

**TEMPORARY RIGHT OF ENTRY AGREEMENT**  
*FOR SHORELINE RESTORATION and HABITAT ENHANCEMENT*

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THIS TEMPORARY RIGHT OF ENTRY AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("University"), a public body corporate of the State of Florida, for and on behalf of its Institute of Food and Agricultural (IFAS), and LEVY COUNTY, a political subdivision of the State of Florida ("Owner").

**THE PROJECT**

A. In recent decades, accelerated coastal erosion has led to critical degradation of habitat function and exposure of upland infrastructure along the gulf front beaches of Cedar Key, Florida.

B. The shorelines fronting two littoral roads of pivotal importance to the community, Airport Road and G Street, have been particularly and increasingly imperiled.

C. Through a series of workshops convened between University, Owner, and other community stakeholders, consensus was reached on a shoreline restoration strategy (the "Project") to be implemented along a designated section of each road (the "Project Areas").

D. Owner owns a right of way interest to certain real property within each of these Project Areas (the "Property"), as further depicted and described by Exhibits A and B.

E. To facilitate the successful realization of the Project, Owner has agreed to grant University temporary access to the Property, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the success of the Project, University and Owner hereby agree as follows:

**THE AGREEMENT**

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference as terms.

2. Grant of Right of Entry. Owner hereby grants to University a temporary, non-exclusive right of entry (the "ROE") to enter onto, over, and through the Property indicated in Exhibits A and B, for the specific and limited purposes set forth in Exhibit C (the "Activities"), which also includes a general description of the Project Areas, current shoreline conditions and proposed Project design. Owner acknowledges that the ROE granted to University includes the exercise of such rights by University's employees, agents, licensees, contractors, consultants, subcontractors, volunteers, business invitees and other persons having contact with the Project.

3. Consent and Joinder. By executing this Agreement, Owner hereby: (a) consents to the implementation of the Project within the Property; (b) consents to and joins in University's permit applications to the Florida Department of Environmental Protection (FDEP), attached hereto as Exhibits D and E (the "Applications"); (c) authorizes University to implement the Project in compliance with the Applications and the related permits issued by FDEP; and (d) authorizes University to represent the facts set forth in (a) through (c) above, and to provide a copy of this Agreement, to governmental agencies affiliated with the Project, including but not limited to FDEP, in furtherance of the Project or any permitting or funding associated therewith.

4. Term. The term of this ROE shall commence no earlier than June 16, 2020 and shall automatically terminate on December 15, 2022, with the intervening period referred to herein as the "Term".

5. Shoreline Improvements. All shoreline improvements installed or constructed as part of the Activities (collectively, the "Improvements") shall be installed or constructed at University's sole cost and expense and in accordance with all permit requirements. University shall apply for, and obtain, all applicable permits from all government entities with jurisdiction over the Project prior to commencement of the Improvements. University shall give Owner ten (10) days' written notice prior to commencement of any installation or construction on the Property. Upon FDEP's final approval of the completed Improvements, an undivided fee simple ownership of any portion of the Improvements installed or constructed on the Property shall be vested in Owner. University shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's', contractors', or subcontractors' liens in connection with the University's Activities upon the Property.

Upon completion of the Improvements, University will provide Owner with a map or sketch describing and depicting the details of the Improvements located on the Property, including but not limited to the types of plants and their locations on the Property. University will also provide information on best practices for maintenance of the Improvements and of each type of plant located in the Property. Notwithstanding University's provision of such map or sketch and information on best practices, Owner will have no obligation at any time to perform any maintenance for any of the Improvements or for any plants located on the Property.

6. Maintenance of the Property. During the Term, University shall, at its sole cost and expense, maintain the Property in accordance with all applicable governmental regulations, Owner requirements as determined by the Owner's Road & Bridge Department, and/or the Permits, unless and to the extent that violations of such governmental regulations and/or the Permits are caused by Owner or others unaffiliated with University and unrelated to the Project. In the event University's exercise of the rights and privileges afforded to it under this Agreement results in any unanticipated disturbance of or damage to the Property, University shall restore the affected area as near as practicable to its original condition.

7. Pre-existing Environmental Conditions. Nothing in this Agreement shall be deemed to release the Owner from any liability it may have for cleanup, abatement, removal, or remediation of pre-existing environmental problems (i.e., existing prior to University's entry onto the Property) under any applicable Federal or State environmental laws or regulations, or to obligate the University to undertake such actions or make the University liable therefor under this Agreement.

8. Harmonious Use by Owner. Owner reserves the right and privilege to use the Property for any public purpose consistent with Owner's role as the local government entity in control of the Property as a public right of way. Owner's use of the Property will be consistent with University's use thereof, will otherwise comply with any postings of University's contractor and applicable governmental regulations, and will not materially interfere with the Project or University's Activities, all to the extent feasible; provided that any use by Owner that is in the interest of the public health, safety or welfare will take priority to University's use of the Property, the Project or University's Activities. University agrees to exercise the rights granted hereunder in a manner that does not unreasonably interfere with, and minimizes the impact on, Owner's use of the Property.

9. No Dedication. This Agreement does not convey any right of access by the general public to any portion of the Property.

10. Reservations. The terms of this Agreement do not impose any restrictions regarding Owner's future rights to build a dock or to remove invasive mangrove trees.

11. Notices. Any notices which may be permitted or required hereunder shall be in writing and addressed as follows:

OWNER:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621  
With a copy to:  
Administrative Superintendent  
Road & Bridge Department  
P.O. Box 336  
Bronson, FL 32621

UNIVERSITY:

Savanna Barry  
Nature Coast Biological Station  
552 1st Street  
PO Box 878  
Cedar Key, FL 32625  
ncbs@ifas.ufl.edu  
savanna.barry@ufl.edu  
Tel.: (352) 325-6080

12. University's Representations. Execution of this Agreement constitutes the University's certification that the Project will be carried out in conformance with all applicable environmental regulations, including the securing of all required permits.

13. Owner's Representations. By executing this Agreement, Owner certifies that nothing prevents Owner from entering into this Agreement, that no other individual's or entity's consent is required to grant the ROE hereunder, and that no encumbrance or covenant affecting the Property would impede or prohibit the implementation of the Project as described herein.

