

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS CONTAINED IN THE LICENSE AGREEMENT BETWEEN ST. JOHNS COUNTY AND SOUTHERN OFF-ROAD BICYCLE ASSOCIATION FOR COMPLETION OF A PUBLIC RECREATIONAL BICYCLE TRAIL SITUATED WITHIN A PORTION OF THE NOCATEE PRESERVE, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, St. Johns County and Southern Off-Road Bicycle Association Jacksonville Chapter, Inc. ("SORBA Jax") seek to enter into a license agreement to provide for the development and ongoing maintenance of a public bicycle trail, situated within the Nocatee Preserve; and

**WHEREAS**, the license agreement sets forth the parties' respective duties, obligations, rights and responsibilities with respect to development , maintenance and repair of the bike trail; and

**WHEREAS**, entering into the license agreement serves the interests of the County by providing for public recreational facilities for use by residents and visitors.

**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 legislative finds of fact.

Section 2. The Board of Commissioners hereby approves the terms and conditions contained in the license agreement attached hereto, providing for the development and maintenance of a public recreational bicycle trail within a portion of the Nocatee Preserve.

Section 3. The Board of Commissioners hereby authorizes the County Administrator, or designee, to execute a license agreement in substantially the same form and format as attached hereto on behalf of the County.

Section 4. To the extent that there are typographical and/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 of St. Johns County, Florida, this 15 day of May, 2018.

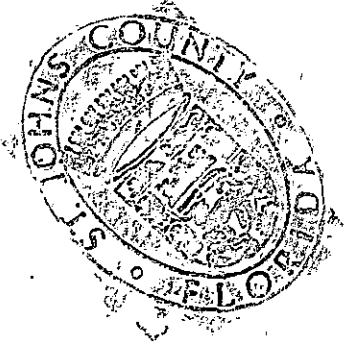
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: Henry Oser  
Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halteman  
Deputy Clerk

RENDITION DATE 5/17/18



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**LICENSE AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY  
AND  
SOUTHERN OFF-ROAD BICYCLE ASSOCIATION  
FOR NOCATEE PRESERVE**

**THIS LICENSE AGREEMENT** (Agreement), made on this \_\_\_ day of \_\_\_\_\_, 2018, by and between the St. Johns County (County), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, and Southern Off-Road Bicycle Association Jacksonville Chapter, Inc. ("SORBA Jax"), a Florida non-profit corporation, whose address for the purpose of this Agreement is 587 Majestic Eagle Drive, Ponte Vedra, Florida 32081.

**WITNESSETH:**

**WHEREAS**, approximately 1,630 acres situated on the western shores of the Tolomato River and directly across from the Guana Wildlife Management Area and State Park, as more specifically described in and depicted on the map attached hereto as Exhibit A (incorporated herein by this reference), and commonly known as the Nocatee Preserve (Preserve), was donated to the County as part of a regionally significant mitigation plan associated with the Nocatee development; and

**WHEREAS**, in accordance with the terms, conditions and provision of the Nocatee Preserve Management Plan (Plan) attached hereto as Exhibit B (incorporated herein by this reference), and subject to a conservation easement and certain deed restrictions, the County is responsible for the maintenance and operation of the Preserve; and

**WHEREAS**, SOBRA Jax is a duly authorized and validly existing charitable organization exempt from taxation pursuant to section 501(c)(3) of the United States Internal Revenue Code, which promotes fitness, community involvement and fun through off road biking activities for all skill levels; and

**WHEREAS**, at SOBRA Jax's sole cost and expense, SOBRA Jax desires to provide to the County development and maintenance services by developing and maintaining off-road cycling features (Project) within a designated portion of the Preserve (Project Site), as depicted in Exhibit C (incorporated by herein by this reference); and

**WHEREAS**, it serves the mutual interests of the County and SOBRA Jax to collaborate to facilitate completion of the Project for the benefit and enjoyment of local citizens and guests; and

**WHEREAS**, the County and SOBRA Jax seek to enter into this Agreement in order to detail the respective duties, obligations, rights and responsibilities of each party associated with completing and maintaining the Project.

**NOW THEREFORE**, for Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, of which the receipt and sufficiency thereof is hereby acknowledged by each party hereto, the County and SOBRA Jax agree as follows:

1. Recitals. The recitals set forth above, which are correct, accurate and true, are hereby incorporated into the body of this Agreement as findings of fact.

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2. Definitions. As used in this Agreement, the terms outlined below shall have the following meanings. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa unless the context clearly requires otherwise.
- a. "Department" means the St. Johns County Parks and Recreation Department.
  - b. "Governmental Requirement" means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, license, authorization, or other direction or requirement of any governmental and/or regulatory federal, state, or local entity with jurisdiction over the County, SOBRA Jax and/or the Preserve. Governmental Requirements shall include all applicable, relevant, or appropriate Florida statutes and County ordinances, including, without limitation, any regulation found in the Florida Administrative Code, and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both within and outside the present contemplation of the respective parties to this transaction.
  - c. "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, hazardous or toxic substances, or related materials, including, without limitation, those defined in:
    - i. the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.);
    - ii. the Hazardous Materials Transportation Act, as amended (42 U.S.C. § 1801 et seq.);
    - iii. the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 et seq.);
    - iv. regulations adopted and publications promulgated pursuant to the foregoing;
    - v. any other Governmental Requirement; and
    - vi. any other material the use, release, disposal, or presence of which may result in liability under any Governmental Requirement or common law action.
  - d. "Agreement" means collectively this Agreement and all exhibits hereto, including any amendments or addenda that may supplement, modify or amend this Agreement.
  - e. "Term" means the effective term of this Agreement, which is the period of 10 years beginning on {insert date} and expiring on {insert date}.
  - f. "Preserve" means the approximately 1,630 acres situated on the western shores of the Tolomato River and directly across from the Guana Wildlife Management Area and State Park as more specifically described in and depicted on the map attached hereto as Exhibit A, together with all real property interests and rights therein and thereto, and all existing improvements located thereon, and all improvements constructed or installed thereon as approved by the County during the Term. The Preserve is generally located at 501 Davis Park Road, St. Augustine, Florida 32084.
  - g. "Project" means that collection of off-road cycling features developed and constructed by SOBRA Jax, situated within the Project Site and approved by the County.
  - h. "Project Site" means the area(s) of the Preserve designated by the County for construction of the Project, as more specifically described in and depicted on the map attached hereto as Exhibit C.

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3. Representations, Warranties, Validity and Binding Effect. SORBA Jax represents, warrants and agrees as follows:
  - a. SORBA Jax is a non-profit corporation, duly organized, validly existing, and in good standing under the laws of the State of Florida and exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, with full legal right, power, and authority to conduct its operations substantially as presently conducted, and to execute, deliver, and perform its obligation under this Agreement.
  - b. After a duly called meeting of its board of directors, at which a quorum was present and acting throughout, SORBA Jax authorized the execution and delivery of this Agreement, and such corporate authorization remains in full force and effect and has not been revoked or modified in any respect whatsoever.
  - c. This Agreement is a legal, valid, and binding obligation of SORBA Jax, enforceable against SORBA Jax in accordance with its covenants, conditions, and terms, except as enforceability may be limited by equitable principles, or bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally.
  - d. The execution and delivery of this Agreement and compliance with the covenants, conditions, and terms hereof will not conflict with or constitute a breach of or a default under the provisions of any applicable federal, state, or local law, court or administrative regulation, judgment, decree, order, or any agreement, indenture, or other instrument to which SORBA Jax is a party.
  - e. SORBA Jax, to the best of its knowledge, is not in breach of or in default under any applicable federal, state, or local law, ordinance, court or administrative regulation, decree, order, or any agreement, indenture, or other instrument to which SORBA Jax is a party, and no event has occurred and is continuing which with the passage of time or the giving of notice or both would constitute a breach or default which would affect the validity or enforceability of this Agreement or would affect materially or adversely the financial condition, operation, or properties of SORBA Jax to perform its obligations hereunder.
  - f. To the best of SORBA Jax's knowledge, there is no action, suit, proceeding, inquiry, or investigation, in equity or at law, before or by any court, governmental agency, public board or body to which SORBA Jax is a party, pending or, to the best of its knowledge, threatened against or affecting it (i) contesting its corporate existence, tax exempt status or powers, or the titles of its officers to their respective offices, (ii) contesting the validity or the power of SORBA Jax to execute and deliver, or affecting the enforceability of, this Agreement, (iii) contesting or affecting the power of SORBA Jax to consummate the transactions contemplated by this Agreement, or (iv) wherein an unfavorable court decision, ruling, or finding would materially affect the financial position of SORBA Jax.
4. License. In consideration of the representations, agreements, and covenants contained herein, the County will permit SORBA Jax to use the Preserve for the purposes of developing and thereafter maintaining the Project for the Term of this Agreement. No other use of the Preserve is permitted by this License without the prior written consent of the County, which consent may be withheld in the sole, absolute discretion of the County. During development of the Project only, and with the prior permission of the County, SORBA Jax may temporarily restrict access of the general public to the portions of the Project Site under development only. Upon mutual written agreement of the parties, this Agreement and the License contained herein may be extended for up to three (3) additional periods of five (5) years under the same terms and conditions as are set forth herein. Notice of SORBA Jax's

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request for any additional terms shall be provided to the County in writing by no less than ninety (90) days prior to the expiration of the then-current term.

5. The Project. Development and construction of the Project shall be completed subject to the following:
- a. SORBA Jax will develop and submit to the County a proposal for development of the Project at the Preserve (Proposal), as more particularly described in Exhibit D (incorporated herein by this reference). At minimum, the Proposal will include height, width, and location of features, proposed signage and equipment to be utilized. Prior to the execution of this Agreement, the County shall review and approve the Proposal.
  - b. SORBA Jax shall limit development and construction of the Project solely to the Project Site. Any improvement or portion of the Project constructed or situated outside of the Project Site by SOBRA Jax shall be removed by SORBA Jax at its sole expense. In the event, SORBA Jax fails to remove such improvement or portion of the Project in a reasonable time, the County may remove it and shall be reimbursed by SORBA Jax for all costs and expenses of the removal incurred by the County.
  - c. SORBA Jax shall commence construction of the Project in accordance with the design plans contained in the Proposal approved by the County. All costs associated with completion of the Project shall be at SORBA Jax's sole expense.
  - d. SORBA Jax will perform all work necessary to complete the Project. Such work will be subject to inspection by the County at all reasonable times, and no work will be considered complete unless and until approved as complete in writing by the County. Following completion of the work, in the event that the County later discovers any issues related to the work, the County shall provide written notice to SORBA Jax of such issues. SORBA Jax shall be provided a reasonable period of time, as mutually agreed upon by the parties, to correct any such issues.
  - e. Ancillary Improvements. The County shall complete ancillary improvements to the Project to provide for public information and education. Such improvements may include, but is not limited to directional signage and information kiosks. The County and SORBA Jax shall work jointly to develop informational materials and signage related to features of the Project. Such materials shall be for the benefit of the public, and shall be subject to final approval by the County.
  - f. SORBA Jax shall not discriminate against any person on the basis of race, creed, color, gender, religion, ethnic or national origin, age, marital status, or disability in carrying out the Project.
  - g. It is the intent of the parties that the County shall be the intended beneficiary of all warranties relating to the construction of the Project, and SORBA Jax shall require all warranties to so designate the County. SORBA Jax shall deliver to the County all warranties upon completion of the construction of the Project.
  - h. Any material additions, deletions, or revisions to the Project, as set forth in approved design plans contained in the Proposal approved by the County, shall require the prior written approval of the County.
  - i. In the event SORBA Jax fails to timely complete the construction of the Project, or any part thereof, the County shall have the right, but no obligation, to remove or to complete the construction of the Project, or any part thereof, at the sole cost and expense of SORBA Jax.

