

RESOLUTION NO. 2026- 38

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AND AUTHORIZING THE CHAIR OF THE BOARD TO JOIN IN THE EXECUTION OF A LEASE BETWEEN THE BUREAU OF OCEAN ENERGY MANAGEMENT OF THE DEPARTMENT OF THE INTERIOR AND ST. JOHNS COUNTY REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES FOR THE SOUTH PONTE VEDRA BEACH RESTORATION PROJECT IN ST. JOHNS COUNTY

RECITALS

WHEREAS, the Bureau of Ocean Energy Management of the Department of the Interior has presented to St. Johns County ("County") a lease, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the Lease is intended to facilitate the construction of a beach nourishment project along the South Ponte Vedra Beach segment of the St. Johns County, Florida shoreline; and

WHEREAS, the Project is intended to mitigate both long-term, chronic erosion, as well as episodic erosion associated with the effects of Hurricanes Ian and Nicole (2022) and Debby (2023), as well as various Nor'easters; and

WHEREAS, the lease authorizes the County to extract up to 2.1 million cubic yards of Outer Continental Shelf sand resources ("OCS sand resources") to nourish a total of five and a half miles of the South Ponte Vedra Beach, Florida shoreline in St. Johns County from FDEP Range Monument R-76 to FDEP Range Monument R-103.5.; and

WHEREAS, The lease will terminate or expire upon the County sending written notice that it has obtained sufficient OCS sand resources to complete the Project, up to 2.1 million cubic yards, or three years from the date of execution of this Lease, whichever occurs first; and

WHEREAS, it is in the best interest of the County to accept this easement for the health, safety and welfare of its citizens.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

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

Section 2. The Chair of the Board is hereby authorized to execute the lease between the Bureau of Ocean Energy Management of the Department of the Interior and St. Johns County in substantially the form attached.

Section 3. To the extent that there are typographic 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of February, 2026.

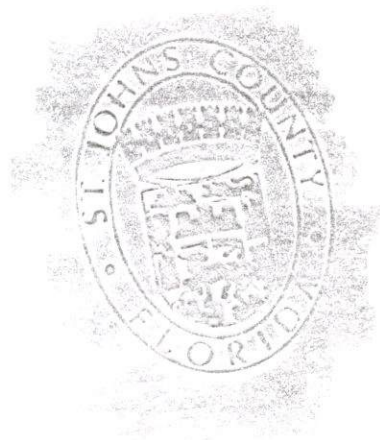
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date FEB 04 2026

By: Clay Murphy
Clay Murphy, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: Anthony K. Ah
Deputy Clerk



**DRAFT LEASE BETWEEN
THE BUREAU OF OCEAN ENERGY MANAGEMENT
OF THE DEPARTMENT OF THE INTERIOR
AND
ST. JOHNS COUNTY, FLORIDA**

**REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES
FOR THE SOUTH PONTE VEDRA BEACH AND DUNE RESTORATION PROJECT
IN ST. JOHNS COUNTY, FLORIDA**

BOEM Negotiated Agreement No. OCS-A 05XX

Title I. Explanatory Recitals

A. This Lease (also referred to herein as the “Agreement”) is made under the authority of section 8(k)(2)(A)(i) of the Outer Continental Shelf Lands Act (OCSLA) of August 7, 1953 (43 U.S.C. §§ 1331 et seq.), Pub. L. No. 95-372, as amended by Pub. L. No. 103-426, between the United States Department of the Interior (DOI), acting through the Bureau of Ocean Energy Management (BOEM), and St. Johns County, Florida (the “County”) (collectively with BOEM or DOI, the “Parties”), for the nourishment of the beach along the Atlantic Ocean shoreline in South Ponte Vedra Beach, in St. Johns County, Florida.

B. The County is undertaking a project in furtherance of the aforementioned goal to nourish segments of the St. Johns County shoreline (herein referred to as the “Project”).

C. Prior to notice-to-proceed for Project construction, the County will have procured lands, easements, and rights-of-way (collectively, “Land Rights”) as necessary from upland landowners, other property rights holders, public entities, and other persons and entities, of appropriate scope and duration, to facilitate the Project.

Title II. Purpose and Authority

A. DOI, acting through BOEM, enters into this Lease with the County providing for the use of up to 2,100,000 cubic yards of Outer Continental Shelf sand resources (“OCS sand resources”) for the Project under the authority of section 8(k)(2) of OCSLA (43 U.S.C. § 1337(k)(2)). The term “OCS sand resources” means the sediment deposits found on or below the surface of the seabed on the Outer Continental Shelf (OCS), as defined in section 2(a) of the OCSLA (43 U.S.C. § 1331(a)). This Lease authorizes the County to use OCS sand resources from the N-1 Modified Borrow Area, as designated and delineated in **Table 1** and on the attached maps (**Attachment 1**), in accordance with the terms of this Lease. After removal of the OCS sand resources and placement of those resources onshore as specified in this Lease, BOEM has no jurisdiction over those sand resources unless they return to the OCS. Use and/or disposal of OCS sand resources outside the areas defined in the Project is not expressly authorized as a qualified use; a modification to this Lease may be required to authorize such use.

Table 1. N-1 Modified Borrow Area Coordinates

Point	Easting (X)	Northing (Y)	Latitude	Longitude
P01	568,871.5	2,117,576.6	30.1582251121	-81.2762207673
P02	569,619.3	2,117,529.2	30.1580997366	-81.2738542292
P03	570,827.8	2,116,690.2	30.1558006854	-81.2700240292
P04	572,159.0	2,116,603.4	30.1555706121	-81.2658113257
P05	571,905.5	2,113,042.1	30.1457765661	-81.2665870916
P06	571,121.1	2,112,007.9	30.1429277864	-81.2690610523
P07	571,071.3	2,111,307.7	30.1410021385	-81.2692133779
P08	567,767.7	2,109,110.9	30.1349397984	-81.2796477337
P09	568,026.3	2,112,912.1	30.1453936105	-81.2788590544
P10	568,596.5	2,113,292.3	30.1464428567	-81.2770579909

Note: Easting and Northing in Florida State Plane East Coordinate System (ft) NAD 1983. Latitude and Longitude Coordinates in World Geodetic System (WGS) 1984 (decimal degrees).

