RESOLUTION NO. 2014

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR TO EXECUTE A CONSERVATION EASEMENT OVER PROPERTY LOCATED WITHIN BASIN 8 REGIONAL OFFSITE MITIGATION AREA TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH FUTURE COUNTY PUBLIC WORKS PROJECTS.

RECITALS

WHEREAS, on July 15, 2014, a Memorandum of Agreement was approved by the Board County Commissioners between St. Johns County and the St. Johns River Water Management District formalizing the Basin 8 Regional Offsite Mitigation Area “ROMA”; and

WHEREAS, the Memorandum of Agreement requires a conservation easement be placed over the property within the ROMA to assure that the property will be restored, preserved and maintained; and

WHEREAS, adoption of this resolution approves the Conservation Easement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, to be executed by the Chair, on behalf of the County, to satisfy the requirement.

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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The above described Conservation Easement is hereby approved and the Chair is authorized to execute the Conservation Easement on behalf of the County.

Section 3. The Clerk is instructed to record the Conservation Easement in the public records of St. Johns County, Florida and mail the original Conservation Easement to the St. Johns River Water Management District and a certified copy of this Resolution shall be forwarded forthwith to St. Johns River Water Management District, Office of General Counsel, 4049 Reid Street, Palatka, Florida, 32178.

Section 4. To the extent that there are scriveners, typographical or administrative 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.
PASSED AND ADOPTED by the Board of County Commissioners this 15th day of
November, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: __________________________, Chair

ATTEST: Cheryl Strickland, Clerk

By: __________________________
Deputy Clerk

RENDITION DATE 11/21/14
CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ___ day of ____________, 2014, by ST. JOHNS COUNTY, a political subdivision of the State of Florida, having an address at 500 San Sebastian View, St. Augustine, Florida 32084 ("Grantor") in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, Florida 32177 ("Grantee") and the U.S. ARMY CORPS OF ENGINEERS, having a mailing address at P. O. Box 4970, Jacksonville, Florida 32232-0019, as a third party beneficiary (the "Corps").

WITNESSETH:

WHEREAS, Grantor solely owns, in fee simple, certain real property in St. Johns County, Florida, more particularly described in Exhibit “A” attached hereto and incorporated by this reference, ("the Property");

WHEREAS, Grantor grants this conservation easement as a condition of the Memorandum of Agreement between St. Johns River Water Management District and St. Johns County, dated October 8, 2014, attached hereto as Exhibit “B”, for St. Johns County Basin 8 Regional Offsite Mitigation Area (ROMA), permit 4-109-126294-1, and the Corps permit SAJ-2011-00114 authorizing certain activities and wetland functional credits; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the “Conservation Easement”). Grantor fully warrants title to
said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. **Purpose:** The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. **Prohibited Uses:** Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
   a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
   b) Dumping or placing soil or other substance or material as landfill or dumping or placing trash, waste or unsightly or offensive materials.
   c) Removing or destroying trees, shrubs, or other vegetation.
   d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a 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 condition.
   f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
   g) Acts or uses detrimental to such retention of land or water areas.
   h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. **Reserved Rights:** Grantor reserves unto itself, and its successors and assigns all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding the prohibitions in Section 2 above, Grantor may conduct activities described in the “Memorandum of Agreement (MOA) between the St. Johns River Water Management District and St. Johns County for Basin 8 Regional Offsite Mitigation Area (ROMA),” attached hereto as Exhibit “B”. In addition, for the “Masters Tract” as described in the attached Exhibit “A”, the following rights are reserved:
   a) Maintenance of all existing roads in accordance with the permit and as identified as Access Road in Exhibit B of the MOA. Maintenance for purposes of this subsection includes (i) the removal of dead vegetation within the footprint of the access roads, (ii) pruning or removal of hazardous trees and plants within the footprint of the access roads, (iii) the application of permeable materials necessary to correct or impede erosion (e.g., sand, gravel, crushed stone, etc.) as approved in writing by the District, (iv) the replacement of culverts as approved in writing by the District.
   b) Operation of motor vehicles or other vehicles on the defined access roads of the Property consistent with the terms of this Easement and Permit.
4. **Rights of Grantee:** To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:
   a) To enter upon and inspect the Property 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.
   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 require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. **Grantee’s Discretion:** Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee’s forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee’s rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. **Grantee’s Liability:** Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor’s ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property, which may occur on the Property.

7. **Acts Beyond Grantor’s Control:** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor’s control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. **Recordation:** Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall record 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.

9. **Rights of the Corps:** In connection with permit # SAJ-2011-00114 issued by the Corps, the Corps, as a third party beneficiary, shall have the right to enforce the terms and conditions for this Conservation Easement, including:
   a) The right to take action to preserve and protect the environmental value of the Property;
   b) The right to prevent any activity on the Property that is inconsistent with the purpose of this instrument, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity;
c) The right to enter upon and inspect the Property 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 instrument;
d) The right to enforce this instrument by injunction or proceed at law or in equity to enforce the provisions of this instrument and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor, or its successors and assigns, to restore such areas or features of the Property that may be damaged by unauthorized activities: and
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 instrument. 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 such a conservation easement.