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j. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which such provisions are not altered, expanded, or waived, the County shall be responsible for contaminated media or Hazardous Materials and shall defend and hold SORBA Jax harmless from any costs, losses, and damages, including attorney's fees and court costs, arising out of or resulting from any contaminated media or Hazardous Materials that were at the Preserve prior to the execution of this Agreement; however, if, because of the construction of the Project, any federal, state, or local regulatory or grant authority requires remediation of contaminated media or Hazardous Materials that were at the Preserve following the execution of this Agreement, then SORBA Jax shall be responsible for proper removal, handling, and disposal or other lawful remediation of such contaminated media or Hazardous Materials which require removal because of the construction of improvements. SORBA Jax shall provide The County immediate written notice of any communication from regulatory or grant authorities concerning contamination or remediation requirements. SORBA Jax shall not be liable for contaminated media or Hazardous Materials it did not generate, store, or release during the term of this Agreement.

k. SORBA Jax shall indemnify, defend, and hold harmless the County and its officers, employees, agents, invitees, guests, and contractors from and against all claims, costs, losses, and damages, including, but not limited to, all attorney's fees and all court costs, caused by, arising out of, or resulting from the construction of the Project, provided that any such claim, cost, loss, or damage is: (1) attributable to bodily injury, sickness, disease, death, or environmental remediation liability as referenced in paragraph 5(j) above, or to damage to or destruction of tangible property; and (2) caused by acts or omissions of SORBA Jax or any of its contractors, subcontractors, suppliers, or any persons or organizations employed by it in the performance or maintenance of the Project during the term of this Agreement. The provisions of this Section 5(k) shall survive the expiration or termination of this Agreement. [BB1]

6. a. Maintenance and Repairs. Following completion of the Project and during the Term of this Agreement, SORBA Jax will perform the work described in Exhibit E in order to maintain and keep in good repair the Project. All maintenance will be performed in accordance with the standards set forth in Exhibit E or as modified in writing by the County. SORBA Jax shall pay and be responsible for all of the costs and expenses of all maintenance and repair of the Project. Upon expiration or early termination of this Agreement, SORBA Jax shall, at its sole cost and expense, demolish and remove the Project, or any part of it, from the Preserve if requested to do so by the County.

b. Notice of Maintenance and Repairs by SORBA. Following completion of the Project, SORBA Jax shall provide the County no less than 72 hours prior notice of SORBA's intent to complete any maintenance of, or repair work to, the Project. Such notice shall include a description of the proposed work. Upon approval by the County, SORBA Jax shall complete such maintenance and repairs.

c. Periodic Inspections. For the duration of this Agreement, at least one time each year, at a mutually convenient time prior to riding season (November through May), the County and SORBA Jax shall jointly inspect the Project. In the event that the need for any maintenance of, or repairs to the Project are identified, the County shall provide SORBA Jax a reasonable period of time to complete such work. Each party reserves the right to conduct additional inspections. In the event that SORBA Jax identifies a condition at the Preserve (not included in the Project) that requires maintenance or repair, it shall promptly notify the County of such condition.

d. Notice of Maintenance by the County. From time to time, the County is required to perform maintenance of the Preserve, which may require limited public access and use of the Project Site. Such maintenance may including but is not limited to prescribed burns, clearing, post-storm inspections, and debris removal. In instances of scheduled maintenance by the County that requires restricted or limited access or use of the Project Site, the County shall provide no less than 48 hours prior notice to SORBA

**Jax. In instances of unscheduled maintenance by the County that requires restricted or limited access or use of the Project Site, the County shall provide notice as soon as practicably possible under the circumstances as determined by the County.**

7. Insurance.

a. Prior to commencing construction of the Project and without limiting its liability under this Agreement License, SORBA Jax shall procure and maintain for the entire Term of this Agreement, at its sole cost and expense, during the Term insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Limits</u>
Workers' Compensation	Florida Statutory Coverage
Employer's Liability (including appropriate Federal Acts)	\$100,000 each incident \$500,000 Disease/Policy Limit \$100,000 Disease/Each Employee

SORBA Jax's workers' compensation insurance shall cover SORBA Jax (and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCD, without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate. If SORBA Jax is not required to carry workers' compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. SORBA Jax shall provide to the County written confirmation verifying the exemption on SORBA Jax's letterhead, certified and signed by an officer or authorized representative of SORBA Jax.

Commercial General Liability	\$1,000,000 per Occurrence
Park-Operations	\$2,000,000 Aggregate
Products-Completed Operation	\$1,000,000 Products/Comp Ops
Contractual Liability	
Independent Contractors	

(ISO Form CGOOO 1 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

(The County and its officers, employees and agents shall be endorsed as an additional insured under all of the above Commercial General Liability coverage).

Automobile Liability	\$500,000 CSL
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b. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. SORBA Jax shall be responsible for payment of its deductible(s). Depending upon the nature of any aspect of the Project and its accompanying exposures and liabilities, the County may, at its sole



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option, require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the County also be named as an additional insured.

- c. SORBA Jax shall provide such other insurance of the types, amounts, and coverages required by the County's Risk Manager in his/her sole reasonable discretion, including, but not limited to, insurance for design plan errors or omissions.
  - d. Notwithstanding anything contained herein, the liabilities of SORBA Jax under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of nor failure to disapprove insurance furnished by SORBA Jax shall relieve SORBA Jax from its responsibility to provide insurance as required by this Agreement.
  - e. The County is self-insured through the State of Florida, Division of Risk Management, and its obligations with respect thereto are controlled by the provisions of section 768.28, Florida Statutes. Nothing contained this Agreement shall be deemed as a waiver, alteration, modification or extension of the sovereign immunity limits provided in section 768.28, Florida Statutes. Nothing in this Agreement shall be considered a waiver of governmental immunity by the County or, to the extent available to it, SORBA Jax or its employees, agents and volunteers.
8. Events and Activities. Subject to prior written approval by the County, SORBA Jax may conduct public events and activities within the Project. Requests to conduct such events and activities shall be made to the County no less than 14 business days in advance. SOBRA shall not conduct any such event or activity unless authorized in writing by the County.
9. Indemnification. SORBA Jax and its subcontractors (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend the County and the County's officials, officers, directors, employees, representatives, volunteers and agents (individually or collectively referred to as the "Indemnified Parties") from and against:
- a. General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to the Indemnifying Parties' performance of this Agreement or the work performed hereunder; and
  - b. any failure by SORBA Jax to perform any of the covenants, agreements, conditions, and/or terms of this Agreement on SORBA Jax's part to be performed; and
  - c. any accident, injury, or damage caused by SORBA Jax's development, construction, maintenance, or repair of the Project at the Preserve; and
  - d. SORBA Jax's failure to comply with any laws, ordinances, requirements, orders, directions rules, or regulations of any federal, state, local county, or other applicable governmental authority; and
  - e. any construction lien, conditional bill of sale, or chattel mortgage filed against the Preserve or any improvements or equipment therein or any materials thereon used in the construction or alteration of the Project or other related structures thereto; and
  - f. any tax, fee, or cost attributable to the execution, delivery, or recording of this License or any modification thereof; and

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g. SORBA Jax's use of the Preserve; and

h. any negligent or intentional act or omission of SORBA Jax or any of SORBA Jax's representatives, employees, licensees, invitees, volunteers, or agents; or any Hazardous Materials stored, spilled, or disposed of on the Preserve by SORBA Jax or any of SORBA Jax's representatives, employees, licensees, invitees, volunteers or agents in connection with the Project.

This Section 8 shall survive the termination or expiration of this Agreement. This agreement regarding Indemnification is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

10. Compliance with Governmental Requirements. SORBA Jax will comply with all Governmental Requirements as defined herein which govern or affect the Preserve and SORBA Jax's performance of this Agreement. SORBA Jax shall notify the County of SORBA Jax's violation of any Governmental Requirement with twenty four (24) hours after SORBA Jax's knowledge thereof, and SORBA Jax shall diligently and prudently take all requisite actions to correct any violations of Governmental Requirements as soon as reasonably possible after the discovery of the same. Upon request by the County, SORBA Jax shall provide written certification that its use of the Preserve and all work completed in performance of this Agreement comply with applicable Government Requirements.

11. Title to the Preserve. Title to the Preserve shall remain vested with the County. It is expressly understood by each of the parties hereto that SORBA Jax shall have no interest in the title to the Preserve but shall only have the License described herein. SORBA Jax shall accept the Preserve "as is." Title to any improvements made to the Preserve shall be vested with the County, subject to the covenants, conditions, and terms contained in this Agreement. Title to and ownership of any of SORBA Jax's furnishings, furniture, equipment, or other personal property used in performance of this Agreement and located on or within the Preserve shall be remain with SORBA Jax.

12. Destruction or Damage. In the event the Project or any part thereof is destroyed or damaged from any casualty, SORBA Jax shall repair the damage and restore the Preserve to the extent insurance proceeds are available to SORBA Jax. In any event, the County shall be under no duty or obligation to replace, restore or repair any damage to or destruction of the Project or any part thereof.

13. Hazardous Materials.

a. SORBA Jax will not knowingly use, handle, store, or permit the use, handling or storage of Hazardous Materials on or in the Park. SORBA Jax shall not dispose of or permit or allow the disposal, leakage, spillage, or discharge on the Preserve of any Hazardous Material. If any Hazardous Material should be used, handled, or stored (except in accordance with this section) or if any Hazardous Material is disposed of or permitted to leak, spill, or discharge on the Preserve by accident or otherwise, SORBA Jax will: (i) provide immediate written notice to the County; (ii) immediately commence and diligently pursue the removal of any such Hazardous Material; (iii) remediate, clean, and restore the area affected by the Hazardous Material in accordance with all applicable Governmental Requirements; and, (iv) pay all fines, fees, assessments, and penalties arising therefrom. Upon request by the County, SORBA Jax will furnish to the County certification that SORBA Jax is in compliance with the provisions of this Section 12.

b. SORBA Jax shall provide written notice to the County within three (3) calendar days of: (i) any change in SORBA Jax's utilization and operation of the Preserve involving the use, handling, or storage

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of Hazardous Materials; (ii) receipt of any warning, notice, notice of violation, lawsuit, or the like from any governmental agency or regulatory authority relating to environmental compliance; (iii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or (iv) release, spillage, leakage, or disposal of any Hazardous Material on the Preserve.

c. If SORBA Jax shall fails to perform (defaults) any of the provisions of this Section 12, the County shall have the right, but shall not be obligated, to enter into and go upon the Preserve without thereby causing or constituting a termination of this Agreement, in whole or in part, and take such steps and incur such expenses as the County in its sole discretion deems necessary to correct such default by SORBA Jax. Additionally, SORBA Jax shall reimburse the County on demand for all costs and expenses incurred by the County as a result of such default.

14. Default. Each of the following shall constitute an event of default, and a breach of this Agreement:
  - a. failure to make timely payment of any fees, costs or expenses due pursuant to the terms, conditions and provisions of this Agreement; or
  - b. failure to perform in accordance with any of the terms, conditions and provisions of this Agreement.
15. Right to Cure. If an event of default shall occur, then the party not in default shall have the right, but not the obligation, to provide the defaulting party a reasonable period of time to cure the default as specifically set forth in a written notice issued to the defaulting party. At minimum, such notice will include a description of the nature of the default and a reasonable period time in which to cure the default. Failure to timely cure any event of default shall constitute cause for immediate termination of this Agreement by the non-defaulting party with no further notice to the defaulting party.
16. Termination. Subject to the provisions concerning default and right to cure, either the County or SOBRA Jax shall have the right to terminate this Agreement at any time by providing no less than ninety (90) days prior written notice of such termination.
17. License and Permits. SOBRA Jax, at its sole cost and expense, shall secure and maintain all applicable licenses, permits and approvals required for construction and maintenance of the Project. The County will reasonably cooperate with SOBRA Jax to provide information and to execute documents necessary to assist SOBRA Jax in obtaining such licenses, permits and approvals.
18. County's Right to Inspect. At any time during the effective Term of this Agreement, the County shall have the absolute right enter the Preserve to inspect the Project, the Project Site and all surrounding areas.
19. Force Majeure. If the County or SORBA Jax is delayed in, hindered by, or prevented from the performance of any act provided in this Agreement by reason of strikes, lockouts, labor disputes, inability to procure materials, power failure, prohibitive governmental laws, regulations or actions, war, riots, insurrection, or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.
20. Mechanics Liens. SOBRA Jax shall not cause any materialman's or other lien to be filed or otherwise claimed against the Preserve or any part thereof, or any other property owned or maintained by the County, by reason of labor or materials provided for SOBRA Jax or any of its contractors or subcontractors, or otherwise arising out of SOBRA Jax's construction of the Project. Nothing contained

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in this Agreement shall be deemed in any way to give SORBA Jax any right, power, or authority to contract for or permit to be furnished any service or materials which would give rise to the filing of any mechanics' or materialman's lien against the County's interest in and to the Preserve or any improvements made thereto.

21. Miscellaneous.

a. Notices. All notices issued pursuant to this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the person at the address designated below. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Each party may change its address by providing prior notice to each of the other party(ies).

If to the County: St. Johns County Parks and Recreation Department  
2175 Mizell Road  
St. Augustine, FL 32080-9157

With copy to: St. Johns County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084

If to SORBA Jax: SORBA Jax  
c/o Todd Cejka  
587 Majestic Eagle Drive  
Ponte Vedra, FL 32081

b. Neither party may assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.

c. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.

d. This Agreement is governed by the laws of the State of Florida without regard to choice of law, and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.

e. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.

f. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.

g. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.

h. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.

i. The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement.

**DRAFT COPY**

j. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.

k. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

l. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

**IN WITNESS WHEREOF**, each of the parties hereto have executed this Agreement for the purposes detailed herein effective the day and year first above written.