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

BOEM has determined that the Project meets the requirements of section 8(k)(2)(A)(i) of the OCSLA (*see also* 30 CFR 583.305). BOEM determined that the Project qualified for a non-competitive negotiated agreement on July 9, 2025. BOEM completed the project evaluation process required by 30 CFR 583.310. Therefore, in accordance with section 8(k)(2), and subject to the terms and conditions contained herein, BOEM hereby authorizes the use of OCS sand resources from the N-1 Modified Borrow Area, identified in **Table 1**, for the construction undertaken in furtherance of the Project. The Parties acknowledge that under the terms of section 8(k)(2)(B), BOEM will not assess any fee directly or indirectly against the County for the use of the OCS sand resources described herein.

Nothing in this Lease is intended to abrogate or diminish the Secretary of the Interior’s authority under the OCSLA to oversee and regulate the removal of OCS sand resources. Pursuant to 30 CFR 583.330, failure to comply with any applicable law, or any provision, term, or condition of this Agreement may result in termination of the Agreement at the sole discretion of BOEM, referral to an appropriate Federal or State agency with jurisdiction, or both. Failure to comply in a timely and satisfactory manner with any provision, term or condition of this Agreement may also delay or prevent BOEM’s approval of future requests for use of OCS sand by the County.

The Lease may be terminated by BOEM consistent with provisions in 30 CFR 583.350. If BOEM determines that the County violates any provisions of this Lease, BOEM may, by written notice, suspend the Lease and order any further operations of the County under this Lease to cease, except such operations as may be necessary to remedy any violations. If the County fails to remedy violations within thirty (30) calendar days after receipt of a suspension notice, BOEM may, by written notice,

terminate this Lease. In the event that BOEM suspends or terminates the Lease, the County will not be entitled to compensation as a result of expenses or lost revenues resulting from the suspension or termination.

C. The County enters into this Lease in compliance with the requirements of section 8(k)(2)(A)(i) of the OCSLA. If appropriate, duties of the County may be fulfilled through authorized representatives, such as a dredging contractor. The County will ensure that any contractors or subcontractors operate in compliance with this Lease.

Nothing in this Lease is solely intended to impede or hinder the County's ability to complete the Project nor does any provision abrogate or diminish either Parties' authority or responsibilities under applicable law, including but not limited to the Clean Air Act (CAA) (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (CWA) (33 U.S.C §§ 1251 *et seq.*), Coastal Zone Management Act (CZMA) (16 U.S.C. §§ 1451 *et. seq.*), Endangered Species Act (ESA) (16 U.S.C. §§ 1531 *et. seq.*), Magnuson-Stevens Fishery Conservation and Management Act (MSA) (16 U.S.C. §§ 801 *et. seq.*), Marine Mammal Protection Act (MMPA) (16 U.S.C. §§ 1361 *et. seq.*), Migratory Bird Treaty Act (MBTA) (16 U.S.C. §§ 703-712), National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321 *et seq.*), National Historic Preservation Act (NHPA) (54 U.S.C. §§ 300101 *et. seq.*), and section 10 of the Rivers and Harbors Appropriation Act of 1899 (33 U.S.C. § 403).

Title III. Description of the Authorized Activity

This Lease is intended to facilitate the renourishment of a beach nourishment project along the South Ponte Vedra Beach, Florida shoreline. This Lease authorizes the County to dredge up to 2,100,000 cubic yards of OCS sand resources to nourish a total of 5.5 miles of the shoreline between Florida Department of Environmental Protection (FDEP) range monuments R-76 and R-103.5 in St. Johns County, Florida (see **Attachment 1**).

Title IV. Provisions

A. BOEM authorizes the County to dredge OCS sand resources from the N-1 Modified Borrow Area for placement in the Project designated onshore areas. The County may only extract, transport, and place such OCS sand resources from the borrow area in accordance with the terms and conditions set forth below and referenced in **Attachment 2**.

B. All written notifications, requests, submissions, and deliverables, unless otherwise stated, should be sent to BOEM at:

Acting Division Manager, Marine Minerals Division
Attention: Geoffrey Wikel
Bureau of Ocean Energy Management
45600 Woodland Road, VAM-MMD
Sterling, Virginia 20166
(571) 420-3426
geoffrey.wikel@boem.gov

All electronic notifications, submissions, and deliverables to BOEM should be sent to dredgeinfo@boem.gov.

All written notifications, requests, submissions, and deliverables to the County should be sent to:

Stephen Hammond, EIT
Deputy Director
Coastal Management
St. Johns County Board of County Commissioners
3171 Coastal Hwy, St. Augustine, FL 32084
(904) 209-0272
shammond@sjcfl.us

C. This Lease applies only to the extraction, transportation, and placement of OCS sand resources, as described above and in the “Construction Solicitation and Specifications Plan” required below in Title IV Provision (D)(1). This Lease will terminate or expire (a) upon the County sending written notice that it has obtained sufficient OCS sand resources to complete the Project, up to 2,100,000 cubic yards, or (b) three years from the date of execution of this Lease, whichever occurs first. Upon request by the County, the Parties may agree in writing to extend the term of this Lease as necessary to provide additional time to complete the Project.

The Parties acknowledge that there may be a need for future OCS sand resources for periodic maintenance, augmentation, or construction purposes. BOEM and the County may enter into subsequent agreements, for the use of additional OCS sand resources for the Project, consistent with each Party’s responsibilities under applicable law.

D. BOEM and the County recognize that planning and coordination between the Parties will ensure that responsibilities related to OCSLA, other applicable Federal laws, and this Project are carried out and accommodated in an efficient and timely manner so that the Project schedule will not be unnecessarily delayed or compromised. The Parties recognize that BOEM, as a Bureau in the DOI, has certain responsibilities for the orderly, timely, safe, and efficient recovery of OCS minerals, including sand resources, while ensuring environmental stewardship and compliance. To these ends, and with respect to the Project, BOEM and the County agree to the following terms:

1. Plans and Performance Requirements

The County will include this Lease as a reference document in the “Construction Solicitation and Specifications Plan” (hereinafter referred to as the “Plan”). The County will provide a copy of the Plan to BOEM for review at least two weeks prior to the anticipated date of construction contract advertisement to allow sufficient time for BOEM to review and verify that all leasing terms and conditions and relevant environmental compliance requirements outlined in the Environmental Compliance Matrix (ECM) (provided pursuant to Title IV Provision (D)(2)) are incorporated into the Plan, as applicable. The County will be responsible for implementation and verification of all environmental compliance requirements, including those not addressed expressly in the Plan. The County will allow BOEM to review for final approval any modifications to the Plan that occur following BOEM’s initial review and that may affect the borrow area or pipeline corridors on the OCS, including the use of submerged or floated pipelines to directly convey sediment from the borrow area to the placement site. BOEM will deliver these comments in a timely fashion so as to

not unnecessarily delay the County's construction contract or schedule. The County will ensure that all operations at the N-1 Modified Borrow Area are conducted in accordance with the final approved Plan and all terms and conditions in this Lease, as well as all applicable statutes, regulations, orders and any guidelines or directives specified or referenced herein intended to protect persons, property and the environment, and any relevant project design criteria, terms and conditions, or reasonable and prudent measures of the latest biological opinions applicable to the activities authorized in this Lease (**Attachment 2**).