14. Insurance. University, as a public body corporate, represents that it participates in the State of Florida's Risk Management Trust Fund for purposes of liability insurance, with said protection being applicable to the University's officers, employees, and agents while acting within the scope of their employment or agency.

15. Liability; Indemnification. Each party to this Agreement agrees to be fully responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof when acting within the scope of employment or agency. Nothing in the Agreement is intended to serve as a waiver of sovereign immunity by the University of Florida Board of Trustees, the State of Florida, or of Levy County. Nothing in the Agreement shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties, except for as set forth below.

University shall, subject to the limitations set forth herein, indemnify and hold Owner harmless from all claims, liabilities, or actions of any kind whatsoever, including but not limited to attorney fees, that may be brought or alleged against Owner for any action or inaction of University, its officers, agents, employees, contractors, subcontractors or volunteers, in the carrying out of the Project or any Activities related to the Project (singularly "Liability", and collectively "Liabilities"). In the event any Liability or Liabilities constitute a claim to which University's limited waiver of sovereign immunity contained in §768.28, Florida Statutes, would apply, then University shall not be responsible for any such Liability or Liabilities attributable to any one person which exceed the sum of \$200,000, nor any Liability or Liabilities, or portions thereof, which, when totaled with all other Liabilities paid by University arising out of the same incident or occurrence, exceed the sum of \$300,000. This limited indemnification by University shall not be deemed, under any circumstances whatsoever, as a waiver of University's sovereign immunity beyond any statutory limited waiver set forth in §768.28(5), Florida Statutes. University's duty to indemnify and hold Owner harmless specifically does not encompass indemnifying Owner for Owner's negligence, intentional or wrongful acts, omissions or breach of contract.

16. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in

§768.28, Florida Statutes, as the same may be amended from time to time.

17. Modification. The covenants, terms and provisions of this Agreement may only be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms and/or provisions of this Agreement and any written amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

18. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their respective heirs, legal representatives, assigns and other successors in interest. There are no third-party beneficiaries of this Agreement.

19. Entire Agreement. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire Agreement between the parties and shall supersede replace and nullify any and all prior Agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, University and Owner have executed this Agreement as of the date first written above.

**ATTEST:**

\_\_\_\_\_  
Danny J. Shipp, Clerk of Court

**OWNER:**

\_\_\_\_\_  
Matt Brooks, Chair, Board of County Commissioners

Date: \_\_\_\_\_, 2020

**APPROVED AS TO FORM:**

*Anne Bast Brown*  
\_\_\_\_\_  
Anne Bast Brown, County Attorney

**WITNESSES:**

X \_\_\_\_\_

Print: \_\_\_\_\_

X \_\_\_\_\_

Print: \_\_\_\_\_

**UNIVERSITY:**

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida

By: \_\_\_\_\_  
Trevor Schneider  
Interim Director, Office of Real Estate

Date: \_\_\_\_\_, 2020

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2020, by \_\_\_\_\_, as Owner of the Property described herein. Said person (check one): [ ] is personally known to me, [ ] produced a valid driver's license as identification, or [ ] produced other identification, to wit: \_\_\_\_\_.

[SEAL]

X \_\_\_\_\_

Print: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A(1)

PROJECT AREA- AIRPORT ROAD - ZONE A

REQUESTED ACCESS IS FROM WATERWARD EDGE OF PAVEMENT TO THE WATERWARD EDGE OF ROAD RIGHT OF WAY AS DEFINED BY BLUE SHADED AREA IN PLAT.