**COUNTY**

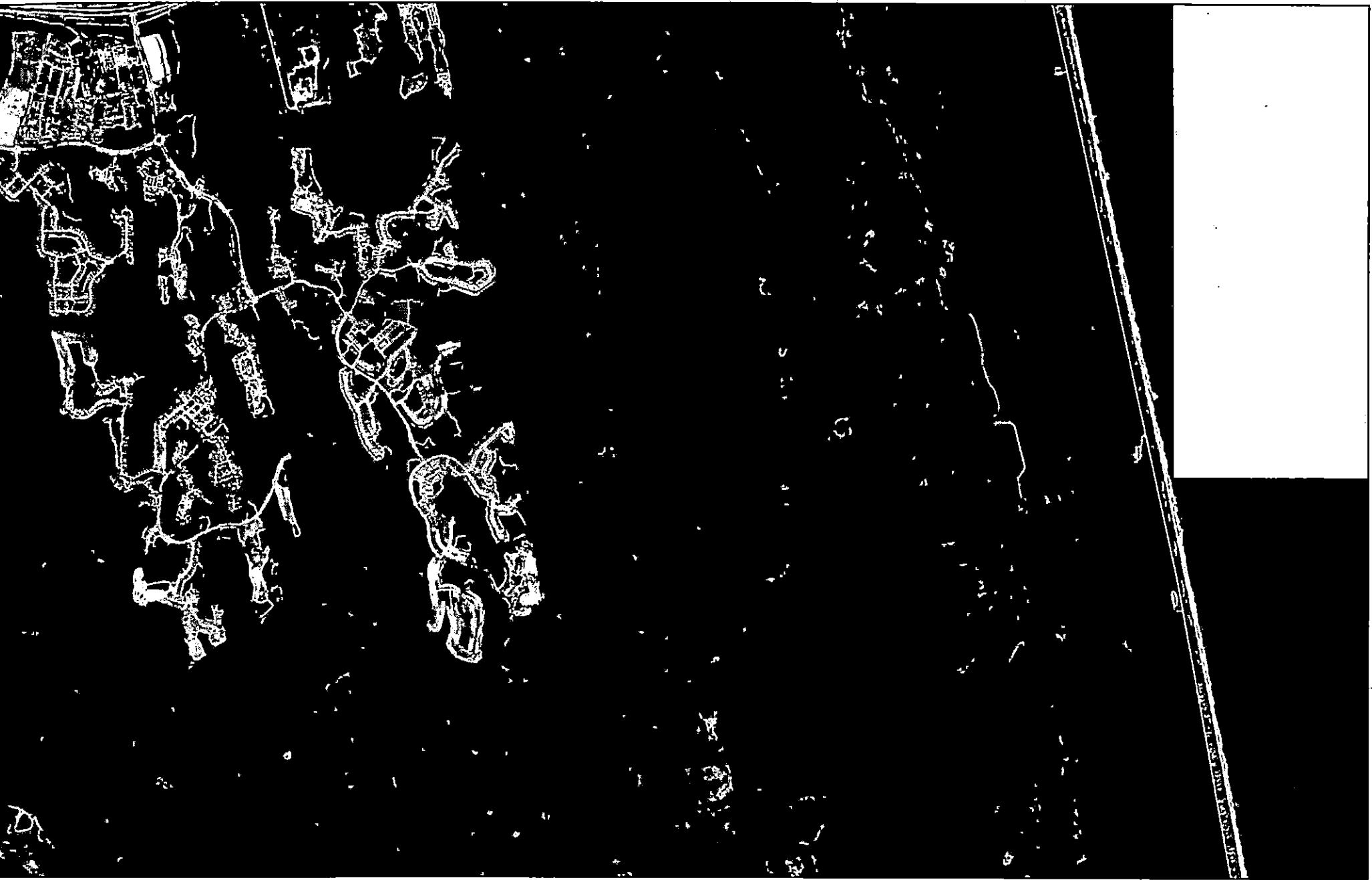
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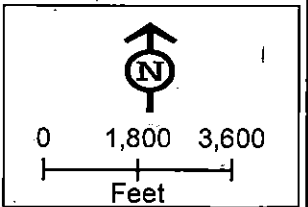
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Map created with St. Johns County's iMap

**DISCLAIMER:**  
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Date: 1/10/2017



**R E C E I V E D**

FEB 1u 2004

Jax Service Center  
SJRVM

**NOCATEE PRESERVE  
MANAGEMENT PLAN**

FEBRUARY 2, 2004

## **NOCATEE PRESERVE MANAGEMENT PLAN SUMMARY**

### **RESOURCE MANAGEMENT**

**Overall Objective:** Through preservation and enhancement techniques the wetlands and uplands within the Nocatee Preserve will mature and become integrated into more natural communities and ecosystems.

#### **Management of Wetland Areas**

##### **Saltwater Marsh (FLUCFCS 642)**

**Objective:** To maintain the Saltwater Marsh habitat in its natural condition

**Management:**

- No active management required
- Habitat will remain in its natural condition
- Habitat will be placed under a perpetual conservation easement

##### **Stream and Lake Swamp (FLUCFCS 615)**

**Objective:** To maintain the Stream and Lake Swamp habitat in its natural condition

**Management:**

- No active management required
- Habitat will remain in its natural condition
- Habitat will be placed under a perpetual conservation easement
- Unused trail roads will revegetate naturally
- Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent
- Chemical treatment of exotics will be in accordance to State and Federal regulations

##### **Wet Coniferous Plantation (FLUCFCS 441w)**

**Objective:** To restore the Wet Pine Plantation habitat to a more natural wetland community. The habitat will be restored consistent with adjacent wetland systems.

**Management:**

- Planted slash pines thinned to 50 stems per acre
- Bedding rows greater than 6 inches will have cross-channels cut perpendicular to the row every 100 feet to improve hydrology



- Understory and groundcover assessed within 6 months of thinning
- Supplemental planting (wetland tree and shrub species) will occur, if favorable understory species are not present
- Supplemental planting will consist of up to 100 stems per acre (3-gallon size)
- Monitoring will be conducted for 3 years
- Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent
- Chemical treatment of exotics will be in accordance to State and Federal regulations
- Habitat will be placed under a perpetual conservation easement

## **Management of Upland Areas**

### **Coniferous Plantation (FLUCFCS 441)**

Objective: To increase species diversity, promote a more natural vegetative association and to increase the health and value of the habitat

#### **Management:**

- Planted slashed pine thinned to 50 stems per acre
- Understory and groundcover assessed within 6 months of thinning
- Supplemental planting (upland tree species) will occur, if natural recruitment does not occur at a density of 100 stems per acre
- Supplemental planting may occur up to 100 stems per acre
- A dormant season prescribed bum and/or mechanical clearing may be conducted in 3-5 year intervals to reduce fuel loads
- The exact timing of prescribed bums will be determined by environmental conditions and the best professional judgment of a Certified Bum Technician
- Removal of diseased trees (pine beetle infestations) will occur on an as needed basis
- Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent
- Chemical treatment of exotics will be in accordance to State and federal regulations
- Habitat will be placed under a perpetual conservation easement

### **Live Oak (FLUCFCS 427)**

Objective: To maintain the Live Oak habitat in its natural condition

#### **Management:**

- No active management required
- Habitat will remain in its natural condition
- Habitat will be placed under a perpetual conservation easement
- Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent
- Chemical treatment of exotics will be in accordance to State and Federal Regulations

#### **Pine-Mesic Oak (FLUCFCS 414)**

Objective: To maintain the Pine-Mesic Oak habitat in its natural condition

##### Management:

- A dormant season prescribed burn and/or mechanical clearing to reduce fuel loads may be conducted in 5 year intervals
- The exact timing of prescribed burns will be determined by environmental conditions and the best professional judgment of a Certified Burn Technician
- Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent
- Chemical treatment of exotics will be in accordance to State and Federal regulations
- Habitat will be placed under a perpetual conservation easement

#### **Temperate Hardwoods (FLUCFCS 425)**

Objective: To maintain the Temperate Hardwood habitat in its natural condition

##### Management:

- No active management required
- Habitat will remain in its natural condition
- Habitat will be placed under a perpetual conservation easement
- Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent
- Chemical treatment of exotics will be in accordance to State and Federal regulations

# NOCATEE PRESERVE MANAGEMENT PLAN

## TABLE OF CONTENTS

1.0	OVERVIEW .....	1
1.1	Executive Summary.....	1
1.2	Description .....	1
2.1	RESOURCE MANAGEMENT.....	2
2.2	Management Objectives .....	2
2.3	Management of Wetland Areas.....	2
2.4	Management of Upland Areas.....	4
3.1	RECREATIONAL AND FACILITY MANAGEMENT.....	6
3.2	Overall Recreational Use Policies and Restrictions.....	6
3.3	Access and Security.....	10
3.4	Development Standards and Restrictions By Use.....	10
3.5	Summary of Allowable Uses and Impacts.....	17
3.6	Architectural Engineering and Site Design Standards and Guidelines.....	17
3.7	St. Johns River Water Management District Approvals.....	17
4.1	ADMINISTRATION AND IMPLEMENTATION PLAN.....	17
4.2	Ownership.....	17
4.3	Nocatee Preserve Advisory Board .....	17
4.4	Special Use Authorization .....	18
4.5	Operations.....	18

Table 3.4- Summary of Allowable Uses - Allocated Areas

# NOCATEE PRESERVE MANAGEMENT PLAN

## 1.1 OVERVIEW

## 1.2 EXECUTIVE SUMMARY

The 1,630-acre Nocatee Preserve represents a significant opportunity to preserve valuable estuarine marshes and forested watersheds on the northern Tolomato River. The Nocatee Preserve is located on the western shores of the Tolomato River, directly across from the Guana Wildlife Management Area and State Park, thus providing additional protection to both sides of the Tolomato River. The Nocatee Preserve's location is significant because it is adjacent to a National Estuarine Research Reserve (NERR). The primary objective of the Nocatee Preserve will be to enhance and maintain the ecological integrity of the natural systems associated with the property. The Nocatee Preserve will also have a public use component that allows limited recreational uses that are compatible with the conservation oriented goals of the Nocatee Preserve. This management plan was prepared to provide for the long-term restoration, maintenance and preservation of the property as well as providing development guidelines and restrictions regarding use of the property for passive recreational uses by the public.

## 1.3 DESCRIPTION

The Nocatee Preserve encompasses 1,630 acres of habitat including approximately 452 acres of saltmarsh habitat above the mean high water line, 946 acres of hydric hammock and floodplain swamp and 232 acres of upland habitat (pine plantation and live oak hammocks). The Nocatee Preserve ranges in width between 0.5 and 1.5 miles and extends approximately 3.5 miles parallel to the Guana-Tolomato River. Ultimately, the Nocatee Preserve will act as a 1,630-acre buffer between the Guana-Tolomato River and the Nocatee development. The Nocatee Preserve provides water quality benefits by protecting the headwaters of Smith Creek and Deep Creek, which flow into the Tolomato River. Further, this mosaic of uplands and wetlands including fresh water and brackish systems provides diverse habitat for a wide range of wildlife species. The Nocatee Preserve, together with the Nocatee Greenway, serves as a link to establish a permanent, natural corridor between the Atlantic Ocean and the St. Johns River via the Guana State Park and Wildlife Management Area, the Durbin Creek basin and the Twelve Mile Swamp. This corridor will maintain important wildlife habitat corridors connecting regionally significant environmental lands.

The Nocatee Preserve will be donated to St. Johns County as part of a regionally significant mitigation plan for Nocatee (SJRWMD # 4-031-87432-1). Upon transfer, St. Johns County will be responsible for the maintenance and operation of the Nocatee Preserve subject to deed restrictions and a conservation easement placed on the property encompassing the conditions of this management plan. The Nocatee Preserve's unique natural features will be protected by this management plan, the conservation easement and deed restrictions.

The Nocatee Preserve's recreational component includes passive recreational uses and design criteria for trails, interpretive exhibits, public access points, environmental learning center, restrooms, ADA accessibility, parking, observation areas and boardwalks and other support facilities. The proposed infrastructure improvements are not required of St. Johns County, but represents the maximum allowable uses that may be constructed within the Nocatee Preserve.

# NOCATEE PRESERVE MANAGEMENT PLAN

## 2.1 RESOURCE MANAGEMENT

### 2.2 MANAGEMENT OBJECTIVES

The land management objectives for the Nocatee Preserve include: wetland preservation, upland preservation, and upland enhancement. Through a combination of preservation and enhancement techniques, the Nocatee Preserve will mature and become integrated into more natural communities and ecosystems. The management plan is divided by habitat type and the specific management techniques for each habitat type are discussed in the subsequent sections

### 2.3 MANAGEMENT OF WETLAND AREAS

#### 2.3.1 Saltwater Marsh (FLUCFCS 642)

##### (a) Saltwater Marsh Habitat Description

The saltwater marsh community is found along the Atlantic Intracoastal Waterway (AIWW), with portions being tidally influenced. There are approximately 452 acres of habitat above the mean high water line. Vegetation above the mean high water line is typically herbaceous and includes such species as smooth cordgrass (*Spartina alterniflora*), black needle rush (*Juncus roemerianus*), seashore saltgrass (*Distichlis spicata*), saltwort (*Batis maritima*), glasswort (*Salicornia* spp.), seaside daisy (*Borrchia frutescens*), and salt jointgrass (*Paspalum vaginatum*). This area is in excellent condition, with negligible disturbance.

##### (b) Saltwater Marsh Habitat Management

The adjacent silvicultural land use has had limited influence on the saltmarsh habitat; therefore, active management of this community type is not required. The saltwater marsh habitat will be left in its natural condition and will be placed under a conservation easement, preserving the habitat in perpetuity, except for limited impacts associated with access improvements. The creation of the Nocatee Preserve will also act as a natural buffer protecting the water quality of the saltwater marsh habitat.