10. **Successors:** The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

**ST. JOHNS COUNTY,** a political subdivision of the State of Florida, by its Board of County Commissioners

By: __________________________

Chair

**ATTEST:** Cheryl Strickland, Clerk

By: __________________________

Deputy Clerk

Print Name

T:Forms/LegalForms/ConservationEasement 3/19/2007
Exhibit “A”

(Floyd Tract)


FURTHER LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ AND PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 13 (A 66 FOOT RIGHT-OF-WAY BY MONUMENTATION) WITH THE NORTH LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE SOUTH 41 DEGREES 11 MINUTES 22 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 16.68 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 20 MINUTES 54 SECONDS WEST, 624.26 FEET TO THE EAST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼; THENCE SOUTH 89 DEGREES 22 MINUTES 11 SECONDS WEST, 249.91 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 09 SECONDS WEST, 19.46 FEET TO THE NORTH LINE OF LAST SAID NORTH ½ OF THE SOUTHEAST ½ OF THE SOUTHWEST ¼; THENCE NORTH 89 DEGREES 38 MINUTES 19 SECONDS EAST ALONG LAST SAID NORTH LINE, 248.51 FEET TO THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼; THENCE NORTH 89 DEGREES 52 MINUTES 09 SECONDS EAST, 618.14 FEET TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT ALL THAT PORTION DESCRIBED IN CONSERVATION EASEMENTRecorded in Official Records Book 3571, Page 1594, of the Public Records of St. Johns County, Florida.

CONTAINING 22.07 ACRES ±
ALSO

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (LYING SOUTHWESTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 13) IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, LESS AND EXCEPTING ANY PART DESCRIBED IN WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 670, PAGE 1875, OFFICIAL RECORDS BOOK 789, PAGE 795 AND OFFICIAL RECORDS BOOK 950, PAGE 820, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

AND


CONTAINING 36.57 ACRES ±
(Masters Tract)

A CONSERVATION EASEMENT BEING A PORTION OF PARCELS D AND E OF THE MASTERS TRACT, LYING WITHIN THE HANNAH SMITH GRANT (SECTION 37), SECTION 27, SECTION 28, SECTION 35, AND G. I. F. CLARKE GRANT (SECTION 36), ALL WITHIN TOWNSHIP-9-SOUTH, RANGE-28-EAST, ST. JOHNS COUNTY, FLORIDA AND BEING DEPICTED ON A SKETCH PREPARED BY GEOMATIC CORPORATION, PROJECT NUMBER D-09-1469 SD, DATED DECEMBER 01, 2009

PART A
A portion of Parcel D of the Masters Tract as shown on a Sketch prepared by Geomatics Corporation, Project Number D-09-1469 SD, Dated 12/01/09 and lying within the Hannah Smith Grant, Section 37, Township-9-South, Range-28-East, St. Johns County, Florida and being more particularly described as follows:
Commence at the Southeast corner of said Section 37; thence North 85°42'21" West, along the South line of said Section 37, 359.40 feet to the Point of Beginning; thence continue along said South line, North 85°42'21" West, 1410.17 feet to a point on said South line; thence North 82°21'48" West, departing said South line of Section 37, 12.89 feet; thence North 51°31'17" East, 52.14 feet; thence North 02°45'08" West, 50.82 feet; thence South 77°44'47" West, 58.06 feet; thence South 74°17'57" West, 58.51 feet; thence North 02°51'44" West, 79.76 feet; thence North 71°24'11" East, 41.84 feet; thence North 02°41'35" West, 4.03 feet; thence North 67°11'22" West, 44.58 feet; thence North 02°42'16" West, 206.79 feet; thence North 86°01'32" West, 53.51 feet; thence North 03°55'35" East, 36.95 feet; thence North 04°31'52" East, 313.31 feet; thence North 03°29'31" East, 350.87 feet; thence North 02°04'56" West, 50.94 feet; thence North 03°45'14" East, 549.48 feet; thence North 04°50'50" East, 619.68 feet; thence North 35°37'32" West, 34.86 feet; thence North 04°10'16" East, 234.37 feet to its intersection with the South line of Access Easement North as shown on aforementioned Sketch of the Master Tract; thence South 86°33'52" East, along last said South line, 35.67 feet to the Southeast corner of said Access Easement North; thence North 03°39'44" East, along the East line of said Access Easement North, 43.74 feet to its intersection with the North line of aforementioned Parcel D; thence South 86°20'16" East, along said North line of Parcel D, 1042.67 feet to the Northeast corner of said Parcel D; thence along the Easterly line of said Parcel D the following courses: South 02°14'30" West, 291.51 feet; thence North 85°40'05" West, 434.92 feet; thence South 03°49'00" West, 578.44 feet; thence South 86°29'30" East, 515.63 feet; thence South 86°09'33" East, 422.87 feet; thence South 11°04'00" East, 430.21 feet; thence South 04°30'24" East, 267.90 feet; thence South 03°37'34" East, 353.67 feet; thence South 13°55'49" West, 103.03 feet; thence South 00°18'29" West, 378.03 feet; thence North 88°24'24" West, 201.26 feet; thence South 00°09'17" East, 229.88 feet to the Point of Beginning.