Dredging, bottom disturbing activities, and/or conveyance methods (and areas of proposed use) will be wholly consistent with those evaluated in the relevant NEPA document adopted by BOEM for this Project, those included in the environmental and cultural resource consultations, and those authorized by relevant project permits. If the County proposes to change the dredging method, additional environmental review may be necessary. If the additional NEPA, consultations, or permit modifications would impact or otherwise supplement the provisions of the Lease, a lease modification may be required. Until BOEM completes an environmental review and technical evaluation of the proposed modification and notifies the County of its decision, no changes to the previously authorized dredging and conveyance methods will be implemented.

The County will notify BOEM at least 72 hours before the commencement, and within 24 hours after termination, of operations at the N-1 Modified Borrow Area. If BOEM is aware of any OCS activity within the jurisdiction of the DOI that may adversely affect the County's ability to use OCS sand resources for the Project, BOEM will notify the County in a timely manner.

Before the commencement of construction, the County will electronically provide BOEM with a summary of the construction schedule consistent with Title IV Provision (D)(15) of this Lease. When requested by BOEM or the Bureau of Safety and Environmental Enforcement (BSEE), the County will allow any authorized Federal inspector to access the site of any operation and will provide BOEM any documents and records that are pertinent to occupational or public health, safety, environmental protection, conservation of natural resources, or other use of the OCS as may be requested. The County agrees to facilitate access for personnel authorized by BOEM or BSEE to the site of any operation where practicable and deemed safe by the County and its contractor, including, but not limited to, dredges and support equipment, fill areas, or turtle relocation trawlers, if warranted.

2. Environmental Responsibilities and Environmental Compliance

The County commits to avoiding, minimizing, or mitigating adverse effects during construction activities. The County will prepare an ECM and provide it to BOEM for review, comment, and approval prior to the pre-construction meeting specified in Title IV Provision (D)(3) to document all environmental requirements and identify roles and responsibilities to ensure compliance prior to, during, and after construction. The ECM must identify where in the Plan the relevant environmental compliance measures are addressed. The ECM must be included with the Plan and any construction contract. All environmental commitments in the ECM will be reflected in the Plan. As indicated in Title IV Provision (D)(13), BOEM also requires the County to verify implementation of all requirements in the ECM in the Project Completion Report.

BOEM serves as lead or co-lead agency with the U.S. Army Corps of Engineers (USACE) and the Federal Emergency Management Agency on behalf of the Federal Government to ensure the Project complies with applicable environmental laws, including but not limited to the CAA, CZMA, ESA, MSA, NEPA, and NHPA, and any consultations or limitations imposed thereunder. USACE must issue a Department of the Army permit for the project to proceed. BOEM is a joint consulting Federal agency for ESA section 7 consultations concerning protected species under the purview of the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). The County will implement all environmental compliance measures, as required by the USFWS, NMFS, Florida Department of Environmental Protection (FDEP), USACE, and BOEM pursuant to applicable Federal and State laws and regulations prior to commencement of activities authorized under this Lease, including extraction, transportation, and placement of sand resources from the N-1 Modified Borrow Area (**Attachment 2**). The County must provide electronic copies of all relevant correspondence, monitoring data, and reports related to the activities covered by this Lease to BOEM within fourteen (14) calendar days of issuance (including, but not limited to, observer and dredging reports, and reports required by relevant project permits) unless the reports are required sooner by this Lease or applicable law, the permits, or the consultations. Construction may not commence until the pre-construction requirements have been completed.

3. Pre-Construction Notification of Activity in or near the Borrow Area

The County will invite BOEM to attend a pre-construction meeting that will describe the Plan and schedule to construct the Project.

The County will notify BOEM at dredgeinfo@boem.gov at least 72 hours prior to the commencement, and no later than 24 hours after termination, of operations at the N-1 Modified Borrow Area.

4. Other Responsibilities

BOEM does not warrant that the OCS sand resources used in this Project are suitable for the purpose for which they are intended by the County. BOEM's responsibility under this Project is limited to the authorization of access to OCS sand resources from the N-1 Modified Borrow Area as described in this Lease, and therefore, BOEM disclaims any and all responsibility for the physical and financial activities undertaken, damages or liabilities, incidents or injuries, or negligence by the County in pursuit of the Project.

To the extent permitted by law, the County hereby indemnifies BOEM for any claims for loss, costs, damages, injuries to persons, or expenses caused by or resulting from any operation under this Lease. However, the County is not responsible to BOEM for any loss, cost, damage, injury, or expense that directly results from (1) the sole negligence of BOEM, or (2) the County's non-negligent compliance with a BOEM order or directive imposed under this Lease. Nothing in this section will be construed as a waiver of any applicable statutory limitations of liability, including but not limited to section 768.28, Florida Statutes, nor will this section operate as a waiver of the County's sovereign immunity.

The County must notify BOEM of any encounter of hazards on the OCS and any OCS sediment placed on the beach that has characteristics that are unsuitable relative to native sediment

characteristics of the beach where it is placed (e.g., grain-size, color, composition). The specific location where unsuitable sediment was dredged, or where hazards were encountered, within the N-1 Modified Borrow Area must be delineated and provided to BOEM in shapefile format, with applicable metadata detailing why it is recommended for avoidance, for future planning purposes. This information will be provided consistent with the reporting requirements in Title IV Provisions (D)(7) and (D)(13). Additionally, any encounter of Munitions and Explosives of Concern (MEC) must be reported to BOEM using the process outlined in Title IV Provision (D)(10).

5. Dredge Positioning

During all phases of the Project, the County will ensure that the dredge and any bottom-disturbing equipment is outfitted with an onboard global positioning system (GPS) to accurately represent the position of the dredging operations in accordance with specifications developed by the USACE National Dredging Quality Management (DQM) program.