#### 2.3.2 Stream and Lake Swamp (FLUCFCS 615)

##### (a) Stream and Lake Swamp Habitat Description

The stream and lake swamp community is generally found adjacent to or associated with the major drainageways found on the project site. The Stream and Lake Swamp habitat found within the Nocatee Preserve includes virtually all of the Cabbage Swamp system. Canopy species found in these areas include blackgum (*Nyssa sylvatica* var. *biflora*), bald cypress (*T. distichum*), red maple (*Acre rubrum*), swamp bay (*Persea palustris*), loblolly bay (*Gordonia lasianthus*), sweetgum (*Liquidambar styraciflua*), and water oak (*Quercus nigra*). Portions of this community may be dominated by one or two species, while others exhibit a diverse assemblage of hardwood species. Additional canopy and/or subcanopy species include water hickory (*Carya aquatica*), pignut hickory (*Carya glabra*), loblolly pine (*Pinus taeda*), cabbage palm (*Sabal palmetto*), water locust (*Gleditsia aquatica*), southern magnolia (*Magnolia grandiflora*), swamp laurel oak (*Quercus laurifolia*), swamp chestnut oak (*Quercus michauxii*), live oak (*Quercus virginiana*), hackberry (*Celtis laevigata*), alder (*Alnus serrulata*), American hornbeam (*Carpinus caroliniana*), water ash (*Fraxinus caroliniana*), basswood (*Tilia americana*), American elm (*Ulmus americana*), mulberry (*Morus rubra*), pipestem (*Agarista populifolia*), swamp dogwood (*C. foemina*), Virginia willow (*Itea virginica*) and wax myrtle (*Myrica cerifera*). Shrub and

## NOCATEE PRESERVE MANAGEMENT PLAN

groundcover species include dwarf palmetto (*Sabal minor*), red chokeberry (*Aronia arbutifolia*), arrowroot (*Thalia geniculata*), cinnamon fern (*Osmunda cinnamomea*), fetterbush (*Lyonia lucida*), lizard's tail (*Saururus cernuus*), netted chain fern (*Woodwardia areolata*), pickerelweed (*Pontederia cordata*), poison ivy (*Toxicodendron radicans*), and royal fern (*Osmunda regalis*).

### (b) Stream and Lake Swamp Habitat Management

The Stream and Lake Swamp habitat will be left in its natural condition and will be placed under a conservation easement, preserving the habitat in perpetuity. Limited logging roads do occur through this community, which facilitated past silvicultural activity. Generally, the trail roads consist of minimal fill material and have limited traffic use; upon cessation of use, the trail roads should revegetate naturally overtime, except for those specifically slated for removal as depicted in the mitigation plan. No specific management techniques will be applied to this habitat. Removal of exotic species will occur, if coverage is greater than 10 percent. Potential exotics include Chinese tallow (*Sapium sebiferum*), air potato (*Dioscorea bulbifera*), cogon grass (*Imperata cylindrica*) and torpedo grass (*Panicum repens*). If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

### 2.3.3 Wet Coniferous Plantation (FLUCFCS 441w)

#### (a) Wet Coniferous Plantation Habitat Description

The wet coniferous plantation community, which occurs on hydric soils, is dominated by a canopy of slash pine (*Pinus elliottii*) with scattered loblolly pine and pond pine (*Pinus serotina*). Subcanopy species are less scattered than in upland coniferous plantation and consist of water oak, sweetgum, red maple, loblolly bay, and sweet bay (*Magnolia virginiana*). Understory shrub species consist of bitter gallberry (*Ilex glabra*), saw palmetto (*Serenoa repens*), fetterbush (*Lyonia lucida*), and wax myrtle. The herbaceous layer, where present, is dominated by wiregrass (*Aristida* spp.) with scattered cinnamon fern and netted chain fern. In these areas, which have been recently clearcut or recently planted, herbaceous species dominate. Typical species include broomsedge (*Andropogon* spp.), beak rushes (*Rhynchospora* spp.), nut rush (*Scleria triglomerata*), panic grasses (*Panicum* spp.), redroot (*Lachnanthes caroliniana*), cinnamon fern, and saw palmetto.

#### (b) Wet Coniferous Plantation Habitat Management

Within the selected areas of the Nocatee Preserve, the Wet Pine Plantation habitat will be restored to a more natural community type and will be placed under a perpetual conservation easement. The Wet Pine Plantation habitat within the Nocatee Preserve is within the 7 to 25+ years old age class. The management plan's objective is to convert the pine plantation areas into a more natural wetland community. The habitat will be restored consistent with adjacent wetland systems. Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

#### 7 to 25+ Year Old Pine Plantation

## NOCATEE PRESERVE MANAGEMENT PLAN

The 7 to 25+ year old pine plantation will be selectively thinned to 50 stems per acre. The density reduction of slash pine will open the canopy and increase stand diversity.

After the stand is thinned to the recommended density, the understory and groundcover communities will be assessed (within 6 months) and their relative densities determined. If the understory community is composed of favorable wetland species, in good condition and if healthy natural recruitment currently exists, supplemental planting will not be necessary. If the understory is not sufficiently present, lacks favorable species and does not show signs of natural recruitment, supplemental planting will be conducted. Supplemental planting will occur at a density up to 100 stems per acre. Trees will be specified at 3-gallon size, i.e., one-half to one-inch caliper and five to six feet in height. Trees will be randomly planted to mimic natural conditions as opposed to planting on measured centers. Species to be utilized will include red maple, sweetgum, dahoon holly, swamp bay, loblolly bay, water oak and fetterbush. The wetland enhancement area will be monitored annually for three years to ensure enhancement success.

During the thinning and supplemental planting process, the artificial bedding rows will be manipulated to allow for normal hydrologic conditions to return to the area, which will promote a more natural landscape for the reestablishment of a natural wetland community. If the bedding rows are less than 6 inches in height, no manipulation will occur. However, if the bedding rows are greater than 6 inches, cross channels will be cut perpendicular to the bedding rows every 100 feet.

### 2.4 MANAGEMENT OF UPLAND AREAS

#### 2.4.1 Coniferous Plantation (FLUCFCS 441)

##### (a) Coniferous Plantation Habitat Description

The coniferous plantation community is the most common upland community type found on the property. This community within the Nocatee Preserve consists of mature plantation areas dominated by 20 to 25-year-old stands. In the uplands, the dominant canopy vegetation is generally planted slash pine. Subcanopy species include scattered water oak, sweetgum, and red maple. Understory shrub species consist of bitter gallberry, saw palmetto, staggerbush (*Lyonia mariana*), gallberry, and wax myrtle. The herbaceous layer, where present, is dominated by wiregrass and bracken fern (*Pteridium aquilinum*). This herbaceous composition is most common in recently clearcut or recently bedded upland portions.

##### (b) Coniferous Plantation Habitat Management

The Pine Plantation habitat found within the Nocatee Preserve is considered mature plantation (20 to 25 years old), which has become a monocultural habitat, dominated by a canopy of slash pine, often to the exclusion of other canopy species. The stand density often results in ground cover that is either sparse or very dense and only dominated by a few species. This results in a community type of limited diversity both in vegetation and wildlife utilization. The primary goal of the management regime for the mature pine plantation within the Nocatee Preserve is to increase species diversity, promote a more natural vegetative association and to increase the health of the habitat.

## NOCATEE PRESERVE MANAGEMENT PLAN

Selective thinning will be employed to promote a more open canopy by reducing the pine stand's density to 50 stems per acre; therefore creating a density that is more consistent with natural pine flatwoods communities of northeast Florida. By reducing the pine canopy cover, canopy hardwood species and additional groundcover species should recover, thus increasing habitat diversity and providing significant environmental benefits to the vegetative community and wildlife utilization. Harvesting (cutting) may also be conducted according to best management practices if diseased trees occur, such as pine beetle infestations.

After the stand is thinned to the recommended density, the understory and groundcover communities will be assessed and their relative densities determined. If the understory community is composed of favorable species in good condition and if healthy natural recruitment currently exists, supplemental planting will not be necessary. If the understory is not sufficiently present, lacks favorable species and does not show signs of natural recruitment, supplemental planting will be conducted. Supplemental planting will occur at a density up to 100 stems per acre. Trees will be specified at 3-gallon size, i.e., one-half to one-inch caliper and five to six feet in height. Trees will be randomly planted to mimic natural conditions as opposed to planting on measured centers. Species to be utilized on will include live oak (*Quercus virginiana*), southern magnolia (*Magnolia grandiflora*), water oak (*Quercus nigra*), laurel oak (*Quercus laurifolia*) and American holly (*Ilex opaca*).

After the selective thinning, the following fall or winter season a dormant season prescribed burn or mechanical clearing at 3-5 year intervals will be conducted in the mesic areas to reduce the fuel load and to help maintain the natural vegetative community and species diversity. In the xeric portions of the habitat, if present, a growing season prescribed burn at 3-5 year intervals will be conducted to reduce fuel loads, control hardwoods (turkey oak) and to maintain the diversity representative of the sandhill community. The specific timing and placement of the prescribed burns will be determined by environmental conditions and the best professional judgment of a Certified Burn Technician. Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

### 2.3.2 Live Oak (FLUCFCS 427)

#### (a) Live Oak Habitat Description

The live oak community is found in scattered locations within the Nocatee Preserve. The dominant canopy vegetation is live oak with southern magnolia, laurel oak, and sweetgum as lesser components. Understory vegetation includes scattered gallberry, tarflower (*Befaria racemosa*), saw palmetto, dwarf huckleberry (*Gaylussacia dumosa*) and bracken fern.

#### (b) Live Oak Habitat Management

The Live Oak habitat within the Nocatee Preserve exists as a mature natural community with limited impacts caused by silvicultural activity; therefore, this habitat type does not require active management to maintain its current condition. Removal of exotic species will occur on an as needed basis, if coverage is greater than



## NOCATEE PRESERVE MANAGEMENT PLAN

10 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

### 2.3.3 Pine-Mesic Oak (FLUCFCS 414)

#### (a) Pine Mesic Oak Habitat Description

The Pine-Mesic Oak community is found in transitional areas within the Nocatee Preserve. This community is dominated by a canopy of slash pine, loblolly pine, water oak and laurel oak. Other species found within the canopy include pignut hickory, southern magnolia and sweetgum. Understory and shrub vegetation is composed of flowering dogwood (*Cornus florida*), saw palmetto, wax myrtle, American beautyberry (*Callicarpa americana*), sparkleberry (*Vaccinium arboreum*) and gallberry. Herbaceous vegetation includes such species as greenbriar (*Smilax* sp.), Virginia creeper (*Parthenocissus quinquefolia*) wild grape (*Vitis* sp.) and bracken fern.

#### (b) Pine Mesic Oak Habitat Management

The Pine-Mesic Oak habitat exists as a mature natural community within the Preserve and will be placed under a perpetual conservation easement. A dormant season prescribed burn or mechanical clearing will be conducted to reduce the fuel load and to help maintain the natural vegetated community and species diversity. The specific timing and placement of the prescribed burns will be determined by environmental conditions and the best professional judgment of a Certified Burn Technician. Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

### 2.3.4 Temperate Hardwoods (FLUCFCS 425)

#### (a) Temperate Hardwoods Habitat Description

The temperate hardwood community is most commonly found along the western edge of the AIWW. The canopy is dominated by live oak, laurel oak, water oak, southern magnolia, and cabbage palm. The understory typically comprises less mature specimens of these same species. The shrub layer is dominated by such species as saw palmetto and bitter gallberry. The herbaceous layer is dominated by quaking grass (*Chasmanthium* sp.), scattered bracken fern, and cinnamon fern.