Containing 82.50 acres, more or less.
PART B
A portion of Parcel E of the Masters Tract as shown on a Sketch prepared by Geomatics Corporation, Project Number D-09-1469 SD, Dated 12/01/09 and lying within Government Lot 8, Section 27, Government Lot 10, Section 28, and Government Lot 2, Section 34, all in Township-9-South, Range-28-East, St. Johns County, Florida and being more particularly described as follows:
Commence at the Southeast corner of the Hannah Smith Grant, Section 37 of said Township-9-South, Range-28-East, thence South 07°36'47" West, along the East line of said Government Lot 8, 30.05 feet to a point on the Southerly line of Canal Number 4, Deed Book 44, Page 139, official records of said St. Johns County as reference on aforementioned sketch; thence North 85°42'21" West, along the Southerly line of said Canal Number 4, 355.33 feet to its intersection with the East line of aforementioned Parcel E and the Point of Beginning; thence along said East line of Parcel E the following courses: South 00°09'17" East, 323.35 feet; thence South 00°49'18" East, 1130.05 feet; thence South 77°04'15" East, 8.42 feet to its intersection with the Northwesterly line of Access Easement South as shown on aforementioned Sketch of the Master Tract; thence departing said East line of Parcel E, South 56°14'09" West, along said Northwesterly line of Access Easement South, 84.63 feet; thence continue along last said Northwesterly line, South 38°28'20" West, 112.20 feet to a point on said line; thence North 05°25'56" East, departing last said Northwesterly line, 250.92 feet; thence North 00°55'23" West, 735.61 feet; thence North 22°57'50" East, 208.55 feet to a point of curvature; thence Northeasterly along the arc of a curve, concave Northwesterly and having a radius of 41.98 feet, through a central angle of 22°57'58" an arc distance of 16.83 feet to a point of tangency, said curve being subtended by a chord bearing and distance of North 11°28'51" East 16.71 feet; thence North 00°00'09" West, 344.00 feet to a point of curvature; thence Northwesterly along the arc of a curve, concave Southwesterly and having a radius of 39.38 feet, through a central angle of 85°58'46" an arc distance of 59.09 feet to a point of tangency, said curve being subtended by a chord bearing and distance of North 42°59'32" West 53.70 feet; thence North 85°58'55" West, 1493.01 feet; thence North 04°17'39" East, 24.17 feet; thence South 86°18'10" East, 15.64 feet to a point on the aforementioned Southerly line of Canal Number 4; thence South 85°42'21" East, along last said Southerly line, 1531.14 feet to the Point of Beginning.

Containing 3.47 acres, more or less.

PART C
A portion of Parcel E of the Masters Tract as shown on a Sketch prepared by Geomatics Corporation, Project Number D-09-1469 SD, Dated 12/01/09 and lying within Government Lot 8, Section 27, Government Lot 2, Section 34, and G. I. F. Clarke Grant, Section 38, all in Township-9-South, Range-28-East, St. Johns County, Florida and being more particularly described as follows:
Commence at the Southeast corner of the Hannah Smith Grant, Section 37 of said Township-9-South, Range-28-East, thence South 07°36'47" West, along the East line of said Government Lot 8, 30.05 feet to a point on the Southerly line of Canal Number 4, Deed Book 44, Page 139, official records of said St. Johns County as reference on aforementioned sketch; thence North 85°42'21" West, along the Southerly line of said Canal Number 4, 355.33 feet to its intersection with the East line of aforementioned Parcel E; thence along said East line of Parcel E the following courses: South 00°09'17" East, 323.35 feet; thence South 00°49'18" East, 1130.05 feet;
thence South 77°04'15" East, 49.65 feet to its intersection with the Southeasterly line of Access Easement South as shown on aforementioned Sketch of the Master Tract, and the Point of Beginning; thence continue along said East line of Parcel E the following courses: South 77°04'15" East, 358.87 feet; thence South 54°09'27" West, 295.64 feet; thence North 04°19'59" East, 105.68 feet to a point on the centerline of Wilkinson Branch; thence continue along said East line of parcel E, Southwesterly along said centerline of Wilkinson Branch, 302 feet more or less to a point on the centerline of said Branch; thence departing last described line, North 27°01'17" East, 25.72 feet; thence South 71°13'02" West, 19.12 feet; thence North 51°59'44" West, 18.37 feet; thence North 13°16'38" East, 28.67 feet; thence North 53°10'24" East, 21.53 feet; thence North 88°34'26" East, 8.68 feet; thence North 69°41'49" East, 11.22 feet; thence North 53°25'24" East, 29.39 feet; thence North 35°16'29" West, 14.03 feet; thence South 70°48'47" West, 36.86 feet; thence South 89°50'00" West, 13.79 feet to the beginning of a curve; thence Northwesterly along the arc of a curve non-tangent to last described line, concave Southwesterly and having a radius of 57.82 feet, through a central angle of 61°58'56" an arc distance of 62.55 feet to the end of said curve, said curve being subtended by a chord bearing and distance of North 65°08'08" West 59.54 feet; thence on a non-tangent line, South 81°47'09" West, 26.01 feet; thence North 55°44'53" West, 11.15 feet to a point on the aforementioned Southeasterly line of Access Easement South; thence along said Southeasterly line of Access Easement South the following courses: North 38°28'20" East, 203.78 feet; thence North 56°14'09" East, 108.22 feet to the Point of Beginning.

