, F.A.C.
- c. Wetland mitigation costs and financial responsibility mechanisms for phosphate and limestone mines should be presented in 3-year stages, as provided by Section 373.414(19), F.S.
- d. If the activity includes a proposed final stormwater management system with a control elevation different than the normal pool (NP) elevation(s) of avoided existing or proposed created wetlands or other surface waters, provide documentation (e.g. drawdown assessment, seepage and/or drainage analysis or other methods) that shows that the permanent proposed stormwater management system will not adversely impact the hydroperiods of avoided existing or created wetlands or other surface waters.
- e. Provide a monitoring plan for any avoided wetlands and other surface waters adjacent to the project boundary or proposed excavation. The monitoring plan should include staff gauge and/or piezometer locations on a map, data monitoring instrumentation or collection methods (for water levels and groundcover species), data collection and downloading frequency (including when pre-mining monitoring will begin), available remedial measures, a typical gauge/piezometer schematic and datum, and reporting frequency and report contents. The monitoring period is from prior to the start of mining to the completion of reclamation.
- f. Provide a hydrological analysis for proposed wetland mitigation. The hydrological analysis should evaluate the wetland types and appropriate hydroperiods, historical and proposed conditions, and whether the wetlands were perched, seepage dependent, or groundwater-supported. Provide monitoring locations for piezometers and staff gauges, construction details, measurement frequency, data collection method, and reporting format.



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PART 2: STORMWATER MANAGEMENT SYSTEM SUMMARY

Provide drainage calculations, signed, sealed and dated by an appropriate registered professional, and supporting documentation demonstrating that the proposed project meets the conditions for issuance under Rules 62-330.301(1)(a),(b),(c), and (e), F.A.C. **Larger mines or more complex mine plans may require one or more intermediate stage maps and drainage calculations to explain how the proposed water management system and offsite flows will change as mining and reclamation progress.** The stormwater management system summary should include, but not necessarily be limited to, the following:

1. Site Information:

- a. Provide separate pre-development (existing), construction phase (during mining and reclamation) and post-development (post-reclamation) drainage maps, as appropriate, that include drainage patterns and basin/sub-basin boundaries. Provide the acreage for each basin/sub-basin and include flow direction arrows including any off-site runoff being routed through or around the system; topographic information; and connections between wetlands and other surface waters below the 25-year 24-hour design storm event. Merge the construction phase and post-development elevation contours with the existing elevation contours in areas that will remain undisturbed.
- b. Where agricultural ditches are present, illustrate how the area hydrology will be altered due to the proposed project. Provide plan drawings that show the internal, perimeter, and surrounding agricultural ditches for the existing, construction, and post-reclamation phases. Clearly indicate whether the perimeter ditches are within or outside the project area. Flow direction arrows (include any seasonal flow reversals with an explanation of use, if applicable) and proposed alterations to the ditches should be shown in each drawing. Provide maps that clearly depict the progression of ditch severance as the stormwater management system expands.
- c. Provide the results of any percolation tests, where appropriate, and soil boring logs that are representative of the actual site conditions to the proposed excavation depth(s). Identify the wet season high water table elevations for the project area and hydraulic conductivity values. Include dates, datum, and methods used to determine these parameters.
- d. Identify the existing onsite hydrologic soil classifications (e.g. Type A, B/D, D). Reference the source, such as the U.S. Department of Agriculture/Natural Resource Conservation Service Soil Survey, used in estimating the onsite hydrologic soil classification. Provide maps, as appropriate, with the project limits delineated.
- e. Identify the seasonal high water or mean high tide elevation for receiving waters/wetlands into which runoff will be discharged. Include dates, datum, and methods used to determine these elevations.
- f. Indicate the existing and post-development land use and land cover. Provide the acreage, and percentages of the total project, of the following:
 - Impervious surfaces (and directly connected impervious surfaces) excluding buildings, wetlands and other surface waters;
 - Buildings;
 - Pervious surfaces (green areas not including wetlands);
 - Lakes, canals, retention areas, other open water areas; and
 - Wetlands (Please refer to Section C to ensure consistency in wetland acreages).

- g. Describe how the system will be operated and maintained for each stage throughout the life of the project.
- h. Identify the name and Waterbody Identification (WBID) number, if known, established for the Total Maximum Daily Load (TMDL) Program, of each receiving waterbody to which the proposed stormwater management system will discharge.
- i. Provide the location and description of any nearby existing offsite features (such as wetland and other surface waters, municipal well fields, large irrigation wells, stormwater management ponds, and building or other structures) which might be affected by or affect the proposed construction or development.

2. Water and Soil Quality Analysis:

- a. Provide a description of the proposed stormwater treatment methodology that addresses the type of treatment, pollution abatement volumes, and recovery analysis. Provide construction plans and calculations that address the required treatment volume and recovery, as well as stage-storage and design elevations, which demonstrate compliance with the appropriate water quality treatment criteria in the applicable Applicant's Handbook, Vol. II. If a computer program is used for the analysis, provide the name of the program, a description of the program, input and output data, and justification for model selection. Based on the proposed activity and land use, water quality sampling may be required for surface water discharge from the project area.
- b. If the receiving waterbody is known to be impaired, and/or has an established Total Maximum Daily Load (TMDL) or Basin Management Action Plan (BMAP), provide specific descriptions of all water quality parameters for which the waterbody is known to be impaired. For more information about water quality, impaired waters, and to determine whether a TMDL has been adopted in your _____ area, _____ refer to: <http://waterwebprod.dep.state.fl.us/basin411/downloads/Florida-Adopted-TMDLs.pdf>. To determine whether a BMAP exists, or is being developed in your project area, refer to: <http://www.dep.state.fl.us/water/watersheds/bmap.htm#rad>. Provide calculations demonstrating that the proposed project will not contribute to violations of state water quality standards in accordance with the applicable Applicant's Handbook, Vol. II.
- c. Identify public water supply wells within 500 feet of the proposed extraction area and private water supply wells located on properties that are immediately adjacent to the project boundary. Identify the wellfield cone of depression, if available, and source of information for public water supply wells.
- d. If the project will have a direct discharge to a Class I, Class II, Outstanding Florida Waters or Class III waters that are approved, conditionally approved, restricted, or conditionally restricted for shellfish harvesting, provide additional treatment in accordance with the applicable Applicant's Handbook, Vol. II. To determine whether your project is within, or will discharge to an OFW, or for more information about OFWs in general, refer to: <http://www.dep.state.fl.us/water/wqssp/ofw.htm>.
- e. Provide a typical hydrostratigraphic column and/or representative hydrogeologic cross-sections for the proposed project site. Describe the hydrostratigraphic units and define all aquifer(s) and/or aquiclude(s) (semiconfining/confining beds) present at the project site.
- f. Contact the Department to discuss whether ambient surface water and groundwater quality characterization and compliance monitoring are necessary for the proposed project. If it is

necessary, groundwater sampling will be required by depth intervals to at least the proposed depth of extraction. It may be necessary to install permanent nested wells at different depths for compliance monitoring. If poorer water quality (e.g. for chloride, sulfates, total dissolved solids, etc.) is detected within a deeper portion of the aquifer than in the shallower part of the aquifer, extraction depth(s) may be limited.

- g. If the proposed project site is located in or near a karst-sensitive area, a springshed, a public supply wellfield or other karst features, submit a preliminary geotechnical assessment report. Provide information on how ambient water quality will be protected in groundwaters under the direct influence of surface waters during mining operations and under post-development conditions. Some karst-sensitive areas or springsheds may require a karst study be conducted for the proposed project site. Contact the Department to discuss a [proposed](#) study design.
- h. If the project will allow a reclaimed created lake to connect to offsite wetlands or other surface water during storms less than the 25-year, 24-hour design storm, or if the reclaimed lake will have more than one property owner, then the reclaimed lake will be “waters of the state” and must meet the water quality standards of Chapter 62-302, F.A.C. Describe how surface water quality standards will be met in waters of the state. If it is expected that the dissolved oxygen within the constructed surface water management system will not meet the water quality standard defined in Rule 62-302.530, F.A.C., then, a petition for variance may be provided per Sections 373.414(17) and 403.201(1), F.S. The format for the petition must follow the outline provided by Rule 62-110.104(1), F.A.C. For the facts showing that a variance should be granted, describe how the project meets one or more of the reasons listed in Section 403.201(1), F.S.
- i. Identify the classification(s) (e.g. Class F-1, G-1, G-II, G-II and G-IV) of the groundwater in the project area and immediate vicinity according to the designated uses provided in Rule 62-520.410, F.A.C.
- j. Provide the names, locations, and storage conditions for any chemicals that will be stored onsite. This includes all pH adjusters and water conditioners that may be used in the process water. Additionally, include how the chemicals will be utilized, e.g. blasting, vehicle maintenance, vegetation maintenance, and process water treatment. Identify on plans separate containment areas for equipment maintenance, and the storage of petroleum and hazardous substances that can prevent surface water from entering the mine pit to the standards specified in the Applicant’s Handbook.
- k. For previously mined (currently not in a construction phase of an ERP) lands, provide the lake depths of each existing lake. Identify areas of any existing lakes to be excavated deeper. Identify any onsite lake that has penetrated a confining layer between the water table aquifer and a lower aquifer. Include a discussion of the site-specific geology (including sand tailings and overburden deposition and orientation, if known) and aquifers and aquitards.
- l. Contact the Department to discuss whether soil sampling is necessary and if so, what parameters are required. Based on existing and previous land uses, an analysis of the soils may be required to identify chemical concentrations that exceed the Cleanup Target Levels (CTL) specified in Chapter 62-777, F.A.C. Land uses and analytes may include:
- Agricultural areas - ethylene dibromide, nitrates, nitrites, phosphorus, cadmium, pesticides, fungicides and herbicide residues in the surface soils of crop lands. Identify chemical storage areas, maintenance areas, and areas of strained vegetation on an aerial.
 - Fuel storage and fueling areas - total recoverable petroleum hydrocarbon (TRPH) and related volatile organic compounds (e.g., BTEX);
 - Cattle dip vats – arsenic and pesticides.

3. Water Quantity Analysis:

- a. Provide mine-wide drainage analyses of the pre-development and post-development peak rate of discharge, volume of runoff, and peak stages for the appropriate design storm events demonstrating that the project meets the applicable design criteria as indicated in the applicable Applicant's Handbook, Vol. II. Account for all onsite depressional storage and offsite contributing area. Please refer to the applicable Applicant's Handbook, Vol. II for the design storm event(s) that apply to your project. Typically, the information would include, at a minimum, but is not necessarily limited to, the following:
- Runoff characteristics, including area, runoff curve number or runoff coefficient, and time of concentration for each drainage basins in the pre-development and post-development condition;
 - Design storms used including rainfall depth, duration, frequency, and distribution;
 - Runoff hydrograph(s) for each drainage basin, for all required design storm event(s);
 - Stage-storage computations for any area such as a reservoir, closed basin, detention area, or channel, used in storage routing;
 - Stage-discharge computations for any storage areas at a selected control point, such as control structure or natural restriction;
 - Flood routings through on-site conveyance and storage areas;
 - Water surface profiles in the primary drainage system for each required design storm event(s);
 - Runoff peak rates and volumes discharged from the site for each required design storm event(s);
 - Design tailwater elevation(s) for each storm event at all points of discharge (include source or method of estimate); and
 - Pump specifications and operating curves for range of possible operating conditions (if used in system).

