

RESOLUTION NO. 2009- 198

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE AND SALE AGREEMENT TO ACQUIRE PROPERTY FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR THE CONSTRUCTION OF A REGIONAL STORM WATER TREATMENT AREA, IN ORDER TO SATISFY THE REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REDUCE THE POLLUTANTS THAT OUTFALL INTO THE ST. JOHNS RIVER.

RECITALS

WHEREAS, the St. Johns Water Management District (SJRWMD) has executed a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, agreeing to sell property that could be used to satisfy Total Maximum Daily Load (TMDL) and mitigation requirements for St. Johns County as required under the National Pollution Discharge Elimination System (NPDES); and

WHEREAS, Jones Edmunds Engineers have submitted a Memorandum attached hereto as Exhibit "B", incorporated by reference and made a part hereof, in support of the acquisition of the Masters Tract in order to achieve the requirements of the Florida Department of Environmental Protection's NPDES TMDL requirements; and

WHEREAS, the sale price of \$2,099,500 is the average of the two appraisal reports that were performed on the property by Tuttle-Armfield-Wagner dated February 26, 2009 and Broom, Moody, Johnson and Grainger dated February 26, 2009 ; and

WHEREAS, construction of a Regional Stormwater Treatment (RST) facility on this property would meet the requirements of the Florida Department of Environmental Protection mandate to reduce pollutant loads within the Deep Creek watershed; and

WHEREAS, this site would accommodate a RST facility, provide a wetland restoration area, and provide fill dirt for County projects in this area of St. Johns County; and

WHEREAS, it is in the best interest of the County to acquire property that will contribute to meeting the NPDES TMDL requirements for the Lower St. Johns River Basin Management Action Plan by reducing nutrient discharge to the Lower St. Johns River.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement and authorizes the County Administrator to execute three original Purchase and Sale Agreements taking all steps necessary to move forward to close this transaction.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to record the original Purchase and Sale Agreement in the Clerks Office.

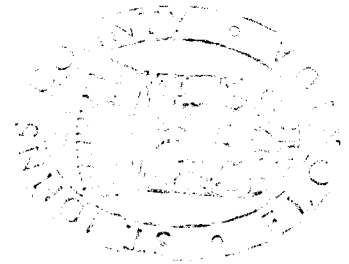
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of July, 2009.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk



RENDITION DATE 7/23/09

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2009, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT a public body existing under Chapter 373 of the Florida Statutes** ("Seller"), whose post office address is P.O. Box 1429, Palatka, Florida 32178-1429.

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing a portion of the property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of approximately 161.5 acres, the property is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. Recitals. The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact

2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is **(\$2,099,500.00)**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows: The purchase price is based at \$13,000.00 per acre. Purchase price may be adjusted upward or downward according to final survey.

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
Cash to Close	Closing Day	\$2,099,500.00
TOTAL PURCHASE PRICE		\$2,099,500.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (45) days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the

following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing ("Title Notice") within ten (10) days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have sixty (60) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (by) terminating this Agreement.

4. Identity and Obligation of Closing Agent.

(a) (**Action Title Services of St. Johns County, Inc.**), shall be Closing Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

In the event Escrow Closing Agent places the Deposit, monies or documents that have actually been delivered to Escrow Closing Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Closing Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

5. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Closing Agent, **Action Title Services of St. Johns County, Inc.**, on or before two hundred fifty (250) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer,

Seller shall deliver or cause to be delivered to Buyer the following:

(i) a Quit Claim Deed (“Deed”) conveying the fee simple title to the Property, subject to all easements, restrictions, reservations and encumbrances of record;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number “FIRPTA” affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the “gap” and to remove the standard printed exceptions for mechanics’ lien and parties in possession other than Occupancy Tenants.

(b) At the Closing, Escrow Closing Agent shall deliver the closing funds and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of the owner’s title policy issued pursuant to the Commitment. Buyer and Seller are both exempt from paying documentary stamps, and property taxes. Buyer will be responsible for recording fees. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice (“Survey Notice”) to Seller within 10 days after Buyer’s receipt of any such new survey (“Survey”) if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer’s Right of Inspection. Buyer shall have the right for one hundred twenty (120) days from the date of this Agreement (“Inspection Termination Date”) to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase I Environmental Study, Real

Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Seller or Buyer. If one or either party defaults this Agreement terminates and the defaulting party is required to reimburse the other for all cost incurred by the non-defaulting party in preparation for closing. The reimbursement includes Phase One ESA Report, survey, and title cost. Staff and legal fees are excluded. This Agreement and the rights of both parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

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

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Termination of Contract. If Buyer for any reason determines prior to closing that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement.

17. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

20. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: **St. Johns River Water Management District**
P.O. Box 1429
4049 Reid Street
Palatka, Florida 32178-1429

Buyer: **St. Johns County, Florida, a political subdivision
Of the State of Florida**
500 San Sebastian View
St. Augustine, Florida 32084

Closing Agent: **Action Title of St. Johns County, Inc.**
3670 US 1 South, Suite 110
St. Augustine, Florida 32086
Phone- 904-797-4777

Attorney: **St. Johns River Water Management District
Donald F. Wright Esquire
Wright, Fulford, Moorehead & Brown**
P.O. Box 2828
Orlando, Florida 32802-2828
407-425-0234

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

22. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

24. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

25. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

27. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

28. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

29. Contingency. This sale is contingent upon the funding of this Capital Improvement Project as part of the St. Johns County 2010 Transportation Trust Fund budget.

30. Permitting. St. Johns River Water Management District will modify the U.S. Army Corps of Engineers Permit No. 19990607 (IP-ME) and St. Johns River Management District Permit No. 4-109-65175-4 as referenced in Warranty Deed OR 3055 Page 1574 or provide evidence that the portion conveyed to St. Johns County does not warrant such permit modification. Should the permitting as referenced in Deed O.R. 3055 Page 1571-1573 need modification St. Johns River Water Management will endeavor to remove any requirement for a permit modification from this property to the satisfaction of the County or the County may terminate this Agreement. St. Johns County intends to develop a regional storm water treatment

facility and wetland creation/restoration project on the portion acquired from the St. Johns River Management District.

31. FDOT Mitigation Funds. Prior to closing St. Johns River Water Management District hereby states and warrants that these lands being purchased by St. Johns County fall outside the acreage area provided for by the FDOT mitigation funding.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

Signature Date

Print

Signature Date

Print

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

SELLERS:

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

Kirby B. Green Date
Executive Director

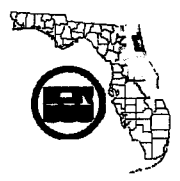
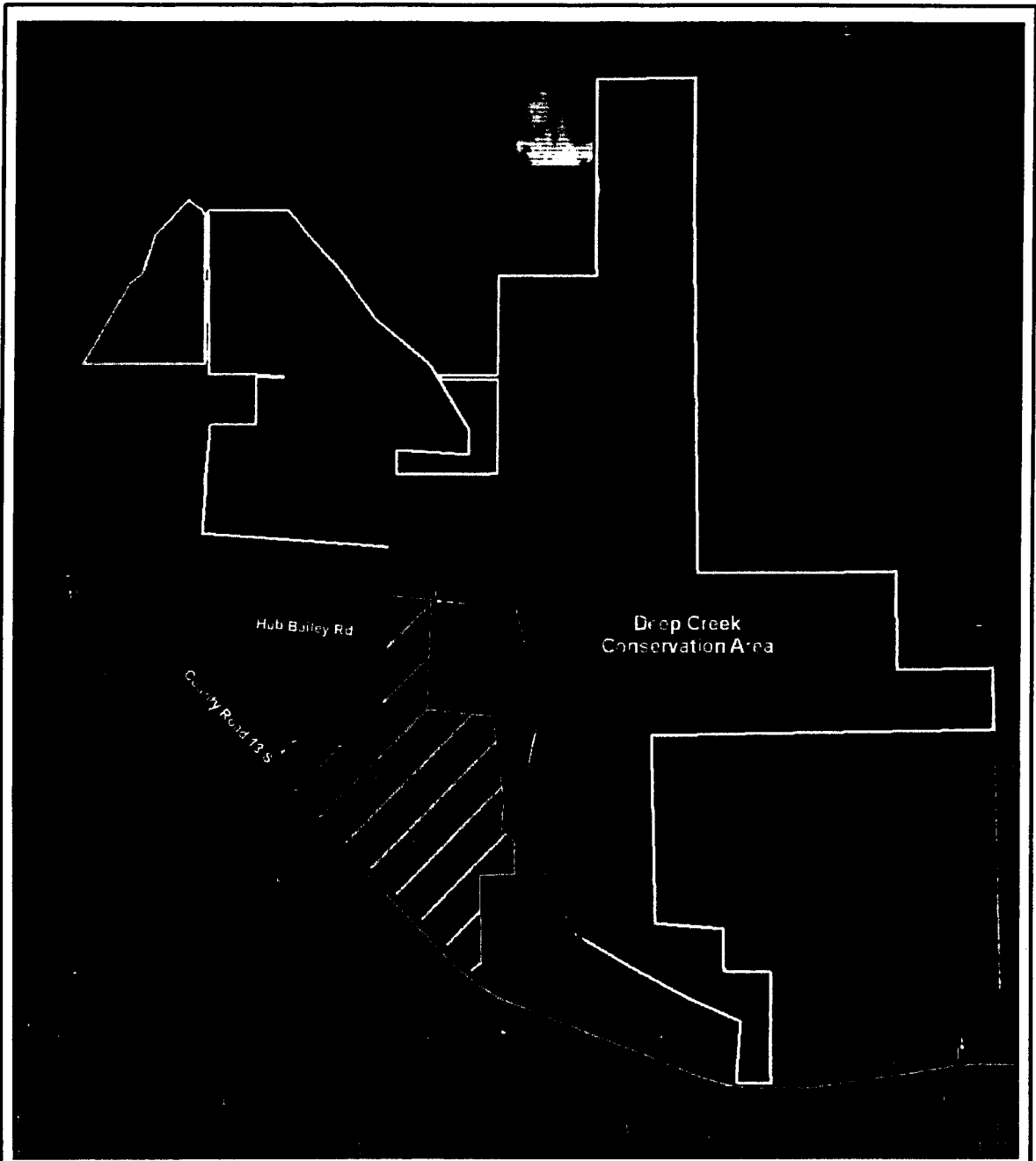
BUYER:

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

By: _____
Michael D. Wanchick Date
County Administrator





“Exhibit A”

The exact configuration and boundaries of “The Property” will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey to be provided as set forth in Paragraph 9, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of “The Property” this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.



**Masters Property
LA# 2007-001**

0 0.2 0.4 Miles

-  Masters Property
-  Transfer to St. Johns Co. (161 acres)
-  Retained Area (113 acres)
-  District Lands

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MEMORANDUM



TO: Press Tompkins, P.E., County Engineer
Greg Caldwell, Project Coordinator III
Tony Cubbedge, Land Resource Manager

FROM: Brett Goodman, P.E.
Mark Nelson, P.E.

DATE: June 17, 2009

RE: Response to Questions
Masters Tract Regional Stormwater Treatment Facility (RST)

General Summary

St. Johns County has a regulatory requirement to meet the nutrient reduction goals of the Lower St. Johns River (LSJR) Basin Management Action Plan (BMAP). The Masters Tract purchase and ultimately the design and construction of a regional stormwater treatment facility (RST) are very effective means to help meet these nutrient reduction requirements. The Masters Tract is a unique opportunity to realize multiple cost-effective benefits which will be further discussed below and include:

- Nutrient reductions (as required to meet the Total Maximum Daily Load requirements as set forth by the EPA and FDEP)
- Wetland restoration (to further enhance nutrient reductions and offset future wetland impacts by the County)
- Borrow pit (inexpensive fill dirt for future capital projects)
- Water conservation opportunities that could decrease the County's need for potable water from alternative water supplies.

As other stakeholders catch-up to the County, they will seek out the least cost alternatives for achieving their reductions. If the Masters site is not purchased by the County, it will likely be pursued by others, thereby requiring the County to develop other more expensive alternatives.

When do County projects trigger the FDEP mandate?

- As a result of the 1999 Consent Decree between EPA and Earthjustice, Florida is mandated to create Total Maximum Daily Loads (TMDLs) and implement load allocations through the Basin Management Action Plans (BMAP) as part of the State's Watershed Restoration Act.
- The County is a stakeholder in the Lower St Johns TMDL. The County's compliance with the TMDL (FAC 62-304.415) is required with the adoption of the BMAP in October 2008 (OGC Case No. 08-2428).

What are other Counties doing to meet this mandate in these economic times?

- Stakeholders in the TMDL process have been dealing with the load allocations on a case-by-case basis.
- Trades occurred before the BMAP adoption between different operating areas of the same entity. For example, Clay County MS4 (Stormwater Permit) obtained credits from Clay County Utility Authority and the City of Green Cove Springs, MS4 obtained credits from the City of Green Cove Springs Wastewater Treatment Plant.
- Beyond the trading, investments in capital projects, mainly reclaimed water and wastewater treatment plant upgrades, have been on-going and will continue throughout the basin.
- St. Johns County does not have the same opportunities to meet its load reductions for non-point sources through obtaining credits through funding wastewater treatment plant upgrades because its Utility does not discharge to the St. Johns River.
- Other options being pursued by stakeholders are similar to those implemented by St Johns County on the Yarborough Regional Stormwater Treatment Facility (RST). In these scenarios Counties are obtaining credits through maintenance agreements with the District on their existing RSTs.
- Other activities include conducting individual studies to develop the most cost-effective investment. For example, the current feasibility study by St Johns County and the feasibility study being considered by Putnam County.

What's the penalty for noncompliance?