The County, in collaboration with the designated USACE regulatory point of contact, will coordinate with the DQM program in advance of construction commencement to provide appropriate project-specific information, inform them of BOEM's role in the Project and relevant Lease stipulations, and develop a coordination plan to ensure that all DQM-certified deliverables in accordance with this Lease are internally reviewed and delivered to BOEM on time and in accordance with BOEM formatting requirements. The County will provide to BOEM, electronically, all appropriate DQM data acquired during the Project using procedures jointly developed by USACE's National DQM Data Program Support Center and BOEM. The County will submit the DQM data every two weeks.

Anchoring, spudding, or other bottom-disturbing activities are not authorized outside of the approved borrow area on the OCS, unless there are immediate concerns of safety, navigation risks, or emergency situations. The County will notify BOEM as soon as possible if these activities occur outside of the approved borrow area.

6. Dredge Operation

The final, BOEM-reviewed Plan (required pursuant to Title IV Provision (D)(1)) will include provisions designed to maximize efficiency and conservation of the resource during the removal of sand from the N-1 Modified Borrow Area. The purpose of these provisions is to avoid wasting sediment in the Borrow Area that could be used to nourish this and other beaches and wetlands, now and in the future. The provisions will require minimum removal of material above a designated cut elevation(s) before access to lower elevations will be granted, or another, similar conservation method agreed upon by BOEM.

The County will conduct all dredging operations in accordance with requirements outlined in the ECM. Any proposed modification to this Plan will be submitted to BOEM for review and approval prior to commencement of dredging (pursuant to Title IV Provision (D)(1)).

7. Submittal of Production and Volume Information

In order for BOEM to monitor adherence to dredging within the leased borrow area boundaries denoted in **Table 1**, the County will submit to BOEM a summary of the dredge track lines,

outlining any deviations from the Plan, every two weeks. This will include a color-coded plot of the draghead, showing any horizontal or vertical dredge violations. The dredge tracklines must show all points of active dredging status. This map will be in PDF format.

At least every two weeks, the County will electronically provide a report of the construction progress, including estimated volumetric production rates, to BOEM. The project completion report, as described below, will also include production and volume information.

8. Local Notice to Mariners

The County will place a notice in the U.S. Coast Guard Local Notice to Mariners regarding the timeframe and location of dredging and construction operations in advance of commencement of dredging.

9. Marine Pollution Control and Contingency Plan

The County will prepare for and take all necessary precautions to prevent discharges of oil and releases of waste or hazardous materials that may impair water quality. In the event of such an occurrence, notification and response will be in accordance with applicable requirements of 40 CFR Part 300. All dredging and support operations under this Lease will be compliant with U.S. Coast Guard (USCG) regulations and the U.S. Environmental Protection Agency's (EPA) Vessel General Permit (VGP), as applicable until the USCG has finalized implementing regulations for the Vessel Incidental Discharge Act (VIDA), at which point the VIDA will supersede the VGP. The County will notify BOEM as soon as practicable of any noncompliant discharges and remedial actions taken, and the County will provide copies of reports of the incident and resultant actions electronically.

10. Encountering of Munitions and Explosives of Concern (MEC)

Encountering Munitions and Explosives of Concern (MEC) of all types is possible on the OCS. MEC includes unexploded ordnance, discarded military munitions, and munitions constituents. It is the responsibility of the County to proactively manage and continuously evaluate this risk. BOEM assumes no liability for the presence of MEC within the N-1 Modified Borrow Area, nor the subsequent encounter, handling, or disposal of MEC in accordance with Title IV Provision (D) (4), above.

The Plan developed per Title IV Provision (D)(1), above, must include a protocol of reporting, safety, and response actions that the County will implement if MEC is encountered (herein "MEC Protocol"). The MEC Protocol prepared by the County and considered by BOEM should reflect the risk assessment of encountering different MEC types as part of its technical evaluation. The MEC Protocol will address safety and safety training, notification of the relevant federal and state agencies, engagement of qualified MEC identification, inspection, handling, or detonation specialists when warranted, as well as MEC response measures and actions when warranted (e.g., planned removal and disposition of MEC).

The County will ensure the MEC Protocol identifies measures and actions that lower risk consistent with the As Low as Reasonably Practical (ALARP) mitigation principle. The MEC Protocol must address any circumstances in which the County will immediately suspend dredging

operations, including the responsible entity having expertise to make this determination. The MEC Protocol will address unique or particular circumstances in which the County will require additional investigation and identification of MEC in the borrow area should the safety risk of MEC warrant it. BOEM recommends a qualified expert in MEC investigation, identification, and mitigation be assigned these responsibilities, working with the dredging contractor. The MEC Protocol will describe measures or actions, when warranted, that will decrease MEC risks to reach ALARP levels, including MEC screening, MEC avoidance during dredging, MEC relocation activities, and MEC detonation. To develop the MEC Protocol to manage this risk, BOEM refers the County to applicable guidance, such as USACE Engineering Manual (EM) 385-1-97 Chapter III. B. (12APR2013) and the National Guidance for Responding to Munitions and Explosives of Concern in Federal Waters developed by the Committee on the Marine Transportation System (CMTS, 2024). BOEM recommends the MEC Protocol use terminology consistent with the risk assessment performed (e.g., USACE EM 385-1-97 Appendix Z, or an equivalent guidance). BOEM recommends that the protocol include the same information for managing MEC if MEC is encountered within material once it is removed from the OCS or is encountered during pump-out and placement operations in an area under separate federal or state jurisdiction.

Upon first encounter of MEC or a change in type of MEC encountered while conducting operations at the N-1 Modified Borrow Area, the County will notify the appropriate U. S. Coast Guard Command Center for the region (Southeast, Seventh Coast Guard District (305) 415-6800)), the USACE Regulatory Project Manager identified as the point-of contact in the Department of the Army permit for the Project, and report the discovery within 24 hours to Geoffrey Wikel, Acting Division Manager, BOEM Marine Minerals Division, at 571-420-3426 and dredgeinfo@boem.gov. The County will provide the MEC Protocol followed and what actions were taken and will be taken. The after-action notification will also include a description of the activities leading to the MEC encounter; day, time, location, and load of the MEC encounter; type of MEC encountered; description of its inert state or explosive quantity; and its disposition. If the MEC Protocol must be modified to account for unexpected circumstances, the County will notify BOEM at dredgeinfo@boem.gov and provide an updated MEC Protocol. Follow-on reports to BOEM concerning subsequent encounters may be reported through consolidated periodic notifications if agreed upon by BOEM. If MEC are encountered within the material after it has been removed from the OCS, such as during pump out operations or within placed fill material, it is the responsibility of the County to follow the guidance of the relevant federal or state authorities with jurisdiction over pump-out or placement operations and notify BOEM.