Provide a description of the engineering methodology, assumptions and references for the parameters listed above, and a copy of all such computations, engineering plans, and specifications used to analyze the system. Include basin-node-reach schematics and show the time of concentrations, flow conveyance structures, and Flow Comparison Points (Flow Evaluation Points or Critical Points) in the engineering plans. If a computer program is used for the analysis, provide the name of the program, input and output data, justification for model selection, and, if necessary, a description of the program.

- b. Provide sufficient freeboard in the stormwater management system to prevent the occurrence of overtopping. Provide the basis for determining the freeboard, such as staging the appropriate design storm event on the seasonal high water elevation (or control elevation) plus an effective freeboard. Perform a wave run up analysis, if necessary.
- c. Provide groundwater contour maps showing pre-development (existing), during mining and post-development (post-reclamation) elevations extending at least 100 feet off the proposed project site. All elevations should be referenced to the common benchmark or datum (NGVD/NAVD) being utilized for the project site. Cite the date and data source for the existing condition. Identify if the contours represent average seasonal high water (SHW), normal pool (NP) or seasonal low water (SLW) table elevations. Note that it may be necessary to monitor groundwater elevations under pre-development, during mining and under post-development conditions to ensure no major changes occur due to mining.
- d. Changes in pre-development groundwater elevations on the proposed mining site may adversely impact the hydrology of onsite or offsite wetlands and other surface waters (including lakes,

streams, and spring discharges). Identify operational procedures and/or hydrologic measures which will be implemented to maintain the water elevations. Provide the following, as applicable:

- A water budget analysis for the existing, during mining, and post-reclamation conditions, as applicable. State the assumptions, scope of the water balance analyses, the source(s) of the data used in the calculation(s) and the name of the computer model, if applicable.
 - A drawdown analysis supporting the use of a water elevation maintenance system. Include a cross section drawing of the hydration system, injection well, or recharge ditch in relation to features such as, the mine-cut face, cast overburden/seepage face, the ground surface, the overburden and matrix layers and the water table.
- e. If a dredge will be used, specify the approximate depth and area that will need to be excavated before the dredge will become operational. Describe the excavation method that will be used initially and the approximate length of time. If temporary dewatering will be conducted, please evaluate the projected drawdown of the water table in the preserved wetlands and provide this information. If necessary based on the results, provide protective measures, such as the construction of recharge ditches.
- f. If the project area is in the watershed of a first order stream (headwater), second order stream, etc., of a river where Minimum Flows and Levels (MFLs) have been established, provide a water quantity simulation representing the peak severance/dewatering conditions to demonstrate that the proposed activity will not contribute to violations of the established MFLs.

4. Floodplain Analysis (where applicable).

- a. Provide a Federal Emergency Management Agency (FEMA) flood map (include the project boundary on the map).
- b. If the project is in a known floodplain of a lake, stream or other water course, provide plan and cross-section figures showing the locations and elevations of the proposed berms and water control structures (to prevent erosion) that will allow offsite runoff to either enter the stormwater management system or be routed around the project area. Discuss these conditions for the during-mining and post-reclamation scenarios.
- c. For traversing works, in accordance with the applicable Applicant's Handbook, Vol. II, provide:
- Hydraulic calculations for all proposed traversing works; and
 - Water surface profiles showing upstream impact of traversing works.
- d. For impacts to regulated floodplains, in accordance with the applicable Applicant's Handbook, Vol. II, provide:
- Location and volume of encroachment within regulated floodplain(s); and
 - Plans and calculations for compensating floodplain storage, if necessary, and calculations required for determining minimum building and road flood elevations.

PART 3: CONSTRUCTION PLANS

Provide clear, construction level detailed plans for the system, including specifications, plan (overhead) views, cross section views (with the locations of cross section shown on the corresponding plan view) and profile (longitudinal) views of the proposed project. The plans must be signed, sealed, and dated by an appropriate registered professional. These plans should include cumulative information from all applicable sections of the application.

- a. Provide the project boundary and total acreage, including distances and orientation from roads or other landmarks on a recent aerial legible for photo interpretation with a scale of 1 inch = 400 feet, or more detailed. Include the date of the photo. The project boundary should not include the portions of the property that will not be altered or disturbed by permitted activities. Include surface areas where there will be construction, alteration, operation, maintenance or repair, abandonment, or removal of any stormwater management system, dam, impoundment, reservoir, work (including dredging or filling), or appurtenant work. This would also include wetland mitigation areas.
- b. On each plan sheet, include a scale and scale bar. Include the county name, Section, Township, and Range, and a north arrow on each plan view.
- c. Provide individual plans for the existing, during–mining (and intermediate stages, if necessary), and post-reclamation conditions. Include the following:
- Topography extending at least 100 feet off the project area shown on a recent aerial map. All topography shall include location and description of benchmarks referenced to NGVD 1929 or NAVD 1988 along with the conversion factor. Match the contours within with the undisturbed contours.
 - US Geological Survey topographic map for comparison.
 - Land use and land cover (acreage), and on-site natural communities, including wetlands and other surface waters, aquatic communities, and uplands. Use the Florida Land Use Cover and Classification System (FLUCCS)(Level 3). Also identify each community with a unique identification number which must be consistent in all exhibits.
 - Wetlands and other surface waters to be impacted or avoided and mitigation areas.
 - Undisturbed upland buffers adjacent to wetlands and other surface waters.
 - Areas to be excavated, the proposed mine cells and sequence of mining or excavation.
 - Staging/temporary overburden storage areas, product stockpiles areas, processing areas, and waste disposal areas (e.g. disposal areas for humate, clays, and tailings).
 - Utility, pipeline, equipment, dredge and dragline crossings and corridors. Distinguish between temporary (single use) and long-term crossings and corridors. Provide an estimated time schedule for construction and removal of each crossing or corridor.
 - Impervious surfaces (including directly connected impervious surfaces), vehicle parking areas and haul roads including stormwater management systems for these areas.
 - Internal and external perimeter berms.
 - Recirculation ditches, recharge ditches, stormwater ditches.
 - Connections/outfalls to wetlands or other surface waters.
 - Normal mine operation water elevation, and the seasonal high and low water elevations.
 - All water management structures, volumes and invert elevations.
 - Where the proposed water management system for a mine will partially replace an existing surface water management system, provide drainage plans and reports showing how the system outside of the mine will function as mining and reclamation proceed.
 - For phased projects where each phase is a stand-alone system, provide a master development plan clearly delineating the limits of each phase of construction.

Applicants should be aware that a Conceptual Reclamation Plan, or a Notice of Intent to Mine may be required by the Department in accordance with Chapter 378, F.S., prior to the start of mining operations. The plan for the proposed (post reclamation) conditions should meet the requirements of the appropriate reclamation rules.

- d. Paving, Grading, and Drainage Information for the existing, during-mining (and intermediate stages, if necessary), and post-reclamation conditions, which includes, but not necessarily limited to, the following:
- Plan view of proposed development, including processing area and water quality treatment areas.
 - Proposed elevations and/or profiles.
 - Roadway, parking, and pavement grades.
 - Floor slabs, walkways, and other paved surfaces.
 - Earthwork grades for pervious landscaped areas.
 - Perimeter site grading, tying back into existing grades.
 - Location of all water management areas, including elevations, dimensions, side slopes, and design water depths.
 - Location, size, and invert elevations of existing and proposed stormwater conveyance systems.
 - Vegetative cover plan for all on-site and off-site earth surfaces disturbed by construction.
 - Rights-of-way and easements for the system, including all on-site and off-site areas to be reserved for water management purposes (including access), and rights-of-way and easements for the existing drainage system, if any.
- e. Provide the geometric characteristics of each disposal area, including the average dike height (feet), dike crest elevation, maximum operating water level, crest width (feet), outside and inside slopes (below and above grade), effective area (acres), effective depth (feet), effective pit bottom depth below grade(feet) and effective storage volume (acre-feet).
- f. Stormwater detail information, including but not necessarily limited to, the following:
- Cross section of all stormwater management areas, including elevations, dimensions, crest widths, side slopes, and proposed stabilization measures (with location of the cross section(s) shown on the corresponding plan view).
 - Provision for permanent stabilization of the slopes through the establishment of permanent vegetative cover or other appropriate methods.
 - Detail of all proposed control structures, including elevations, dimensions, and skimmer, where applicable.
 - Details of proposed stormwater management systems, such as underdrains, exfiltration trenches, vaults, and other proposed Best Management Practices (BMPs).
- g. Provide a cross sectional view of the reclamation lake(s); show the lake configuration, including side slopes and grade-break, elevations for the shoreline, lake bottom elevation, the average (normal pool), seasonal high, and seasonal low water elevations, littoral zone, and associated control structures.
- h. For limestone mines, provide a cross-sectional view of reclaimed sheer walls. Provide a plan view showing the location and extent of areas to be reclaimed with sheer walls. For fuller's earth and other resources (gravel, sand, clay) mines provide a cross-sectional view of reclaimed high walls. Provide a plan view showing the location and extent of areas to be reclaimed with high walls. Refer to Rules 62C-38.008 or 62C-39.008, F.A.C., for limits on steepness of slopes. Provide the appropriate geotechnical engineering study if slopes will be steeper than the limits provided by rule.

PART 4: CONSTRUCTION SCHEDULE AND TECHNIQUES

Provide a construction schedule, and a description of construction techniques, sequencing and equipment. This information should include, as applicable, the following.

- a. Access and staging of equipment.
- b. Location and details of the erosion, sediment and turbidity control measures to be implemented during each phase of construction and all permanent control measures to be implemented in post-development conditions.
- c. The location of disposal site(s) for any excavated material, including temporary and permanent disposal sites.
- d. A demolition plan for any existing structures to be removed.
- e. Dewatering plan details. Provide the dewatering location(s), methods to contain the discharge, methods of isolating dewatering areas, the period dewatering structures will be in place, and the hydrologic monitoring plan. **Note: a Consumptive Use or Water Use permit may be required for dewatering.**
- f. Methods for transporting equipment and materials to and from the work site. If barges are required for access, provide the low water depths and draft of the fully loaded barge.
- g. Describe the measures that will be taken to protect and secure any monitoring wells, piezometers and staff gauges from mining and reclamation activities so that they will be available for water quality and quantity sampling. Also, describe how the monitoring equipment will be surveyed and if the elevations will be intermittently confirmed.
- h. Identify the schedules and parties responsible for completing hydrologic and vegetative monitoring, and record drawings and as-built certifications for the project when completed.
- i. Provide a detailed Stormwater Pollution Prevention Plan (SWPPP) that includes Best Management Practices to control erosion, sediment, and turbidity. The plan should identify the construction activities for the proposed project; address the control measures for the pre-construction (e.g., land preparation) and construction phases (mining), and all permanent control measures to be implemented in post-development (reclamation) conditions. Show the locations of staff gauges/piezometers and erosion, sediment, and turbidity controls, direction of storm water runoff and other details, as appropriate.
- j. Provide projected production and disposal schedule for waste materials, such as clay, humate, tailings, by year and location. Provide total storage capacity for each disposal location and the remaining capacity (if it is an existing disposal location).
- k. Provide a production and utilization schedule for the backfill materials to demonstrate that there is sufficient backfill material available to construct the proposed post-reclamation elevations.

PART 5: OPERATION AND MAINTENANCE AND LEGAL DOCUMENTATION:

- a. Describe the overall maintenance and operation schedule for the proposed system.
- b. Identify the entity (or entities) that will be responsible for operating and maintaining the system (or parts of the system) to demonstrate that the entity (or entities) meet(s) the requirements of Section 12.3 of the Applicant's Handbook, Vol. I.
- c. If different from the permittee, provide a draft document enumerating the enforceable affirmative obligations on the entity to properly operate and maintain the system for its expected life, and documentation of the entity's financial responsibility for long-term maintenance.