SITE BENCHMARK REFERENCE  
4"x4" CONCRETE MONUMENT  
NO ID.  
29°08'10.3920"N 83°02'39.8394"W

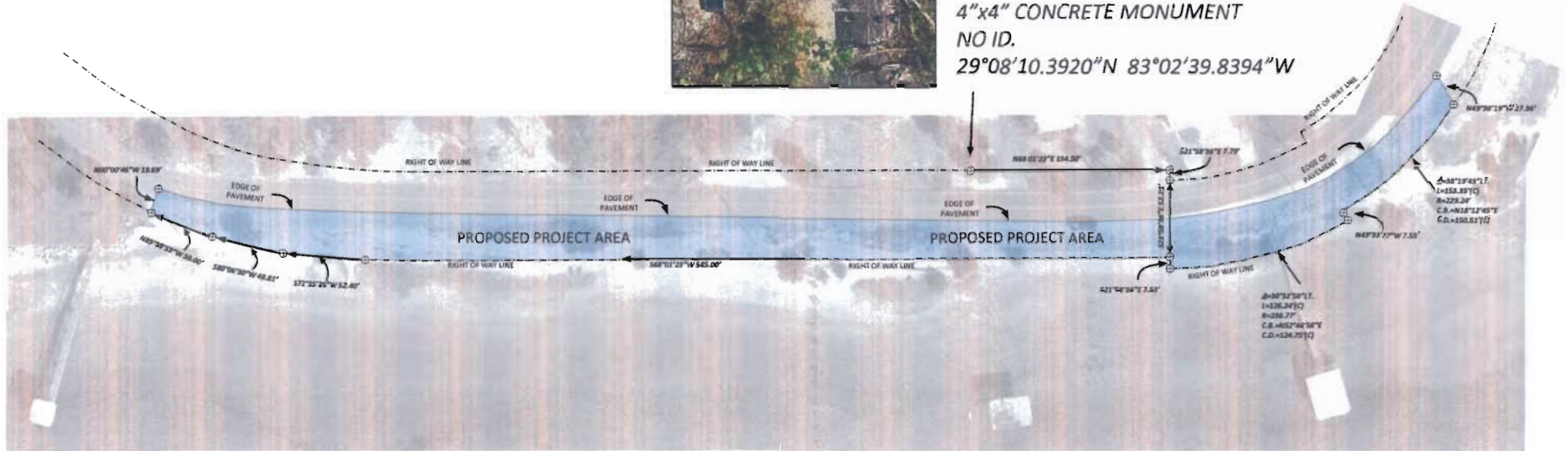


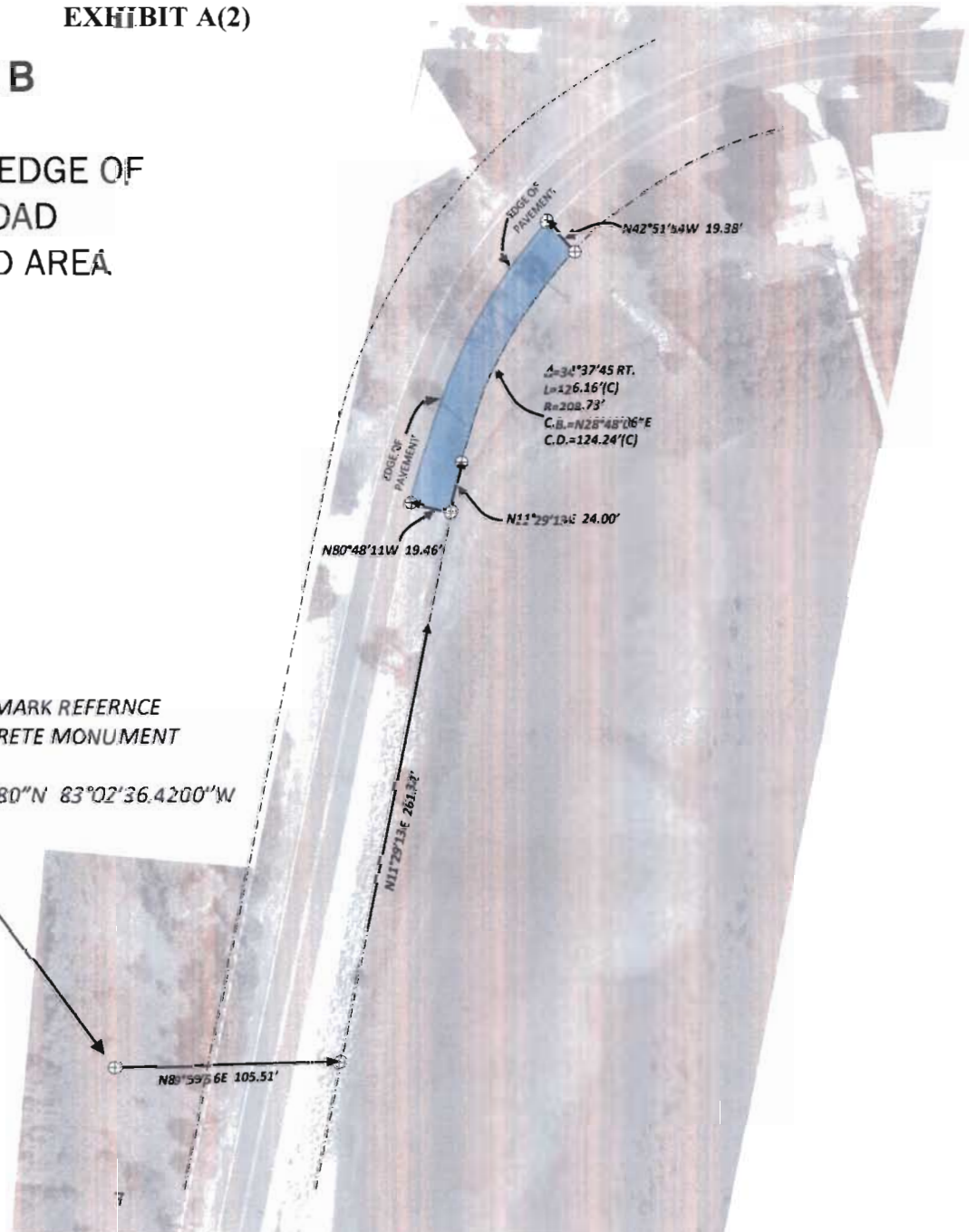
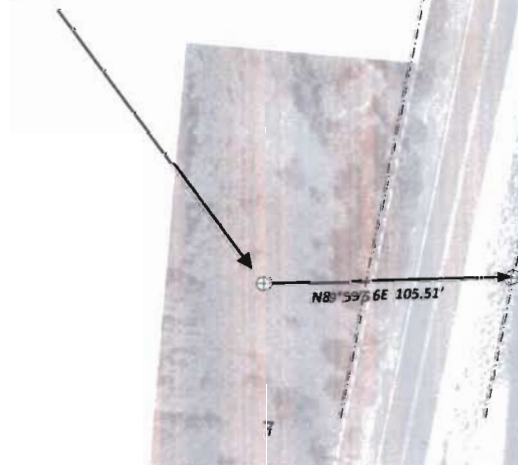
EXHIBIT A(2)

PROJECT AREA- AIRPORT ROAD - ZONE B

REQUESTED ACCESS IS FROM WATERWARD EDGE OF PAVEMENT TO THE WATERWARD EDGE OF ROAD RIGHT OF WAY AS DEFINED BY BLUE SHADED AREA IN PLAT.



SITE BENCHMARK REFERENCE  
4"x4" CONCRETE MONUMENT  
(PRM 2548)  
29°08'19.2480"N 83°02'36.4200"W



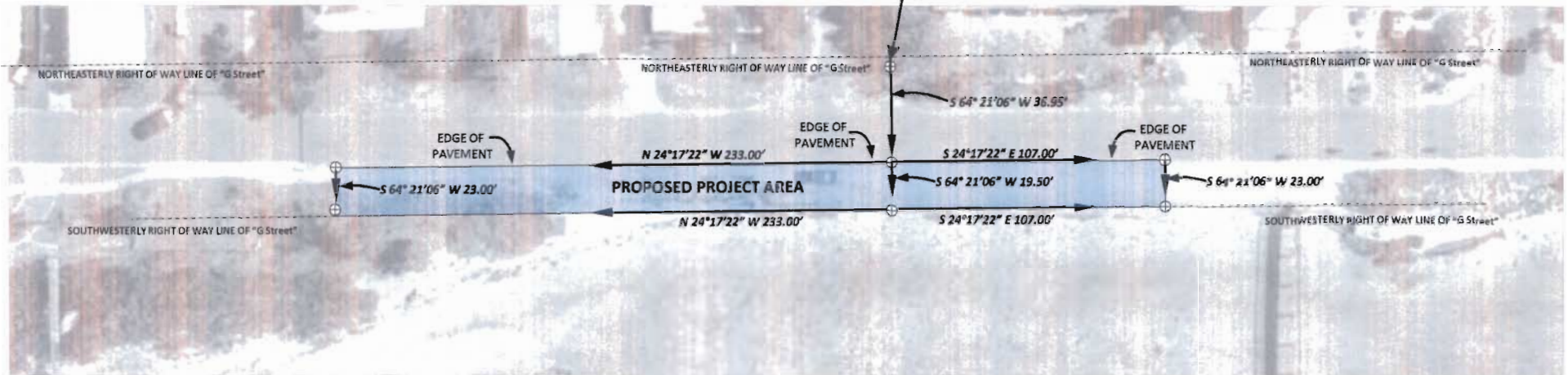
## EXHIBIT B

### PROJECT AREA- G STREET

REQUESTED ACCESS IS FROM WATERWARD EDGE OF PAVEMENT TO THE WATERWARD EDGE OF ROAD RIGHT OF WAY AS DEFINED BY BLUE SHADED AREA IN PLAT.