The BOEM Director reserves the right to immediately suspend OCS operations in accordance with 30 CFR 583.350 (b)(3) should the threat of serious harm and damage warrant it. If issued, any such suspension will be lifted once the threat is abated. If MEC are unexpectedly discovered in the Project designated onshore areas after completion of the Project, the County is solely responsible for any remediation.

11. Bathymetric Surveys

At a minimum, and as consideration, the County will provide BOEM with pre- and post-dredging bathymetric surveys of the N-1 Modified Borrow Area. The County will conduct a pre-dredging survey of the N-1 Modified Borrow Area within sixty (60) calendar days prior to the commencement of dredging and will provide the data to BOEM for review via

dredgeinfo@boem.gov, allowing for a minimum seven (7) business days for BOEM to accept or reject before the County commences dredging. A qualified hydrographic surveyor, independent from the dredging/construction contractor, will conduct and oversee the survey, and must approve the survey results before transmitting them to BOEM. The County will conduct a post-dredging survey of the N-1 Modified Borrow Area within sixty (60) calendar days after the completion of dredging. BOEM recommends that the County conduct additional bathymetric surveys of the Borrow Area both one (1) and three (3) years after the completion of dredging to document borrow area evolution and provide information to inform future decisions and consultations regarding the use of OCS sand resources. The County will perform surveys, error analysis, and reporting in accordance with the most recent edition of the National Oceanic and Atmospheric Administration's (NOAA's) Office of Coast Survey Hydrographic Survey Field Procedure Manual. Survey standards and requirements are specified in the manual and can be found on the Coast Survey Document Library website.

For bathymetric surveys, 100 percent coverage using multi-beam bathymetric survey methods is required. The County must apply roll, pitch, heave, and tide corrections to all bathymetric data using best practices. The County must apply sound velocity corrections based on measurements made during and throughout the duration of the survey using a profiling sound velocity meter to obtain water column sound velocities with casts that log the entire water column to the seafloor. Survey line intervals must be sufficient to provide 100 percent coverage of the dredge area. All survey lines will extend at least 100 meters (328 feet) beyond the edge of the limits of the N-1 Modified Borrow Area as defined in this Lease.

The County will collect all data in such a manner that post-dredging bathymetric surveys are compatible with the pre-dredging bathymetric survey data to enable the former to be subtracted from the latter to calculate the volume of sand removed, the shape of the excavation, and the nature of post-dredging bathymetric change. The County must reoccupy the pre-dredge bathymetric survey transects during the post-dredging surveys. The County will conduct surveys using kinematic GPS referenced to a GPS base station occupying an established (NAVD 88 vertical control) monument within 24 kilometers (15 miles) of the survey area, a National Geodetic Survey real-time network, or a water-level gauge deployed within the vicinity of the N-1 Modified Borrow Area and referenced to an established monument (NAVD 88 vertical control), unless alternative methods are approved by BOEM. The County must reference the pre- and post-dredging surveys to the same water-level gauge, tide gauge, real-time network, benchmark, or BOEM-approved method. The County must conduct an uncertainty or error analysis on the bathymetric dataset based on calculated differences of measured elevations (depths) at all transect crossings.

If data accuracy, coverage, quality, or other parameters for either pre- or post-dredging surveys are not sufficient to provide for accurate comparisons between the pre-dredge and post-dredge surveys (e.g., do not meet specifications and standards discussed or referenced above), BOEM may require the County to conduct a new survey at the pre-dredge and/or post-dredge phase.

The delivery format for bathymetry data submission is an ASCII file (e.g., .xyz, .txt., .csv, .dat) containing x, y, z data and a digital elevation model (e.g., .bag, .tiff, .asc). The file name(s) of bathymetric data submissions should be unambiguous and, as a recommendation, should include the survey ID and/or borrow area name, bin spacing, acronym for vertical datum, units, and date of survey completion (example file name: SURVEYID_BorrowArea_3x3AVG_NAVD88_

ft_MMDDYYYY.xyz). The County must provide the horizontal data in the NAD 83 State Plane Florida East, U.S. survey feet and the vertical data in the NAVD 88, U.S. survey feet unless otherwise specified. The County must submit a methods section and results of the uncertainty analysis, field notes, and metadata record (Federal Geographic Data Committee endorsed geographic metadata standard, e.g., ISO 19915) to BOEM with the processed bathymetric data products. The County must provide an 8.5 x 11-inch plan view plot of the pre- and post-construction data showing the survey vessel navigation tracks, as well as contour lines at appropriate elevation intervals and a plot of the digital elevation model in Adobe PDF format. The County must include and identify images and descriptions of any previously identified side scan sonar targets or newly identified bathymetric anomaly targets on an index map.

12. Archaeological Resources

Offshore Prehistoric or Historic Resources

There are no known archaeological resources within the proposed cut elevations of the N-1 Modified Borrow Area.

If the County discovers any previously unknown historic or archeological resources, all dredge and/or pump-out operations will halt immediately. The County will immediately and electronically report the discovery to the Marine Minerals Division Manager at BOEM (see contact information in Title IV Provision (B)). The County will coordinate with BOEM on the measures needed to evaluate, avoid, protect, and, if needed, mitigate adverse impacts from an unanticipated discovery. If investigations determine that the resource is significant, BOEM will work with relevant parties to determine how best to protect it. The County will coordinate with BOEM and other Federal and State agencies to initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

Nearshore Prehistoric or Historic Resources

The County or its contractor must maintain avoidance buffers around two targets in the nearshore area within the vicinity of the pipeline corridors for placement of material. See **Table 2** for target location and avoidance buffers.