- d. If the proposed operation and maintenance entity is not a property owner's association, provide proof of the existence of an entity, or the future acceptance of the system by an entity which will operate and maintain the system.
- e. Provide drafts of all proposed conservation easements, stormwater management system easements, draft property owner's association documents, and plats for the property containing the proposed system.
- f. Provide legal reservations for access to the treatment system for maintenance and operation by future maintenance entities for subdivided projects.
- g. Provide indication of how water and wastewater service will be supplied.
- h. Provide a copy of the boundary survey and/or legal description and acreage of the total land area of contiguous property owned/controlled the applicant.

PART 6: WATER USE

- a. Describe how irrigation will be provided to the project. Identify if the surface water system that will be used for water supply, including landscape irrigation, or recreation.
- b. If a Consumptive Use or Water Use permit has been issued for the project, state the permit number:
- c. If a Consumptive Use or Water Use permit has not been issued for the project, indicate if such a permit will be required and when the application will be submitted.
- d. Indicate how any existing water use wells located within the project site will be utilized or abandoned.

PART 7: SPECIAL BASIN INFORMATION

Is your project within a special basin as described in the applicable Applicant's Handbook, Vol. II?

yes no don't know

If yes, please demonstrate that the project will meet the applicable special basin criteria.

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT

Document Prepared By:

Return to:

Name _____
Agency Name _____
Street Address _____
City, State Zip _____

RE: Permit No.: _____
Grantee: _____
Parcel ID: _____
County: _____

Notice

The _____ hereby gives notice that Environmental Resource Permit No. _____ has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.090(5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland conservation areas, and docking facilities.



Conditions

The Permit is subject to the General Conditions set forth in Rule- 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice Is Not An Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this _____ day of _____ 20 _____.

For Agency

Agency Contact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____
by _____(name and title). He/She is personally known to me or has produced _____
_____ as identification.

[Notary Seal]

Notary Public Signature, State of Florida

Printed, Typed or Stamped Name

Commission/Serial Number _____

My Commission Expires _____

PETITION FOR A FORMAL DETERMINATION OF THE LANDWARD EXTENT OF WETLANDS AND OTHER SURFACE WATERS

Instructions: This form constitutes a petition to the Agency for a formal determination of the extent of wetlands and other surface waters in accordance with Chapter 62-340, F.A.C. Submit this form with the requested copies of supporting information and the non-refundable fee (please contact the appropriate agency for current fee schedule). Refer to Section 62-330.201, F.A.C. for procedural information.

PART 1: APPLICANT AND ASSOCIATED PARTIES INFORMATION

A. OWNER OF PROPERTY		
Name: Last:	First:	Middle:
Title:		Company:
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:
Cell Phone:		Fax:
E-mail Address:		
Will this individual be the representative to accompany staff during the site inspection? <input type="checkbox"/> yes <input type="checkbox"/> no		
B. PETITIONER/ENTITY TO RECEIVE FORMAL DETERMINATION		
Name: Last:	First:	Middle:
Title:		Company:
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:
Cell Phone:		Fax:
E-mail Address:		
Will this individual be the representative to accompany staff during the site inspection? <input type="checkbox"/> yes <input type="checkbox"/> no		
C. AGENT		
Entity Name:	Contact: Last:	First: Middle:
Title:		Company:
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:
Cell Phone:		Fax:
E-mail Address:		
Will this individual be the representative to accompany staff during the site inspection? <input type="checkbox"/> yes <input type="checkbox"/> no		



D. NAME OF INDIVIDUAL WHO ESTABLISHED THE BOUNDARY LINE		
Name: Last:	First:	Middle:
Title:		Company:
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:
Cell Phone:		Fax:
E-mail Address:		
Will this individual be the representative to accompany staff during the site inspection? <input type="checkbox"/> yes <input type="checkbox"/> no		

PART 2: PROJECT INFORMATION

A. Name of Property/Project: _____ Acreage: _____
 Address: _____
 City: _____ County: _____ Zip: _____
 Tax Parcel ID No.: _____ Section/Township/Range: _____

B. Amount of Fee Submitted: _____

C. If the project includes any areas for which Agency permits, applications, declaratory statements or Consent Orders have been received, list name, file numbers, type of activity and provide a copy of all pertinent documents:

DEP: _____

WMD: _____

COE: _____

D. Have you had a pre-application conference with Agency Staff? yes no

If yes, with Whom? _____ Date(s): _____

For What Purpose? _____

E. Have any Agency Staff or USDA/NRCS soil science personnel previously visited the site? yes
 no I'm not sure

If yes, with Whom? _____ Date(s): _____

For What Purpose? _____

F. Briefly describe past and present land use activities within the boundaries of the property for which this determination is sought.

- G. Please provide an original USGS Topo Quad(s) with the property boundaries depicted. USGS Topo Quad Map(s) Name:
- H. Please submit three copies (no photocopies) of blue line, black and white or color prints of recent aerial photographs at a scale of 1 in. equals 200 ft. or more detailed which accurately reflect the current conditions on site. Clearly delineate on the photos the boundaries of the area to be inspected. Show on at least one aerial the direction of surface water flow throughout the property, all major roads and the north bearing. The date and scale of the attached photo(s) is:
- I. Provide a copy of a USDA/NRCS(SCS) soil survey with the project boundaries delineated, if available for the county. The Sheet No.(s) of the soil survey is:
- J. Property boundaries must be clearly flagged or marked in the field prior to the site inspection. Indicate how the boundaries will be identified:
- K. Attach documentation showing petitioner's legal or equitable interest in the property, or if petitioner has the power of eminent domain, please indicate, on an attached paper, by what authority petitioner has such power.
- L. Attach a legal description of the property for which this determination is sought.

In order for your petition to be deemed complete, the Agency must receive five copies of the verified delineation either in the form of certified surveys, depictions on rectified aerial photographs or GPS depictions on aerial photographs of the surveyed delineation.

PART 2: CERTIFICATION

- A. I certify that the petitioner has a legal or equitable interest in the property or that the petitioner is an entity which has the power of eminent domain.
- B. I understand I have to provide any additional information/data that may be necessary to complete this petition.
- C. I am familiar with the information contained in this petition, and to the best of my knowledge and belief, such information is true, complete and accurate. I further certify that I possess the authority to petition for a formal determination in accordance with Section 373.421, F.S., or am acting as the duly authorized agent of person with such authority. I understand that knowingly making any false statement or representation in this petition is a violation of Chapter 373, F.S. and Chapter 837, F.S.

Typed/Printed Name of Petitioner or Agent	Signature of Petitioner or Agent
Corporate Title (if applicable)	Date

AN AGENT MAY SIGN ABOVE IF THE PETITIONER COMPLETES THE FOLLOWING:
 I hereby designate and authorize the agent listed above to act on my behalf as my agent in the processing of this petition for a formal determination and to furnish, upon request, supplemental information in support of the petition. I am familiar with the information contained in this petition, and to the best of my knowledge and belief, such information is true, complete and accurate. I further certify that I possess the authority to petition for a formal determination in accordance with section 373.421, F.S. I understand that knowingly making any false statement or representation in this petition is a violation of Chapter 373, F.S. and Chapter 837, F.S.

Typed/Printed Name of Petitioner

Signature of Petitioner

Corporate Title (if applicable)

Date

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

I certify that I either own the property described in this petition or I have legal authority to allow access to the property, and that I consent to a formal determination being made on the property as described in section 62-340, F.A.C. I authorize representatives or personnel from the Agency to enter the property as many times as may be necessary to make the formal determination and I will provide access throughout the property sufficient to perform the determination. I agree to indemnify and defend the Agency for all liability it may incur from accessing the property including, but not limited to, actions for trespass. I will attach to this petition documentation demonstrating that I am the owner of the property or that I have legal authority to allow access to the property.

Typed/Printed Name

Signature

Corporate Title (if applicable)

Date

PERFORMANCE BOND TO DEMONSTRATE FINANCIAL ASSURANCE FOR MITIGATION

Date bond executed: _____

Effective date: _____

Principal: _____
Legal Name and Business Address of Principal

Type of Organization: Individual
 Joint Venture
 Partnership
 Corporation
 Limited Liability Company

State of Incorporation/organization: _____

Surety(ies): _____
Name(s) and Business Address(es)

Scope of coverage: Maintenance and monitoring of mitigation pursuant to the requirements of permit number _____ issued by _____ (Agency) on _____ including the plans approved by said permit (the Permit).

Total penal sum of bond: _____

Surety's bond number: _____

Period of Coverage: This Bond shall continue to be effective until notification of final release by the Agency. The Agency shall provide this notification of final release within 30 days of determining the mitigation is successful in accordance with Applicant's Handbook v. I, section 10.3.7.4(d), incorporated by reference into Rule 62-330, Florida Administrative Code.



Know All Persons By These Presents, that we, the Principal and Surety(ies) hereto are firmly bound to the _____(Agency) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be full amount of the penal sum.

The conditions of the obligation are such that if the Principal shall successfully complete mitigation, maintenance and monitoring required by Permit, pursuant to all applicable terms of the Permit and all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended, to the satisfaction of the Agency,

The Surety(ies) shall become liable on this Bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Secretary or Executive Director of the Agency that the Principal has been found in violation of the requirements of the Permit by failing to perform the mitigation, maintenance and monitoring activities for which this Bond guarantees performance, the Surety(ies) shall, within 60 days of receiving such notice, either perform such construction and implementation in accordance with the Permit pursuant to the written directions of the Agency, or place funds equaling the total penal sum of this Bond into a standby trust fund or as directed by the Agency.

Upon notification by the Agency that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the Agency during the 90 days following receipt by both the Principal and the Agency of a notice of cancellation of the Bond, the Surety(ies) shall place funds equaling the total penal sum of this Bond into a standby trust fund or as directed by the Agency.

The Surety(ies) hereby waive(s) notification of amendments to the _____ mitigation plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this Bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum shown on the face of the Bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and the Agency; provided, however that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Agency, as evidenced by the return receipts.

The Principal may terminate this Bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the Bond by the Agency.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this Performance Bond is in substantial conformance with that specified in Form No. 62-330.301(1) which has been incorporated by reference in paragraph 62-330.301(5)(b) of the Florida Administrative Code. Permittee shall note all deviations from the form on the face of the instrument and identify to the agency such changes for Agency's review and approval.

PRINCIPAL

CORPORATE SURETY(IES)
For each co-surety provide the following

Signature

Name and Address

Type Name and Title

State of Incorporation

Liability Limit \$ _____

Signature

Type Name and Title

Corporate Seal

Corporate Seal

IRREVOCABLE LETTER OF CREDIT TO DEMONSTRATE FINANCIAL ASSURANCE FOR MITIGATION

Irrevocable letter of Credit No. _____ Dated _____

Beneficiary _____ Account Party _____

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in your favor, at the request and for the account of

Permittee's Name and Address

up to the aggregate amount of _____

In Words

U.S. dollars \$ _____, available upon presentation of

- (1) your sight draft, bearing reference to this letter of credit No. _____, and
- (2) your signed statement reading as follows "I certify that the amount of the draft is payable pursuant to that certain Permit No. _____, dated _____, issued by the Agency".

This letter of credit is effective as of _____ and shall expire on _____ but such expiration date shall be automatically extended without amendment for additional periods of one year from the present or future expiration date unless, at least 120 days before the current expiration date, we notify both you and [_____] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and [_____] as shown on the signed return receipts.



Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the _____, in accordance with your instructions.
Name of Trust Fund

We certify that the wording of this letter of credit is in substantial conformance with that specified in Form No. 62-330.301(2) which has been incorporated by reference in paragraph 62-330.301(5)(b) of the Florida Administrative Code. Permittee shall note all deviations from the form on the face of the instrument and identify to the agency such changes for Agency's review and approval.