SITE BENCHMARK REFERENCE  
4"X4" CONCRETE MONUMENT  
(FDEP 2009 P725)  
ELEVATION - 4.13 (NAVD88)  
29°08'07.9319"N 83°02'10.8238"W





# EXHIBIT C

## 1. GENERAL PROJECT AREAS

Map of Daughtry Bayou, Cedar Key, showing locations of proposed projects (green and blue rectangle), Airport Rd. and G Street (yellow lines), homes impacted when Airport Rd. is compromised (red circle), reference sites (pink diamond), and a pilot living shoreline project (blue triangle). Inset map shows locations of Cedar Key (star) and ten other coastal communities in the 7-county region.



## 2. CURRENT SHORELINE CONDITIONS and PROPOSED PROJECT DESIGNS



A. G Street – Present Condition



B. G Street – Proposed Project



C. Airport Rd. – Present Condition



D. Airport Rd. – Proposed Project

Present shoreline condition (A. and C.) and proposed project designs (B. and D.) for G Street and Airport Rd. project areas, respectively. Brown triangles (B.) and grey rectangles (D.) represent groins and breakwaters that will serve as oyster recruitment zones and green areas denote zones where low marsh, high marsh, and dune species will be planted. Project locations have been surveyed for elevations in feet relative to NAVD88 to determine the optimal oyster growth zone and oyster critical growth elevation boundary, as well as estimate the amount of clean beach fill needed to raise elevations enough to establish vegetation in the zones indicated in panels B. and D.



### 3. ACTIVITIES PERMITTED WITHIN THE PROPERTY

*Pursuant to this Agreement, Activities permitted within the Property may include:*

<u>ACTIVITY</u>	<u>DESCRIPTION</u>
<b>TOPOGRAPHIC SURVEYS:</b>	Licensed surveyors will collect elevation information along the project areas
<b>HABITAT ASSESSMENTS:</b>	Professional biologists will delineate the boundaries of important habitat types
<b>BIOLOGICAL ASSESSMENTS:</b>	Trained interns from UF will conduct a survey of the species of plants and animals that occur on the shoreline.
<b>SITE VISITS:</b>	Engineers, UF faculty, students, and visitors will visit the site to take measurements and photographs as needed throughout the duration of the project.
<b>PRE-PROJECT MONITORING:</b>	UF staff biologists will conduct fish/invertebrate sampling, vegetation monitoring, and oyster/bird surveys once every two months before construction and during construction.
<b>PROJECT CONSTRUCTION:</b>	Licensed contractors will deliver and place materials needed for the shoreline restoration. This includes clean sand, concrete blocks, and plant material. The concrete blocks will be placed so that structures align with tidal elevations where oyster recruitment and growth is optimal.
<b>PHASE 1:</b>	Volunteers, supervised by UF staff, will install marsh and dune plants to stabilize the sand fill. Transplants will be installed using best practices for planting depth and density generated through research completed at the nearby Joe Rains living shoreline ( <a href="http://bit.ly/2ipPIdy">http://bit.ly/2ipPIdy</a> ).
<b>PHASE 2:</b>	UF staff biologists will conduct fish/invertebrate sampling, vegetation monitoring, and oyster/bird surveys once every two months for at least one year following construction.
<b>POST-PROJECT MONITORING:</b>	

# EXHIBIT D

## Permittees:

Granville and Frankie Petrie  
1113 Victory Garden Drive  
Tallahassee, Florida 32301  
[gepetrie@icloud.com](mailto:gepetrie@icloud.com).

Pope and Margaret T. Griffin,  
Trustees for the Griffin Living Trust  
1389 S. Shore Drive  
Fleming Island, Florida 32003  
[maggiegriffin85@yahoo.com](mailto:maggiegriffin85@yahoo.com)

Sara M. Shultz as Trustee of the Richard H.  
Schulz Family Trust  
c/o Ms. Edith Thompson  
P.O. Box 1127  
Defuniak Springs, Florida 32435  
[kschuyltzfm@gmail.com](mailto:kschuyltzfm@gmail.com)

Milton W Stubbs Family Trust  
c/o Betty Stubbs  
1224 NW 22<sup>nd</sup> Street  
Gainesville, Florida 32605

Alice A. Phillips  
P.O. Box 701  
Cedar Key, Florida 32625  
[alice.oakley47@gmail.com](mailto:alice.oakley47@gmail.com)

Larry J. and Anna K. King  
4750 NE 180 Avenue  
Williston, Florida 32696  
[cookieking1@gmail.com](mailto:cookieking1@gmail.com)

Barbara K. Jackson, Co-Trustee of the Joseph  
L. Kirk Jr. Residual Trust  
P.O. Box 291567  
Kerrville, Texas 78029  
[bejacks@wt.net](mailto:bejacks@wt.net)

Michael D. and Heather J. Carlin  
8598 139<sup>th</sup> Lane  
Seminole, Florida 33776  
[carlininfo@aol.com](mailto:carlininfo@aol.com)

Bobby J. Wilder, Trustee of the Wilder  
Revocable Trust  
P.O. Box 202  
Cedar Key, Florida 32625  
[ahmeegp@aol.com](mailto:ahmeegp@aol.com)

Nancy Parker  
P.O. Box 268  
Cedar Key, Florida 32625  
[phileparker@bellsouth.net](mailto:phileparker@bellsouth.net)

Timothy E. and Julie E. Morey  
8909 SW 61 Avenue  
Gainesville, Florida 32608  
[morey@ufl.edu](mailto:morey@ufl.edu)

December 5, 2019

**RE: Modification of Permit No: 38-0377522-001-EI  
Modification No.: 38-0377522-002-EM**

To Whom it May Concern:

This permit contains a regulatory authorization for the construction and operation of the system, a proprietary authorization for the use of sovereignty submerged lands for private purposes, if applicable, and the Federal State Programmatic General Permit (SPGP) for activities in Wetlands and/or Waters of the United States, if applicable.