Table 2. Anomalies to be Avoided During Dredge Pipeline Operations

Target	Area/Block	FL East State Plane Coordinates NAD 1983 (X / Y Coordinate)	Minimum Avoidance Radius (ft)	Note
B.M001	Pipeline	562451.6716/ 2035945.218	164	Cultural Resource
B.M010	Pipeline	561843.2192 / 2043173.773	164	Cultural Resource

If the County discovers any previously unknown historic or archeological resources, all dredge and/or pump-out operations will halt immediately. The County will immediately and

electronically report the discovery to the Acting Manager, Marine Minerals Division at BOEM (see contact information in Title IV Provision (B)). If investigations determine that the resource is significant, BOEM will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

13. Project Completion Report

Consistent with Title IV Provision (D)(15), the County will submit a project completion report to BOEM within 120 calendar days following completion of the activities authorized under this Lease. The County will send this report and supporting materials electronically. The report will contain, at a minimum, the following information:

- the names and titles of the project managers overseeing the effort (for the County, the engineering firm / agent (if applicable), and the contractor), including contact information (phone numbers, mailing addresses, and email addresses);
- a narrative including the location, the construction costs, and description of the Project, the final, as-built features, boundaries, and acreage, including the restored beach width and length;
- the final total volume of material extracted from the borrow area and the volume of material actually placed on the beach or shoreline (including a description of the volume calculation method used to determine these volumes);
- notation that the County has confirmed that BOEM has received the full set of DQM data, in ASCII files, containing the x, y, z coordinates and time stamp of the drag arm locations;
- a narrative discussing major construction sequences and activities, and, if applicable, any significant problems encountered and solutions implemented;
- a table showing the major types of construction equipment used and the nature of their use by phase of the Project construction (e.g., dredge, booster pumps, bulldozer);
- a list and description of any safety-related issues or accidents reported during the life of the Project, including any circumstances that required exercise of the MEC Protocol and detailed after-action information regarding the MEC encounter and application of the MEC Protocol, including the daily reports and any summary report prepared by the MEC contractor;
- a narrative and any appropriate information to verify implementation of ECM requirements and describe any environmental monitoring associated with the Project;
- a narrative and any appropriate shapefiles defining areas of the borrow area deemed unsuitable during the course of the Project (if applicable);
- a table listing significant construction dates beginning with bid opening and ending with final acceptance of the Project by the County;
- digital appendices containing the as-built Project footprint (.shp /.gdb), and bathymetric survey data outlined in Title IV Provision (D)(11) above;
- metadata appropriate to geospatial deliverables; and,

- any additional pertinent Project photo or video documentation in high-resolution format.

14. Reporting Compliance

In addition to a point of contact identified in Title IV Provision (B) for receipt of notifications, the County will designate in advance of construction a single point of contact (and preferably a back-up contact) who is responsible for facilitation of compliance with all Lease requirements. This person will serve as the Compliance Officer. The County will provide this contact information to BOEM, electronically, at least 30 calendar days in advance of dredging and construction operations.

The County will attempt to reasonably comply with the provisions of this Lease. Should there be an allegation of a failure to comply, the Party(s) will correct the alleged failure as soon as possible and/or resolve it jointly between BOEM and the County, including through the dispute resolution process identified in Title IV Provision (D)(16).

15. Sharing of Information

Consistent with the purpose stipulated by the Parties in Title II, and to the extent allowed by law, policy, and regulation, the County and BOEM agree to: (1) share all information needed for or generated from the Project, including the sharing of implementation and other applicable schedules; and (2) provide such information to the requesting party as expeditiously as possible. The County and BOEM agree to work to ensure that all required completion report information is received.

The Parties to this Lease acknowledge that information and reports required by and/or exchanged pursuant to the Project may include confidential business information, proprietary information, or other sensitive information that should be protected from disclosure.

Any Party requesting that information or reports provided pursuant to this Lease be treated as confidential will prominently mark the information and/or report as "Confidential" along with providing the basis for the claim of confidentiality. Any cover correspondence submitted with the information or report will likewise note the claim of confidentiality. To the extent practicable, a Party to this Lease may only request information that has been marked as "Confidential" and is in the possession of another Party to this Lease if the information is needed by the requesting Party to carry out its obligations under this Lease or if the information is necessary for the requesting Party to fulfill its obligations under the law. The Party in possession of the information requested may work with the requesting Party to determine if the information may be shared without waiving the confidential nature of the material.

The Parties further agree that they will notify the other Party as soon as possible, in writing, of any request by any person seeking the release or disclosure of information marked "Confidential" in whole or in part, including, but not limited to, requests pursuant to Court orders, discovery, subpoenas, or other compulsory process, or public access requests under applicable Federal or State law. Notification will be considered timely if it provides the Parties or individuals claiming the information or report is confidential a reasonable opportunity to seek a Court order to prevent

release or disclosure. Any disputes among the Parties regarding requests for information or the confidential nature of the information requested will be resolved according to applicable law and through the dispute resolution process identified in Title IV Provision (D)(16). If the Party claiming the information or report is confidential fails to obtain a timely Court order preventing the release or disclosure of the information, the party in possession of the information will release it to the extent required by applicable law.

16. Resolution of Disputes

The Parties agree to attempt to settle any disputes regarding this Lease at the lowest appropriate operational level within seven (7) business days. In the case of (1) a substantial disagreement between BOEM and the County with respect to this agreement and its associated implementation or (2) any alleged breach by a Party of the terms and conditions as specified herein, the Party alleging the disagreement or breach state the area(s) of disagreement or alleged breach in writing and present such statement to the other Party for consideration. If dispute resolution is not successful within thirty (30) calendar days and if appropriate under 30 CFR 583.330 and 30 CFR 583.350, BOEM may suspend or terminate the Agreement, refer the matter to appropriate Federal or State agency for enforcement, or both. In the circumstances described in 30 CFR 583.350(b), the BOEM Director reserves the right to immediately suspend OCS operations.

17. Miscellaneous

This Lease is not intended to affect any pre-existing or independent relationships or obligations between DOI and the County, including any other relationships or obligations between BOEM and the County, or any other units of DOI.

All rights in the N-1 Modified Borrow Area not expressly granted to the County are hereby reserved to BOEM. BOEM reserves the right to authorize other uses in the N-1 Modified Borrow Area that will not unreasonably interfere with activities authorized under this Lease. BOEM will allow the County to review and comment on any proposed authorizations for the use of OCS sand resources in the N-1 Modified Borrow Area while this Lease is in effect.

Nothing herein is intended to conflict with current DOI or State statutes or regulations. If the terms of this Lease are inconsistent with existing statutes or regulations of either of the Parties entering into this Lease, then those portions of this Agreement which are determined to be inconsistent will be invalid, but the remaining terms and conditions not affected by the inconsistency will remain in full force and effect. At the first opportunity for review of the Lease after such inconsistency is identified, all necessary changes will be accomplished either by an amendment to this Lease or by entering into a new Lease. Any Lease amendment can be requested in writing by any party and will not go into effect unless and until the other party agrees.

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original. The signatures to this Agreement may be executed on separate pages, and when attached to this Agreement will constitute one complete document.