Signature(s), Title(s) of Official(s) of Issuing Institution

Date

This credit is subject to _____

Insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce," or "the Uniform Commercial Code of Florida"

**STANDBY TRUST FUND AGREEMENT
TO DEMONSTRATE FINANCIAL ASSURANCE
FOR MITIGATION**

THIS TRUST AGREEMENT, the "Agreement," is entered into as of _____ by
and
between _____
a _____ (the Grantor),
and _____
_____ (the Trustee.)

WHEREAS, Grantor is the owner of certain real property in _____ County, Florida, and has received from the _____ ("Agency") that certain permit number _____ ("Permit") which authorizes mitigation;

WHEREAS, the Agency, created under Section 20.255 or 373.069 of the Florida Statutes, has established certain regulations applicable to the Grantor, requiring that the Permittee shall provide assurance that funds will be available when needed for corrective action if Grantor fails to construct, implement, monitor, and maintain the mitigation,

WHEREAS, the Grantor has elected to establish a
to provide all or part of such financial assurance for the _____ Permit identified herein and, is required to establish a standby trust fund able to accept payments from that instrument,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the _____ who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means _____ the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "Agency" means the _____, a public entity in the State of Florida or any successor thereof.



Section 2. Identification of Cost Estimates. This Agreement pertains to the cost estimate to monitor and maintain the mitigation of the _____ Permit identified in Attachment A hereto.

Section 3. Standby Trust. This trust shall remain dormant until funded with the proceeds from the financial mechanism listed on Attachment "A". The Trustee shall have no duties or responsibilities beyond safekeeping this Document. Upon funding this trust shall become active and be administered pursuant to the terms of this instrument.

Section 4. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the Fund), for the benefit of the Agency. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as a standby to receive payments and shall not consist of any property. Payments made by the Grantor pursuant to the Agency's instructions are transferred to the Trustee and referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST for the benefit of the Agency, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Agency.

Section 5. Initial Payments Comprising the Fund. Initial Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee and shall consist initially of proceeds from the _____ identified in Attachment A hereto.

Section 6. Additional Payments to the Fund. After the initial deposit of principal into the Fund, the Grantor shall increase the principal if so required by the Agency pursuant to its administrative regulations and the requirements of the Permit. Such deposit may be in cash or securities.

Section 7. Payment for Completing Construction and Implementation. The Trustee shall make payments from the Fund as the Secretary or Executive Director of the Agency, or designee, shall direct in writing to provide for the payment of the costs of completing construction and implementation of the mitigation covered by this Agreement pursuant to the requirements of the permit. The Trustee shall reimburse persons specified by the Agency from the Fund for monitoring and maintenance expenditures in such amounts as the Agency shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Agency specifies in writing as unnecessary or excessive corpus for purposes of the trust. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

The Fund may not be drawn upon to cover any of the following:

- (a) Any obligation of Grantor under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of Grantor arising from, and in the course of employment by Grantor;
- (c) Bodily injury or non-realty property damage arising from the ownership, maintenance, use, or entrustment to others by Grantor of any aircraft, motor vehicle, or watercraft;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Grantor that is not the direct result of the construction and implementation of the Mitigation; or

- (e) Bodily injury or property damage for which Grantor is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Section 8. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any of its affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a state government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a state government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 9. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 10. Express Power of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or a State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 11. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 12. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Agency a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of the Grantor or the Agency to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Agency shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 13. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 14. Trustee Compensation. Grantor shall pay the Trustee any necessary fees for services rendered. Where the Grantor is no longer in existence, the Trustee is authorized to charge against the Trust its published Trust fee schedule in effect at the time services are rendered. However, all Trustee compensation charged against the Trust shall be paid from trust income, unless the Agency authorizes in writing payment from the trust principal.

Section 15. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee, the successor is approved by the Agency, and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Agency may nominate a successor. If the Agency does not act, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Agency, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 14.

Section 16. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by _____ or such other designees as the Grantor may designate by amendment to this agreement. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Agency to the Trustee shall be in writing, signed by the Agency's Secretary or Executive Director, or designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person

to act on behalf of the Grantor or the Agency hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the Agency, except as provided for herein.

Section 17. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Agency, or by the Trustee and the Agency if the Grantor dies, is legally incapacitated, is administratively or judicially dissolved or otherwise ceases to exist.

Section 18. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 17, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Agency, or by the Trustee and the Agency, if the Grantor dies, is legally incapacitated, is administratively or judicially dissolved or otherwise ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered pursuant to the written agreement terminating the trust or, where Grantor has ceased to exist, then to the Agency.

Section 19. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Agency issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 20. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida.

Section 21. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

Signature of Grantor

Title

Signature of Trustee

Title

Attest:

Title
Seal

Attest:

Title
Seal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ of _____, a Florida corporation,
on behalf of the corporation. Such person did not take an oath and:

_____ is/are personally known to me
_____ produced a current Florida driver's license as identification
_____ produced _____ as identification

Signature of Notary

(Notary Seal)

Name of Notary (typed, printed or stamped)
Commission number (if not legible on seal) _____
My commission expires: (if not legible on seal) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ of _____ Bank, on behalf of the
corporation. Such person did not take an oath and :

_____ is/are personally known to me
_____ produced a current Florida driver's license as identification
_____ produced _____ as identification

Signature of Notary

(Notary Seal)

Name of Notary (typed, printed or stamped)
Commission number (if not legible on seal) _____
My commission expires: (if not legible on seal) _____

ATTACHMENT A

[NAME OF SURETY BOND OR IRREVOCABLE LETTER OF CREDIT]

TRUST FUND AGREEMENT TO DEMONSTRATE FINANCIAL ASSURANCE FOR MITIGATION

THIS TRUST AGREEMENT, the "Agreement," is entered into as of _____ by and between _____
a _____ (the Grantor,) and _____
_____ (the Trustee.)

WHEREAS, Grantor is the owner of certain real property in _____ County, Florida, and has received from the _____ ("Agency") that certain permit number _____ ("Permit") which authorizes mitigation;

WHEREAS, the Agency, a Florida agency created under Section 20.255 or 373.069 of the Florida Statutes, has established certain regulations applicable to the Grantor, requiring that the Permittee shall provide assurance that funds will be available when needed for corrective action if Grantor fails to construct, implement, monitor, and maintain the mitigation pursuant to the requirements of the Permit,

WHEREAS, the Grantor has elected to establish this trust fund agreement to provide such financial assurance for the mitigation described in the _____ Permit identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the _____ who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means _____ the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "Agency" means the _____, a public entity in the State of Florida or any successor thereof.

Section 2. Identification of Cost Estimates. This Agreement pertains to the cost estimate for monitoring and maintaining the mitigation required by the Permit identified in Attachment A hereto.



Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the Fund), for the benefit of the Agency (hereafter sometimes referred to as the "Beneficiary") The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established by the Grantor's deposit of \$_____ into the Fund. Such monies and other monies subsequently placed in the Fund are referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, for the benefit of the Agency as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Agency.

Section 4. Additional Payments Into the Fund. After the initial deposit of principal into the Fund, the Grantor shall increase the principal if so required by the Agency pursuant to its administrative regulations and the requirements of the Permit. Such deposit may be in cash or securities.

Section 5. Payment for Completing Construction and Implementation and Undertaking Perpetual Management Activities. The Trustee shall make payments from the Fund as the Secretary or Executive Director of the Agency, or designee, shall direct in writing to provide for the payment of the costs of completing construction and implementation of the mitigation and undertaking activities to provide for the monitoring and maintenance of the mitigation covered by this Agreement pursuant to the requirements of the Permit. The Trustee shall reimburse persons specified by the Agency from the Fund for monitoring and maintenance expenditures in such amounts as the Agency shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Agency specifies in writing as unnecessary or excessive corpus for purposes of the trust. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

The Fund may not be drawn upon to cover any of the following:

- (a) Any obligation of Grantor under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of Grantor arising from, and in the course of employment by Grantor;
- (c) Bodily injury or non-realty property damage arising from the ownership, maintenance, use, or entrustment to others by Grantor of any aircraft, motor vehicle, or watercraft;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Grantor that is not the direct result of the construction and implementation of the Mitigation; or
- (e) Bodily injury or property damage for which Grantor is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any of its affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a state government;

- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a state government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Power of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or a State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trust shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Agency a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of the Grantor or the Agency to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Agency shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. Grantor shall pay the Trustee any necessary fees for services rendered. Where the Grantor is no longer in existence, the Trustee is authorized to charge against the Trust its published Trust fee schedule in effect at the time services are rendered. However, all Trustee compensation charged against the Trust shall be paid only from trust income unless the Agency authorizes payment from the trust principal in writing.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee, the successor is approved by the Agency, and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Agency may nominate a successor. If the Agency does not act, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Agency, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 12.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by _____ or such other designees as the Grantor may designate by amendment to this agreement. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Agency to the Trustee shall be in writing, signed by the Agency's Secretary or Executive Director, or designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Agency hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the Agency, except as provided for herein.

Section 15. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Agency, or by the Trustee and the Agency if the Grantor dies, is legally incapacitated, is administratively or judicially dissolved or otherwise ceases to exist.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 15, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Agency, or by the Trustee and the Agency, if the Grantor dies, is legally incapacitated, is administratively or judicially dissolved or otherwise ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered pursuant to the written agreement terminating the trust or where Grantor has ceased to exist, then to the Agency.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Agency issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 18. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida.

Section 19. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

Signature of Grantor

Signature of Trustee

Title

Title

Attest:

Attest:

Title

Title

Seal

Seal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __, by _____, the _____ of _____, a Florida corporation, on behalf of the corporation. Such person did not take an oath and:

_____ is/are personally known to me
_____ produced a current Florida driver's license as identification
_____ produced _____ as identification

Signature of Notary

(Notary Seal)

Name of Notary (typed, printed or stamped)
Commission number (if not legible on seal) _____
My commission expires: (if not legible on seal) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __, by _____, the _____ of _____ Bank, on behalf of the corporation. Such person did not take an oath and:

_____ is/are personally known to me
_____ produced a current Florida driver's license as identification
_____ produced _____ as identification

Signature of Notary

(Notary Seal)

Name of Notary (typed, printed or stamped)
Commission number (if not legible on seal) _____
My commission expires: (if not legible on seal) _____

ATTACHMENT A
MITIGATION COST ESTIMATE

ESCROW AGREEMENT

Regarding Permit No. _____

This Escrow Agreement is made as of _____, 20___, by and among _____, ("Agency") which issued Permit No. _____ to _____, ("Permittee"), (Agency and Permittee are collectively referred to as the "Parties") and

WHEREAS, pursuant to the terms of the Permit, the Permittee is required to provide financial assurance for its performance of the mitigation required by the Permit, and

WHEREAS, to satisfy its obligation to provide financial assurance, the Permittee desires to establish an interest bearing Escrow Account with the Department of Financial Services, Division of Treasury, a governmental entity organized under the laws of the State of Florida, as Escrow Agent ("Escrow Agent").