Your permit has been modified by the Department to correct minor typographical errors. This modification does not change the expiration date, due dates for reporting or monitoring and does not involve any new work or work locations.

The correction is to modify the following conditions below:

#### **SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

6. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storage, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and shown on the approved permit drawings. Anchoring/spudding or allowing the boat to rest on the bottom is permissible only in areas where there are no benthic biological resources that would be impacted.

10. If a turbidity issue occurs during the marsh and dune vegetation construction, a floating turbidity screen will be deployed around the project area as shown on sheet C205 of the attached drawings for Zone A. The turbidity curtain shall remain in place until the water quality within the screened area is within 29 NTUs of background.

#### **SPECIFIC CONDITIONS – TRANSPLANTATION OF OYSTER CLUTCHES**

18. Living oysters within the footprint of the project area that cannot be avoided during sand placement will be harvested from the project impact area and relocated to a suitable location within the vicinity of the project where they will not be impacted by construction related activities.

## **SPECIFIC CONDITIONS – BREAKWATER**

27. All watercraft associated with the construction of the permitted activities will not scour or prop dredge. Anchoring/spudding or allowing the boat to rest on the bottom is permissible only in areas where there are no benthic biological resources that would be impacted.

28. The material used for pallet balls shall be clean concrete. The material shall be free of soils, oils and greases, debris, litter, putrescible substances or other pollutants and must meet the requirements set forth by the United States Coast Guard and Environmental Protection Agency. The material shall be firmly anchored to the bottom or sufficiently weighted to withstand wave energy, and shall not be indiscriminately dumped.

32. The work shall be done during periods of average or high water.

The requested modification(s) will affect these authorizations as listed:

## **REGULATORY AUTHORIZATION FOR CONSTRUCTION AND OPERATION**

The above change(s) is/are not expected to adversely affect water quality and will not be contrary to public interest and not expected to result in any adverse environmental impact or water quality degradation. The authority sought under the provisions of Part IV of Chapter 373, F.S., and Title 62, F.A.C. to construct and operate the system is modified as described above.

## **PROPRIETARY REVIEW - Granted**

As staff to the Board of Trustees, the Department has reviewed the proposed modification described herein or on the attached drawing(s) or documents(s), and has determined that the requested changes do not change the sovereign submerged lands authorization granted in the permit for the activity, as long as the work performed is located within the boundaries of the project as described. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S. to perform the modification as described herein or on the attached drawing(s) or document(s), for the activity on the specified sovereign submerged lands.

## **Federal Review - SPGP Not Approved**

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

## **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency\_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency\_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.



### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Janice Price at the letterhead address or at 904-256-1640.

### EXECUTION AND CLERKING

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



for Thomas G. Kallemeyn  
Permitting Program Administrator

TK:jp:cc

### CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Petrie Granville, Property Owner ([gepetrie@icloud.com](mailto:gepetrie@icloud.com))  
Pope Griffin and Margaret Griffin, Property Owner ([maggiegriffin85@yahoo.com](mailto:maggiegriffin85@yahoo.com))  
Edith Thompson, Property Owner ([kschulzsfm@gmail.com](mailto:kschulzsfm@gmail.com))  
Betty Stubbs, Property Owner, 1224 NW 22st, Gainesville, Florida 32605  
Alice Phillips, Property Owner ([alice.oakley47@gmail.com](mailto:alice.oakley47@gmail.com))  
Larry and Anna King, Property Owner ([cookieking1@gmail.com](mailto:cookieking1@gmail.com))  
Barbara Jackson, Property Owner ([bcjacks@wt.net](mailto:bcjacks@wt.net))  
Michael and Heather Carlin, Property Owner ([carlininfo@aol.com](mailto:carlininfo@aol.com))  
Bobby Wilder, Property Owner ([ahmeegp@aol.com](mailto:ahmeegp@aol.com))

Nancy Parker, Property Owner ([phileparker@bellsouth.net](mailto:phileparker@bellsouth.net))  
Timothy Morey, Property Owner ([morey@ufl.edu](mailto:morey@ufl.edu))  
Mark Clark, UF ([clarkmw@ufl.edu](mailto:clarkmw@ufl.edu))  
Savanna Barry, UF/IFAS Extension ([savanna.barry@ufl.edu](mailto:savanna.barry@ufl.edu))  
Sean King, Wood Environmental & Infrastructure Solutions, Inc. ([sean.king@woodplc.com](mailto:sean.king@woodplc.com))  
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#### FILING AND ACKNOWLEDGMENT

FILED, December 5, 2019, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

 December 5, 2019

Clerk

Date

# EXHIBIT E

## CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

**PERMITTEE:**

University of Florida/IFAS  
Savanna Barry, PhD  
552 1<sup>st</sup> Street, P.O. Box 878  
Cedar Key, FL 32625

**AGENT:**

Wood Environmental  
Sean King, PhD, PE  
404 SW 140<sup>th</sup> Terrace  
Newberry, FL 32601

**PERMIT INFORMATION:**

Permit Number: 0289874-002-JC

Project Name: G Street Shoreline Restoration

County: Levy

Issuance Date: October 29, 2019

Expiration Date of Construction Phase: October 29, 2024

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**REGULATORY AUTHORIZATION:**

This permit is issued under the authority of Chapter 161 which includes consideration of the provisions contained in Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

**PROJECT DESCRIPTION:**

The project is to restore approximately 350 feet of critically eroded shoreline along G Street using approximately 700 cubic yards of beach compatible sand from an approved upland source. To stabilize the shoreline, approximately 0.09 acres of low marsh vegetation, 0.19 acres of high marsh vegetation and 0.04 acres of dune vegetation will be planted between 0 and 1.5 feet NAVD, between 1.5 feet and 4.0 feet NAVD and along the shoreline, respectively. Three (3) oyster reef structures; 2 point bars and 1 sill, will also be installed. The oyster reef point bars will be constructed using interlocking concrete oyster castles and the sill will be created with a shell filled bag constructed of jute reinforced grout.