Containing 1.89 acres, more or less.
Exhibit "A" cont.

(Tatum Tract)

PARCEL ONE: ALL OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF ASHLAND AVENUE AS NOW ESTABLISHED, AND

ALL OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF ASHLAND AVENUE AS NOW ESTABLISHED.

PARCEL TWO: NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA LESS AND EXCEPT THE RIGHT OF WAY OF FLORIDA EAST COAST RAILWAY AND EASEMENT FOR DRAINAGE DITCH MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 100 FEET IN WIDTH, BEING 50 FEET ON EACH SIDE OF THE CENTER OF A CANAL OR DITCH, RUNNING IN A NORTHEASTERLY DIRECTION FROM THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 9 SOUTH, RANGE 28 EAST THROUGH SAID NORTHWEST QUARTER OF SOUTHWEST QUARTER TO WHERE SAID CANAL INTERSECTS THE RUN OF DEEP CREEK, ALL IN SECTION 9, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

CONTAINING 78 ACRES ±
Memorandum of Agreement Between
St. Johns River Water Management District and St. Johns County
For St. Johns County Basin 8 Regional Offsite Mitigation Area
(ROMA)

This Memorandum of Agreement is entered into by the St. Johns River
Water Management District (District) and St. Johns County (County) regarding the St.
Johns County Basin 8 Regional Offsite Mitigation Area (ROMA).

Witnesseth:

Whereas, Section 373.4135(1), Florida Statutes (F.S.), directs the District to
participate in and encourage the establishment of public offsite regional mitigation;

Whereas, the County desires to establish a ROMA to serve as mitigation for
future environmental resource permits (ERPs) issued by the District to the County for
County projects;

Whereas, Section 373.4135(6), F.S., requires that certain ROMAs for which
money is donated or paid as mitigation be established and operated pursuant to a
Memorandum of Agreement (MOA);

Whereas, although Section 373.4135(6), F.S., does not require that this St.
Johns County Basin 8 ROMA be established and operated under an MOA because no
money will be donated or paid as mitigation, the parties have determined that an MOA
would be mutually beneficial;

Whereas, Section 373.4135, F.S., provides that such MOA need not be
adopted by rule;

Now therefore, for and in consideration of the foregoing, which are made a
part of the MOA, the District and the County hereby agree to the following:

Section 1. The County will implement the St. Johns County Basin 8 ROMA as
described in the following five documents: (1) The Floyd Preservation Plan- attached as
Exhibit "A"; (2) "Wetland Mitigation Overall Site Plan for Masters Tract Regional
Stormwater Treatment Facility" WM-1, WM-11, WM-12 and WM-13 received by the
District on February 28, 2012, for permit 4-109-126294-1- attached as Exhibit B; (3) the
approved construction plans for permits 4-109-126294-1- attached as Exhibit C; (4) The
Tatum Tract Mitigation Plan View Map- attached as Exhibit D; and (5) this MOA. Each
of the exhibits described in this section shall be incorporated into and made part of this
MOA.

Section 2. In exchange for the County's implementation of the St. Johns County
Basin 8 ROMA as described above, the County will be able to use 27.956 Total
Functional Gain Units (FGUs) from the ROMA as mitigation for ERPs issued by the District to the County for County projects in Basin 8.

Section 3. Responsibilities.

A. Description of work. The County will conduct the following activities to return the sites to a more natural state:

Floyd Tract
- Preservation of 55.87 acres of wetlands
- Preservation of 2.77 acres of uplands

Masters Tract
- Wetland Flow-way Creation (C-4 and C-4N) of 14.3 acres
- Wetland Forest Enhancement of 7.8 acres
- Forested Wetland Creation (Cells 1, 2, 3A and 3B) of 38.1 acres
- Upland Buffer Enhancement of 21.0 acres
- Preservation of 4.0 acres of wetlands

Tatum Tract
- Preservation of 60.7 acres of wetlands
- Forested Wetland Enhancement of 13.4 acres
- Forested Upland Buffer Enhancement of 17.1 acres

The County will begin conducting these activities in 2014 and expects to complete construction in 2016.