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings set forth in the Permit.
2. The Parties agree to establish a restricted account (the "Account") with Escrow Agent, to be held in trust and applied only as provided in this Escrow Agreement. An initial deposit in the amount of \$ _____ shall be deposited by the Permittee in the Account.
3. The Agency representative [name representative and/or position] or designee shall be the sole signatory(ies) on the Account with Escrow Agent and shall have sole authority to authorize distributions from the Account. Upon Escrow Agent's receipt of a written direction from the Agency representative, the Escrow Agent shall distribute funds from the Account. The Agency shall be responsible for providing to the Escrow Agent all payee information, such as payee federal identification number and payment mailing address. The Escrow Agent is acting in an administrative and not discretionary role, and shall be obligated to act only in accordance with the terms and provisions herein.
4. The Agency shall direct distributions from the Escrow for the sole and exclusive purpose of paying or reimbursing the costs of performance of the Permittee's obligations under the Permit which it has failed to perform; or paying or reimbursing the costs of correcting, repairing or restoring those actions and activities of the Permittee in performing its obligations where the efforts or results of Permittee are not in compliance with the terms of the Permit.
5. Investments of moneys in the escrow account shall be made in accordance with Chapter 17, Florida Statutes, with due regard for the times as which withdrawals are expected to be made. All income, interest and proceeds of such investment shall accrue to the Account. Any amounts remaining in the Account after the end date of this agreement shall be [describe disposition of residual funds]. The Permittee shall compensate the Escrow Agent according to Section 17.61, Florida Statutes. Interest on the escrow balance thereafter shall be credited to the Permittee.
6. Within 15 days after the end of each month, and at such other times as the Agency, Permittee and the Escrow Agent agree, the Escrow Agent shall deliver to the Agency and Permittee a statement in reasonable detail showing, as of the date of such statement: (a) the amount of cash held in the Account and (b) the amount of earnings credited to the Account.



7. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

9. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

10. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith. Permittee shall indemnify and hold harmless and defend the Escrow Agent, from and against any and all claims, costs, expenses, damages and losses in connection with the performance by the Escrow Agent of its obligations under this Escrow Agreement, except any such claims, costs, expenses, damages and losses by the gross negligence or willful default of the Escrow Agent.

In WITNESS WHEREOF, the parties have executed this Escrow Agreement as of _____.

PERMITTEE:

[insert name]

BY: _____

Name: _____

Title: _____

Date: _____

Address: _____

Federal Employer Identification Number: _____

AGENCY

[insert name]

By: _____

Name: _____

Date: _____

Address: _____

ESCROW AGENT:

STATE OF FLORIDA, DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY

BY: _____

Name: _____

Title: _____

Date: _____

Address: 1801 Hermitage Blvd., Suite 470
Tallahassee, FL 32308

Attach/insert the
AUTHORIZED SIGNATURE CERTIFICATION

DEED OF CONSERVATION EASEMENT STANDARD

Prepared by:

Return original or certified recorded document to: A

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by _____ ("Grantor") whose mailing address is _____ to _____ ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in _____ County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in _____ County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of _____ County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20____.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____
 (corporation), a Florida corporation, or _____
_____ (choose one) and acknowledged that he/she executed the same on behalf of said

corporation, or _____ (*choose one*) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____ given by _____("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____,(together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____ applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

_____ day of _____, 20_____.

By: _____
(Signature)

(Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

DEED OF CONSERVATION EASEMENT STANDARD WITH THIRD PARTY BENEFICIARY RIGHTS

Prepared by:

Return original or certified recorded document to:

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by _____ ("Grantor") whose mailing address is _____ to _____ ("Grantee") with third party enforcement rights to the _____ ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantee" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in _____ County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.



The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. Rights of the Third Party Beneficiary. The Third Party Beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Third Party Beneficiary at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Third Party Beneficiary. The Grantee shall consider any comments or objections from the Third Party Beneficiary when making the final decision to release or amend this Conservation Easement.

6. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. Grantee's and Third Party Beneficiary's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee and Third Party Beneficiary

shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. Third Party Beneficiary's Enforcement Rights. The Third Party Beneficiary of this Conservation Easement, shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

11. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

12. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

13. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

14. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in _____ County, Florida.

16. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of _____ County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20____.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA
COUNTY OF _____

On this _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____
 (corporation), a Florida corporation, or _____
_____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver’s license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____, given by _____ (“Grantor”) to _____ (“Mortgagee”), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____ applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

_____ day of _____, 20_____.

By: _____
(Signature)

(Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

DEED OF CONSERVATION EASEMENT PASSIVE RECREATIONAL USES

Prepared by:

Return original or certified recorded document to:

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by _____ ("Grantor") whose mailing address is _____ to _____ ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in _____ County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.



The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or

successors-in-interest, which shall be filed in the public records in _____ County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of _____ County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. Passive Recreational Facilities. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit (including any modification thereto) or Management Plan, and that are not inconsistent with any rule of the Grantee, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be constructed with the following limitations:

a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, _____, and local permitting requirements.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ (“Grantor”) has

hereunto set its authorized hand this _____ day of _____, 20____.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____ applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

_____ day of _____, 20__.

By: _____
(Signature)

(Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

DEED OF CONSERVATION EASEMENT RIPARIAN USES

Prepared by:

Return original or certified recorded document to:

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by _____ ("Grantor") whose mailing address is _____

_____ to _____ ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in _____ County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto). It is the further purpose of this Conservation Easement to prevent the construction and operation of docks, piers, boardwalks, or other preemptive structures that would extend through the Conservation Easement Area onto adjacent sovereignty submerged lands except as approved in the Permit (or any modification thereto) or Management Plan.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in _____ County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of _____ County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. Riparian Rights. This Conservation Easement shall convey to Grantee Grantor's riparian rights of ingress and egress for boat docks, piers, boardwalks, and other preemptive structures and activities associated with the Conservation Easement Area except as necessary to construct, use, and maintain the structures and activities approved in the Permit (or any modification thereto) or Management Plan. The Grantor specifically reserves the right to conduct limited vegetation removal and clearing necessary for constructing boat docks, piers, adjoining boardwalks, and other preemptive structures and activities described in the Permit (or any modification thereto) or Management Plan. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Area. This reservation does not release the Grantor from the duty of obtaining any necessary _____, federal, state or local government permit authorizations or state-owned lands approvals for construction of the structures. The Grantor specifically reserves its riparian rights of swimming, wading, and fishing, and, to the extent consistent with this Conservation Easement, its riparian right of boating.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ ("Grantor") has hereunto set its authorized hand this _____ day of _____, 20____.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____, given by _____("Grantor") to _____("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____,(together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____ applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

_____ day of _____, 20_____.

By: _____
(Signature)

(Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

DEED OF CONSERVATION EASEMENT FOR LOCAL GOVERNMENTS

Prepared by:

Return original or certified recorded document to:

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by _____, a political subdivision of the State of Florida, _____ ("Grantor") whose mailing address is _____ to _____ ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in _____ County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

9. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

10. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

11. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

12. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in _____ County, Florida.

13. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of _____ County, Florida, and shall rerecord it at any time Grantee may require

to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20____.

A political subdivision of the State of Florida

By: _____
(Signature)

(Print Name and Title)

ATTEST:

By: _____
Deputy Clerk

Date: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____ given by _____ (“Grantor”) to _____ (“Mortgagee”), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____ applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

_____ day of _____, 20_____.

By: _____
(Signature)

(Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION AREA]

EXHIBIT C

[PERMIT AND/OR MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

**DEED OF CONSERVATION EASEMENT
THIRD PARTY BENEFICIARY RIGHTS TO USACE**

Prepared by:

Return original or certified recorded document to:

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by _____ ("Grantor") whose mailing address is _____

to _____ ("Grantee") with third party enforcement rights to the _____ ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantee" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in _____ County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the U.S. Army Corps of Engineers Permit No. _____ (Corps Permit) authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit B as mitigation for such activities;

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby



acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit (or any modification thereof) or in a Management Plan which has been approved in writing by the Grantee):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. Rights of the U.S. Army Corps of Engineers ("Corps"). The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend this Conservation Easement.

6. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. Grantee's and Third Party Beneficiary's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee and Third Party Beneficiary shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. Third Party Beneficiary's Enforcement Rights. The Third Party Beneficiary of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

11. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

12. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

13. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

14. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in _____ County, Florida.

16. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of _____ County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any

recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ (“Grantor”) has

hereunto set its authorized hand this _____ day of _____, 20____.

A Florida corporation or _____ (*choose one*)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA
COUNTY OF _____

On this _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (*choose one*) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (*choose one*) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver’s license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____ given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____ applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

_____ day of _____, 20__.

By: _____
(Signature)

(Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

DECLARATION OF RESTRICTIVE COVENANTS

Prepared by:

Return original or certified recorded document to:

THIS DECLARATION OF CONSERVATION COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this _____ day of _____, 20____, by _____
_____ (property owner(s))

(Note: Name should be listed the same way as the deed identifying the property owner(s)) ("Declarant").

As used herein, the term "Declarant" shall include any and all heirs, successors or assigns of the Declarant, and all subsequent owners of the "Property" (as hereinafter defined).

RECITALS AND CONSERVATION PURPOSES

WHEREAS, the Declarant is the sole owner in fee simple of certain real property ("Property") located in _____ County, Florida, which is more fully described in Exhibit "A" attached hereto and made a part hereof *(Note: attach as Exhibit A the legal description of the Property)*; and

WHEREAS, Permit No. _____ ("Permit"), and any modifications thereto issued by the _____, ("Agency") authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, Grantor makes this Declaration as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, it is the purpose of this Declaration, and it is Declarant's intent, to place restrictions, covenants and conditions on the Property for the following purposes:

1. To retain land or water areas in their natural condition, or in accordance with the Permit, in an enhanced, restored or created condition; and



2. To prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural condition, or in accordance with an enhanced, restored or created condition required by the Permit.

WHEREAS, the Declarant, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Agency, is agreeable to placing and does place the restrictions, covenants, and conditions over the Property pursuant to, and in accordance with, the provisions of Section 704.06, Florida Statutes, and the Permit.

NOW THEREFORE, Declarant hereby unconditionally and irrevocably declares and covenants with the Agency that the Property shall be held and subject to the restrictions and conditions as set forth herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property.

ARTICLE I. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this Declaration is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Declaration. Those wetland and upland areas of the Property that are to be enhanced, created or restored pursuant to the Permit shall be retained and maintained in the enhanced, created or restored conditions required by the Permit.

Except for activities that are permitted or required by the Permit (or any modification thereto) or any Permit Management Plan, any activity on or use of the Property inconsistent with the purpose of this Declaration is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

- a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- c) Removing, destroying or trimming trees, shrubs, or other vegetation, except:

- i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
- ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
- iii. Activities authorized by the Permit or described in a Permit Management Plan or otherwise approved in writing by the Agency are authorized; and
- iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Agency are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Declarant shall notify the Agency in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Agency approved the plan;
 - d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - e) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;
 - f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;
 - g) Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - h) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

ARTICLE II. ACCESS, ENFORCEMENT AND REMEDIES

A. Access. Declarant and its successors and assigns shall hereby grant site access to the Agency or its successors and assigns, with any necessary equipment or vehicles, for the purpose of determining compliance with this Declaration. This Declaration does not convey to the public the right to enter the Property for any purpose whatsoever.

B. Enforcement. The terms and conditions of this Declaration may be enforced by the Agency and its assigns at law or equity, at the Agency's reasonable discretion, to prevent the occurrence

of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use that is inconsistent with this Declaration. Any forbearance on behalf of the Agency to exercise its rights in the event of the failure of Declarant to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the Agency's rights hereunder in the event of any subsequent failure of the Declarant to comply. Agency shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of this Declaration.

ARTICLE III. DURATION AND APPLICABILITY

A. Duration. It is the intention of Declarant that the restrictions contained in this Declaration shall run with the land and with the title to the Property in perpetuity, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Declarant and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

B. Applicability. Every provision of this Declaration that applies to the Declarant or Agency shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

ARTICLE IV. MISCELLANEOUS

A. Owner's Rights. The Declarant, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the Permit (or any modification thereto), Permit Management Plan, or the intent and purposes of this Declaration. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted upon written approval by the Agency.

