NOKUSE PLANTATION MITIGATION BANK

Sponsored by:
MC Davis 2006 Trust

August 8, 2011
Revised

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1.0 Preamble

This Mitigation Banking Instrument (MBI) regarding the establishment, use, operation and perpetual maintenance of the Nokuse Plantation Mitigation Bank (Bank) has been prepared by Nokuse Plantation, M.C. Davis, as Trustee of the M. C. Davis 2006 Trust, Dated March 15, 2006, owner and sponsor of the Bank,(Sponsor), and Bosso, Dentzau & Imhof, Inc., in consultation with the Interagency Review Team (IRT). For this project, the IRT is composed of representatives from the U.S. Army Corps of Engineers (Corps), U.S. Environmental Protection Agency (EPA), U.S. Fish and Wildlife Service (USFWS), Florida Department of Environmental Protection (FDEP), the Florida Fish and Wildlife Conservation Commission (FWC) and the Northwest Florida Water Management District (NWFWMD). This document serves as the federal MBI (Corps Permit SAJ-2007-2663(MB-DEB). This MBI does not obviate the Sponsor from obtaining necessary federal dredge and fill permits for Bank activities as appropriate.

CONTACT INFORMATION:

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The text of this MBI is based on *33 CFR Chapter II, Part 332 – Compensatory Mitigation for Losses of Aquatic Resources.* It also makes use of publicly available documents and examples of other mitigation banking instruments including the *Garcon Peninsula Mitigation Bank MBI,* the *Breakfast Point Mitigation Bank MBI* and the *Sand Hill Lakes Mitigation Bank MBI*. Essential elements of this Bank, including location, mitigation service area, existing and proposed vegetative communities, and management activities are summarized by maps and drawings contained in Exhibit 1.

This MBI regarding the establishment, use, operation, and perpetual maintenance of the Nokuse Plantation Mitigation Bank is made and entered into by and among the Sponsor, Corps, EPA and the USFWS.

1.1 Purpose of the Bank

The Bank is located in Sections 26-29 and 32-35, Township 1 South, Range 18 West, Walton County south of State Road 20 (Figures 1 and 2). The Bank is bordered by Black Creek, Camp Creek, and conservation properties that form an essential link in the Northwest Florida Greenway initiative.

The purpose of the Bank is to offer wetland compensatory mitigation credits to meet the needs of private and public projects anticipated within the Bank mitigation service area (MSA). The MSA incorporates portions of the Choctawhatchee River and Choctawhatchee Bay watersheds (Figure 3).

Impacted wetlands within the MSA which may be mitigated "in-kind" using credits from the Bank, subject to regulatory approvals, include wet prairie, wet flatwoods and mixed forested/hardwood wetlands. The use of the Bank may be inappropriate, even within the MSA, when it will result in unacceptable cumulative impacts to a waterbody or when an impact is to a locally unique species, feature or community.

There were no locally-developed standards and criteria that were factored into either the MSA development or the credit generation.

2.0 Essential Mitigation Requirements

Under the federal mitigation rule entitled *Part 332 – Compensatory Mitigation for Losses of Aquatic Resources*, all mitigation banks and site specific mitigation projects are required to document the inclusion of 12 essential items within the plan as discussed below.

2.1 Objectives

The objectives of the Bank are as follows:

- **Hardwood Wetland Management (~213 acres) –** Ecological management of high quality hardwood dominated wetlands through the restoration of adjacent uplands and transitional zones, and the reintroduction of prescribed fire to the property.
- **Wet Prairie/Flatwood Management (~273 acres) –** Management of high quality wet prairie and wet flatwoods communities through the perpetual use of prescribed fire management.
- **Wetland Restoration (~820 acres) –** Restoration of existing pine plantations into wet prairie and wet flatwoods.
- **Upland Enhancement (~ 618 acres) –** Conversion of existing pine plantation to a more representative community structure of mesic flatwoods.
- **Upland Maintenance (~242 acres) -** Management of sandhill uplands with the use of perpetual prescribed fire.
- **Depressional Wetland Restoration (~27 acres) –** Restoration of hardwood dominance through pine removal, shrub mowing, prescribed fire, and herbaceous plantings.

- **Hydrologic Improvements –** Removal of six road crossings, installation of two railcar bridges, installation of nine ditch blocks, and the vacation and regrading of timber roads.
- **Natural Corridor Protection –** The Bank is part of the larger Northwest Florida Greenway system and is an essential linkage between Choctawhatchee Bay and Choctawhatchee River.

The Bank area total 2,206 acres of which 11.7 acres will remain as trails for management.

2.2 Site Selection

The property for the Bank was selected because of its landscape position to existing and proposed conservation lands (Figure 5). The Bank is part of a larger landscape grouping of approximately 1 million acres of protected and managed lands.

2.3 Site Protection Instrument

The Bank will be protected in perpetuity by a conservation easement granted to the State of Florida. The Corps and this MBI will be provided the same rights of enforcement and protection in the recorded document as the State of Florida. A copy of the executed and recorded document, along with supporting information, is provided in Exhibit 2.

2.4 Baseline Information

2.4.1 General Site Description

The Bank consists of approximately 2,206 acres of land within southern Walton County south of State Road 20 and east of US 331 (Figures 1 and 2). The Bank is located within portions of Sections 26-29 and 32-35, Township 1 South, Range 18 West. It contains approximately 816 acres of hydric pine plantation, 270 acres of wet prairie/wet flatwoods, 213 acres of floodplain hardwoods, 27 acres of depressional hardwood wetlands, 609 acres of pine plantation uplands, 239 acres of sandhill, and 31 acres of trails.

The Bank occurs at the downstream end of the Choctawhatchee River watershed, which has a U.S. Geological Survey 8-digit Hydrologic Unit Code of 03140203. The Bank is located immediately adjacent to the Choctawhatchee Bay watershed identified by HUC 03140102 (Figure 5). The proximity of the Bank to the loosely established drainage divide lends support that the service area for the bank should reasonably include portions of both basins.

The Bank is represented by 10 soil-mapping units as provided in the Soil Survey of Walton County, Florida. The units and brief descriptions are provided below and on Figure 7.

Chipley sand, 0-5% slopes, is somewhat poorly drained, nearly level to gently sloping, and found in areas bordering drainage ways on uplands or on low ridges on flatwoods. In most years this soil has a high water table between depths of 20-40 inches for 2-4 months, at a depth of less than 10 inches for less than 1 month, and at a depth of more than 40 inches for more than 4 months. The available water capacity is low and permeability is rapid throughout. The organic matter content is moderate. Rainfall is rapidly absorbed and there is little runoff. Typical vegetation includes slash pine, longleaf pine, loblolly pine, blackjack oak, turkey oak, post oak, gallberry, bluestems, wiregrass, panicums and purple love grass.

Dorovan-Pamlico association, frequently flooded, is a nearly level and poorly drained soil found in hardwood swamps and the floodplains of drainage ways. This soil has a high water table near or above the surface for most of the year. This soil floods more often than once every two years for periods of more than 1 month. Permeability is moderate, and the available water capacity is very high. The organic matter content is very high and the internal drainage rate is slow because of the high water table. The response to drainage is rapid. Natural vegetation consists mostly of bald cypress, black gum, sweet bay, sweet gum, titi, slash pine, and ferns.

Foxworth sand, 0-5% slopes is moderately well drained, nearly level to gently sloping, and found on uplands and in elevated areas on flatwoods. This soil has a high water table that fluctuates between depths of 40-72 inches for 1-3 months during most years, and between 30-40 inches for less than 1 month in some years. The available water capacity is low, and permeability is very rapid throughout. The organic matter content is low, rainfall is rapidly absorbed, and there is little runoff. Typical vegetation includes slash pine, longleaf pine, loblolly pine, live oak, blue jack oak, turkey oak, post oak, laurel oak, red oak, water oak, huckleberry, gallberry, dogwood and wiregrass.

Leefield-Stilson loamy sands, 0-5% slopes, consists of soils that are on nearly level to gently sloping seepage slopes and low flats. Areas of the somewhat poorly drained Leefield soil and the moderately well drained Stilson soil are too intricately mixed and too small to be mapped separately. The Leefield soil has a perched water table at a depth of 18-30 inches for about 4 months during most years. In some areas, the perched water table is within a depth of 10 inches during periods of heavy rainfall. The available water capacity is low in the surface and subsurface layers and is moderate or low in the subsoil. Permeability is rapid in the surface and subsurface layers and is moderately slow to moderate in the subsoil. The organic matter content is low or moderately low. The internal drainage rate under natural conditions is slow and response to artificial drainage is moderately slow. The Stilson soil has a perched water table at a depth of 30-40 inches for 1-4 months annually. The available water capacity is low in the surface and subsurface layers and moderate or low in the subsoil. Permeability is rapid in the surface

and subsurface layers and moderate in the subsoil. The organic matter content is low. Internal drainage is slow under natural conditions, and response to artificial drainage is moderately slow. Natural vegetation includes slash pine, loblolly pine, longleaf pine, gallberry, bayberry, wiregrass, bluestems, toothache grass, and panicum. Wetter areas of these soils have pitcherplants.