- All entities listed in the BMAP are subject to enforcement action by USEPA, FDEP or the SJRWMD.
- Enforcement can take several forms –
 - Administrative Orders or Consent Orders to existing NPDES permits with stipulated penalties. State penalties can be as great as \$10,000 per day of violation and federal penalties can be as great as \$25,000 per day of violation.
 - Designation of areas not in compliance as needing NPDES coverage.
 - Special considerations/limitations through the District's Environmental Resources Permitting process that would place future public and private development at risk.

What were the pros and cons of the County building the RST on the Masters Tract?

- The District identified and purchased the site to implement the project concept. To maximize the potential benefits of the Site, it is recommended that the Master's tract be acquired from the District.
- The Masters site provides the County with the ability to invest in structural improvements that will improve water quality within the County boundaries.
- As confirmed by the District's evaluations of the Tri-County Agricultural Area, the Master's site is a unique property for the following reasons:
 - Offers available land in upstream reaches of watershed.
 - Provides a relatively large watershed with sufficient nutrient loading in upstream watershed to provide cost-effective reductions.

- Provides opportunities to meet other County needs of wetland mitigation credits.
- Provides opportunity for County to evaluate optimizing nutrient removal to get high removal at the lowest cost.
- Provides future water conservation opportunities that could decrease the County's need for potable water from alternative water supplies.
- From the preliminary results of the feasibility study, very few sites provide the same opportunities as the Masters Tract.
- As projects move forward to address the TMDLs, the easiest sites that offer maximum benefits will be implemented first. Masters is considered one of the projects that will have significant competition from stakeholders seeking the most cost-effective credits. This competition will come from other stakeholders including agriculture.
- Since the BMAP identifies the potential need for six new regional stormwater treatment facilities to address the load allocations for non-point sources and agriculture and there is a limited amount of land that can be cost-effectively converted into an RST, the competition for the Masters property will increase.
- The Masters site is unique piece of property for which there is a willing seller.
- The current economics will allow the land purchaser to negotiate a lower purchase price than seen in previous times.
- The site provides the opportunity to build out future phases depending on the cost per pound removed of other alternatives.

What are the TMDL offsets based on planned County projects?

- The BMAP is broken down by pollutant (Total Phosphorus, Total Nitrogen) and reach (Marine Section and Freshwater Section) and permit coverage (MS4, Non MS4). The table below provides a summary.
- The current projects planned in the Freshwater section for TN, Non-MS4 provide a credit of 3,386 lb/yr.
- The Marine Section MS4 and Non-MS4 have TN deficits of 3,784 lb/yr and 8,435 lb/yr, respectively, which are being made up through the County's participation in the Algal Initiative.
- While there is 3,386 lb/yr of credit in the Freshwater Section that can be applied to the 12,219 lb/yr (3,784 + 8,435) of deficit in the Marine Section, the County will be required to implement additional projects or obtain credits from other stakeholders.

St. Johns County BMAP Load Reductions (lb/yr)

Parameter	Marine			Freshwater	
	Load Reduction	Credit/Deficit with BMAP Projects Implemented	Algal Initiative Commitment	Load Reduction	Credit/Deficit with BMAP Projects Implemented
Total Nitrogen					
MS4	5,084	-3,784	3,784	N/A	N/A
Non-MS4	10,958	-8,435	8,435	4,070	+3,386
Total Phosphorus					
MS4	N/A	N/A	N/A	N/A	N/A
Non-MS4	N/A	0	0	948	+503

What are the credits going to cost from others in relation to the value of the land and cost of the construction of the RST?

- The District has estimated that the costs per lb TN removed for the Master project will be \$410 / lb annually. By adding \$2M in land acquisition, the cost of TN removal is estimated at \$483/lb/yr.
- The value of credits obtained from other stakeholders is not uniform and will be more complicated than trades between two operational areas within the same organization. FDEP will require explicit safety factors to ensure that removal credits being sold have removal value upon implementation.
- The value of credits also changes with location, with upstream reductions being worth more than downstream reductions.
- Based on initial investigations with other stakeholders, buying credits from upstream wastewater treatment plants is estimated at \$600/lb/yr without adjustment for location factors and explicit safety factors that have yet to be established by FDEP on these types of transactions. To account for this uncertainty, we estimated that the cost to trade with other entities would result in double the cost to obtain the credits needed by St Johns County (\$1200/lb/yr).
- As of the adoption of the BMAP, the costs associated with the project and strategies have been provided for approximately one-third of the TMDL. These costs come to \$620 M. It is assumed that the strategies and projects provided in the BMAP represent the most cost-effective solutions at the time. It is further assumed that the projects necessary to meet the other two-thirds of the load reduction called for in the TMDL will be more expensive.