#### (b) Temperate Hardwoods Habitat Management

The Temperate Hardwood habitat within the Nocatee Preserve exists as a mature natural community with limited impacts caused by silvicultural activity; therefore, this habitat type does not require active management to maintain its current condition and will be placed under a perpetual conservation easement. Removal of exotic species will occur on an as needed basis, if coverage is greater than 1- percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

## 3.1 RECREATIONAL AND FACILITY MANAGEMENT

## 3.2 OVERALL RECREATIONAL USE POLICIES AND RESTRICTIONS

## NOCATEE PRESERVE MANAGEMENT PLAN

- 3.2.1 Recreational Fishing.** Recreational fishing as authorized by the Florida Fish and Wildlife Conservation Commission is allowed in the Nocatee Preserve except where specifically restricted by signs. The Florida Fish and Wildlife Conservation Commission requires any person engaging in recreational fishing to have appropriate fishing licenses in their possession, unless exempted by the Commission.
- 3.2.2 Hiking.** Hiking is allowed in the Nocatee Preserve only on designated trails. For the purpose of this subsection, hiking shall include jogging, bird watching, or any other activity where travel is by foot only and does not involve another activity described in this chapter.
- 3.2.3 Horseback Riding.** Horseback riding is allowed in the Nocatee Preserve following the existing north/south trail road from the north trailhead to Spanish Landing. Riding is limited to the existing trailroad or a new ten (10) foot parallel trail within a maximum corridor width of 50 feet on either side of the existing trail road centerline. The Nocatee Preserve shall not be used for any type of special equestrian events, shows or large group activities, but rather limited to individual or small group riding experiences. Restrictions that may limit the number of horses permitted in the Preserve on a daily basis and restrictions that further reduce the areas accessible for horseback riding may be established based on the impact the equestrian use may have on the other recreation uses and any impact on the natural environment.
- 3.2.4 Bicycling.** Bicycling is allowed in the Nocatee Preserve, but only on designated multi-purpose trails, which specifically allow bicycling.
- 3.2.5 Hunting.** Hunting is not allowed in the Nocatee Preserve, unless by a Special Use Authorization associated with removal or control of nuisance animals.
- 3.2.6 Dogs, Cats, or Other Domestic Animals.** Dogs, cats, and other domestic animals of similar nature are allowed in the Nocatee Preserve provided that such animals must be leashed at all times.
- 3.2.7 Swimming.** There are no designated swimming areas in the Nocatee Preserve.
- 3.2.8 Plants or Animal Removal, Destruction or Harassment.** All plants and animals in the Nocatee Preserve are protected. Removing, destroying, or harassing animals or plants from, or in the Nocatee Preserve is prohibited except for fishing or removals associated with reforestation, control of exotic or nuisance species, or other land management activities which are part of this management plan.
- 3.2.9 Archaeological or Cultural Resources Removal, Alteration, or Destruction.** All archaeological and cultural resources in the Nocatee Preserve are protected. Removal, alteration or destruction of archaeological or cultural resources is prohibited unless authorized by a Special Use Authorization for scientific or land management purposes. Approval is required by the Florida Department of State, Division of Historical Resources prior to authorizing the removal, alteration or destruction of any archaeological or cultural resources. Archaeological or cultural resources means associated physical remnants and features contained in the ground including artifacts, fossils, bones, shell mounds, or private culture facilities or items. The Division of Historical Resources shall be notified of any discovery of archaeological or cultural resources.

## NOCATEE PRESERVE MANAGEMENT PLAN

- 3.2.10 Disposal or Discharge of Waste.** The disposal or discharge of any waste outside of designated waste collection facilities is prohibited in the Nocatee Preserve. The disposal of oil, gasoline or other hazardous substances is prohibited in the Nocatee Preserve.
- 3.2.11 Destruction, Removal, or Alteration of Nocatee Preserve Facilities or Equipment.** The unauthorized destruction, removal, or alteration of any Nocatee Preserve facilities or equipment is prohibited. Facilities and equipment may include water control structures, scientific study plots, photo points, transect lines, survey markers, public buildings, towers, recorders, gages, signs, gates, fences, or monuments.
- 3.2.12 Firearms and Similar Equipment.** The possession or use of firearms or similar equipment is prohibited except as authorized by a Special Use Authorization for approved land management activities such as the removal of nuisance species. Firearms and similar equipment includes shotguns, rifles, muzzle loading guns, pistols, revolvers, air guns, blow guns, bows, crossbows, spear guns, or other devices capable of mechanically propelling an arrow, spear or other projectile.
- 3.2.13 Posting or Distributing Bills.** Distributing any handbills or circular, or posting, placing, or erecting any bills, notices, papers, signs or advertising devices or informational matter of any kind, excluding notices by the Nocatee Caretaker, is prohibited in the Nocatee Preserve.
- 3.2.14 Fires.** Igniting any fire in the Nocatee Preserve is prohibited except for prescribed burns and picnic cooking fires (in grills) in designated areas, or fires authorized by a Special Use Authorization, such as special event campfires.
- 3.2.15 Trapping.** Trapping is prohibited in the Nocatee Preserve except where specifically authorized by a Special Use Authorization, which shall be limited to scientific study or removal of nuisance species.
- 3.2.16 Camping.** Camping in the Nocatee Preserve is prohibited unless authorized by a Special Use Authorization to conduct scientific study or research or to implement land management practices.
- 3.2.17 Introduction of Plants and Animals to District Lands.** The introduction of plants or animals to the Nocatee Preserve is prohibited unless done pursuant to an approved land management activity. All new planting associated with the recreational improvements shall be native indigenous plant material, except grasses used for picnic areas, trail edges and for stabilization and erosion control.
- 3.2.18 Use of Motorized Vehicles and Boats.**
- (1) Motorized vehicles that are licensed for Florida highway use are allowed on designated public roads and parking areas. All-terrain, off-road, or other motorized vehicles are prohibited in the Nocatee Preserve except by a Special Use Authorization for access by mobility impaired persons, which may be issued.
  - (2) Overnight parking of recreational vehicles is prohibited in the Nocatee Preserve except by a Special Use Authorization to conduct research for scientific or land management purposes.
  - (3) Motorized vehicles licensed for Florida highway use shall be operated by licensed drivers only on roads designated as open for public motorized vehicles.

## NOCATEE PRESERVE MANAGEMENT PLAN

- (4) Motorized vehicles shall not exceed posted speed limits. The speed limit shall be posted no higher than 25 miles per hour.
  - (5) Motorized vehicles operated by Nocatee Preserve personnel are permitted throughout the Nocatee Preserve to implement the Land Management Plan; to provide security and to provide emergency medical assistance to park personnel, visitors and wildlife.
  - (6) Boating. Boating is allowed in the Nocatee Preserve waterways subject to the following:
    - (a) Boats shall not be operated in a manner, which would damage plants, animals or other environmental resources.
    - (b) Airboats are not permitted in the Nocatee Preserve.
    - (c) Boating is prohibited in areas closed to boating for public safety, resource protection, and protection of Nocatee Preserve facilities or equipment. Boating shall be limited by engine type, speed, or vessel type as necessary for public safety, resource protection, or protection of Nocatee Preserve facilities or equipment, and these limitations may be made specific to each waterbody. Areas closed to boating and boating limitations shall be indicated by signs. The launching of motorized vessels is limited to boats with electrical trolling motors only; canoes, kayaks and other small vessels with no gasoline motorized engines.
  - (7) No boat ramp or launch suitable for trailer use is permitted to be constructed within the Nocatee Preserve.
  - (8) Boat launching is limited to canoes, kayaks, and other small vessels that can be launched by hand. Launching of boats with internal combustion engines is prohibited; electric trolling motors are permitted.
  - (9) Motorized vehicles such as electric golf carts are limited to the areas where vehicular access is permitted and on the North/South Parkway; however, use of these golf cart type vehicles in these areas may be further restricted.
- 3.1.19 Concessions and Vending. Concessions may be located in the Nocatee Preserve to serve the interests of the public and assist in providing for public uses of the Nocatee Preserve while managing these lands in an environmentally acceptable manner. All concessions shall be limited to the Environmental Learning Center, the North and South Trailheads and the Spanish Landing Picnic Area.
- 3.1.20 Unauthorized Facilities or Structures. Constructing or erecting any facility or structure is prohibited in the Nocatee Preserve unless authorized in this management plan or by a Special Use Authorization.
- 3.1.21 Other Uses. Any use of the Nocatee Preserve not specifically authorized by this management plan is prohibited unless authorized by a Special Use Authorization, or amendment to the management plan.
- 3.1.22 Other Recreational Facilities. No playground, ballfields, sport courts, swimming pools or any other type of athletic facilities may be constructed in the Nocatee Preserve.
- 3.1.23 Universal Design for Impaired Users. The recreational improvements shall, to the maximum extent possible, include portions of the Nocatee Preserve to be accessible to the various types of impaired users.
- 3.1.24 Hours of Operation. The Nocatee Preserve shall be open to the public between sunrise and sunset or as otherwise further restricted. Nighttime use is prohibited unless authorized

## NOCATEE PRESERVE MANAGEMENT PLAN

by a Special Use Authorization. The Nocatee Preserve may be closed to the public during the following conditions:

- (1) When such action is necessary to protect the water, natural or culture resources of the Nocatee Preserve.
- (2) During emergency conditions such as floods, severe water events, wild fires or during prescribed burns, construction of other land management activities that may present a danger to the public.
- (3) When areas of the Nocatee Preserve are undergoing construction or restoration.
- (4) Portions of the Nocatee Preserve may be closed during certain hours or for certain periods of time when such closure is necessary to implement land management requirements.
- (5) When it is necessary to conduct research studies or data collection.

**3.1.25 Lighting.** Lighting within the Nocatee Preserve is limited to security lighting at the trailheads; onsite lodging sites; gates and gatehouses; administrative/work yard complex; Environmental Learning Center and other areas to maintain surveillance and security. It is the intent to minimize lighting within the Nocatee Preserve as much as possible.

**3.1.26 Restrooms and Water and Sewer Services.** Restrooms are allowed at specific locations within the Nocatee Preserve, provided septic systems are approved by St. Johns County Health Department or connections are made to the central utility system serving the Nocatee development. If drain fields are installed, there shall be a minimum 125-foot distance to any adjacent wetlands. Wells are permitted to be installed to provide water to the restrooms, trailheads, security lodging, administrative offices and work yard; and the Environmental Learning Center.

**3.1.27 Utilities.** Portions of the Nocatee Greenway may be utilized for utility crossings for underground and overhead electrical and communication lines; underground, water, sewer and reuse lines; and for stormwater outfalls. The installation and normal maintenance associated with the utility crossing is also a permitted activity.

### 3.2 ACCESS AND SECURITY

**3.2.1** No public use or access to the Nocatee Preserve will be allowed until an adequate level of infrastructure improvements to the Nocatee Preserve are made to accommodate visitors. Prior to public use of the Nocatee Preserve, a visitor management and operation plan must be in place. Until such time that improvements and infrastructure are in place, access will be limited to St. Johns County personnel and those authorized by such county staff. St. John's County will be responsible for maintaining gates and other security control. The Developer will retain the right to relocate access points. It is anticipated that the initial access will be made available through the north access roadway (Section 3.3.1). The south access point to the Nocatee Preserve will be open to the public when the Crosswater Parkway is platted (See section 3.3.2).

**3.2.2** Gates will be installed at both the North and South Access Roads to control public access into the Nocatee Preserve. The gates will be locked every night. Fencing and other access control devices will be installed to prohibit unauthorized access into the Nocatee Preserve. The perimeter of the property will be posted and additional fencing installed as needed based on specific areas and security considerations. In addition to the management and maintenance staff who operate the Nocatee Preserve, resident security or ranger staff

# NOCATEE PRESERVE MANAGEMENT PLAN

lodging will be permitted within the Nocatee Preserve. (See section 3.3.6 for further description.)

## 3.3 DEVELOPMENT STANDARDS AND RESTRICTIONS BY USE

### 3.3.1 The North Access Road

#### **Description:**

The north gate will be the initial primary access to the Nocatee Preserve. This access will originate at CR 210 and may connect to the St. Johns County Regional Park and/or Oak Hammock Residential Village. As shown on Map A, a portion of this access will be via an off-site easement north of the Nocatee Preserve. This easement follows an existing trail road through a wetland area. Improvements to the entire length of the existing trail road will be made to accommodate pedestrian access, vehicular access and utilities. Some wetland fill and drainage improvements will be required for this access road.

The north access road will terminate within the northern portion of the Nocatee Preserve. This access may serve the north trailhead parking area and the Environmental Learning Center. In addition, a non-vehicular access pathway will be constructed along the access road to allow pedestrian, bicycle, and electric car access to the Nocatee Preserve trailhead. The north access road may be paved, however alternative pavement alternatives may be used such as pervious pavement, stabilized shell, recycled concrete, etc.

#### **Standards and Restrictions:**

- Both the off-site and on-site North Access Road shall follow an existing trail road through wetlands.
- Approximately 3.5 acres of wetland impacts may be required to improve the trail road. The mitigation for these impacts will be within the Nocatee Preserve. The impacts shall be permitted with the St. Johns River Water Management District.
- A Gatehouse, with a security gate and fencing, may be constructed adjacent to the access road.

### 3.3.2 The South Access Road

#### **Description:**

The south access drive originates within the Nocatee Community at Crosswater parkway, as shown on Map A. This access drive follows the Deep Creek Greenway, generally following the alignment of the existing trail road that now accesses Spanish Landing. Vehicular, bicycle, electric cart, and pedestrian access will be provided along the South Nocatee Preserve Road to the south trailhead. The access drive to Spanish Landing will be paved or stabilized.

#### **Standards and Restrictions:**

- Improvements to the South Access Road may be required to accommodate additional vehicular traffic. Approximately .6 acres of wetland impacts may be required to improve the existing trail road crossings, including the new Spanish Landing Access Road. The mitigation for these impacts will be within the Nocatee Preserve. The impacts shall be permitted with the St. Johns River Water Management District.
- A Gatehouse and a security gate, with fencing may be constructed next to the South Access Road.

### 3.3.3 North and South Trailheads

# NOCATEE PRESERVE MANAGEMENT PLAN

## **Description:**

The public access from the North and South Access Roads will terminate at the north and south trailheads. These trailheads will be two of three areas where public vehicular access and parking will be allowed within the Nocatee Preserve. Both trailheads may include restroom facilities, vehicular parking, picnic tables and shelters, environmental interpretive kiosks, multi-purpose picnic area and other trailhead furniture and improvements to support the trailhead functions. The general location of the north and south trailheads are depicted on Map A. Exact location may change based on final site planning.