Rutledge fine sand is very poorly drained, nearly level and found in shallow depressions, stream or creek floodplains, and upland flats. This soil has a high water table at or near the surface for long periods of the year. Shallow ponding is common and some brief flooding can occur in areas adjacent to creeks and streams. The available water capacity is high in the surface layer and low in the underlying material. Permeability is rapid throughout; however, internal drainage is slow when impeded by a high water table. The organic matter content is high or very high. Typical vegetation includes wetland hardwoods, slash pine, loblolly pine, gallberry and wiregrass.

Pantego loam, depressional, is very poorly drained, nearly level and found in depressions. This soil has a high water table above or at the surface from December to May. Ponding is common for 3-6 months, and water is about 1 foot above the surface in most years. The available water capacity is moderate or high throughout. Permeability is moderately rapid in the surface layer and moderate in the subsoil. The organic matter content is high. The natural vegetation consists of pond pine, bald cypress, black gum, sweet bay and red maple.

Blanton sand, 0-5% slopes, is moderately well drained, nearly level to gently sloping, and found on uplands and in elevated areas of flatwoods. This soil has a perched high water table at a depth of 60-72 inches for 1-3 months. It does not have a high water table within a depth of 6 feet for the rest of the year. The available water capacity is moderate or high in the surface layer, very low to moderate in the subsurface layer, and low or moderate in the subsoil. Permeability is rapid in the surface and subsurface layers and moderate or moderately slow in the subsoil. The organic matter content is low, rainfall is readily absorbed, and there is little runoff. Natural vegetation includes slash pine, loblolly pine, longleaf pine, live oak, water oak, post oak, blue jack oak, turkey oak, laurel oak, yaupon, huckleberry, dogwood and wiregrass.

Hurricane sand is somewhat poorly drained, nearly level and found on slightly elevated areas on flatwoods. This soil has a high water table within 20-40 inches of the surface for 3-6 months in most years, and below a depth of 40 inches for the rest of the year. The available water capacity is low in the surface and subsurface layers and moderate in the subsoil. Permeability is rapid in the surface and subsurface layers and moderately rapid in the subsoil. The organic matter content is very low to moderately low. Natural vegetation includes slash pine, loblolly

pine, longleaf pine, blue jack oak, turkey oak, post oak, yaupon, saw palmetto, gallberry, bluestem and wiregrass.

Pamlico muck is poorly drained, nearly level and found in depressional areas of flatwoods. This soil has a water table up to 2 feet above the surface for 6 months in most years. Permeability is moderate or moderately rapid, and the available water capacity is high. The organic matter content is very high and the internal drainage is slow because of the high water table. Natural vegetation includes titi, cypress, sweet bay and pines.

Osier fine sand is poorly drained, nearly level and found in poorly defined drainage ways of the flatwoods. This soil has a high water table at or near the surface for 3-6 months in most years. The available water capacity is very low or low, while permeability is rapid throughout. Internal drainage is low when impeded by the high water table. The organic matter content is moderate or high, and response to artificial drainage is rapid. Typical vegetation includes slash pine, longleaf pine, loblolly pine, wiregrass, gallberry, greenbrier and myrtle.

2.4.2 Ownership

The land for the Bank was acquired between 2002 and 2004 by M.C. Davis for the purpose of the establishment of Nokuse Plantation. The land within and adjacent to the Bank is currently owned and controlled by M.C. Davis, as Trustee of the M. C. Davis 2006 Trust, Dated March 15, 2006. Nokuse Plantation is a 48,000 acre private conservation initiative that joins Eglin Reserve on the west with Northwest Florida Water Management District Lands to the east (Figure 5). The purpose of Nokuse Plantation is to provide for a wildlife corridor between existing state and federal lands in an effort to support historic biodiversity. To further this goal, the Trust conveyed a conservation easement under the Florida Forever Program to the State of Florida in 2204 and 2005 covering approximately 18,000 acres (Figure 6). The Bank is located within the western portion of those lands contained within the easement.

2.4.3 Historic and Archeological Resources

The Florida Division of Historical Resources (DHR) maintains the Florida Master Site File, which is a paper and computer database of all known historical and archeological sites in Florida. The Florida Department of State, Division of Historic Resources, State Historic Preservation Officer (SHPO) states that the project has not been subjected to a systematic professional archeological or historic investigation and contains conditions consistent with those found at other sites in Walton, Washington and Okaloosa Counties. Prior to activities requiring earth moving on the site the Bank will conduct a resource reconnaissance survey including judgmental subsurface testing in accordance with Chapter 1A-46, Florida Administrative Code.

2.4.4 Surrounding Land Use

The Bank is surrounded by a combination of conservation lands, single-family properties, and larger agricultural acreage. Surrounding the Bank on the west and southwest are 7 individual property owners and frontage on Camp Creek. All additional lands surrounding the Bank are owned by the M.C. Davis 2006 Trust. The properties to the northwest are not included within the conservation easement with the State, but are owned by the MC Davis 2006 Trust. All remaining properties are either already under easement or front on Black Creek (Figure 8).

2.4.5 Hydrology

Hydrologically, the Bank is defined on the south and west by natural waterbodies – Black Creek and Camp Creek, respectively. Several fingers from these creeks extend into the Bank and form much of the hardwood wetlands identified. Camp Creek flows into Black Creek which subsequently flows into the Choctawhatchee River at the approximate drainage divide that has been established for Choctawhatchee River and Choctawhatchee Bay watersheds (Figures 4 and 14).

2.4.6 Historic Communities

Review of historic aerials from the site and surrounding area indicate that prior to conversion to pine plantation through most of the wetland and upland communities, the site consisted of Mesic Flatwoods, Hydric Flatwoods, Wet Prairie, Sandhill and Mixed Hardwood Wetlands.

Historically, community patterns were established and maintained by naturally occurring, lightning induced, fires. Once started, these fires affected large areas because of the ample supply of fine fuels (pine needles and grasses) and the relative uninterruption of the landscape. Construction of access, conversion of natural communities to accommodate food and fiber production, and the growing population led to landscape fragmentation and conditions that thwarted the effects of fire. Indeed, while most of the communities that historically existed in the watersheds incorporated into the Bank are considered fire dominated, this natural process is virtually extinct and has been replaced by man-induced fire, or prescribed fire, and at a drastically reduced landscape level.

2.4.7 Existing Vegetative Communities

The Bank consists of approximately 848.7 acres of uplands, 1,326.4 acres of wetlands, and 30.9 acres roads and trails. The existing land cover was classified and mapped by the Florida Land Use Cover and Forms Classification System (FLUCCS) as is represented in Figure 9. Although the coverage as represented by GIS and the figure appear as abrupt changes between categories, the real world situation is much more subtle with extensive areas of grading between communities.

Table 1 provides the existing classifications and acreage as represented in Figure 9:

Table 1 - Existing Land Cover By FLUCCS		
FLUCCS CODE	VEGETATIVE COMMUNITY DESCRIPTIONS	Acres
412	Longleaf-Oak	239.2
441	Upland Coniferous Forests – pine plantation	609.5
441	Wetland Coniferous Forests – pine plantation	816.0
610	Wetland Hardwood Forests – Bay and Mixed Hardwoods	184.8
611	Bay Swamps – baygall	27.9
613	Gum Swamps – Depressional gum, holly, cypress	27.6
625	Hydric Pine Flatwoods	270.1
8146	Primitive Trails	30.9
	TOTAL	2,206.0

2.4.8 Species

Preliminary surveys have identified numerous plant and animal species that are listed or otherwise considered rare. Included are both those species positively identified and those that are likely to occur (Exhibit 3).

2.5 Mitigation Work Plan

Mitigation activities at the Bank will include the following specific actions:

► Preservation of all wetland and upland communities for a total of 2,206 acres. This action has already been completed in association with a conservation easement executed by the M.C. Davis 2006 Trust with the State of Florida in association with the Florida Forever Program; however an additional easement specific to the Bank boundary and inclusive of the rights of the Corps has been executed (Exhibit 2). Access to the bank will be controlled through a series of locked gates on the adjacent property owned by the Sponsor (Figure 14).