B. Timeline for obtaining any required ERP. Some of the mitigation activities required an ERP, which the County obtained on March 16, 2012 (4-109-126294-1).

C. Environmental success criteria.

Floyd Tract:

(a) Preserve the entire property in perpetuity by conveying a conservation easement approved in writing by District staff.

(b) Perform annual inspection and exotic species removal/maintenance as needed. Invasive exotic species covers 1% or less in any one acre area.
Masters Tract:

(a) Preserve the entire property in perpetuity by conveying a conservation easement approved in writing by District staff.

(b) Perform annual inspection and exotic species removal/maintenance as needed. Invasive exotic species covers 1% or less in any one acre area.

(c) Perform the activities described in Exhibit B and ERP 4-109-126294-1.

(d) For the planted areas, plantings must meet the following success criteria within five years after initial planting:

i. At least 75 percent of the planted individuals in each stratum have survived throughout the monitoring period and are showing signs of normal growth, based upon standard growth parameters such as height and base diameter, or canopy circumference.

ii. At least 80 percent cover by appropriate wetland herbaceous species has been obtained.

iii. Hydrologic conditions generally conform to those specified for wetlands in Chapter 62-340, F.A.C.

iv. If successful establishment has not occurred as stated above within 5 years following initial planting, then within 30 days of the termination of the monitoring period, the County shall submit to the District a narrative describing the type and causes of failure and a complete set of plans for the redesign or replacement planting of the wetland mitigation area so that the success criteria will be achieved. If an ERP is required for the activity, then the County shall apply for a permit modification. Within 30 days of District approval and, if applicable, issuance of the permit modification, the permittee must implement the redesign and/or replacement planting. Following completion of such work, success criteria as stated above or modified by subsequent permit must again be achieved. In addition, the monitoring must be conducted.

v. In the event that 50 percent or greater mortality of planted wetland species in any stratum within the mitigation area occurs, the permittee must undertake a remediation program approved by District staff.
Tatum Tract:

(a) Preserve the entire property in perpetuity by conveying a conservation easement approved in writing by District staff.

(b) Perform annual inspection and exotic species removal/maintenance as needed. Invasive exotic species covers 1% or less in any one acre area.

(c) Perform the activities described in Exhibit D.

(d) Plant the following material at the Tatum Tract:

<table>
<thead>
<tr>
<th>Planting Plan for Tatum Tract</th>
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<tbody>
<tr>
<td>Tatum Tract Forested Wetland Enhancement (13.4-Acres)</td>
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<tr>
<th>Type</th>
<th>Scientific Name</th>
<th>Common Name</th>
<th>% Plants</th>
<th>Feet on Center</th>
<th>Size</th>
<th>Number of Plants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree</td>
<td><em>Acer rubrum</em></td>
<td>Red maple</td>
<td>25</td>
<td>10</td>
<td>1 gal</td>
<td>401</td>
</tr>
<tr>
<td></td>
<td><em>Nyssa sylvatica var. biflora</em></td>
<td>Swamp tupelo</td>
<td>25</td>
<td>10</td>
<td>1 gal</td>
<td>401</td>
</tr>
<tr>
<td></td>
<td><em>Taxodium distichum</em></td>
<td>Bald Cypress</td>
<td>50</td>
<td>10</td>
<td>1 gal</td>
<td>803</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>1,605</strong></td>
</tr>
<tr>
<td>Herb</td>
<td><em>Osmunda cinnamomea</em></td>
<td>Cinnamon fern</td>
<td>30</td>
<td>6</td>
<td>1 gal</td>
<td>1,926</td>
</tr>
<tr>
<td></td>
<td><em>Osmunda regalis</em></td>
<td>Royal fern</td>
<td>30</td>
<td>6</td>
<td>1 gal</td>
<td>1,926</td>
</tr>
<tr>
<td></td>
<td><em>Saururus cernuus</em></td>
<td>Lizards tail</td>
<td>40</td>
<td>6</td>
<td>2&quot; Liner</td>
<td>2,568</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>6,421</strong></td>
</tr>
</tbody>
</table>

Tatum Tract Forested Upland Buffer Enhancement (17.1-Acres)