## **Standards and Restrictions:**

- The number of paved car and bus parking spaces shall not exceed 25 parking spaces at each trailhead. Additional parking areas for motorized carts may also be provided.
- Structures at each trailhead shall be limited to one (1) restroom facility and associated covered pavilion, two (2) group picnic shelters, four (4) individual picnic shelters and interpretive kiosks for each trailhead. Bike racks may be constructed. All buildings and parking areas shall not be visible from the adjacent tidal marshes.
- An open multi purpose picnic area not to exceed *Yi* acre, with no impervious surfaces, is permitted at each trailhead.
- Trailhead site area: 52,000 SF each.

### **3.3.4 Environmental Learning Center**

#### **Description:**

An Environmental Learning Center will be permitted within the Nocatee Preserve. It is proposed that this learning center will be a regional facility designed to educate and inform the public of the unique ecosystems of the Nocatee Preserve and the Tolomato River Basin. The center will include indoor and outdoor environmental exhibits and displays, as well as interpretive areas in adjacent vegetative communities. The facility may accommodate groups such as school children.

The location of the center shall be adjacent to the north entry trailhead. The general area of the site is shown on Map A. The building and associated facilities shall be constructed to blend into its natural surroundings and are subject to the architectural design guidelines.

#### **Standards and Restrictions:**

- The Environmental Learning Center shall be located adjacent to the North Trailhead.
- The maximum footprint of the Center, including all covered porches and indoor space, shall not exceed 5,000 square feet. The overall building square footage shall not exceed 10,000 square feet. Uses are limited to exhibit space; restrooms; meeting rooms; gift shop; and maintenance and administrative offices to support the facilities.
- The maximum height of the building shall not exceed 35 feet with a maximum of two floors.
- The Center will comply with ADA design standards.
- The building shall not be visible from any point within the adjacent tidal marshes.
- An outdoor multi-use gathering area is allowed, but shall not exceed a cleared area of one acre. It shall include no paved impervious surfaces other than pathways.
- The number of paved car and bus parking spaces shall not exceed 30 spaces, in addition to the allowable 25-trailhead parking spaces.
- Site area for the Environmental Learning Center: 68,000 SF.

### **3.3.5 Preserve Administrative Offices and Work Yard**

## NOCATEE PRESERVE MANAGEMENT PLAN

### **Description:**

A limited area within the Nocatee Preserve may be used for activities related to the managing of the Nocatee Preserve. Uses shall accommodate administrative, maintenance and storage facilities to support Nocatee Preserve operations. Typical uses of the site include parking for Nocatee Preserve staff; storage of maintenance equipment and supplies; administrative offices; staff employment facilities such as lockers and restrooms; maintenance shop and other facilities directly related to the maintenance and operation of the Nocatee Preserve. Vehicular access from the access road is permitted for deliveries and staff access.

### **Standards and Restrictions:**

- Site area for the Nocatee Preserve Offices and Work Yard: 44,000 SF.
- All buildings and improvements shall be designed to blend into the natural surroundings and are subject to the architectural design guidelines.
- Structures, including sheds and other improvements shall be a minimum of 100 feet from any jurisdictional wetland.
- Buildings shall be no more than 25 feet in height and limited to one story and may include manufactured homes.
- No structure, facility or activity within the site shall be within view of any area from the tidal marshes. The entire facility shall be secured and screened from public view using a combination of wood privacy fencing and native plant material.

### **3.3.6 Staff and Security Lodging**

#### **Description:**

Resident security or ranger staff lodging is allowed within the Nocatee Preserve to provide additional nighttime security and to establish a security presence. The two sites may be located adjacent to both the North and South Access Roads. Location of the security lodging shall be in close proximity to these roads and to the Nocatee Preserve's gates and access points. These sites are permitted to serve as full time residential uses at the discretion of St. Johns County.

#### **Standards and Restrictions:**

- On-site lodging is permitted for park management and staff up to a maximum of two separate dwelling units and may include manufactured homes. The total area allocated for both on-site residences shall not exceed 44,000 SF, including building, parking and associated yard area.
- All buildings, sheds and improvements shall be designed to blend into the natural surroundings and are subject to the architectural design guidelines.
- All structures including sheds and other improvements shall be a minimum of 75 feet from any jurisdictional wetland.
- Residential buildings shall be no more than 25 feet in height and be limited to one story.
- No residential building shall be within view of any area within the tidal marshes and shall be located within 150 feet of the North and South Access Roads.

### **3.3.7 Spanish Landing Picnic Area**

#### **Description:**

Spanish Landing is an island fronting the Tolomato River. An existing trail road accesses this island. The property adjoins additional uplands to the south owned by the State of Florida. The perimeter of Spanish Landing consists of most cedars, pine and live oaks,



## NOCATEE PRESERVE MANAGEMENT PLAN

while the interior is generally open and devoid of tree cover. Along the Tolomato River the understory of the tree cover is generally open and high. Because of the approximate 1,600 feet of river frontage, the site provides magnificent views of the tidal marshes and Tolomato River, and also can serve as a launching point for canoes and kayaks into the river and its tributaries. The allowable uses within Spanish Landing, as is the case with the rest of the Nocatee Preserve, will be limited to passive recreation.

### Standards and Restrictions:

- Automotive parking will be limited to a maximum of twenty-five (25) paved parking spaces. The parking shall be screened from view from the adjacent waterway and tidal marshes using indigenous native plant material.
- Only hand trailer launching of vessels is permitted. An unimproved launch area will accommodate non-gasoline motorized vessels, including canoes, kayaks and small vessels. The launching of motorized vessels is limited to electric trolling motors.
- No docks or fishing piers shall be constructed.
- A maximum of two group picnic shelters and four individual picnic shelters shall be constructed. Four (4) additional freestanding picnic tables are permitted.
- Restrooms are permitted.
- An environmental learning pavilion, with interpretive information, is permitted.
- All pavilions, restrooms and picnic shelters shall not exceed 25 feet in height.
- The vehicular access to Spanish Landing is limited to the new access route designed to minimize wetland impacts to the adjacent tidal marsh (Section 3.3.8). The existing trail road serving Spanish Landing will be for pedestrian and bicycling use only.
- Site area for Spanish Landing Picnic Area: 88,000 SF

### **3.3.8 New Spanish Landing Access Road**

#### **Description:**

The existing access to Spanish Landing is a narrow trail road causeway crossing the tidal marshes. To avoid excessive wetland impacts required to improve the existing trail road/causeway, vehicular access to the Spanish Landing picnic area will be via a new access roadway. The impacts for the new road are considerably less than improvements to the existing trail road and removes the road and vehicular traffic away from the tidal marsh. The existing trail road will remain for pedestrian and bicycle use.

### Standards and Restrictions:

- The new alignment is approximately 2,400 feet through mostly pine flatwoods.
- The new access road will generally follow the alignment depicted on Map A. Approximately .6 acres of wetland impacts may be required to construct the new access road and make improvements to sections of the South Access Road. The mitigation for these impacts will be within the Nocatee Preserve. The impacts shall be permitted with the St. Johns River Water Management District. One wetland crossing is required.
- Pathways may be constructed as part of the new access roads.

### **3.3.9 Trails**

#### **Description:**

The Nocatee Preserve trail system will allow a variety of environmental experiences for the visitor, including specific activities such as photography, fishing, bird watching and environmental education. Certain trails within the Nocatee Preserve will be designated for use by bicycles while other trails will be specifically for hiking. A variety of trail distances and types will be provided based on the length of hiking time and the physical

## NOCATEE PRESERVE MANAGEMENT PLAN

abilities of the visitor. To minimize vegetative impacts, existing trail roads and logging roads will be used, whenever possible, to route hiking trails within the Nocatee Preserve.

- A. Primary North South Trail.** The existing north south trail road will be retained as the primary pathway providing both pedestrian hiking and cycling useage. The trail will also serve for maintenance and security access between the north trailhead and the south trailhead and on to the Spanish Landing Picnic Area. The trail is approximately miles from the north trailhead to the south trailhead and an additional miles to Spanish Landing, providing a significant hiking and cycling experience. The north south trail will be the backbone of the Nocatee Preserve trail system. Many of the shorter loop trails will originate from this trail. Certain improvements and maintenance may be required of this trail road, especially at the existing wetland crossings and other low areas. The trail transverses a variety of vegetative communities, and along with several of the spur trails, provides an excellent cross section of the Nocatee Preserve.
- B. Loop Trails.** Various loop trails will be established off of the north south trail. These loop trails will consist of a variety of trail links that provides contrasting natural experiences for the user. These loop trails and spurs will be routed to provide views of the tidal marsh and access into the maritime hammock areas. These trails are smaller in scale and size and will be limited to hiking. In order to establish an overall trail length and area, preliminary trail alignments have been established as shown on Map A. These trail locations are subject to change based on field condition and routing.
- C.** A specially designed nature trail will allow for Nocatee Preserve access by visitors in wheelchairs and others who require special access consideration. The overall trail length will likely be less than one mile and will incorporate an inside loop for shorter experiences. The trial will be designed to incorporate a variety of environmental experiences for visitors who are not able to use the more extensive trail system within the Nocatee Preserve. The trailhead will be easily accessible and close to one of the major trailheads.
- D. Environmental Learnin2 Center Interpretive Nature Trail.** While all nature trails will provide environmental signage and interpretive information, there may be an additional trail that would provide extensive environmental education using exhibits, kiosks and pavilions and other learning facilities, which may accommodate larger groups and guided tours.

### Standards and Restrictions:

- All trails will be marked, with trail map kiosks provided at trailheads and at strategic locations within the trail. Trail signage, containing rules, will prohibit access to established conservation areas.
- Trail design and construction standards shall generally follow the Florida Greenways and Trails System design guidelines prepared by the Florida Department of Environmental Protection.
- Trail location will minimize fragmentation of natural habitats, with spur trails used to access unique areas and point of interest without overly disturbing such areas.
- A standardized and commonly recognized trail marking system will be utilized.
- Appropriate horizontal and vertical clearance within vegetated areas will be designed depending upon the type and frequency of use of the trail.
- Where possible, trails will follow existing trail road through wetlands and may include elevated boardwalks that will replace filled trailheads.

## NOCATEE PRESERVE MANAGEMENT PLAN

- All unpaved hiking trails will be stabilized as required with shell, gravel, mulch, and other natural materials. Trail sections may include boardwalks above areas of seasonal high water.
- Trail and maintenance programs will be established for each hiking trail and each trail will be monitored regularly.
- No new fill is permitted within jurisdictional wetlands. New trails through wetlands will be constructed using elevated boardwalks. Existing trail roads through wetlands may be filled as needed for maintenance, provided no additional fill is placed in the adjacent wetlands.
- The existing north/south trail shall be maintained as necessary provided all maintenance and improvements are confined to the existing impact area. Drainage improvements to improve and stabilize the wetland crossings are allowed.
- In addition to the existing north/south trail, additional pathways are permitted, including an ADA accessible pathway.

### 3.3.10 Observation Towers and Overlooks

#### **Description:**

To better appreciate the various plant communities within the Nocatee Preserve, elevated structures such as marsh overlooks may be constructed adjacent to the tidal marshes and within the maritime hammocks. These overlooks provide a more open and panoramic view of the tidal marshes and provide a closer experience within the maritime hammock tree canopy.

#### **Standards and Restrictions:**

- Up to six overlooks may be constructed along the Tolomato River tidal marshes and within the forested areas within the Nocatee Preserve.
- Overlooks may not exceed 30 feet in height except two of six overlooks may be constructed to a maximum height of 55'. The overlooks must be constructed of wood.
- The marsh overlooks must be sited carefully to minimize impact to the Tolomato River viewshed and to blend in as much as possible within the landscape.
- The overlooks should not be sited in an open area, but rather built directly adjacent to clusters of trees on at least one side and may not be higher than the adjacent trees.
- The bottom 50% height of any structures along the tidal marsh shall be screened by existing vegetation or new native plantings.

### 3.3.11 Inclement Weather Shelters

#### **Description:**

Inclement weather shelters may be constructed to provide temporary shelter for the Nocatee Preserve visitors from thunderstorms and other unexpected weather events. Shelters will be located in close proximity to the north south trail providing convenient access from the various trails. The restrooms and pavilions associated with the north trailhead, south trailhead and Spanish Landing Picnic Area provide additional temporary shelter. All shelters suitable for a temporary safe haven will be identified on all Preserve directories and maps. These shelters will consist of covered pavilions built directly on existing grade or decking, concrete or other stabilized surfaces will be constructed. The shelters will include seating.

#### **Standards and Restrictions:**

- Up to four inclement weather shelters are permitted within the Nocatee Preserve.
- The shelters shall be single story buildings constructed out of wood.

# NOCATEE PRESERVE MANAGEMENT PLAN

## 3.3.12 Site Furniture

Additional improvements are permitted to support the passive recreational activities within Nocatee Preserve including the installation of trash receptacles, benches, directional signage, interpretive signage and information kiosks, trail markers, water stations, boardwalks and bridges.