► Management and enhancement of 212.7 acres of hardwood wetlands represented by FLUCCS codes 610 and 611. This will be accomplished through the use of prescribed fire that will enhance the edges of systems and through the restoration of the adjacent uplands to provide an intact functioning ecosystem.

► The restoration and management of 27.6 acres of depressional wetlands. This will be accomplished through pine removal, mechanical mowing of shrub vegetation, leveling/disking of pine beds, herbaceous planting/seeding, and prescribed fire.

► Restoration and management of 816.0 acres of wet flatwoods. This will be accomplished through the removal of slash and loblolly pines and the establishment of a fire management program. In addition some augmentation of the herbaceous community will be completed through a combination of direct seeding from onsite material and the plugging of bare root species, particularly wiregrass.

► Management and enhancement of 270.1 acres of wet prairie. This will be accomplished through the removal of some pines and the establishment of a fire management program.

► Restoration and management of 609.5 acres of uplands that serve as water quality buffers to the significant wetland features and provide substantial wildlife habitat to wetland dependent and wetland transient species. This will be accomplished through the removal of slash and loblolly pine, prescribed fire management and the planting of longleaf pine seedlings. In addition some augmentation of the herbaceous community may be completed through a combination of direct seeding from onsite material and the plugging of bare root species, particularly wiregrass.

► Management and enhancement of 239.2 acres of sandhill uplands that serve as water quality buffers to the significant wetland features and provide substantial wildlife habitat to wetland dependent and wetland transient species. This will be accomplished through the implementation of a perpetual prescribed fire management program.

► Localized hydrological enhancement through the replacement of existing at grade trails through flowing wetlands with railroad car bridge structures at two locations. Since these trails are necessary for the perpetual management of the Bank, this effort will reduce turbidity issues and eliminate rutting associated with vehicular transit of the low lying, at grade trail areas.

► Localized hydrological enhancement through the abandonment and restoration as necessary of timber trails over 19.1 acres of wetlands and uplands. Abandonment of the trails will reduce turbidity issues and eliminate rutting associated with vehicular transit of the low lying trail areas and should allow them to revegetate naturally. Further assessment will be made to determine if the limitation of access alone is allowing the effective restoration of the community or if some form of affirmative restoration is required.

► Hydrologic enhancement through the installation of at least nine ditch blocks which will eliminate the draining of surrounding flatwoods into the hardwood wetland community. (see page 14 for more detailed information)

The target communities after restoration, enhancement and management are provided in Figure 10 and Table 2 below:

Table 2 - Target Land Cover By FLUCCS

FLUCCS CODE	VEGETATIVE COMMUNITY DESCRIPTIONS	Acres
411	Pine Flatwoods[1]	618.5
412	Longleaf pine – Xeric Oak	242.1
625	Hydric Pine Flatwoods[2]	820.1
610	Wetland Hardwood Forests – Bay and Mixed Hardwoods	185.0
611	Bay Swamps – baygall	27.9
613	Gum Swamps – Depressional gum, holly, cypress	27.6
626	Hydric Pine Savanna	273.1
8146	Primitive Trails to Remain	11.7
	TOTAL	2206

Figure 10 shows the target FLUCCS communities. Figure 11 shows the mitigative measures used to reach the target FLUCCS communities.

The Sponsor will provide for perpetual ecological management, including exotic and invasive species control, prescribed fire management programs appropriate for all communities, and removal of silvicultural pines. The Bank has been broken into Management Units based upon the existing man-made (roads) and natural fire breaks (Figure 12). These units usually contain multiple FLUCCS communities and specific activities are proposed for existing FLUCCS communities in order to attain the target communities. The plans for the management units at the Bank, with goals, success criteria, specific tasks, timeframes, monitoring, and target fire regimes are given in Exhibit 4. A fire management plan is provided in Exhibit 5. A feral hog management plan is provided in Exhibit 6.

2.5.1 Hydrologic Enhancements

Hydrologic enhancements at the Bank are minimal and will consist of the construction of access “bridges” in areas where current roads are at grade through the wetlands, the removal of road crossings and culverts where permanent access will not be required after timber harvesting is completed, the restoration of ruts and other impacts associated with timber harvesting, the installation of ditch blocks, and the regrading of pine bedding in certain areas (Figure 13).

[1] This category will be generated from the 441 Upland Coniferous Forests and Primitive Trails
[2] This category will be generated from the 441 Wetland Coniferous Forests and Primitive Trails

At two locations along the major access roads needed for long-term management, the Bank will install permanent elevated crossings of wetlands in locations where the roads need to remain for access and/or management (Figure 13). These crossings will consist of railroad box car bases that span the wetlands from upland to upland. The goal of these activities is to provide for access for management without the current ongoing impacts from vehicles crossing at grade.

Six road crossings of wetlands or streams shall be restored to natural contours after commercial timber harvesting activities have been completed and no later than 1 year from the date of approval of this MBI. These locations are depicted in Figure 13. The road fill and any culverts shall be excavated to attain natural grade, or when apparent, to the native soils. Fill material will be removed to an appropriate upland site. Care will be taken to leave a surface area that has appropriate soils for colonization by native plants and that blends with the surrounding areas. During construction and stabilization, silt fences and staked hay bales shall be used to minimize turbid run-off into waters of the State.

A minimum of nine ditch blocks will be established in the approximate locations shown in Figure 13. These blocks will be established from existing material onsite and shall be elevated substantially to match adjacent elevations. Five blocks are proposed for a ditch that has been identified as a roughly linear feature extending in a east-southeast to west-northwest direction and has been identified as a draining feature to the landscape. It is assumed that the minimal amount of land disturbance possible to allow the effective plugging of the ditch would be the most desirable. For this purpose, 5 ditch blocks, equally spaced along the ditch will be installed with the approximate locations provided in Figure 13. In addition two ditches associated with roads created through the site have been identified to serve as a conduit for water movement will also be plugged. The first is associated with a road that will remain in place to the north. The second is to the south where a road will be abandoned. The typical design and size of the planned ditch blocks is shown in Figure 15.

After pine removal activities have been completed within the wetland and upland pine plantation, and no later than1 year from the date of approval of this MBI, approximately 9.72 acres of existing access roads within wetlands will be vacated and restored as necessary (Figure 13). This will involve an inspection of each road to determine the specifics requirements for restoration and will consist, at a minimum, of the grading of elevated portions of roads into the adjacent borrow ditches, removal of fill/culverts from floodplain crossings, and the filling of vehicular ruts. This plan for restoration will be submitted as a minor modification of the permit. In addition to the above existing roads, the plan will also include any and all areas that have been negatively impacted by the timber removal. It is anticipated that even though silviculture BMPs are utilized, some additional minor restoration will be needed.

2.5.2 Fire Management

Prescribed fire will be the primary restoration and maintenance activity for the Bank, which will be carried out in perpetuity. The Bank has been segregated into 28 Management Units (Figure 12) that represent convenient fire management blocks that are divided by either permanent trails or natural fire breaks. The units range in size from as small as 7.5 acres to as much as 378 acres. The specifics of the fire management plan are provided in Exhibit 5. As management activities progress, timber is removed and roads vacated, it is anticipated that these burn units will blend together into larger contiguous blocks.

In general, fire management will be returned to the pyric communities on shorter return intervals than typically used by State and Federal management agencies. Under ideal conditions, fire will be returned to all units on a two year interval. This shorter return cycle has been demonstrated to provide for the best hardwood control over the long-term. However, a return frequency of 2-4 years is allowed to accommodate for varying conditions. Specifically, certain units will be primarily burned in the summer to generate the greatest potential to be used as seed source for other areas. If fuel has accumulated after 2 years, but drought conditions prevent burning, the Bank will have no option but to postpone burning until the following year. In those areas where the season of the burn is not as critical (i.e. those areas not intended for donor seed production), burning may only have to be postponed 6 months to achieve desirable conditions.

Recent information suggests that burn frequency is more important than burn seasonality in achieving restoration and management goals in longleaf/wiregrass and flatwood communities. In fact, variation in the season of burn will allow variable flowering opportunities for species and should help to increase the diversity of the groundcover.

When Management Units consist of a mixture of Wet Flatwoods and upland Pine Flatwoods, it will be general practice to ignite the prescribe fire in the uplands and allow it to work through the wetland areas. In those units where there are embedded Gum Swamps, it will be goal of the prescribed fire management plan to provide maximum cover through the systems. This is deemed important to facilitate conditions favorable for flatwoods salamanders. Since these areas are inherently wetter that either the surrounding uplands or wetlands, re-ignition in the transitional zone may be required.