Existing marsh vegetation will either be avoided during sand placement or harvested prior to sand placement and replanted at appropriate elevations. Existing mangroves above 2 feet tall that are anticipated to survive the proposed fill placement will be left in place. Existing mangroves less than 2 feet tall or those that are not anticipated to survive the sand placement will be harvested and relocated. New mangroves that colonize the restored shoreline post-construction will be managed according to the attached Mangrove Management Plan (MMP).

**PROJECT LOCATION:**

The project is located in the City of Cedar Key, along the southern portion of G Street, between 2nd Street and 4th Street, in Section 32, Township 15 South, Range 13 East, Levy County, Gulf of Mexico, Class II Waters (prohibited for shellfish harvesting).

**PROPRIETARY AUTHORIZATION:**

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated the Department the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with 62-330.075, F.A.C., and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has reviewed the project described above, and has determined that the fill placement activity qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

**COASTAL ZONE MANAGEMENT:**

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

**WATER QUALITY CERTIFICATION:**

This permit constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

**OTHER PERMITS:**

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you or contact

you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

**AGENCY ACTION:**

The above named Permittee is hereby authorized to construct the work that is outlined in the project description and project location of this permit and as shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions, General Consent Conditions, Specific Conditions and attached plans, which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

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**GENERAL CONDITIONS:**

1. All activities authorized by this permit shall be implemented as set forth in the project description, permit drawings, plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to Rule 62B-49.008, F.A.C.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Department and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; and, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires

formal execution by the Board of Trustees shall not be considered received until it has been fully executed.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
9. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall electronically submit to the Department, by email at [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us), and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.
10. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division

of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

11. Within 60 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall electronically submit to the Department, by email at [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us), and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings electronically submitted to the Department, by email at [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us).

**GENERAL CONSENT CONDITIONS:**

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
5. Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.

8. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
9. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

**SPECIFIC CONDITIONS:**

1. Pursuant to Chapter 161.141, F.S., prior to construction of the shoreline restoration, the Board of Trustees must establish the line of mean high water for any area affected by this project that does not already have an Erosion Control Line (ECL). This is required to establish the boundary line between sovereignty lands of the state bordering on the Gulf of Mexico and the upland properties. No work shall commence until the Erosion Control Line has been established to the satisfaction of the Department and recorded in the public records of the county in which the project is located.
2. Unless otherwise specified in the specific conditions of this permit, all submittals required herein (e.g., progress reports, water-quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). All submittals shall clearly indicate the permit name and the permit number. Email submittals shall be sent to the Department's JCP Compliance Officer (e-mail address: [JCPCompliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us)). If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external hard drive shall be mailed to:

Department of Environmental Protection  
Division of Water Resource Management  
Attn: JCP Compliance Officer  
2600 Blair Stone Road, Mail Station 3566  
Tallahassee, FL 32399-2400

3. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.
4. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storage, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work



area or ingress/egress corridor that is specifically approved by this permit and shown on the approved permit drawings. Anchoring or spudding of vessels and barges within areas of benthic biological resources is also prohibited.

5. **Pre-Construction Submittals.** For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least 45 days prior to the commencement of construction, the Permittee shall submit the following items for review by the Department. Unless a request for additional information is received by the Permittee on any of the submittals within 15 days of receipt by the Department, the Permittee shall assume the submittals are satisfactory:
  - a. An electronic copy of detailed *final construction plans and specifications* for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or from the approved permit drawings (attached to this permit), and any significant changes would require a permit modification. The plans and specifications shall include a description of the construction methods that will be used, and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, access corridors, etc.) to be used for this project.
  - b. Documentation that the **Erosion Control Line** has been executed and recorded.
  - c. **Turbidity monitoring.** In order to assure that turbidity levels do not exceed the compliance standards established in this permit, turbidity generating activities shall be monitored closely by a party with formal training in water quality monitoring and professional experience in monitoring turbidity for coastal construction projects. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when turbidity generating activities are occurring. This individual shall have authority to alter construction techniques or shut down the construction operations if turbidity levels exceed the compliance standards established in this permit.
    - i. **Qualifications.** The names, credentials (demonstrating experience and qualifications) and 24-hour contact information of those individuals performing these functions.
    - ii. A **Scope of Work** for the turbidity monitoring to ensure that the right equipment is available to conduct the monitoring correctly at any location, and under any conditions;

- iii. **Draft turbidity sampling map.** An example of the geo-referenced map that will be provided with turbidity reports, including aerial photography and the boundaries of biological resources (pursuant to Specific Condition 11)
- d. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinion (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, a permit modification may be required to include those additional conditions.
- e. A detailed **Environmental Protection Plan** or equivalent, subject to review and approval by the Department and the Florida Fish and Wildlife Conservation Commission (FWC) providing pertinent project-specific details regarding natural resource protection.
- f. Documentation confirming that the proposed upland sand source is currently producing the quantity and quality of sand that, at minimum, meets the sand specification in the approved Sediment QA/QC plan. *The sediment data must meet the standards required for approval as outlined in the JCP application.* The documentation shall be signed and sealed by a Registered Professional in the State of Florida (i.e., a P.E. or P.G.) and shall indicate the name(s) of the product(s), the upland sand source(s) and the approximate volume (per product per source) needed for the upcoming event.
- g. **Pre-Construction Conference.** After all items required by a through f above have been submitted by to the Department, the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended conference, the Permittee is advised to contact the Department, and the other agency representatives listed below:

JCP Compliance Officer  
e-mail: [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us)

FWC Imperiled Species Management Section  
e-mail: [marineturtle@myfwc.com](mailto:marineturtle@myfwc.com)

FWC Regional Biologist  
See [Contact list](#) for phone numbers  
(<http://myfwc.com/conservation/you->

[conserve/wildlife/shorebirds/contacts](#))

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre- construction conference, the Permittee shall provide written notification, advising the participants of the **agreed-upon** date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging or sand placement event, the Permittee shall ensure that notification is sent to FWC indicating the actual start date and the expected completion date to [ImperiledSpecies@myfwc.com](mailto:ImperiledSpecies@myfwc.com). The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

6. Sediment quality will be assessed as outlined in the Sediment QA/QC plan dated June 21, 2019. Any occurrences of placement of material not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC plans. The sediment testing result shall be submitted to the Department within 60 days following the completion of beach construction. The Sediment QA/QC plans include the following:
  - a. If during construction, the Permittee or Engineer determines that the beach fill material does not comply with the sediment compliance specifications, measures will be taken to avoid further placement of noncompliant fill, and the sediment inspection results will be reported to the Department.
  - b. The Permittee will submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 60 days following beach construction. The sediment testing results will be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.
  - c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced will be submitted to the Department within 7 days following completion of remediation activities.