B. Taxes. When perpetual maintenance is required by the Permit, Declarant shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the Agency with satisfactory evidence of payment upon request.

C. Termination or Modification. This Declaration shall not be terminated or modified without the express written consent of the Agency. Any agreed upon modification shall be recorded in the public records of _____ County, Florida.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with

respect to this Declaration.

E. Severability. If any provision of this Declaration or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Declaration shall not be affected thereby, as long as the purpose of the Declaration is preserved.

F. Terms and Restrictions. The Declarant shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Declarant divests itself of any interest in the Property.

G. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or success-in-interest.

H. Recording. Declarant shall record this instrument in a timely fashion in the official records of _____ County, Florida and shall re-record it at any time as may be required to preserve the Declaration. Declarant shall pay all recording costs and taxes necessary to record this Declaration in the public records.

I. Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this Declaration shall be binding upon Declarant and shall run in perpetuity with the Property.

J. Declarant states that Declarant is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration; all mortgages and liens on the Property, if any, have been subordinated to this Declaration; and that Declarant has good right and lawful authority to make this Declaration.

IN WITNESS WHEREOF, Declarant has hereunto set its authorized hand the day and year first above written.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA
COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

Name: _____
(Print)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____, given by _____("Declarant") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "A" which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Declaration of Restrictive Covenants ("Declaration"), executed by _____, in favor of _____ applicable to the Declaration with the intent that the Mortgage shall be subject and subordinate to the Declaration.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this _____ day of _____, 20_____.

By: _____ (Signature) _____ (Mortgagee)

Name: _____

Title: _____ (Print)

WITNESSES:

By: _____ (Signature) By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (print name), as _____ (title) of _____, on behalf of the _____ (Mortgagor). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]

Prepared by:

Return original or certified
recorded document to:

**JOINT DEED OF CONSERVATION EASEMENT – STANDARD
(within Broward County)**

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this ____ day of _____, 20__ by _____ ("Grantor") whose mailing address is _____ to the (choose South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406) and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Broward County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, South Florida Water Management District Permit No. _____ (or Florida Department of Environmental Protection Permit No. _____) ("Permit") and Broward County License No. _____ ("License") (collectively "Permit and License") and any modifications thereto issued by the Grantees authorize certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

WHEREAS, Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to

granting and securing to the Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit and License solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and License, in a preserved, enhanced, restored, or created condition,

NOW, THEREFORE, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of Grantees upon the Conservation Easement Area described on Exhibit "B" which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantees by this Conservation Easement:

- a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not

unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

- b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.
3. Prohibited Uses. Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:
- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit and License, described in the Management Plan, or otherwise approved in writing by Grantees are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by Grantees are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantees in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;

- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
 - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
 - g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
6. **Grantees' Liability.** Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
7. **Enforcement.** Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
8. **Taxes.** When perpetual maintenance is required by the Permit or License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish Grantees with satisfactory evidence of payment upon request.

9. Assignment. Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.
10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in this Conservation Easement.
12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantees forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20__.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____
 (corporation), a Florida corporation, or _____
_____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver’s license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of South Florida Water Management District and Broward County applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this ___ day of _____, 20__.

By: _____ (Signature) _____ (Mortgagee)

Name: _____

Title: _____ (Print)

WITNESSES:

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of this Conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

Prepared by:

Return original or certified
recorded document to:
Broward County Environmental Protection
and Growth Management Department
Environmental Licensing
and Building Permitting Division
1 North University Drive, Suite 201
Plantation, Florida 33324

**JOINT DEED OF CONSERVATION EASEMENT
STANDARD WITH THIRD PARTY BENEFICIARY RIGHTS (within Broward County)**

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement")
is given this _____ day of _____, 20__
by _____ ("Grantor") whose mailing address
is _____

to the (choose South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406) and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"), with third party enforcement rights to _____. As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Broward County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, South Florida Water Management District Permit No. _____ (or) Florida Department of Environmental Protection Permit No. ("Permit") and Broward County License No. _____ ("License") (collectively "Permit and License") and any modifications thereto issued by Grantee authorize certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

WHEREAS, Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit and License, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and License, in a preserved, enhanced, restored, or created condition,

NOW, THEREFORE, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of Grantees upon the Conservation Easement Area of the Property described on Exhibit "B" which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantees by this easement:

- a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this easement, and to

enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

- b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.
3. Prohibited Uses. Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:
- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit and License described in the Management Plan or otherwise approved in writing by Grantees are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by Grantees is authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantees in writing of its intent to

commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;

- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
 - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
 - g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
5. Rights of the Third Party Beneficiary. The Third Party Beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:
- a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;
 - b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;
 - c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and
 - d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement

and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

- e. Grantor, including their successors or assigns, shall provide the Third Party Beneficiary at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. Grantees shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Third Party Beneficiary. Grantees shall consider any comments or objections from the Third Party Beneficiary when making the final decision to release or amend this Conservation Easement.
6. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
 7. Grantees' and Third Party Beneficiarys' Liability. Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees and Third Party Beneficiary shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
 8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
 9. Third Party Beneficiary's Enforcement Rights. The Third Party Beneficiary of this Conservation Easement, shall have all the rights of Grantees under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
 10. Taxes. When perpetual maintenance is required by the Permit or License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and

charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish Grantees with satisfactory evidence of payment upon request.

11. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.
12. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
13. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.
14. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
15. **Modifications.** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Broward County, Florida.
16. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantees forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement Area; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful

authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20__.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____
 (corporation), a Florida corporation, or _____
(choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver’s license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of South Florida Water Management District and Broward County applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this ___ day of _____, 20__.

By: _____ (Signature) _____ (Mortgagee)

Name: _____

Title: _____ (Print)

WITNESSES:

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of this Conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

Prepared by:

Return original or certified
recorded document to:
Broward County Environmental Protection
and Growth Management Department
Environmental Licensing
and Building Permitting Division
1 North University Drive, Suite 201
Plantation, Florida 33324

**JOINT DEED OF CONSERVATION EASEMENT - PASSIVE RECREATIONAL USES
(within Broward County)**

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement")
is given this _____ day of _____, 20__
by _____ ("Grantor") whose mailing address
is _____

to the (choose South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406) and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"), with third party enforcement rights to _____. As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Broward County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, South Florida Water Management District Permit No. _____ (or) Florida Department of Environmental Protection Permit No. _____ ("Permit") and Broward County License No. _____ ("License") (collectively "Permit and License") and any modifications thereto issued by Grantee authorizes certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit and License, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and License, in a preserved, enhanced, restored, or created condition,

NOW, THEREFORE, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of Grantees upon the Conservation Area described on Exhibit "B" which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantees by this easement:

- a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance

with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

- b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.
3. Prohibited Uses. Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:
- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit and License described in the Management Plan or otherwise approved in writing by the Grantees are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantees is authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantees in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;

- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
 - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
 - g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
6. Grantees' Liability. Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
8. Taxes. When perpetual maintenance is required by the Permit and License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish Grantees with satisfactory evidence of payment upon request.

9. Assignment. Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.
10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.
12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Broward County, Florida.
14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.
15. Passive Recreational Facilities. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit and License (including any modifications thereto) and any Management Plan, and that are not inconsistent with any rule of Grantees, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be constructed with the following limitations:
 - a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

- b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:
- i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;
 - ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;
 - iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;
 - iv. This Conservation Easement shall not constitute authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, the South Florida Water Management District, Broward County, and any local permitting requirements.

TO HAVE AND TO HOLD unto Grantees forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement Area shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement Area; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement Area; that Grantor has good right and lawful authority to convey this Conservation Easement Area; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20__.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____
 (corporation), a Florida corporation, or _____
(choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver’s license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of South Florida Water Management District and Broward County applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this ___ day of _____, 20__.

By: _____ (Signature) _____ (Mortgagee)

Name: _____

Title: _____ (Print)

WITNESSES:

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of this Conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____ (Signature)

_____ (Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

Prepared by:

Return original or certified
recorded document to:

**JOINT DEED OF CONSERVATION EASEMENT – RIPARIAN USES (within Broward
County)**

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this ____ day of _____, 20____ by _____ ("Grantor") whose mailing address is _____ to the (choose South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406) and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Broward County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, South Florida Water Management District Permit No. _____ (or) Florida Department of Environmental Protection Permit No. _____ ("Permit") and Broward County License No. _____ ("License") (collectively "Permit and License") and any modifications thereto issued by the Grantees authorize certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

WHEREAS, Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit and License, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and License, in a preserved, enhanced, restored, or created condition,

NOW, THEREFORE, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement Area described on Exhibit "B" which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto). It is the further purpose of this Conservation Easement to prevent the construction and operation of docks, piers, boardwalks, or other preemptive structures that would extend through the Conservation Easement Area onto adjacent sovereignty submerged lands except as approved in the Permit and Licenses (or any modifications thereto) or Management Plan.

To carry out this purpose, the following rights are conveyed to Grantees by this Conservation Easement:

- a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and
 - b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.
3. Prohibited Uses. Except for activities that are permitted or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:
- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit and License, described in the Management Plan or otherwise approved in writing by Grantees are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by Grantees are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantees in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;

- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
 - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
 - g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit or License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
6. **Grantees' Liability.** Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
7. **Enforcement.** Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
8. **Taxes.** When perpetual maintenance is required by the Permit or License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish Grantees with satisfactory evidence of payment upon request.

9. Assignment. Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.
10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in this Conservation Easement.
12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.
15. Riparian Rights. This Conservation Easement shall convey to Grantee Grantor's riparian rights of ingress and egress for boat docks, piers, boardwalks, and other preemptive structures and activities associated with the Conservation Easement Area except as necessary to construct, use, and maintain the structures and activities approved in the Permit and License (or any modifications thereto) or Management Plan (if any). Grantor specifically reserves the right to conduct limited vegetation removal and clearing necessary for constructing boat docks, piers, adjoining boardwalks, and other preemptive structures and activities described in the Permit and License (or any modifications thereto) or Management Plan (if any). Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Area. This reservation does not release Grantor from the duty of obtaining any necessary South Florida Water Management District, Broward County, federal, state or other local government permit authorizations or state-owned lands approvals for construction of the structures. Grantor specifically reserves its riparian rights of swimming,

wading, and fishing, and, to the extent consistent with this Conservation Easement Area, its riparian right of boating.

TO HAVE AND TO HOLD unto Grantees forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement Area; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20__.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____
 (corporation), a Florida corporation, or _____
(choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver’s license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of South Florida Water Management District and Broward County applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this ___ day of _____, 20__.