In those Management Units containing Wetland Hardwoods or Baygall, the goal of the fire management program will be to enhance the edges of the wetlands that typically attempt to “climb uphill” in the absence of regular fire. This transitional zone restoration is the primary benefit anticipated; however, fire will generally be allowed to burn into the

adjacent wetlands as far as possible given water levels and weather conditions. The exception to this will be when catastrophic damage (i.e. – crown fire) or ignition of the organic/peat layer could occur. When these conditions are present, the fire may be excluded from the Wetland Hardwoods and Baygall.

Fire has been shown to:

- Control the physical environment.
- Regulate dry-matter production and accumulation.
- Control plant species presence and abundance.
- Determine wildlife habitat patterns and populations.
- Regulate the numbers and kinds of soil organisms.

2.5.3 Wetland Enhancement, Restoration and Management

After all activities in the Bank have been fully implemented and shown to be successful the following wetland communities will be represented:

- FLUCCS 610 – Wetland Hardwood Forests
- FLUCCS 611 – Gum Swamps
- FLUCSS 613 – Bay Swamps
- FLUCCS 625 – Hydric Pine Flatwoods
- FLUCCS 626 – Hydric Pine Savanna
- FLUCCS 626 – Hydric Pine Savanna (maintenance).

The specific activities for each target community will be discussed below.

FLUCCS 626 – Hydric Pine Savanna. This target community will represent approximately 273 acres. The current condition of this community type is high, and the value generated by the Bank is the recognition that these conditions and functions can only be maintained by regular prescribed fire. The Sponsor has committed to fire management in this area and has already completed a growing season burn in 2004 throughout this entire community. Therefore, the existing high qualities attributed to the system are in part from the same type of active management that is now being proposed to be completed in perpetuity.

This target community will serve as one of the primary donor seed sources for the other Management Units within the Bank. Since the impacts of the long-term utilization of a single site for short duration seed harvesting are unknown, it is the intent of the Sponsor to collect seed in the December of the year this community was burned for two consecutive burn cycles, with a break of two burn cycles, until returning to this original site for seed collection.

FLUCCS 625/626 – Hydric Pine Flatwoods/Hydric Pine Savanna. This is a composite target community resulting from the conversion of wetland pine plantation (FLUCCS 441) and represents

approximately 820.1 acres[3]. Since the subtleties between these two communities when applied in this area of the state are small, it is feasible to assume that the generation of either community through the process of implementing the Bank mitigation plan is both desirable and comparable.

To accomplish this restoration the following steps are required:

- Thinning of slash and loblolly pine to no more than 75 trees/acre. The pine thinning operations are fully discussed in Exhibit 7.
- First prescribed fire – to be implemented at any season. This is assumed to require at least 1 year for regrowth for adequate fuel for a good prescribed fire.
- Review of groundcover establishment as evidenced by monitoring activities.
- Review of pine bedding to determine if breaking down of the beds is recommended. Implementation as needed.
- Second prescribed fire to be implemented 2-2.5 years after initial burn in June-September (if possible) to maximize the seed production of native grasses.
- Review of groundcover establishment. If groundcover does not meet the success criteria, contingency plans will be implemented.
- Groundcover contingency plans will consist of either the direct planting of grass and herb plugs or the direct seeding with material generated onsite. Specifics of the alternatives are provided in Exhibit 8.

FLUCCS 613 – Gum Swamps.

This community represents approximately 27.6 acres and is embedded within various other communities. Typically these represent depressional systems with a black gum component that are within the uplands or within a wetland matrix. Other species present include slash pine, black titi, myrtle holly, cypress, gallberry, lyonia and St. John's wort, among other species.

Some of these areas have been identified by the FWC as having some degree of suitability or potential suitability for flatwoods salamander breeding. Although these depressional areas represent 27.6 acres, we have included a more intensive restoration boundary extending out approximately 100' from these areas; therefore the total area targeted under this restoration is approximately 98 acres (Figure 11). The additional 70.4 acres is comprised of Wet Pine Plantation and Upland Pine Plantation (FLUCCS 441).

Restoration and management activities in the Gum Swamps and the buffer areas surrounding them are proposed as follows:

[3] Within these 820 acres, approximately 70.4 acres surrounding potential salamander breeding ponds will receive additional restoration as discussed in the section for Gum Swamps.

- Thinning of slash and loblolly pine to no more than 25 trees/acre within the Gum Swamps, no more than 75 trees/acre in the Wet Pine Plantation and no more than 100 trees/acre in the Upland Pine Plantation.
- Mechanical cutting of woody shrub (lyonia, gallberry, etc.) throughout the entire zone.
- First prescribed fire to be implemented 2-12 months after the mechanical cutting of shrubs.
- Review of pine bedding to determine if breaking down of the beds is recommended. Implementation as needed.
- Review of groundcover establishment within the transitional zone subsequent to prescribed fire. If at least 25% cover of suitable fire adapted groundcover is not present, then augmentation of the groundcover will occur (Exhibit 8).
- Second prescribed fire to be implemented 2-2.5 years after initial burn in June-September (if possible) to maximize the seed production of native grasses.
- Third prescribed fire to be implemented in the spring/summer season 2 years following second burn.

FLUCCS 610 - Wetland Hardwood Forests/FLUCCS - 611 Bay Swamps.

This combined community includes approximately 212.9 acres and will benefit largely from prescribed fire restoring the transitional zones between wetland and upland communities. As indicated, fire will be allowed to work into these wetlands to the degree possible given the weather conditions, and will only be prohibited from the areas when catastrophic results (crown fire, organic matter fire) may be possible.

2.5.4 Upland Enhancement, Restoration and Management

Approximately 860.6 acres of the Bank are uplands that will serve as buffers to the wetlands. All of these uplands have been impacted by previous activities, some to greater amounts than others. The uplands associated with and west of the Hydric Pine Savanna were not placed in intensive silviculture and have had the restorative benefit of two prescribed fires in the past 5 years since under the ownership of Nokuse Plantation. The vast majority, however, have been converted to pine plantation with varying degrees of soil disturbance through bedding. The uplands will be restored through standing timber reduction, prescribed fire management and reintroduction of longleaf pine and wiregrass.

After all activities in the Bank have been fully implemented and shown to be successful, the following upland communities will be represented:

- FLUCCS 411 – Pine Flatwoods
- FLUCSS 412 – Longleaf/Oak.

The specific activities for each community will be discussed below.

FLUCCS 411 – Pine Flatwoods/Mesic Flatwoods

This community is estimated at 618.5[4] acres and will be generated from the 441 Upland Pine Plantation through the following activities:

- Thinning of slash and loblolly pine to no more than 100 trees/acre.
- First prescribed fire – to be implemented at any season. This is assumed to require at least 1 year for regrowth for adequate fuel for a good prescribed fire.
- Second prescribed fire to be implemented 2-2.5 years after initial burn in June-September (if possible) to maximize the seed production of native grasses.
- Third prescribed fire to be implemented in the spring/summer season 2 years following second burn.
- Once target groundcover is established, and is sufficient to carry the necessary fire frequency, longleaf pine seedlings will be planted at a density of 100 trees/acre.

FLUCCS 412 – Longleaf/Oak

This community consists of approximately 242.1 acres and is already of high quality. Management efforts will be concentrated on maintaining functional values through frequent prescribed fire (1-4 years). Some pine thinning may be required in some areas on a site specific basis.

2.5.5 Gopher Tortoise Restoration

Nokuse Plantation is already using property for the relocation of gopher tortoise from offsite locations. Some of these activities have already occurred on the Bank property in the southwestern portion of the site. The gopher tortoise relocations, in essence, include a habitat restoration given the need for suitable forage for this species and the use of the burrow by numerous commensals. It is the goal of the Sponsor to reestablish gopher tortoise at an approximate density of 2 adults/suitable acre to all areas dominated by Chipley, Foxworth, Blanton and Albany soils.

Exhibit 9 shows the approximate location of the soils suitable for Gopher Tortoise within the Bank which totals approximately 500 acres. Some of these areas are already of good quality, while the bulk will be restored to suitable habitat by the pine thinning and prescribed fire plan. In order to accept transplants, the FWC requires that the relocated individuals be monitored and placed in an enclosure for a set period of time. This requires the "corralling" of the gopher tortoises in an enclosure established by entrenching silt fence. Ongoing research will determine the amount of time necessary for the fencing to be maintained without

[4] Within this a small percentage will receive more detailed treatment in those areas surrounding potential salamander breeding ponds as discussed in the section for Gum Swamps.

the fear of gopher tortoise attempting to return to their original home ranges.