[Signature Page to follow.]

**LEASE BETWEEN
THE BUREAU OF OCEAN ENERGY MANAGEMENT
OF THE DEPARTMENT OF THE INTERIOR
AND
ST. JOHNS COUNTY, FLORIDA**

**REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES
FOR THE SOUTH PONTE VEDRA BEACH AND DUNE RESTORATION PROJECT
IN ST. JOHNS COUNTY, FLORIDA**

BOEM Negotiated Agreement No. OCS-A 05XX

Signatory Page

Megan Carr, PhD, CPG
Associate Director, Office of Strategic Resources
Bureau of Ocean Energy Management
Department of the Interior

Date: _____

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____

_____, Chair

Date: _____

**ATTEST: Brandon J. Patty
Clerk of the Circuit Court
& Comptroller**

By: _____
Deputy Clerk

Date: _____

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**Attachment 1
Location Maps**



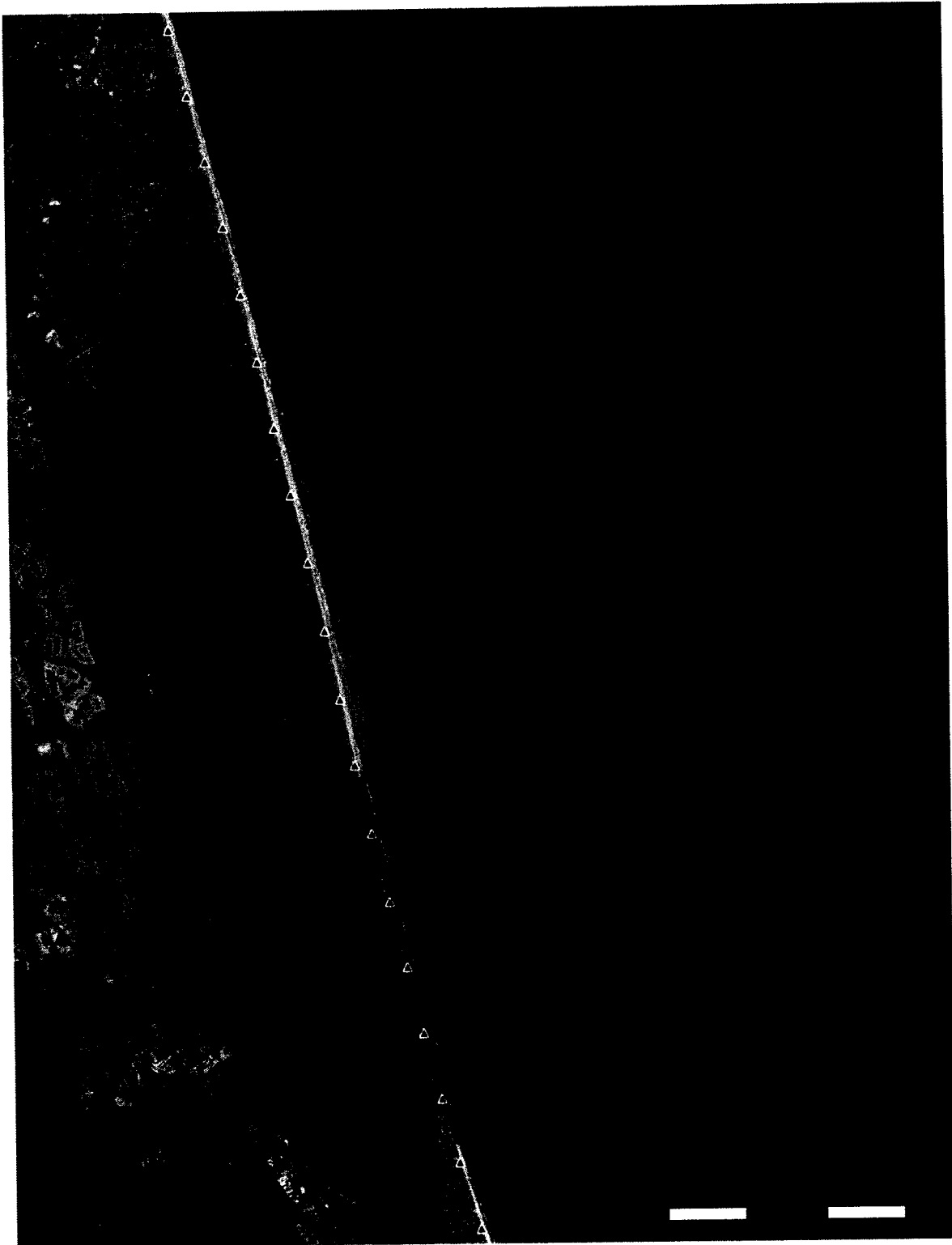


Figure 1. Borrow Area N-1 Modified and Placement Area

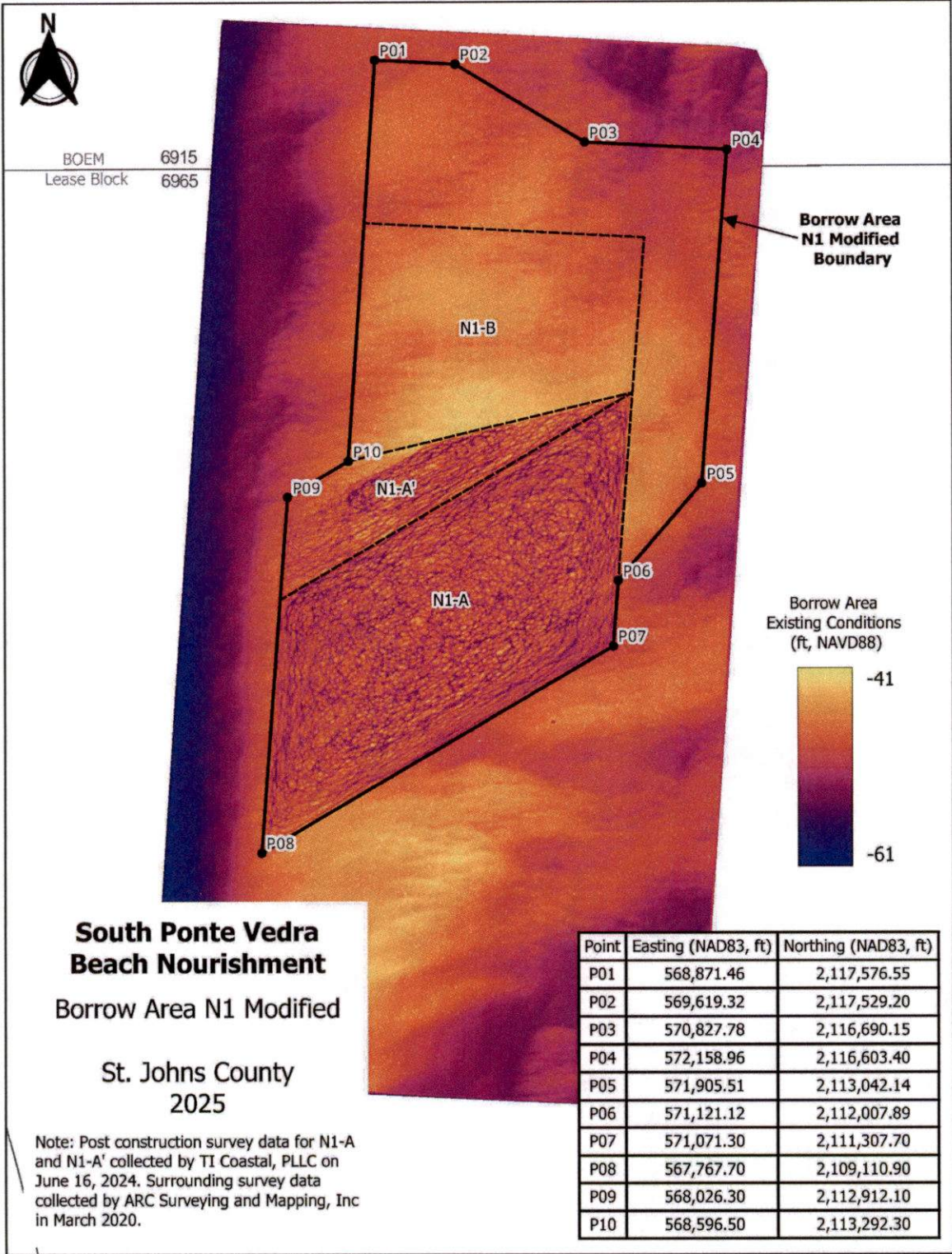


Figure 2. Detail of Borrow Area N-1 Modified

Attachment 2
Environmental Compliance Requirements

St. Johns County will implement the environmental compliance measures outlined in the Environmental Assessment and associated consultation and permit documents. The Plan will reflect these requirements as appropriate. The County will comply with all environmental mitigation requirements prior to, during, and after construction. The County will prepare an ECM, in coordination with BOEM, documenting how the County will comply with all environmental compliance measures, including mitigation measures and monitoring requirements, and identifying associated lead agency roles and responsibilities for implementation and enforcement. The following referenced documents contain all required mitigation measures and monitoring obligations for implementation by the County, as appropriate. For reference below, BOEM highlighted in bold the following documents containing BOEM-specific mitigation enforceable through this lease and binding on the County, including relevant sections and pages; however, the County must implement all relevant mitigation and monitoring mandated by other federal and state agencies.

NATIONAL ENVIRONMENTAL POLICY ACT:

- *2017. St. Johns County, Florida - South Ponte Vedra Beach, Vilano Beach, and Summer Haven Reaches – Coastal Storm Risk Management Project, Final Integrated Feasibility Study and Environmental Assessment. U.S. Army Corps of Engineers Jacksonville District. March 2017.*
- *2020. Use of Outer Continental Shelf Sand from Borrow Area N-3 for the South Ponte Vedra Beach Restoration Project Environmental Assessment. Prepared by St. Johns County. September 2020.*