By: _____ (Signature) _____ (Mortgagee)

Name: _____

Title: _____ (Print)

WITNESSES:

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of this Conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____ (Signature)

_____ (Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

Prepared by:

Return original or certified
recorded document to:

**JOINT DEED OF CONSERVATION EASEMENT – LOCAL GOVERNMENTS (within
Broward County)**

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement")
is given this ____ day of _____, 20__ by _____
("Grantor") whose mailing address is _____
_____ to the (choose South Florida Water Management
District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of
Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West
Palm Beach, FL 33406) and Broward County, a political subdivision of the state of Florida,
115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively
referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all
heirs, successors or assigns of Grantor, and all subsequent owners of the "Conservation
Easement Area" (as hereinafter defined) and the term "Grantees" shall include any
successor or assignee of Grantees.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Broward
County, Florida, and more specifically described on the location map in Exhibit "A"
attached hereto and incorporated herein (the "Property"); and

WHEREAS, South Florida Water Management District Permit No.
_____ (or) Florida Department of Environmental Protection Permit No.
_____ "Permit") and Broward County License No. _____
("License") (collectively "Permit and License") and any modifications thereto issued by
Grantees authorize certain activities which could affect wetlands, surface waters, or other
aquatic resources in or of the State of Florida; and

WHEREAS, Grantor, in consideration of the consent granted by the Permit and
License or other good and valuable consideration provided to Grantor, is agreeable to

granting and securing to Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit and License, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and License, in a preserved, enhanced, restored, or created condition,

NOW, THEREFORE, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of Grantees upon the Conservation Easement Area described on Exhibit "B" which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantees by this Conservation Easement:

- a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not

unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

- b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.
3. Prohibited Uses. Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:
- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit and License, or described in the Management Plan, or otherwise approved in writing by Grantees are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by Grantees are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantees in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;
 - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

- e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
 - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
 - g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
6. Grantees' Liability. Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
8. Assignment. Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.
9. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as

long as the purpose of the Conservation Easement is preserved.

10. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in this Conservation Easement.
11. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
12. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
13. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantees forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ (“Grantor”)

has hereunto set its authorized hand this ____ day of _____, 20__ .

A political subdivision of the State of Florida

By: _____
(Signature)

(Print Name and Title)

ATTEST:

By: _____ Date: _____

Deputy Clerk

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of South Florida Water Management District and Broward County applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this ___ day of _____, 20__.

By: _____ (Signature) _____ (Mortgagee)

Name: _____

Title: _____ (Print)

WITNESSES:

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of this Conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____ (Signature)

_____ (Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION AREA]

EXHIBIT C

[PERMIT AND/OR MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

Prepared by:

Return original or certified
recorded document to:

**JOINT DEED OF CONSERVATION EASEMENT
THIRD PARTY BENEFICIARY RIGHTS TO THE U.S. ARMY CORPS OF ENGINEERS
(within Broward County)**

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this ____ day of _____, 20__ by _____ ("Grantor") whose mailing address is _____ to the (choose South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406) and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Broward County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, South Florida Water Management District Permit No. _____ (or) Florida Department of Environmental Protection Permit No. _____ ("Permit") and Broward County License No. _____ ("License") (collectively "Permit and License") and any modifications thereto issued by Grantees authorizes certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

WHEREAS, the U.S. Army Corps of Engineers Permit No. _____ (Corps Permit) authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit "B" as mitigation for such activities:

WHEREAS, Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit and License, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and License, in a preserved, enhanced, restored, or created condition,

NOW, THEREFORE, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of Grantees upon the Conservation Easement Area which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantees by this Conservation Easement:

- a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and
 - b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.
3. Prohibited Uses. Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit and License (or any modifications thereof) or in a Management Plan which has been approved in writing by Grantees):
- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

- iii. Activities authorized by the Permit and License described in the Management Plan, or otherwise approved in writing by Grantees are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantees are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
 - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
 - g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
5. Rights of the U.S. Army Corps of Engineers ("Corps"). The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:
- a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;
 - b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement,

and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

- c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and
 - d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.
 - e. The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. Grantees shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. Grantees shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend this Conservation Easement.
6. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
7. Grantees' and Third Party Beneficiary's Liability. Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees and Third Party Beneficiary shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
9. Third Party Beneficiary's Enforcement Rights. The Third Party Beneficiary of this Conservation Easement shall have all the rights of Grantees under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Third Party

Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. Taxes. When perpetual maintenance is required by the Permit or License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish Grantees with satisfactory evidence of payment upon request.
11. Assignment. Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.
12. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
13. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in this Conservation Easement.
14. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
15. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
16. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantees forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20__.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____
 (corporation), a Florida corporation, or _____
_____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver’s license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of South Florida Water Management District and Broward County applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this ___ day of _____, 20__.

By: _____ (Signature) _____ (Mortgagee)

Name: _____

Title: _____ (Print)

WITNESSES:

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of this Conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____ (Signature)

_____ (Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

AS-BUILT CERTIFICATION AND REQUEST FOR CONVERSION TO OPERATION PHASE

Instructions: Complete and submit this page within 30 days of completion of the permitted activities, as required by the permit conditions. **Any components of the permitted activities that are not in substantial conformance with the permit must be corrected or a modification of the permit will be required in accordance with Rule 62-330.315, Florida Administrative Code (F.A.C.).** The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the system, works or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No.:	Application No(s).	Permittee:
Project Name:		Phase (if applicable):

I HEREBY CERTIFY THAT (please choose accurately and check only one box):

- I hereby notify the Agency of the completion of construction of all the components of the system, works or other activities for the above referenced project and certify that it has been constructed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the system from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached is documentary evidence of satisfaction of any outstanding permit conditions, other than long term monitoring and inspection requirements.
- At the time of final inspection, the works or activities were NOT completed in substantial conformance with the plans and specifications permitted by the Agency. (The registered professional shall describe the substantial deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

If there were substantial deviations, plans must be submitted clearly labeled as “as-built” or “record” drawings reflecting the substantial deviations. If there are no substantial deviations, do not submit “as built” drawings.

For activities that require certification by a registered professional:

By: _____

Signature

Print Name

Fla. Lic. or Reg. No

! AFFIX SEAL !

Company Name

Company Address

Date

For activities that do not require certification by a registered professional:

By: _____

Signature

Print Name

Company Name

Company Address

Date



DRAWINGS AND INFORMATION CHECKLIST

Following is a list of information that is to be verified and/or submitted by the Registered Professional or Permittee:

1. All surveyed dimensions and elevations shall be certified by a registered Surveyor or Mapper under Chapter 472, F.S.
2. The registered professional's certification shall be based upon on-site observation of construction (scheduled and conducted by the registered professional of record or by a project representative under direct supervision) and review of as-built drawings, with field measurements and verification as needed, for the purpose of determining if the work was completed in accordance with original permitted construction plans, specifications and conditions.
3. If submitted, the as-built drawings are to be based on the permitted construction drawings revised to reflect any substantial deviations made during construction. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings that clearly highlight (such as through "red lines" or "clouds") any substantial deviations made during construction. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated and sealed by an appropriate registered professional. The following information, at a minimum, shall be verified on the as-built drawings, and supplemental documents if needed:
 - a. Discharge structures - Locations, dimensions and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;
 - b. Detention/Retention Area(s) – Identification number, size in acres, side slopes (h:v), dimensions, elevations, contours or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems,
 - c. Side bank and underdrain filters, or exfiltration trenches - locations, dimensions and elevations of all, including clean-outs, pipes, connections to control structures and points of discharge to receiving waters;
 - d. System grading - dimensions, elevations, contours, final grades or cross-sections to determine contributing drainage areas, flow directions and conveyance of runoff to the system discharge point(s);
 - e. Conveyance - dimensions, elevations, contours, final grades or cross-sections of systems utilized to divert off-site runoff around or through the new system;
 - f. Benchmark(s) - location and description (minimum of one per major water control structure);
 - g. Datum- All elevations should be referenced to a vertical datum clearly identified on the plans, preferably the same datum used in the permit plans.
4. Wetland mitigation or restoration areas - Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted and identification of source of material; also provide the dimensions, elevations, contours and representative cross-sections depicting the construction.
5. Any additional information or outstanding submittals required by permit conditions or to document permit compliance, other than long-term monitoring or inspection requirements.

REQUEST FOR TRANSFER OF ENVIRONMENTAL RESOURCE PERMIT TO THE PERPETUAL OPERATION ENTITY

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume 1. (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.:	Application No(s).
Project Name:	Phase (if applicable):

A. **REQUEST TO TRANSFER:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____

Signature of Permittee	Name and Title
Company	Company Address
Phone	City, State, Zip

B. **AGREEMENT FOR SYSTEM OPERATION AND MAINTENANCE RESPONSIBILITY:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II in perpetuity. Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____

Signature of Representative of O&M Entity	Name of Entity for O&M
Name and Title	Address
Email Address	City, State, Zip
Phone	Date

Enclosed are the following documents, as applicable:

- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- Copy of all recorded plats
- Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- Copy of filed articles of incorporation and documentary evidence of active corporate status with the Department of State, Division of Corporations (for corporations)
- A completed, signed, and notarized affidavit attesting that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I.(Note- this is optional, but aids in processing of this request)



CONSTRUCTION COMPLETION AND INSPECTION CERTIFICATION FOR ACTIVITIES ASSOCIATED WITH A PRIVATE SINGLE-FAMILY DWELLING UNIT

Instructions: This form is intended to be used solely by or for the permittee of a private single-family dwelling unit, duplex, triplex, or quadruplex that is not part of a larger plan of development proposed by the applicant/permittee. **Complete the information on this form, sign at the bottom of Page 2, and submit this form within 30 days of the inspection.**

Permit No.: _____ Application No.: _____

Name of Permittee: _____

Location of Project: _____

I HEREBY CERTIFY THAT (please choose accurately and check only one box):

The undersigned hereby certifies that all components of the structures and **activities authorized by the above permit have been conducted and/or built substantially in accordance with the terms and conditions of the permit**, that the system is functioning as permitted, and that the system is ready for inspection. Any minor deviations (noted below) from the permit will not prevent the system from functioning and operating as designed, subject to routine custodial maintenance. This certification is based upon on-site inspection of the system conducted by me or my designee under my direct supervision and my review of the permit. If the undersigned is not the permittee, I further certify that I am acting for, and on behalf of the permittee.

Upon receipt of this form, and verification by the Permitting Agency that any modifications are noted, the construction phase of this permit shall automatically convert to an operation and maintenance phase.

The undersigned hereby certifies that I or my designee under my direct supervision has inspected the system located at the above location and have determined that the system **does NOT appear to have been built or conducted substantially in accordance with the permit**, or is not functioning in accordance with the requirements of the permit. One of the following applies:

The system was constructed or conducted with substantial design changes that are not in conformance with the permit (attach description and permit drawings showing all changes), and either:

I, the permittee, am aware that additional work is required to bring the system into compliance with the terms and conditions of the permit; or

I, the agent inspecting the system on behalf of and for the permittee, have informed the permittee of the following:

- (a) That the system does not appear to be functioning properly; and
- (b) That additional construction or work is required to bring the system into compliance.



The following components of the system do not appear to be functioning properly (attach additional pages if needed):

Any components of the system that are not in conformance with the permit must either be brought into compliance with the permit within 30 days of the inspection, or the permittee must request a modification of the permit in accordance with Rule 62-330.315, F.A.C., within 30 days of the inspection. If the modification request is not approved, the components of the system that are not in conformance with the permit are subject to enforcement action under Sections 373.119, .129, .136, and .430, F.S. If modifications are approved and implemented by the permittee, the permittee shall resubmit this form within 30 days of completion of the remedial work on the permitted system.

Name of Inspector: _____ who is: the permittee; the agent for the permittee

Company Name (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Signature of Inspector

Date

If at any time the Permitting Agency determines that the above work or activity was not built or conducted in conformance with the terms and conditions of the permit, the permittee shall be subject to enforcement by the Permitting Agency, and for all measures required to bring the system into compliance with the permit. The permittee shall remain liable for ensuring that that system remains in full and complete compliance with the terms of the permit for the life of the system, unless such permit is transferred in accordance with Rule 62-330.340, F.A.C.

EMERGENCY FIELD AUTHORIZATION

The _____ (Agency) has determined that emergency conditions exist as a result of (insert a description of event precipitating emergency conditions and a description of the emergency conditions):

that require immediate action, as authorized herein, to protect the public health, safety, or welfare; the health of animals, fish or aquatic life; a public water supply; or recreational, commercial, industrial, agricultural or other reasonable uses.