Under FWC authorization, it is the intent of the Sponsor to relocate gopher tortoise to all suitable portions of the Bank site from offsite locations that are in the process of being developed. Acceptable population densities will be maintained using FWC guidance. Much of this will have to occur after substantial restoration of community structure has been completed.

2.6 Mitigation Credit Generation and Utilization

2.6.1 Establishment of Mitigation Credits

The Unified Mitigation Assessment Methodology (UMAM) was used to assess the potential mitigation credits available at the Bank. A summary of these calculation are provided in Table 3 below.

Table 3 – UMAM Summary

Target	Location Before - After		Water Environ./ Before - After		Community Structure/ Before – After		UMAM Score (Delta)	Risk*T - Factor	RFG	Area	Credits = Delta or Adjusted Delta/(Risk*TFFactor) *Area
411/ 412	9	9	0	0	3	5	0.100	1.425	0.070	860.6	No direct credits assigned.
625/ 626	7	9	8	10	3	8	0.300	1.425	0.210	820.1	172.2
610	9	10	9	10	7	10	0.167	1.338	0.125	185.0	23.1
611	9	10	9	10	7	10	0.167	1.338	0.125	27.9	3.5
613	9	10	9	10	5	10	0.233	1.425	0.164	27.6	4.5
626 Maintenance	9	10	9	10	7	10	0.167	1	0.167	273.1	45.6
										TOTAL	248.9

No individual UMAM value was assigned to roads and trails that were to be returned to natural conditions. Instead, these areas were incorporated into larger communities they fell within (i.e. – Hydric Pine Flatwoods, Longleaf-Oak, etc.), and received the same UMAM score as the parent category.

Unlike most mitigation banks, no credit was given to the preservation of wetland or uplands since that lift has already been accrued from the Florida Forever acquisition. All the lift generated in the individual target communities results from a combination of the following facts:

1. Prescribed fire is essential to the perpetual maintenance of the majority of the communities within the Bank, and in its absence, much of the habitat and community structure disintegrates.
2. Pine plantation is mono-specific and does not allow adequate sunlight to reach the ground and stimulate the groundcover production.

3. The Bank is strategically located within Nokuse Plantation which serves as the landscape level connection for over 1 million conservation acres in Florida and Alabama.

2.6.2 Use of Mitigation Credits

The Bank credits generated by the management activities and authorized in the Federal permitting documents are available for use by public, private and commercial entities within the MSA referenced in Figure 3. As determined by UMAM, there are 217.8 wet flatwood/wet prairie credits and 31.1 wetland hardwood credits available upon complete success of the Bank. The category break down for the credits takes into consideration that the distinction between wet flatwoods and prairie is largely a factor of pine tree cover, and hence it was assumed that lumping together would be appropriate.

The hardwoods credits would be available to offset impacts to the following FLUCCS category communities within the MSA:

- 610 Wetland Hardwood Forests
- 611 Bay Swamps
- 613 Gum Swamps
- 614 Titi Swamps
- 617 Mixed Wetland Hardwoods
- 621 Cypress.

The wet flatwood/wet prairie credits would be available to offset impacts to the following FLUCCS category communities within the MSA:

- 625 Hydric Pine Flatwoods
- 626 Hydric Pine Savanna
- 646 Treeless Hydric Savanna.

In addition the wet flatwood/wet prairie credits could also be used for the following FLUCC categories within the MSA if historic information and/or reasonable scientific judgment suggest these communities are artifacts of altered hydrology, altered fire regime and/or habitat fragmentation:

- 611 Bay Swamps
- 614 Titi Swamps
- 620 Wetland Coniferous Forests
- 627 Slash Pine Swamp Forest
- 631 Wetland Shrub
- 640 Vegetated Non-Forested Wetlands.

A determination of applicability of the utilization of credits from the Bank for authorized impacts to these communities shall be made by the Corps. The following community types would not be considered in kind with the credits generated, and therefore, utilization of credits from the

Bank would not be considered appropriate to provide compensatory mitigation for approved impacts:

- 616 Inland Ponds and Sloughs
- 618 Willow and Elderberry
- 622 Pond Pine
- 623 Atlantic White Cedar
- 624 Cypress-Pine-Cabbage Palm
- 641 Freshwater Marshes
- 651 Tidal Flats
- 652 Shorelines
- 653 Intermittent Ponds
- 654 Oyster Bars.

2.6.3 Mitigation Service Area

The MSA was developed for the Bank in consultation with the IRT. The MSA consists of a large portion (but not all) of the Choctawhatchee River Watershed (USGS 8-digit HUC 03140203) and a portion of the Choctawhatchee Bay Watershed (USGS 8 digit HUC 03140102). These areas were considered reasonable for inclusion in the MSA since the HUC boundaries are only grossly definable and the location of the Bank at the confluence of the River with the Bay made such minor extensions of the watershed boundary defendable.

2.7 Maintenance Plan

A maintenance plan that includes long-term access control, prescribed fire, and exotic control has been developed as outlined in Section 2.5 of the MBI. These components are perpetual requirements under this document and would transfer to any other entity that may assume title to the property subsequent to Bank implementation. The costs associated with the long-term management have been accounted for in financial assurance documentation.

Access to the Bank will be restricted through a locked gated and the boundary and interior will be patrolled for evidence of encroachments on a minimum of a quarterly basis (Figure 14).

2.8 Performance Standards

Success criteria have been established for the Bank as provided in Exhibit 4. The success criteria are tied to specific improvements demonstrated by annual monitoring in the community structure of the Bank.

2.9 Monitoring Requirements

2.9.1 Monitoring

The monitoring methodologies selected have been chosen to efficiently cover the areas monitored and to effectively record those

aspects of site condition necessary to determine project success and ongoing management needs (Exhibit 4). Nothing herein represents that the monitoring meets the statistical rigors typically associated with research monitoring.

2.9.2 Reporting and Record Keeping

The Sponsor shall submit annual reports to the Corps until a determination of final success for the Bank has been made. These reports must include, but not be limited to, the following:

- Date permitted activities were begun or are anticipated to begin.
- Brief description of work completed since pervious reporting cycle.
- Qualitative and quantitative sampling report.
- Maps showing location of activities completed since last report.
- Fixed point photographs.
- Description of any problems encountered and solutions tendered.
- Description of work anticipated for the next year.
- Assessment of the degree to which the Bank is attaining success criteria.

2.10 Long-term Management Plan

The Sponsor agrees to perform all necessary work, in accordance with the provisions of this MBI, to establish and maintain in perpetuity the NPMB. The Sponsor must demonstrate to the satisfaction of the agencies represented on the IRT that the project complies with all conditions contained herein. The Sponsor will obtain all appropriate environmental documentation, permits or other authorization needed to establish and maintain the Bank. This MBI does not fulfill or substitute for such authorization.

2.11 Adaptive Management

The IRT accepts that all ecological restoration projects are site specific, that multiple endpoints are possible owing to the stochastic nature of ecological processes, and that human activities offsite and beyond the control of the Sponsor may influence the course of restoration. For these reasons, the Sponsor, with approval of the IRT, may change the restoration strategy, modify the objectives, and adjust the performance standards and monitoring protocols associated with the Bank at any given time prior to full project release. Such changes must be made in writing and must qualify as adaptive management in response to site specific conditions. The Sponsor must demonstrate good-faith efforts to comply with restoration requirements of the Bank and cannot invoke an alleged need for adaptive management as a pretext for non-compelling reasons. Likewise, changes made by the IRT shall not prolong the project or cause an increase in the overall cost of restoration or management to the Bank; however, it is acknowledged that the particular form of Adaptive Management that is agreed to be appropriate, should the need arise, may result in additional costs or time to final success. The IRT acknowledges that the Sponsor has experience in restoration and management of lands in the area and shall consider this

experience in the review of any adaptive management suggestions. Any changes at the Bank will be made with full consultation and approval of the IRT.

Management actions will be designed to facilitate the Bank's overall restoration goals and to respond to situations that could potentially jeopardize the project's success. Intensive management is to be avoided; however, the ability to introduce prescribed fire and thin pine trees is essential to the long-term sustainability of the Bank. A responsive management approach will correct problems identified during monitoring, prevent deterioration of wetland functions, and respond to unforeseen changes that may occur.

2.12 Financial Assurances

The Sponsor will establish an irrevocable letter of credit with a standby trust in the amount of $500,000.00 which is more than the $442,500.00 calculated for Bank Implementation through achievement of success. Implementation costs have been summarized and are listed in Exhibit 10. This letter of credit will be reviewed and adjusted every 2 years with some amount remaining in force until such time as 90% attained of success has been achieved at the Bank.