 - *Section 7.0 (Environmental Commitments); pages 53-54*
- *2024. St. Johns County, Florida, Ponte Vedra Beach Coastal Storm Risk Management. Final Integrated Feasibility Report and Environmental Assessment. U.S. Army Corps of Engineers Jacksonville District. February 2024.*
 - *Section 6.8 (Environmental Commitments); pages 6-11 and 6-12*
- *2025. Final Environmental Assessment - South Ponte Vedra Beach and Dune Restoration Project - South Ponte Vedra, St. Johns County, Florida: Pending. Prepared by St. Johns County.*
 - *Section 5.0 Environmental Commitments and Compliance; pages 63-70*

ENDANGERED SPECIES ACT:

- *2013. U.S. Fish and Wildlife Service Programmatic Piping Plover Biological Opinion (P3BO) (May 22, 2013).*
- *2015. U.S. Fish and Wildlife Statewide Programmatic Biological Opinion (SPBO) (March 13, 2015)*
- *2020. National Marine Fisheries Service. South Atlantic Regional Biological Opinion (SARBO) for dredging and material placement activities in the Southeastern United States. 27 March 2020.*
 - *Section 2.9.1 (USACE and/or BOEM Project-Specific Review for a Project to be Covered under SARBO)*
 - *2.9.3 (SARBO Team Communication and Reporting); Section 2.9.3.3-2.9.3.5.2*
 - *Appendix A; pages 519-520*

- *Appendix B; Section 1.1 (DREDGE.2); Section 1.2 (PLACE.2); Section 1.3; Section 2 (pages 525-528); Section 3.1 (pages 529-531); Section 3.5 (pages 532-533)*
- *Appendix F; (pages 589-596)*
- *Appendix H; (pages 599-628)*
- *Appendix I; (pages 629-632)*

**MAGNUSON-STEVENS FISHERY CONSERVATION AND MANAGEMENT ACT -
ESSENTIAL FISH HABITAT (EFH):**

- *2024. Email dated 22 September from Pace Wilber (NMFS) to Terri Mashour (USACE) documenting "no further action planned" in response to USACE public notice and associated EFH Consultation"*

NATIONAL HISTORIC PRESERVATION ACT:

- *2020. SHPO letter to USACE (DHR Project File No.: 2020-6116-A) (dated 12 October 2020)*
- *2021. USACE letter to Tim Parsons, Ph.D., SHPO (dated 24 February 2021). Consultation associated with Borrow Area N-1 and 8 pipeline corridors.*
- *2025. SHPO letter to USACE (dated November 25, 2025). Confirms No adverse effect on historic properties.*

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

- *2025. Major Modification to Joint Coastal Permit and Authorization to Use Sovereign Submerged Lands. Permit No. 0379716-003-JM. Issued March 10, 2025.*

DEPARTMENT OF THE ARMY (DA) PERMIT:

- *Pending until issuance of BOEM NNA*

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