## 3.3.13 Environmental Education

### Description

An overall environmental and cultural educational program will be implemented within the Nocatee Preserve. This program will consist of signage and kiosk at trailheads and significant sections of trails, larger environmental learning pavilions and exhibits, plant identification plaques and other habitat wildlife identification signage within the trails themselves.

## 3.4 SUMMARY OF ALLOWABLE USES AND IMPACTS

The following Table 3.4 identifies the major allowable uses within the Nocatee Preserve and assigns a maximum allocated area for each improvement. The allocated area for each improvement may vary up to 20%, however the overall allocated area of all the improvements shall not exceed the 26 acres noted. The general location of the uses are shown on Map A, however are subject to change based on final design and permitting.

## 3.5 ARCHITECTURAL ENGINEERING AND SITE DESIGN STANDARDS AND GUIDELINES

Before any of the facilities and improvements described in this management plan are constructed within the Nocatee Preserve, architectural and engineering design guidelines will be prepared by the Developer. These design standards and guidelines will include specific standards, design criteria and details for signage, graphics, architectural structures and style, plantings, trail design, lighting, materials, paving improvements, site furniture and other elements. All improvements to the Nocatee Preserve must comply with these guidelines.

## 3.6 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT APPROVALS

Before construction of the following improvements within the Nocatee Preserve, engineering plans demonstrating compliance with the management plan requirements shall be submitted to the St. Johns River Water Management District for their review and approval. This requirement is in addition to obtaining all other St. Johns River Water Management District permits that may be required for improvements within the Nocatee Preserve such as permits required for the wetland fill of the North and South Access Roads and stormwater related permits for the trailhead parking areas, etc.

- North and South Access Roads
- North and South Trailheads
- Environmental Learning Center
- Spanish Landing Picnic Area

## 4.1 ADMINISTRATION AND IMPLEMENTATION PLAN

## 4.2 OWNERSHIP

## NOCATEE PRESERVE MANAGEMENT PLAN

After conveyance by the Developer, Nocatee Preserve will be owned and maintained by St. Johns County. All improvements, operations and maintenance will be the responsibility of the St. Johns County or St. Johns County may enter upon an agreement with an outside organization for the operations of the Nocatee Preserve, subject to the conservation easement and management plan conditions. The Developer may begin the initial restoration (i.e. planting, thinning, prescribed burns, etc.) and make recreational related improvements before and after conveyance subject to the management plan.

### 4.3 NOCATEE PRESERVE ADVISORY BOARD

After conveyance to St. Johns County, a Nocatee Preserve Advisory Board will be established to provide review and recommendations to St. Johns County regarding the improvements, operations and maintenance of the Nocatee Preserve. The Advisory Board will be established and administered by St. Johns County and will, at a minimum, include volunteer representation from the St. Johns River Water Management District, the Developer or future Nocatee Community representative, a land management professional and a recreational park professional. The organization and specific structure of the Nocatee Preserve Advisory Board will be established by St. Johns County.

### 4.4 SPECIAL USE AUTHORIZATION

Certain activities, which are prohibited in the Nocatee Preserve, may be allowed subject to special use authorization. The authorization may be granted by the St. Johns County Administrator only after review and a recommendation by the Nocatee Preserve Advisory Board. Special use authorizations are limited to the following activities:

- (1) (1) Collection, removal or authorization of archeological or cultural resources for scientific research and study is permitted after approval by the Florida Department of State, Division of Historical Resources.
- (2) The use of firearms, traps and other hunting techniques associated with wildlife management for the removal of nuisance species provided there is consultation and coordination with the appropriate county, state or federal wildlife agencies.
- (3) Campfires associated with special events. (Prescribed burns in association with land management techniques as well as charcoal picnic fires within grills do not require a special use permit.) Campfires are limited to the north and south trailheads and the Spanish Landing Picnic Area.
- (4) Camping for scientific or educational purposes is allowed on a case by case basis after development of a policy that regulates and limits the amount of camping activity. Camping is limited to the north and south trailheads and the Spanish Landing Picnic Area.
- 5) Use of the Nocatee Preserve for special night time events is allowed on a case by case basis provided a policy is established that regulates and limits the amount of evening activity. Nighttime activities are limited to the north and south trailheads and the Spanish Landing Picnic Area.

The issuance of special use authorizations for any of the above activities are subject to special conditions and requirements which may be placed on the authorization by the St. Johns County Administrator. Such conditions may include, but not be limited to, insurance requirements, security and safety measures, access conditions, liability releases and other restrictions and limitations deemed appropriate.

# NOCATEE PRESERVE MANAGEMENT PLAN

## 4.5 OPERATIONS

### 4.4.1 Trash and Waste Management

A waste management plan shall be developed as part of the Nocatee Preserve operations plan. The plan will include the following requirements:

- (1) Identification of adequate locations for trash receptacles within the trailheads and on trails, including the provisions for the installation of bag dispensers to collect dog feces.
- (2) Requirement for regular (maximum, weekly) emptying of trash receptacles.
- (3) A secure, temporary on-site storage of trash. Designation of an approved vendor for off-site disposal.
- (4) Proper storage and disposal of oils, lubricants and other materials used to operate the Nocatee Preserve maintenance vehicles.
- (5) Regular monitoring of all restroom wells and septic systems.

### 4.4.2 Domestic Animals

Domestic pets are allowed within the Nocatee Preserve in designated areas only. All domestic pets shall be leashed at all times. The area where pets are permitted is limited to the north and south Trailheads, Spanish Landing Picnic Area and on the North/South Trail. To minimize disturbance to native wildlife, pets are not permitted on any of the spur or loop trails. Pet owners are responsible for the disposal of pet feces.

# Nocatee Preserve

Summary of Allowable Uses

**Table 3.4-Allocated Areas**

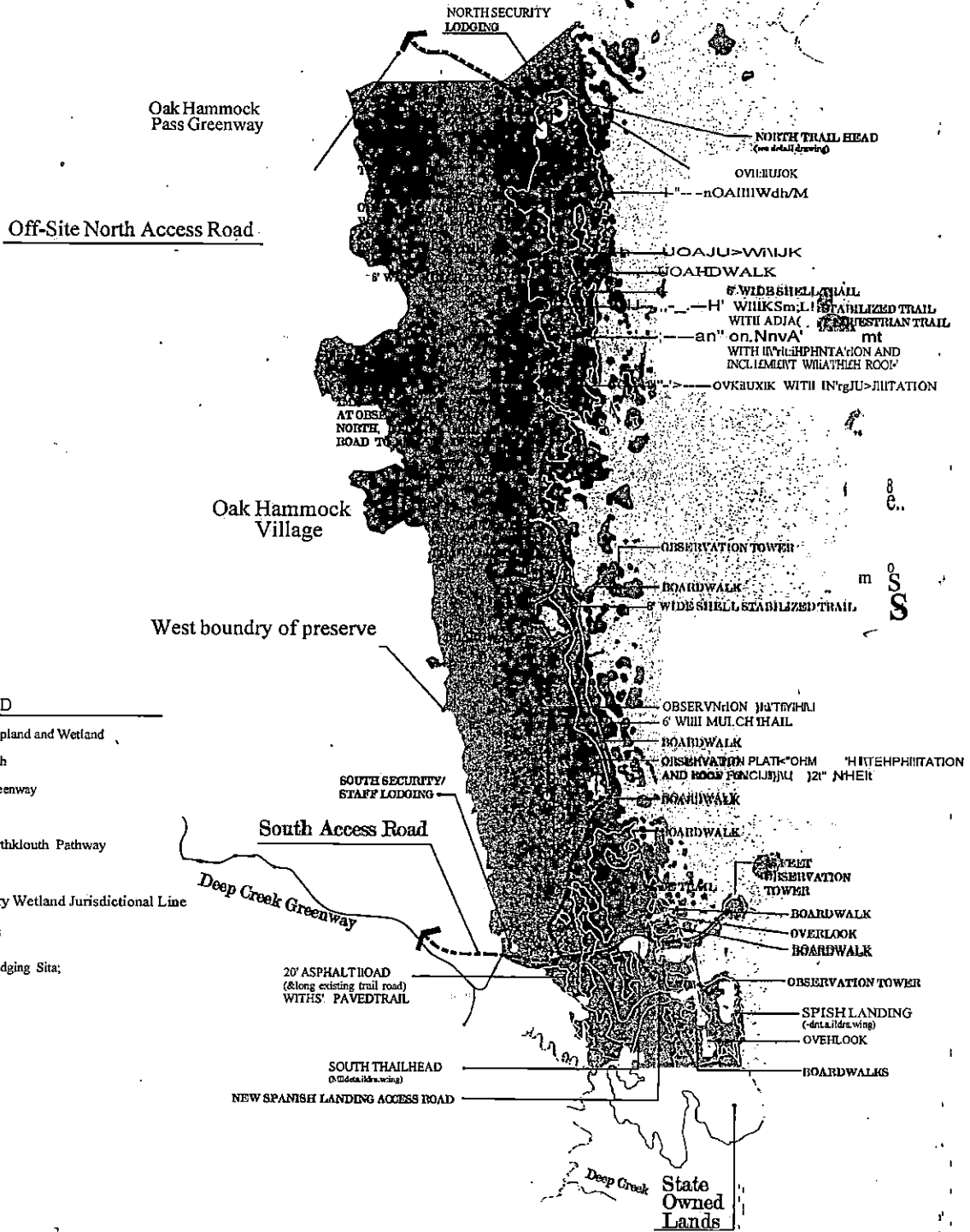
	IMPROVEMENT	MAXIMUM QUANTITY	LENGTH/ CRITERIA	
<b>A</b>	North Access Road (On-site only)	1	800 ft., 60 ft. corridor	48,000
<b>B</b>	South Access Road	1	2,600 ft., 60 ft. corridor	156,000
<b>C</b>	North Gate & Gatehouse	1		5,000
<b>D</b>	South Gate & Gatehouse	1		5,000
<b>E</b>	North Trailhead	1		52,000
<b>F</b>	South Trailhead	1		52,000
<b>G</b>	Environmental Learning Center	1	Addition to N. Trailhead	68,000
<b>H</b>	Administrative Offices, Storage & Work Yard	1		44,000
<b>I</b>	North Security Lodging Site	1		22,000
<b>J</b>	South Security Lodging Site	1		22,000
<b>K</b>	New Spanish Landing Access Rd.	1	2,400 ft., 60 ft. corridor	144,000
<b>L</b>	Spanish Landing Picnic Area	1		88,000
	TRAILS:			
<b>M</b>	North/South Multi-purpose Pathway	1	15,000 ft. 12 ft. corridor	180,000
<b>N</b>	Other Trails		25,000 ft., 8 ft. corridor	200,000
<b>O</b>	ADA Accessible Pathway	1	3,000 ft., 12 ft. corridor	36,000
<b>P</b>	Marsh Overlooks	6	1,000 sf site each	6,000
<b>Q</b>	Increment Weather Shelters	6	1,000 sf site each	6,000
<b>TOTAL ALLOCATED AREA</b>			<b>Square Feet</b>	<b>1,134,000</b>
			<b>Acres</b>	<b>26</b>



# Nocatee Preserve

## Map I

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- LEGEND**
- Forested Upland and Wetland
  - Tidal Marsh
  - Nocatee Greenway
  - Water
  - Existing Northclouth Pathway
  - Roadway
  - Preliminary Wetland Jurisdictional Line
  - Trailheads
  - Security Lodging Site

0 1000 2000 3000



# NOCATEEE Preserve

Map 2

NORTH TRAIL  
HEAD (see detail drawing)

OVERLOOK  
BOARDWALK

BOARDWALK

BOARDWALK

6' WIDE SHELL TRAIL  
8' WIDE SHELL STABILIZED TRAIL  
WITH ADJACENT EQUESTRIAN TRAIL  
OBSERVATION TOWER WITH  
INTERPRETATION AND  
INCLEMENT WEATHER ROOF

OVERLOOK WITH  
INTERPRETATION

OBSERVATION TOWER  
BOARDWALK

8' WIDE SHELL STABILIZED  
TRAIL

BOARDWALK

OBSERVATION PLATFORM

6' WIDE MULCH TRAIL

BOARDWALK

OBSERVATION PLATFORM  
WITH INTERPRETATION AND  
ROOF FOR INCLEMENT  
WEATHER

BOARDWALK

BOARDWALK

OBSERVATION TOWER

6' WIDE TRAIL  
BOARDWALK  
OVERLOOK  
BOARDWALK

OBSERVATION TOWER

SPANISH LANDING  
(see detail drawing)

OVERLOOK

BOARDWALKS

SOUTH TRAIL  
PARKING  
(see detail drawing)