**Fish and Wildlife Protection Conditions:**

7. **In-water Activity.** The Permittee shall adhere to the following requirements for all in- water activity:

- a. The Permittee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection Act and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate project area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.
- d. The Permittee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatees. All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.
- e. Any collision with (or injury to) a marine turtle or manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Any collision with (and/or injury to) a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@myfwc.com.
- f. Temporary signs concerning manatees shall be prominently posted prior to and during all in-water project activities, at sufficient locations to be regularly and easily viewed by all personnel engaged in water-related activities. Two temporary signs, which have already been approved for this use by the FWC, shall be posted at each location. One sign shall read "Caution Boaters – Watch for Manatees". A second sign measuring at least 8 ½" by 11", shall explain the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations. All signs shall be removed by the Permittee upon completion of the project. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to

[ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).

8. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle, a hatchling, or egg(s) that may have been harmed or destroyed as a result of the project, the Permittee shall notify FWC Wildlife Alert at 1-888-404-FWCC (3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.

#### **MONITORING REQUIRED:**

9. Water Quality - Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

#### **Visual Turbidity Monitoring Protocol:**

The Permittee shall have a person with experience in turbidity monitoring on site to visually monitor for turbidity plumes during all construction activities (both oyster reef construction and fill placement). The person conducting the visual turbidity monitoring shall maintain a daily log of at least 2 observations approximately 6 hours apart, as well as an observation at any other time during construction that a turbidity plume is observed. Observations shall document whether a turbidity plume is visible at the edge of the mixing zone (50-meter radius from in-water active construction site or the boundary of the turbidity curtain). If a visible turbidity plume extends beyond the edge of the mixing zone, the occurrence shall be noted in the log and the Permittee shall notify the JCP Compliance Officer within 24 hours. If a second incident occurs, where a visible turbidity plume again extends beyond the mixing zone, the Permittee shall commence physical turbidity monitoring, in accordance with the protocol below, to ensure compliance with the water quality standards for turbidity (i.e., that turbidity levels at the edge of the mixing zone do not exceed 29 NTUs above background). If physical monitoring is resumed, and this monitoring shows no significant measurable difference between compliance and background turbidity levels, the JCP Compliance Officer may suspend the requirement for physical sampling.

#### **Physical Turbidity Monitoring:**

Frequency: If required, physical turbidity monitoring for all turbidity generating activities shall be conducted twice daily, approximately six (6) hours apart, and at any other time that there is a likelihood of an exceedance of the turbidity standard. Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. The compliance samples and the corresponding background samples shall be

collected at approximately the same time, i.e., one shall immediately follow the other.

Location: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet).

Background: Samples shall be collected at least 50 meters up-current from the source of turbidity, clearly outside the influence of any artificially generated turbidity plume or the influence of an outgoing inlet plume.

Compliance: Samples shall be collected 50 meters down-current from the source of turbidity or at the edge of the nearest biological resources in the down-current direction or at the boundary of the turbidity curtain (if a plume is observed crossing the turbidity curtain), whichever is closest to the source of turbidity, and from any other source of turbidity, in the densest portion of any visible turbidity plume. If no plume is visible, follow the likely direction of flow. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat.*

**Calibration:** The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration with secondary standards shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity “standards” that bracket the anticipated turbidity samples. If the post-sampling calibration value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:

<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf>

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

10. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than **29 NTUs** above the corresponding background turbidity levels, construction activities shall **cease immediately** and not

resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the JCP Compliance Officer via email at [JCPCompliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us) and include in the subject line, "TURBIDITY EXCEEDANCE", and the Project Name and Permit Number. Also notify the Department's Northeast District office.

Any project-associated turbidity source other than fill placement shall be monitored as close to the source as possible. If the turbidity level exceeds 29 NTUs above background, the construction activities related to the exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state "OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE".

- a. When reporting a turbidity exceedance, the following information shall also be included:
  - i. the Project Name;
  - ii. the Permit Number;
  - iii. location and level (NTUs above background) of the turbidity exceedance;
  - iv. the time and date that the exceedance occurred; and
  - v. the time and date that construction ceased.
- b. Prior to re-commencing the construction, a report shall be emailed to the Department with the same information that was included in the "Exceedance Report", plus the following information:
  - i. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
  - ii. corrective measures that were taken; and
  - iii. cause of the exceedance.

11. **Turbidity Reports:** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each

depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standard (29 NTUs above background) shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:

- a. time of day samples were taken;
- b. dates of sampling and analysis;
- c. GPS location of sample and source. *When possible, coordinates should be provided in decimal degrees with a 5 decimal level of precision (i.e., 0.000001). Please also indicate the datum;*
- d. depth of water body;
- e. depth of each sample;
- f. antecedent weather conditions, including wind direction and velocity;
- g. tidal stage and direction of flow;
- h. water temperature;
- i. a geo-referenced map, overlaid on an aerial photograph, indicating the sampling locations (background and compliance), location of active construction, the visible plume pattern and direction of flow. The map shall also include the boundaries of any benthic resources or OFW. A sample map shall be submitted to and reviewed by the Department prior to construction (Specific Condition 5);
- j. a statement describing the methods used in collection, handling, storage and analysis of the samples;
- k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements;
- l. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service.