<table>
<thead>
<tr>
<th>Type</th>
<th>Scientific Name</th>
<th>Common Name</th>
<th>% Plants</th>
<th>Feet on Center</th>
<th>Size</th>
<th>Number of Plants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree</td>
<td><em>Celtis laevigata</em></td>
<td>Sugarberry</td>
<td>20</td>
<td>20</td>
<td>1 gal</td>
<td>410</td>
</tr>
<tr>
<td></td>
<td><em>Ulmus americana</em></td>
<td>American elm</td>
<td>30</td>
<td>20</td>
<td>1 gal</td>
<td>615</td>
</tr>
<tr>
<td></td>
<td><em>Liquidambar styraciflua</em></td>
<td>Sweetgum</td>
<td>30</td>
<td>20</td>
<td>1 gal</td>
<td>615</td>
</tr>
<tr>
<td></td>
<td><em>Sabal palmetto</em></td>
<td>Cabbage palm</td>
<td>20</td>
<td>20</td>
<td>1 gal</td>
<td>410</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>2,048</strong></td>
</tr>
</tbody>
</table>

(e) For the planted areas, plantings must meet the following success criteria within five years after initial planting:

1. At least 75 percent of the planted individuals in each stratum have survived throughout the monitoring period and are showing signs of normal growth, based upon standard growth parameters such as height and base diameter, or canopy circumference.
ii. At least 80 percent cover by appropriate wetland or upland herbaceous species has been obtained.


iv. If successful establishment has not occurred as stated above within 5 years following initial planting, then within 30 days of the termination of the monitoring period, the County shall submit to the District a narrative describing the type and causes of failure and a complete set of plans for the redesign or replacement planting of the wetland mitigation area so that the success criteria will be achieved. If an ERP is required for the activity, then the County shall apply for a permit modification. Within 30 days of District approval and, if applicable, issuance of the permit modification, the permittee must implement the redesign and/or replacement planting. Following completion of such work, success criteria as stated above or modified by subsequent permit must again be achieved. In addition, the monitoring must be conducted.

v. In the event that 50 percent or greater mortality of planted wetland species in any stratum within the mitigation area occurs, the permittee must undertake a remediation program approved by District staff.

D. Monitoring and long-term management requirements. The County will monitor the planted areas for a total of 5 years following planting. In addition, the County shall furnish the District with two copies of an annual monitoring report on EN-55 for all wetland creation, restoration, and enhancement areas and upland enhancement areas for four growing seasons after establishment of this MOA unless otherwise notified by the District.

The County shall perform exotic species removal and maintenance activities and land management activities as described in this MOA.

The County will operate and maintain the site in a manner consistent with the Plans (Exhibits A, B and D), permits 4-109-126294-1, this MOA, and the conservation easement.

E. Project Assessment. Mitigation value was assessed pursuant to the Uniform Mitigation Assessment Method (UMAM) in Chapter 62-345, Florida Administrative Code. The District has determined that the ROMA can provide 27,956 Total Functional Gain Units (FGUs). The final UMAM assessment is attached as Exhibit E. Because this assessment accounts for time lag and risk, all of the FGUs will be available once the County records the District-approved conservation easements. To track the use of FGUs, the County and District will
maintain a list containing the project name, ERP number, FGUs used, and date used, until all FGUs have been used.

F. Completion of the mitigation work. The County is responsible for all work at the ROMA.

G. Geographic area where the project may be used. The FGUs from the ROMA may be used as mitigation for ERPs issued for County projects proposing impacts to herbaceous and forested freshwater wetlands in the District's Basin 8, which is where the ROMA is located.

H. Cost accounting, annual review and adjustment. Because the County will be using the ROMA only for County projects and will not be collecting funds from others to implement the ROMA, and because an MOA is not required for this type of ROMA, the District has determined that a procedure for full cost accounting is not needed in this case.

I. Land Acquisition. The County owns the property and does not need to acquire any lands for the ROMA.

J. Preservation of the site. The County will convey conservation easements to the District, as explained above.

K. Funds. Because the County will not collect moneys from others to implement the ROMA, the District has concluded that a procedure to track funds is not needed in this case.

L. Termination. If the District determines that the County is not in material compliance with the terms and conditions of this MOA, it shall provide the County with written notice of its material non-compliance and give the County ninety (90) calendar days, or another time period mutually agreed upon in writing, to correct the non-compliance. During the time period provided for correcting the non-compliance, the County may not use FGUs as mitigation for newly issued ERPs from the District.

If the County does not correct the material non-compliance within the stated timeframe, the District may terminate use of the remaining FGUs for future ERPs from the District.

If the District determines that the material non-compliance diminishes the value of FGUs already used from the ROMA, then the District shall provide the County with written notice of this determination. The District shall give the County ninety (90) calendar days, or another time period mutually agreed upon in writing, to correct the non-compliance or submit for District approval alternative mitigation for any permits that were not fully mitigated within the ROMA.
The County is obligated to manage the lands in accordance with the Plan, the conservation easement, and this MOA, regardless of whether FGUs have been used or terminated.

Section 4. Notices.