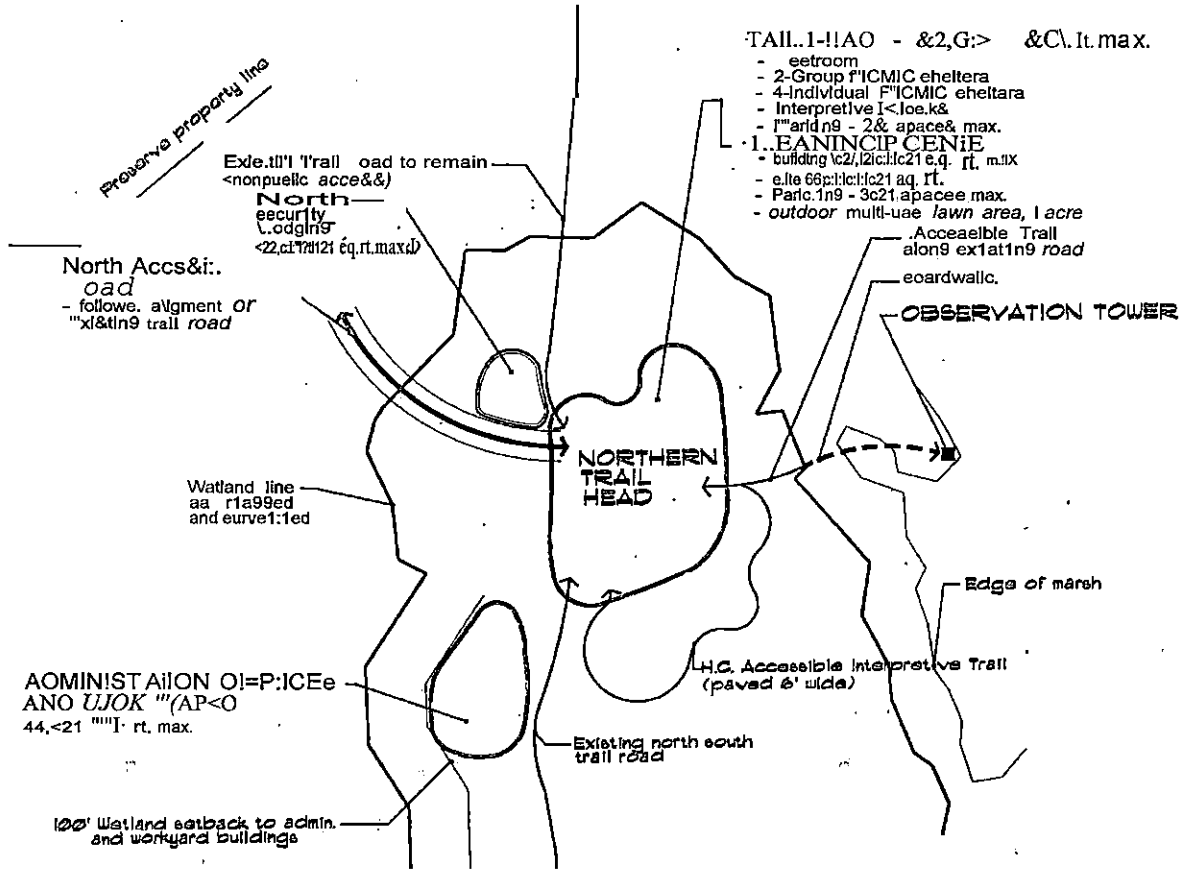
**Prosser Hallock**  
NKR9 A DLNemul

18151111MMIV.SIG

SCALE: 1"=500'  
February 2, 2004 NORTH C 12

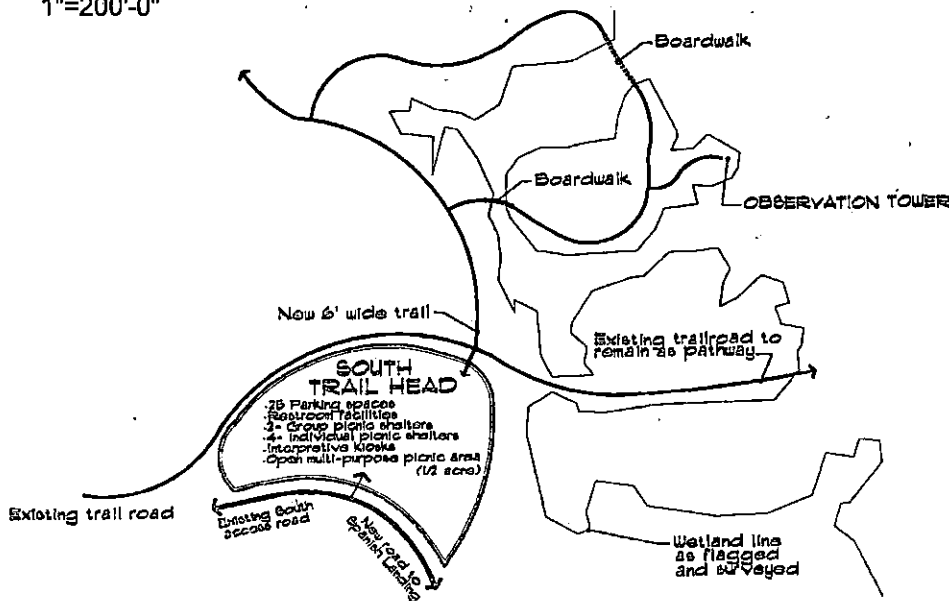
# Nocatee Preserve

## Map 3



### NORTH TRAILHEAD

1"=200'-0"



### SOUTH TRAIL HEAD (52,000 sq.ft.)

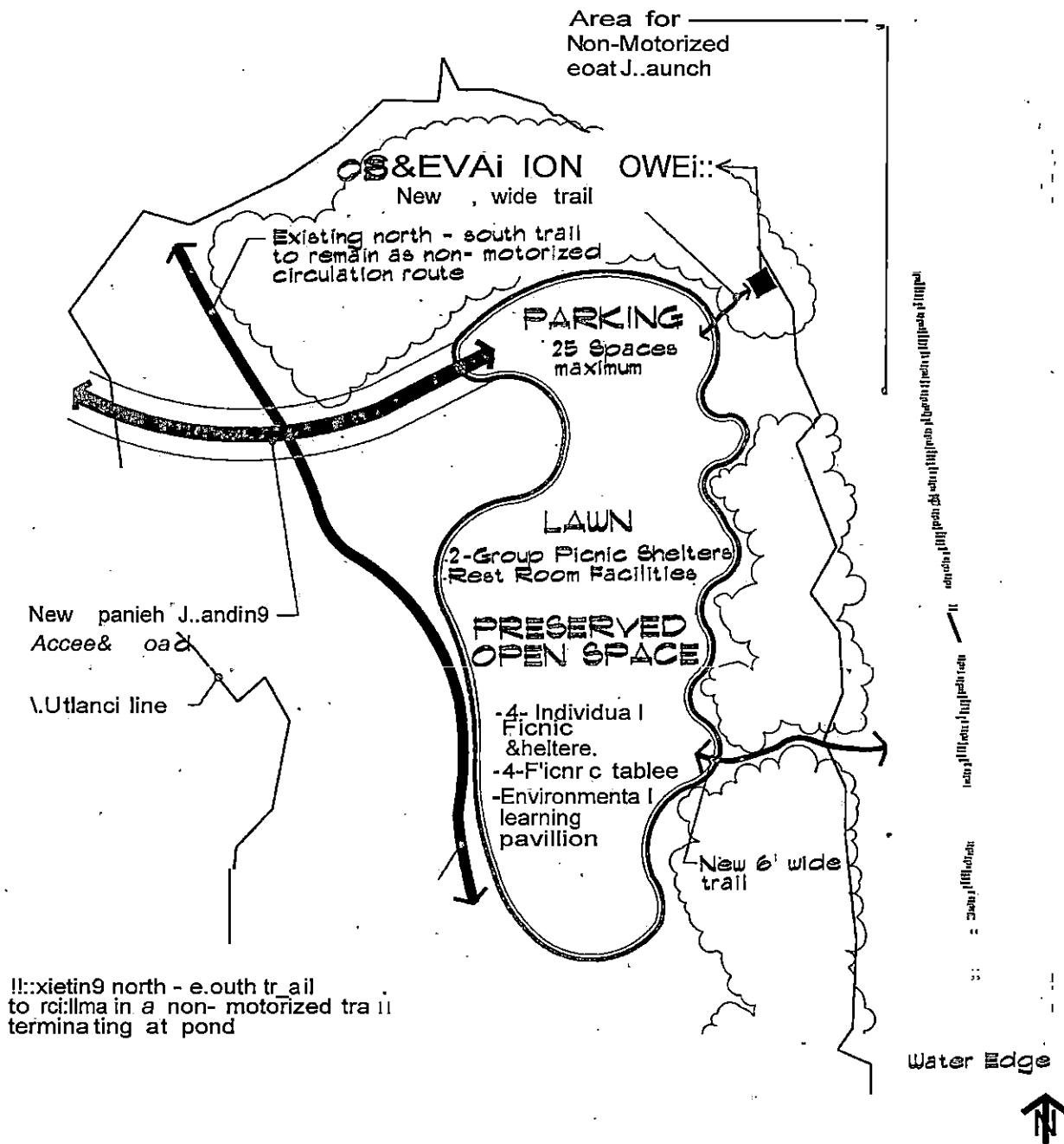
1"=100'-0"

**Prosser Hallock**  
PLANNERS & ENGINEERS

1"

# Nocatee Preserve

## Map 4

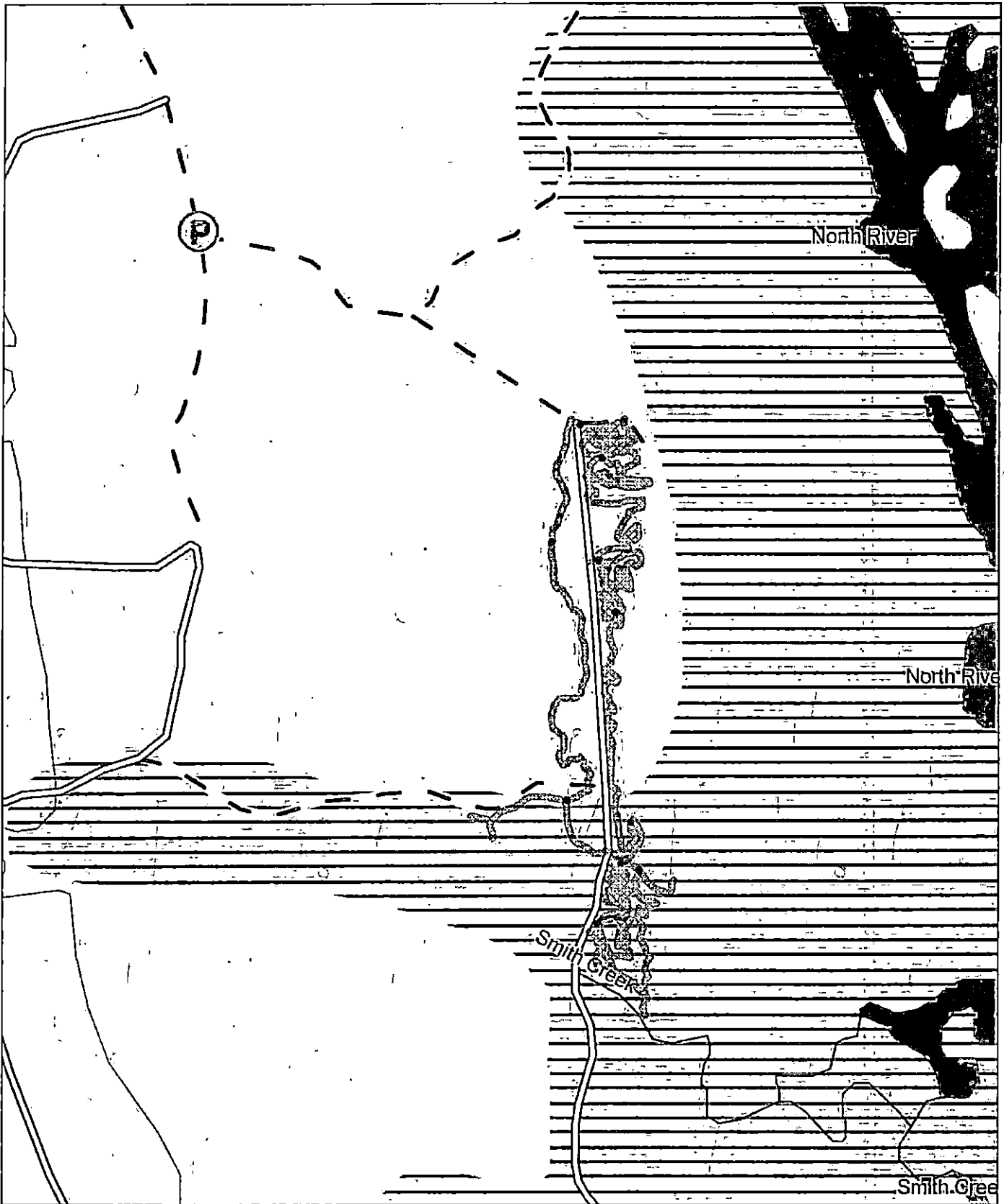


Existing north-south trail to remain as non-motorized trail terminating at pond

SPANISHLANDING

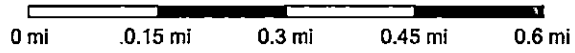
1" = 200'-0"

Prosser Hallock  
PLANNERS & ARCHITECTS



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**Nocatee Bike Trails**



**GARMIN.**

1/1/2010