Field Authorization Number: _____

Date of Issuance: _____ Expiration Date: _____

Owner: _____

Authorized Entity: _____
Name

Street Address

City State Zip

Telephone Number Email Address

1. Project Location: _____

[Please attach the location map or site directions.]

Water body name, if applicable: _____



County: _____ Section: _____ Township: _____ Range: _____

Or Street Address and Nearest Intersection:

Initiated by at the request of _____ Date Received: _____

2. Authorized Activity: This Emergency Field Authorization authorizes the activity described below, and as further detailed in the attached aerial photographs or plans, as applicable:

3. This Emergency Field Authorization is subject to the following general conditions: This authorization is effective as of the date of issuance shown above, and expires on the date of expiration shown above, unless otherwise extended by the Agency. All work must be completed by the date of expiration of this authorization or the expiration date of any extension.

- a. All activities will be implemented as set forth in the plans, specifications or performance criteria as approved in this Emergency Field Authorization and any attachments hereto.
- b. Activities undertaken in accordance with this authorization will be conducted in a manner that does not cause, or contribute to, violations of state water quality standards.
- c. This authorization does not waive the requirement to obtain any other federal, state or local permits or other authorizations that may be required.
- d. Any structure(s) rebuilt pursuant to this Emergency Field Authorization must comply with all applicable local, state and federal building standards, and the requirements of the Federal Emergency Management Act (FEMA).
- e. The authorized entity shall provide access to authorized Agency representatives to enter the property at any reasonable time to inspect the facility. The authorized entity or its representative shall either accompany Agency staff onto the property or make provision for access onto the property.
- f. This authorization does not convey any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property that is not owned or controlled by the authorized entity.
- g. By accepting this authorization, the authorized entity agrees that it is solely responsible for compliance with the terms of the authorization. This project may be subject to future compliance inspections.
- h. This authorization does not authorize reconstruction of any structures or land that did not legally exist before the emergency.
- i. The authorized entity will hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the activities authorized by this Emergency Field Authorization or use of the authorized system.
- j. The authorized entity will immediately notify the Agency in writing of any previously provided information that is later discovered to be inaccurate.
- k. The authorized activity shall not cause any adverse water resource impacts.

4. Special Conditions (Please check the special condition(s) that apply to your project):

- Storage or stockpiling of material is authorized only in uplands (or specific location described). No materials may be stored or stockpiled in wetlands.
- Best management practices for erosion control will be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of state water quality standards. Methods will include, but are not limited to, the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the project site. The authorized entity will be responsible for ensuring that erosion controls are inspected and maintained daily during all phases of construction, and until all disturbed areas are sufficiently stabilized to prevent erosion, siltation or turbid discharges.
- All wetlands or other surface waters adjacent to the project site will be protected from erosion, sedimentation, siltation, scouring, excessive turbidity or dewatering.
- Dredging is limited to that necessary to remove sediment deposited from the emergency event. No dredging in excess of amounts attributable to the emergency event is authorized.
- Agency staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must be submitted to and approved by the Agency prior to any dewatering. Dewatering activity pursuant to this Emergency Field Authorization may not exceed the permitting thresholds in Chapter 40D-2, F.A.C.
- Where shoreline stabilization is required, riprap will consist of unconsolidated boulders, rocks, or clean concrete rubble without exposed reinforcing rods or similar protrusions. The riprap will be free of sediment, debris, and toxic or otherwise harmful substances. The riprap shall have a diameter of 12 to 36 inches. Filter cloth will be placed under the riprap to prevent shoreline erosion and leaching of shoreline soils through the riprap.
- Trimming or alteration of mangroves will be supervised or conducted by a professional mangrove trimmer in order to minimize damage to mangroves.
- All activities will be accomplished so as not to disturb marked or known marine turtle nests or to damage existing native salt-tolerant or submerged vegetation, threatened and endangered species, and historical and archeological resources.
- The authorized entity is required to maintain documentation (such as photos) of the condition of structures or lands as they existed prior to initiating any activities authorized under this Emergency Field Authorization, and provide such documentation to the Agency if requested.
- Within _____ days of completion of activities authorized by this Emergency Field Authorization or expiration of the authorization, whichever is earlier, the authorized entity will submit certified as-built construction drawings for the Project to the Agency.
- Within _____ days of completion of activities authorized by this Emergency Field Authorization or expiration of the authorization, whichever is earlier, the authorized entity will submit a Notice of Completion in lieu of certified as-built construction drawings for the Project to the Agency.

5. This Emergency Field Authorization is issued this _____ day of _____ 20 _____, by

Printed Name

Title

6. The undersigned has read the foregoing and agrees to comply with the conditions contained herein. The undersigned acknowledges that any deviation from the attached drawings or conditions of this Emergency Field Authorization may result in enforcement action, including financial penalties.

Owner/Authorized Agent

Date

Printed Name

Title

cc: Florida Department of Environmental Protection

City

County

NOTICE OF INTENT TO USE AN ENVIRONMENTAL RESOURCE GENERAL PERMIT

Instructions: This form is for projects that qualify for a General Permit in accordance with Chapter 62-330 F.A.C. General Permits (GP) are provided for certain activities that have been determined to have minimal impacts to the water resources of the state when conducted in compliance with the terms and conditions of the general permit. Complete and submit this form to appropriate agency as identified in Part 3 below.

If activity is located on, or has the potential to be located on state-owned sovereignty submerged lands (SSL), the reviewing Agency will begin processing the request for state-owned sovereign submerged lands approval. If you know that your project is located on SSL, complete Section F of the Environmental Resource Permit Application.

PART 1: GENERAL INFORMATION

A. Rule section number of the GP or which you are applying: 62-330._____, F.A.C.		
B. APPLICANT <input type="checkbox"/> THIS A CONTACT PERSON FOR ADDITIONAL INFORMATION		
Name: Last:	First:	Middle:
Title:		Company:
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:
Cell Phone:		Fax:
E-mail Address:		
Preferred correspondence method: <input type="checkbox"/> email <input type="checkbox"/> US Mail		
C. CONSULTANT/AGENT <input type="checkbox"/> THIS A CONTACT PERSON FOR ADDITIONAL INFORMATION		
Name: Last:	First:	Middle:
Title:		Company:
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:
Cell Phone:		Fax:
E-mail Address:		
Preferred correspondence method: <input type="checkbox"/> email <input type="checkbox"/> US Mail		



D. Location of proposed activities: Tax Parcel Identification Number: _____	
Address: _____	
City: _____	County: _____ Zip: _____
Latitude (DMS) _____ ° _____ ' _____ "	Longitude (DMS) _____ ° _____ ' _____ "
E. Date activity is proposed:	To Commence: _____ To be Completed: _____

F. Describe in general terms the proposed project, system, or activity:
G. Describe wetland and aquatic habitats to be affected:
H. Construction methods and schedule:
I. Additional information that demonstrates that you qualify for the general permit, addressing all the parameters, thresholds, and conditions required in the general permit.

PART 2: CERTIFICATION

I hereby certify I have read and will conduct the above activities in accordance with the criteria, limitations, and specific conditions of the general permit identified in Part 1 Section A, and in accordance with the general conditions of Rule 62-330.405, F.A.C. Unless otherwise provided in Chapter 62-330, F.A.C., activities conducted pursuant to the above general permit may commence thirty (30) days after providing written notice to the Department of Environmental Protection or the Water Management District, along with any required additional documentation which may be required to fulfill the requirements of the general permit, unless the Agency responds that the proposed work does not qualify for a general permit.

I understand I may have to provide any additional information/data that may be necessary to provide reasonable assurance or evidence that the proposed project will comply with the applicable state water quality standards or other environmental standards both before construction and after the process is completed.

I further acknowledge that work done under this general permit may also require the review and approval of other federal, state, or local agencies, and that commencement of construction before such federal, state, or local agency approvals or permits are obtained may subject me to enforcement action and fines

or penalties by such agencies. Further, the work shall be conducted in a manner that does not violate applicable water quality standards.

In addition, I agree, upon being provided with reasonable notice, to provide entry to the project site for Agency staff with proper identification for the purpose of inspecting the site. Further, I agree to provide entry to the project site for such staff to monitor permitted work.

Typed/Printed Name of Applicant or Agent	Signature of Applicant or Agent	Date
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An Agent May Sign Above If Applicant Completes the Following:

I hereby designate and authorize the agent listed in Item Part 1 Section C to act on my behalf as my agent in the processing of this permit application and to furnish on request, supplemental information in support of the application.

Typed/Printed Name of Applicant (and Corporate Title, if applicable)	Signature of Applicant	Date
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PART 3: SUBMITTAL

In addition to the information described in this form, any Notice of Intent to use a General Permit must also include the following, as described in Section 4.2.2 of the Applicant's Handbook, Volume I:

- Location map(s) of sufficient detail to allow someone who is unfamiliar with the site to travel to and locate the specific site of the activity.
- One set of plans and drawings, calculations, environmental information, and other supporting documents that clearly and legibly depict and describe the proposed activities in sufficient detail to demonstrate that the work qualifies for the specified General Permit.
- The required fee, made payable to the appropriate agency.

Fees for the appropriate agency are established in the rules adopted in subsection 62-330.071(1), F.A.C., as listed below:

- Rule 62-4.050, F.A.C. (Department of Environmental Protection or the Northwest Florida Water Management District)
- Rule 40B-1.706, F.A.C. (Suwannee River Water Management District)
- Rule 40C-1.603, F.A.C. (St. Johns River Water Management District)
- Rule 40D-1.607, F.A.C. (Southwest Florida Water Management District)
- Rule 40E-1.607, F.A.C. (South Florida Water Management District)

Operating Agreements between the Department and the water management districts specify which agency will process any given application. For copies of the operating agreements, go to <http://www.dep.state.fl.us/water/wetlands/erp/wmd.htm>.

Several agencies now allow this application form to be submitted electronically on the Internet; in those cases, follow the on-line submittal requirements of that agency:

- o **Northwest Florida Water Management District:**
http://www.nwfwmd.state.fl.us/permits/erp/epermit_home.html

- o **St. Johns River Water Management District:**
<https://permitting.sjrwmd.com/epermitting/jsp/AccountOverview.do?command=init>
- o **Southwest Florida Water Management District:**
<http://www.swfwmd.state.fl.us/permits/epermitting/>
- o **South Florida Water Management District:**
<http://my.sfwmd.gov/ePermitting/MainPage.do>

If submitting a paper application, please see Appendix A of Applicant's Handbook, Volume I for submittal locations.

REQUEST TO TRANSFER PERMIT

Instructions: Submit this form to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Note: Use of this form is not required when a valid permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be letter, e-mail, or using this form, sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2012). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No.: _____ Application No(s): _____ Date Issued: _____

Identification or Name of Surface Water Management System: _____

Phase of Surface Water Management System (if applicable): _____

PART 1: PROPOSED PERMIT HOLDER

The undersigned hereby notifies the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3 (d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions, and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permit Holder: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ E-mail: _____



Signature of Proposed Permittee

Date

Title (if any)

PART 2: RESPONSIBLE REGISTERED PROFESSIONAL

Name of Registered Professional who will be responsible for system inspections and reporting as required by Chapter 62-330, F.A.C. (if applicable): _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Telephone: _____

Fax: _____

E-mail: _____

Enclosures:

Copy of recorded transfer of title for surface water management system

Copy of plat(s)

Copy of recorded restrictive covenants, articles of incorporation, and certificate of incorporation

Other