All notices required by this MOA shall be in writing and shall be sent by registered or certified mail, return receipt requested, as follows:

To the District: St. Johns River Water Management District
                  Jacksonville Service Center
                  7775 Baymeadows Way, Suite 102
                  Jacksonville, FL 32256
                  Attention: Christine Wentzel*

To the County: St. Johns County
               St. Johns County Environmental Division
               4040 Lewis Speedway
               St. Augustine, FL 32084
               Attention: Ryan Mauch*

Each party may unilaterally change the person to whom notices are sent by notifying the other party in writing.

Section 5. Effective Date and Term.

This MOA shall become effective upon the date the last party signs the agreement. This MOA shall remain in effect in perpetuity, unless both parties amend or terminate the MOA.

Section 6. Amendments.

This MOA, including its exhibits, may be amended in writing by the District and County.

Section 7. Severance Clause.

The invalidity of one or more of the phrases, sentences, clauses, or articles contained in the MOA shall not affect the validity of the remainder of this MOA, provided that the material purposes of this MOA can be determined and effectuated.

[remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed.

Approved as to Form and Legality
District Office of General Counsel
By: Rachel D. Henry

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT
By: [Signature]
Printed Name: Hans G. Tanzler III
Title: Executive Director
Date: October 8, 2014

Approved as to Form and Legality
St. Johns County Office of General Counsel
By: [Signature] 7/14/14
Senior Asst. County Attorney

ST. JOHNS COUNTY
By: [Signature]
Printed Name: John H. Morris
Title: Chairman
Date: 7/17/14
### Exhibit B to MOA

#### LITTORAL SHELFT (6.4-AC) - VEGETATION PLANTING PLAN TABLE

<table>
<thead>
<tr>
<th>Type</th>
<th>Species Name</th>
<th>Common Name</th>
<th>Plant Species</th>
<th>Plant Size</th>
<th>% of Plant Species</th>
<th>Number of Plants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herb 1</td>
<td>Spartina patens</td>
<td>Saltgrass</td>
<td>2' x 3' x 2'</td>
<td>60%</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Herb 2</td>
<td>Suaeda maritima</td>
<td>Glasswort</td>
<td>1' x 2' x 1'</td>
<td>40%</td>
<td></td>
<td>80</td>
</tr>
</tbody>
</table>

#### CANAL (1.4-AC) - VEGETATION PLANTING PLAN TABLE

<table>
<thead>
<tr>
<th>Type</th>
<th>Species Name</th>
<th>Common Name</th>
<th>Plant Species</th>
<th>Plant Size</th>
<th>% of Plant Species</th>
<th>Number of Plants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herb 3</td>
<td>Kochia scoparia</td>
<td>Russian thistle</td>
<td>1' x 1'</td>
<td>50%</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Herb 4</td>
<td>Hordeum murinum</td>
<td>Hordeum murinum</td>
<td>2' x 2'</td>
<td>30%</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Herb 5</td>
<td>Elymus repens</td>
<td>Timothy</td>
<td>3' x 3'</td>
<td>20%</td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

#### CELL 1 (17.4-AC) - VEGETATION PLANTING PLAN TABLE

<table>
<thead>
<tr>
<th>Type</th>
<th>Species Name</th>
<th>Common Name</th>
<th>Plant Species</th>
<th>Plant Size</th>
<th>% of Plant Species</th>
<th>Number of Plants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herb 6</td>
<td>Trianthema portulacoides</td>
<td>Salt marigold</td>
<td>4' x 4'</td>
<td>10%</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Herb 7</td>
<td>Atriplex portulaca</td>
<td>Saltbush</td>
<td>5' x 5'</td>
<td>20%</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Herb 8</td>
<td>Baccharis halimifolia</td>
<td>Salt新闻网eed</td>
<td>3' x 3'</td>
<td>30%</td>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>

#### CELL 2 (12.1-AC) - VEGETATION PLANTING PLAN TABLE

<table>
<thead>
<tr>
<th>Type</th>
<th>Species Name</th>
<th>Common Name</th>
<th>Plant Species</th>
<th>Plant Size</th>
<th>% of Plant Species</th>
<th>Number of Plants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herb 9</td>
<td>Spartina alterniflora</td>
<td>Salt marsh cordgrass</td>
<td>2' x 2'</td>
<td>50%</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Herb 10</td>
<td>Suaeda alterniflora</td>
<td>Glasswort</td>
<td>1' x 1'</td>
<td>30%</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Herb 11</td>
<td>Phragmites australis</td>
<td>Reed</td>
<td>3' x 3'</td>
<td>20%</td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

#### CELL 3 (13.7-AC) - VEGETATION PLANTING PLAN TABLE

<table>
<thead>
<tr>
<th>Type</th>
<th>Species Name</th>
<th>Common Name</th>
<th>Plant Species</th>
<th>Plant Size</th>
<th>% of Plant Species</th>
<th>Number of Plants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herb 12</td>
<td>Spartina anglica</td>
<td>Sea grass</td>
<td>4' x 4'</td>
<td>10%</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Herb 13</td>
<td>Juncus effusus</td>
<td>Meadow</td>
<td>5' x 5'</td>
<td>20%</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Herb 14</td>
<td>Carex stricta</td>
<td>Bent grass</td>
<td>3' x 3'</td>
<td>30%</td>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>