A long-term management fund will be established that will generate funds for the operation and maintenance of the Bank in perpetuity based upon the costs outlined in Exhibit 10. This fund, totaling $357,500.00 will be established incrementally with 10% of the credit sales annually into a non-wasting management endowment. It is the intent of the Sponsor to have the long-term management endowment fully funded at the end of year 5 from the date that credits are released for sale. The purpose of this endowment is to generate $21,450.00 annually for the maintenance of the property. In the interim, the Sponsor will establish an irrevocable letter of credit with a standby trust in the total amount which will remain in force until the endowment is fully funded.

The executed financial documents are provided in Exhibit 11.

3.0 Interagency Review Team

The Interagency Review Team (IRT) provides oversight to the execution of the provisions of this banking instrument. At the time of preparation of this MBI, the following individuals represented the IRT:

Agency	Representative
FDEP – Tallahassee	Vicki Tauxe – vicki.tauxe@dep.state.fl.us
FDEP – Pensacola	Larry O'Donnell – larry.odonnell@dep.state.fl.us
USCOE – Panama City	Dale Beter – dale.e.beter@saj02.usace.army.mil
FWS – Panama City	Hildreth Cooper – hildreth_cooper@fws.gov
EPA – Atlanta	Cecelia Harper – harper.cecelia@epa.gov
FWC – Tallahassee	Ted Hohen – ted.hoehn@myfwc.com

4.0 Authorities

The establishment, use and operation of the Nokuse Plantation Mitigation Bank is carried out in accordance with the following Federal authorities:

1. Compensatory Mitigation for Losses of Aquatic Resources (33 CFR Part 332).
2. Clean Water Act Section 404(33 U.S.C. 1344).
3. Environmental Protection Agency, Section 404(b)(1) Guidelines (40 CFR Part 230). Guidelines for Specification of Disposal Sites for Dredged or Fill Material.
4. Department of the Army, Section 404 Permit Regulations (33 CFR Parts 320-330). Policies for Evaluating Permit Applications to Discharge Dredged or Fill Material.
5. Memorandum of Agreement between the Environmental Protection Agency and the Department of the Army concerning Determination of Mitigation Under the Clean Water Act, Section 404 (b)(1) Guidelines (February 6, 1990).
6. Title XII Food Security Act of 1985 as amended by the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. 3801 et seq.).
7. National Environmental Policy Act (42 U.S.C. 4321 et seq.) including the Council on Environmental Quality's implementing regulations (40 CFR Parts 1500-1508).
8. Fish and Wildlife Coordination Act (16 U.S.C. 661 et. seq.).
9. Magnuson Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.).
10. National Marine Fisheries Service Habitat Conservation Policy (48 CFR pages 53142-53147, 1983).

5.0 Generalized Implementation Timetable

Implementation of the Bank will follow a general timetable that focuses on maintenance of existing high quality communities in their current or slightly enhanced condition, followed by restoration activities in more disturbed areas. The following Implementation Timetable is proposed to cover the Bank activities and to tie those activities to credit release. The first credit release is tied to the compliance of the Sponsor with the administrative requirements of the MBI, including implementation of the access control plan for the Bank, and execution of the conservation easement and financial assurances. These activities have already been completed. The remainder of the releases are tied to specific management activities and to demonstrable gains in community structure as detailed by the annual monitoring events.

Table 4 – Implementation and Credit Release Schedule

Activity	Estimated Completion Date After Issuance	% Credit Release	Wet Flatwood / Wet Prairie Credits	Mixed Hardwood Credits	Total Credits	Check box after credits released
Access Control; Financial assurances; Conservation easement execution.	30 days	10.0	21.7	3.1	24.8	
Exotic species survey and management plan; Initial exotic species control; Pine removal in pine plantation, wet flatwoods, depressional wetlands and uplands.	1 years	10.0	21.7	3.1	24.8	
First year monitoring of vegetation/annual report.	1 years					
First prescribed fire over site; Mechanical shrub reduction in edges of depressional wetlands and buffers surrounding depressions; Recontouring of pine beds as appropriate in flatwoods.	1 years	10.0	21.7	3.1	24.8	
First period attainment of interim success; Second year monitoring of vegetation/annual report.	2 years	10.0	21.7	3.1	24.8	
Third year monitoring of vegetation/annual report.	3 years	na				
Hydrologic enhancement; Bridge installation; Road vacation; Ditch plugging.	3 years	10.0	21.7	3.1	24.8	
Second period attainment of interim success; Fourth year monitoring of vegetation/annual report.	4 years	10.0	21.7	3.1	24.8	
Fifth year monitoring of vegetation/annual report; Review of herbaceous coverage to determine need for augmentation by either seeding or plugging.	5 years	na				
Second prescribed fire.	5 years	10.0	21.7	3.1	24.8	
Third period attainment of interim success; Sixth year monitoring of vegetation/annual report.	6 years	10.0	21.7	3.1	24.8	
Seventh year monitoring of vegetation/annual report.	7 years					
Fourth period attainment of interim success; Eighth year monitoring of vegetation/annual report; longleaf pine planting.	8 years	10.0	21.7		24.8	
Ninth year monitoring of vegetation/annual report.	9 years			3.1		
Tenth year monitoring of vegetation/annual report; Final success.	10 years	~10.0	22.5	3.2	25.7	
Perpetual management.	>10 years					
TOTALS		100.0	217.8	31.1	248.9	

6.0 Bank Operation

6.1 Provisions for Site Audits

Representatives of the IRT will have access to the Bank at any reasonable time to perform site inspections, provided at least 24 hours advance notice is provided to the Sponsor or Bank Manager. Regular inspections may be scheduled by the IRT following restoration and management activities.

6.2 Schedule of Credit Availability

The number of wetland credits available for release (i.e. – debiting) will generally be commensurate with the level of wetland and aquatic functions attained at the Bank at the time of release. Credits will be generated as specific activities are completed and documented in accordance with Table 4 as referenced in section 5.0 of this document.

6.3 Procedures for Credit Release

In order for credits to be released, the sponsor must submit documentation to the District Engineer (DE) demonstrating that the appropriate milestones for credit release have been achieved and requesting the release. If the DE determines that the mitigation bank or in-lieu fee program is not meeting performance standards or complying with the terms of the instrument, appropriate action will be taken. Such actions may include, but are not limited to, suspending credit sales, adaptive management, decreasing available credits, utilizing financial assurances, and terminating the instrument.

6.4 Conditions for Debiting of Bank Wetland Credits

Credits will be withdrawn from the mitigation bank as appropriate to provide compensatory mitigation for jurisdictional impacts authorized by Department of the Army dredge and fill permits. The responsibility for demonstration that credits from the Bank are not only available but that they constitute adequate and appropriate compensation for proposed impacts lies with the permittee.

6.5 Ledger of Available Mitigation Credits

A ledger (Exhibit 12) of available mitigation credits will be maintained by the Bank and updated with each credit transfer or release. An updated copy of the ledger will be provided to the Corps following each debit or release which has been purchased.

6.6 Legal Responsibilities

Once a permittee has purchased and secured the appropriate number of credits from the Bank, the legal responsibility for providing the appropriate compensatory mitigation lies with the Sponsor. Nothing herein suggests that the Sponsor shall be responsible for negotiating with the federal agencies for the amount of compensatory mitigation needed by a particular project, nor will the Sponsor be responsible for justifying that the use of the Bank meets the mitigation requirements of Part 332 as it applies to the impact project.

7.0 Mineral Rights

The legal counsel for the ACOE has reviewed the title and determined that although 100% of the subsurface mineral rights are not owned by the Bank Sponsor the combination of fractionated ownership, extraordinarily low potential for suitable resources, and ancillary permitting requirements results in reasonable assurance that the Bank will not be impacted by mineral extraction.