Monitoring reports shall be submitted by email to the JCP Compliance Officer. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the JCP Compliance



Officer, on the cover page to the submittal and at the top of each page, please state:  
**"This information is provided in partial fulfillment of the monitoring requirements in Permit No. 0289874-002-JC, for the G Street Shoreline Restoration Project".**

12. If practicable, turbidity curtains may be used to minimize potential adverse impacts of construction activities on water quality. It is recommended that floating turbidity curtains with weighted skirts (i.e., type 3 turbidity curtains) be placed prior to the initiation of work authorized by this permit. Curtains should be placed as close to the construction limits as possible. Turbidity curtains should be inspected and maintained throughout the period of construction (or until it is determined that curtains are no longer necessary). The Permittee should inspect curtains for signs of drag, drift, or damage to the curtains and should repair curtains as necessary. The Permittee shall remove floating turbidity curtains and cease construction if weather events capable of displacing the turbidity curtains (i.e., high winds, waves, and currents) are forecasted to impact the project area. The Permittee shall remove turbidity curtains immediately following the completion of construction (i.e., within 24 hours or once turbidity levels have decreased to normal background levels).

#### **Transplantation and Planting of Salt Marsh and Dune Vegetation**

13. All saltmarsh vegetation in the project area that cannot be avoided (i.e., all vegetation within the footprint of structures and within the fill template) shall be relocated prior to construction. Saltmarsh vegetation that is removed from the project area will be housed off-site during construction and shall be transplanted back into low and high marsh areas within the authorized project boundaries (See Permit Plates, Sheet C203) as soon as practicable following the completion of construction activities.
14. Approximately 0.09 acres of low marsh, 0.19 acres of high marsh, and 0.04 acres of dune vegetation communities will be created in the project area. Saltmarsh and dune vegetation shall be planted in accordance with the planting plan (Permit Plates, Sheet C203). Specifically, *Spartina alterniflora* (smooth cordgrass) will be planted to create a low marsh community in portions of the project with an elevation of 0 feet to 1.5 feet NAVD88, and *Spartina patens* (saltmeadow cordgrass) will be planted to create a high marsh community in areas with an elevation of 1.5 feet to 4.0 feet NAVD88. Dune vegetation shall be planted in portions of the project with elevations greater than 4.0 feet.
  - a. Planting materials shall be appropriate to the region of the planting site.
  - b. Dune restoration plants shall be spaced throughout the designated area in staggered rows, at a maximum distance of 18 inches on center for 2-inch plugs, or up to 36 inches on center for gallon size planting units.
  - c. The Permittee shall plant the restored dune with a minimum of three different species of native salt-tolerant vegetation, including a minimum of 70 percent coverage by dune grasses.

- d. Grasses shall be planted at least 6 inches deep.
- 15. As soon as possible, but no later than 60 days following the completion of planting, the Permittee shall provide a Post-Planting Report (via email to the JCP Compliance Officer [JCPCCompliance@floridadep.gov](mailto:JCPCCompliance@floridadep.gov)), which documents the spatial extent of planting (i.e., acreage over which coastal vegetation was planted) as well as the number of planting units (of each species) that were transplanted into the project area. This Post-Planting Report shall also include maps showing the distribution of coastal vegetation (marsh, mangrove, and dune) pre- and post-construction of the project.

### **Management of Mangroves**

- 16. All mangrove seedlings and saplings (i.e., those less than 2 feet tall) that are present in the project area prior to construction shall be relocated to the mangrove mitigation sites that were authorized for the Joe Rains Living Shoreline Project and Canal Realignment project (File No. 38-0196040-005 EM). Alternatively, mangroves may be relocated to other appropriate locations (i.e., sites with conditions suitable for mangrove survival and growth) that have been authorized by the Department (i.e., in writing via email) prior to the initiation of mangrove relocation activities.
- 17. A description of mangrove relocation activities (i.e., the number of each mangrove species that were relocated and the location where they were relocated) shall be reported to the Department; this information shall be submitted concurrent with the as-built survey (General Condition 11).
- 18. All mangroves in the project area that are too large to transplant (i.e., those greater than 2 feet tall) will be tagged, mapped, and managed in accordance with the Mangrove Trimming and Preservation Act (403.9321 F.S.). Any mangroves that become established in the project area following construction shall be managed by the Permittee (and / or property owners) as prescribed in the Department-approved Mangrove Management Plan (MMP – approved August 8, 2019), which is hereby incorporated by reference as an enforceable component of this Permit. In accordance with the MMP, the Permittee (and / or property owners) shall provide documentation demonstrating that mangrove management activities have been conducted in accordance with the MMP, including notification of annual (or semi-annual) management activities and representative photographs of the project area before and after each management event.
- 19. In accordance with General Permit Condition 11, the Permittee shall provide one electronic copy of as-built survey drawings of the completed oyster structures. The drawings shall meet the State's minimum technical standards and shall be signed and sealed by the professional surveyor, duly registered pursuant to Chapter 472, Florida Statutes, who performed the survey.

20. Within 60 days after completing construction of the authorized activity, the Permittee shall submit the "As-Built Certification and Request for Conversion to Operation Phase" on Form No. 62-330.310(1) (attached) as well as the As-Built Survey, signed, sealed and dated by a Florida-licensed Surveyor and Mapper in accordance with Chapter 61G17-7, F.A.C. Operation shall not commence until the Department determines the system to be in compliance with the permit and has approved the request in writing.
21. **Post-Construction Meeting.** Within 90 days following completion of the restoration activity authorized by this permit, the Permittee shall hold a post-construction conference. Attendees shall include at minimum, the Permittee, Agent, Department representative, and FWC representative.

#### EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Gregory W. Garis  
Program Administrator  
Beaches, Inlets and Ports Program  
Division of Water Resource Management

#### Attachment(s):

1. Approved Permit Drawings (9 pages) (Dated June 21, 2019)
2. Mangrove Management Plan (Approved on August 8, 2019)
3. Sediment QA/QC Plan (Dated June 21, 2019)
4. As-Built Certification and Request to Convert to Operation Phase Form

#### CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below.

cc. Gregory Garis, DEP  
Ivana KennyCarmola, DEP  
Jennifer Steele, DEP  
Ralph Clark, DEP

Denise Rach, FWC  
Mary Duncan, FWC  
[Marineturtle@myfwc.com](mailto:Marineturtle@myfwc.com)  
[Imperiledspecies@myfwc.com](mailto:Imperiledspecies@myfwc.com)

Jennifer Peterson, DEP  
Bob Brantly, DEP  
JCP Compliance, DEP

[Fwcconservationplanningservices@myfwc.com](mailto:Fwcconservationplanningservices@myfwc.com)  
Tampa Corps Regulatory  
Janice Price, Northeast District DEP

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Jacob Koerner      10/29/2019  
Clerk                      Date