**Note:** Planting quantities include a 10% reserve for eventual cuttings.
WETLAND MONITORING & MITIGATION NOTES

1. In order to demonstrate that the performance standards stated in the Initial Permit conditions were met, the permittee shall submit a final report in a form that satisfies the requirements of this document. The report shall be submitted within 30 days of completion of construction work. The report shall include a tabular listing of all wetland areas from the Initial Permit, a detailed plan for drainage of all stormwater/wetland areas, and the report shall also include a proof sheet that demonstrates the location of the shoreline and contamination areas. The report shall also include an appendix that demonstrates the location of the proposed wetlands. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.

2. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.

3. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.

4. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.

5. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.

MAINTENANCE NOTES

1. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.

2. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.

3. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.

4. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.

5. The report shall be submitted to the Florida Aquatic and Wildlife Agency within 30 days of completion of construction work. The report shall include a summary of all phosphorus and nitrogen nutrient studies and all associated reports.
Exhibit D Tatum Tract

7.2.1.1 Vegetation Communities

Three communities were identified on-site and classified using the 1999 FDOT Florida Land Use, Forms, Cover, and Classification System (FLUCFCS): Coniferous Plantation (FLUCFCS Code 4410), Stream and Lake Swamps (Bottomland) (FLUCFCS Code 6150), and Wetland Coniferous Forest (FLUCFCS Code 6200). The Coniferous Plantation community comprises approximately 17.5 acres and is found throughout the southwestern parcel. This community is dominated by 10- to 12-year-old slash pines that were planted on rows on elevated beds. Other native species that are common include sapling sweetgum, wax myrtle, beautyberry, beggar ticks (Bidens alba), trumpet vine (Ampelopsis arborea), sapling sweetgums, and blackberry (Rubus sp.). The Stream and Lake Swamps (Bottomland) community comprises 60.7 acres of the property and is in the northwest corner of the southwestern parcel and the entire northeast parcel. The portion of this community in the southwest parcel was formerly row crops but is now dominated by red maple, swamp tupelo, bald cypress, laurel oak, wax myrtle, buttonbush, sedges, lizards tail, and royal fern. The remainder of this community found in the northeast parcel is mature and very high quality. Large bald cypress, swamp tupelo, and red maple are very common in this parcel. The Coniferous Plantation community refers to historic wetland areas that are now dominated by planted pine throughout the southern parcel. The canopy of this community is dominated by slash pine, but red maple and other wetland tree species dominate the mid- and understory.

7.2.1.2 Exotic Species

Numerous exotic and invasive plant species are found in the southwestern parcel and dominate the understory in much of the pine plantation and transitional areas. Exotic species observed include Caesar weed (Urena lobata), climbing fern, air potato, camphor, and rain tree (Cassia sp.).
7.2.2 Proposed Mitigation Activities

The County will place a conservation easement on the entire Tatum property to protect it in perpetuity from development. In addition to this preservation, the County also proposes wetland and upland buffer vegetation enhancement in the southwestern parcel to increase the habitat quality (Figure 7-9).

7.2.3 Upland Buffer Enhancement

The upland buffer found at this site was likely dominated by a mesic hammock community based on its proximity to the Deep Creek floodplain and a review of adjacent undeveloped properties. As a result, Jones Edmunds proposes that the densely planted slash pine dominating the upland buffer community have a 5th row thinning along with removal of the suppressed, damaged and poor quality trees left in the four remaining rows. A target of 190 trees per acre left standing would be acceptable for the first thinning and second thinning thereafter in five years, remove enough timber to hit a target of 76 to 150 trees per acre to allow native hardwoods to recover. Supplemental planting of sweetgum, sugarberry, American elm, and cabbage palm is proposed to facilitate the enhancement process. We also propose an extensive and aggressive exotic species management program to remove the large populations of species.

7.2.3.1 Wetland Enhancement

Jones Edmunds proposes enhancing 13.4 acres of on-site wetlands in the southwest parcel by harvesting and removing all pine within the wetland in addition to removing invasive/exotic species combined with supplemental planting of wetland trees. During pine removal, care will be taken to avoid damaging hardwood trees. Supplemental planting of red maple, bald cypress, swamp tupelo, cinnamon fern, royal fern, and lizards tail is proposed in areas that lack hardwood trees or saplings. Trees and herbaceous species will be planted on 20- and 10-foot centers, respectively. For this planting plan we used a supplemental planting of approximately 40% of the wetland enhancement area to calculate the number of trees that would actually be planted throughout the entire wetland, depending upon which areas were lacking native trees. Exotic plant species will also be removed from the on-site wetlands of both parcels.