8.0 Reporting and Record Keeping

Monitoring reports shall be submitted in accordance with the schedule of activities outlined in the MBI and shall, be submitted on 8½-inch by 11-inch paper, and include the following:

a. **Project Overview** (1 Page) to include the following: Corps Permit Number; name and contact information of Sponsor and consultant; the name of party responsible for conducting the monitoring and the date(s) the inspection was conducted; a summary paragraph defining the purpose for the approved project, acreage and type of aquatic resources impacted, and mitigation acreage and type of aquatic resources authorized to compensate for the aquatic impacts; a written description on the location of the mitigation site to include site perimeter(s), and coordinates (expressed as latitude, longitudes, UTMs, state plane coordinate system, etc.); directions to the mitigation site (from a major highway); dates compensatory mitigation commenced and/or was completed; a short statement on whether the performance standards have been achieved; dates of any recent corrective or maintenance activities conducted since the previous report submission; and specific recommendations for any additional corrective or remedial actions.

b. **Monitoring Requirements** (1 page): List the monitoring requirements and performance standards, as specified in the approved mitigation plan and special conditions of this permit, and evaluate whether the compensatory mitigation project site is successfully achieving the approved performance standards or trending towards success. A table is a recommended option for comparing the performance standards to the conditions and status of the developing mitigation site.

c. **Summary Data** (maximum of 4 pages): Summary data should be provided to substantiate the success and/or potential challenges associated with the compensatory mitigation project. Photo documentation may be provided to support the findings and recommendations referenced in the monitoring report and to assist the Corps in assessing whether the compensatory mitigation project is meeting applicable

performance standards for that monitoring period. Submitted photos should be formatted to print on a standard 8 ½" x 11" piece of paper, dated, and clearly labeled with the direction from which the photo was taken. The photo location points should also be identified on the appropriate maps.

d. **Maps and Plans** (maximum of 3 pages): Maps shall be provided to show the location of the compensatory mitigation site relative to other landscape features, habitat types, locations of photographic reference points, transects, sampling data points, and/or other features pertinent to the mitigation plan. In addition, the submitted maps and plans should clearly delineate the mitigation site perimeter(s). Each map or diagram should be formatted to print on a standard 8 ½" x 11" piece of paper and include a legend and the location of any photos submitted for review. As-built plans may be included.

e. **Conclusions** (1 page): A general statement shall be included that describes the conditions of the compensatory mitigation project. If performance standards are not being met, a brief explanation of the difficulties and potential remedial actions proposed by the Sponsor, including a timetable, shall be provided. The Corps will ultimately determine if the mitigation site is successful for a given monitoring period.

9.0 Contingency Plans

In the event the Bank fails to achieve success criteria, the Bank shall take remedial action in consultation with the IRT. Failure to achieve interim or final mitigation success criteria as established herein will result in the IRT delaying release of mitigation credits.

10.0 Other Provisions

10.1 Force Majeure Clause

The requirements of this MBI shall not be enforceable against the Sponsor or the letter of credit if the Sponsor has been precluded from performing the conditions of the MBI due to acts of God, rebellion, strikes, or natural disaster, including but not limited to hurricane, flood, or fire. In the event such occurrence causes substantial damage to the project to preclude completion of that particular phase of the project, the Corps shall release the balance of any letter of credit for such phase of the project. If the acts of war, acts of God, rebellion, strikes, or natural disaster, including but not limited to hurricane, flood, or fire, do not preclude the Sponsor from performing the project without unreasonable expense, then it shall not be relieved of its obligations under this document. The Corps, in consultation with the IRT, shall make the determination of whether or not the Sponsor is precluded from performing the project.

10.2 Bank Default

The Sponsor shall be in default if it fails to meet milestones, perform necessary repair and maintenance, provide timely monitoring reports, or fails to observe or perform any obligation or responsibilities required of it by this MBI. In the event the Sponsor defaults, the Corps will notify the Sponsor in writing that the Bank is out of compliance and request a response within 30-days detailing

how the discrepancies will be corrected. The Corps will coordinate with the IRT, as appropriate, to determine if the correction plans provided by the Sponsor will address the issues which resulted in the default. If no satisfactory resolution is reached within 90-days of the Corps notification to the Sponsor, the Corps may notify the Sponsor that the sale of credits will be suspended until the appropriate deficiencies have been remedied. Upon notice of such suspension, the Sponsor agrees to immediately cease all sales of credits until the Corps informs the Sponsor that sale may be resumed. As long as the sale of credits is suspended, the Bank will not be considered to be an acceptable source of compensatory mitigation for Department of the Army permits.

In the event that the Sponsor does not satisfactorily correct the default condition, the Corps may elect to cause the holder of the financial assurances specified in Section 2.12 to draw upon those assurances as necessary to continue Bank development, management, or operation as provided herein. Nothing within this section shall be construed to modify or limit any specific right, remedy, or procedure in any Section of this MBI or any remedy available under application of State and/or Federal Law.

10.3 Bank Closure

The Sponsor agrees to notify the District Engineer, 60 days in advance of any action taken to void or modify the instrument, management plan, or long-term protection mechanism, including transfer of title to, or establishment of any other legal claims over, the compensatory mitigation site.

Bank Closure will be deemed to occur upon the occurrence of one of the following:

a. All performance standards have been met, the last authorized credit has been transferred, and the perpetual management endowment is fully funded in cash as specified in Section 2.12; or

b. The Sponsor requests closure based upon the level of success attained (which should be commensurate with the amount of credits issued), the last authorized credit has been transferred, and the perpetual management endowment is fully funded in cash as specified in Section 2.12.

11.0 Signature Page

IN THE TESTIMONY WHEREOF the U.S. Army Corps of Engineers have set their hand this _____ day of _____, 2011

US Army Corps of Engineers

Donald W. Kinard, Chief
Regulatory Division

Nokuse Plantation Mitigation Bank

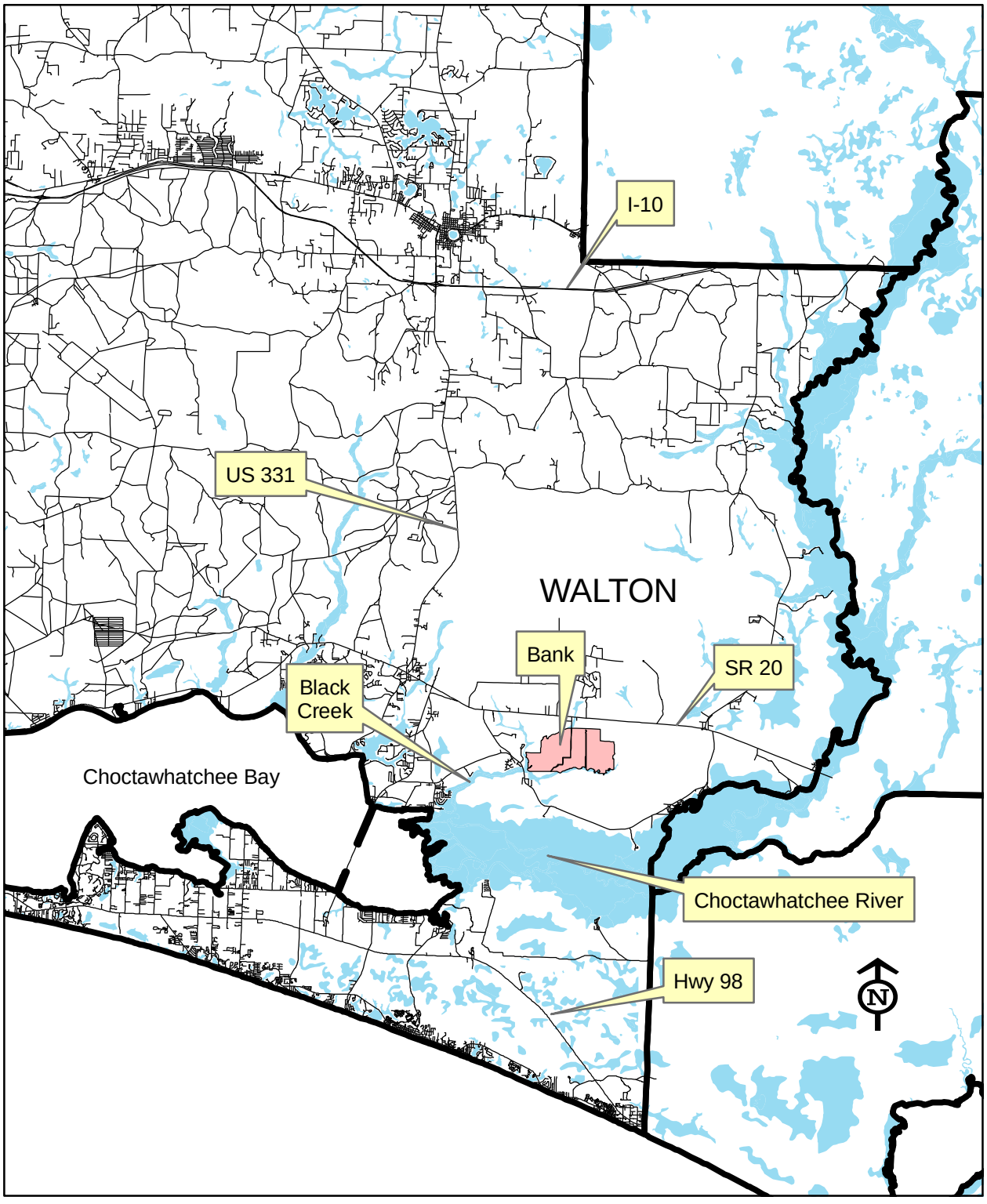
M. C. Davis for the M.C. Davis 2006 Trust

Bank Enabling Instrument Signature Page
Nokuse Plantation Mitigation Bank, SAJ-2007-02663

EXHIBIT 1

FIGURES

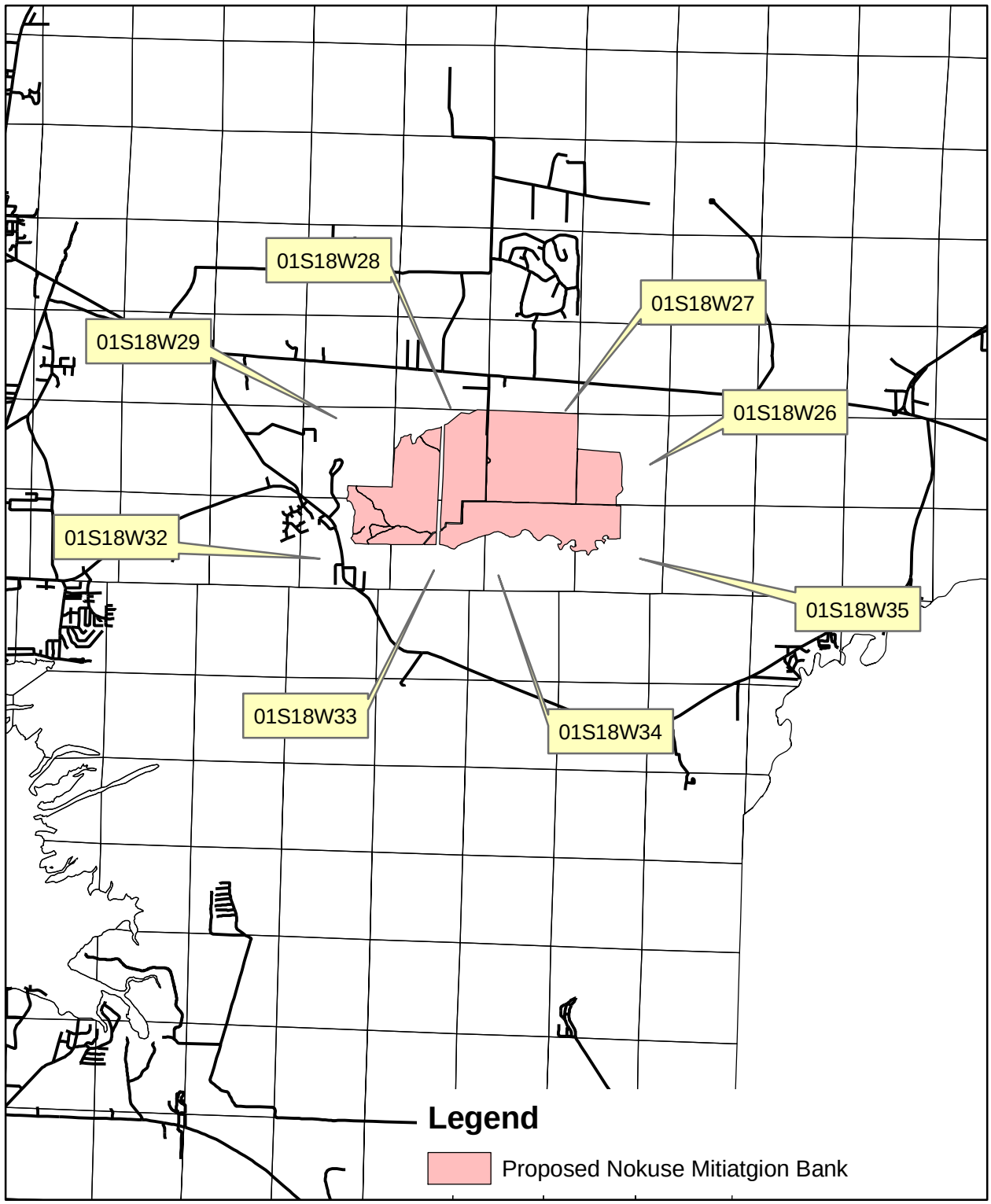
(TOTAL 15)



Bosso, Dentzau & Imhof, Inc.
1882 Log Ridge Trail
Tallahassee, FL 32312
850-893-7238

Bank Location
Revised February 18, 2010

FIGURE 1

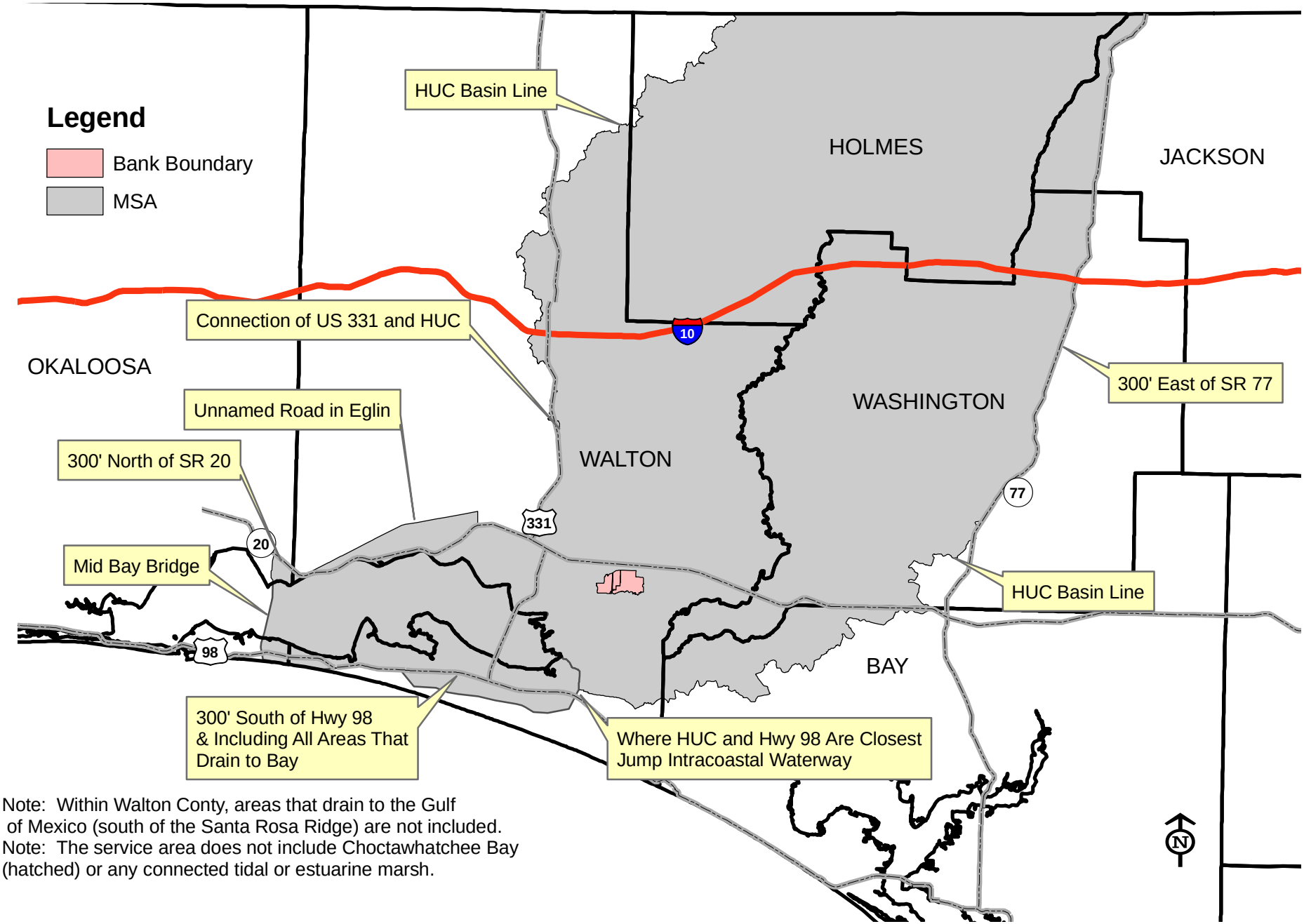


0 0.5 1 2 Miles

Bosso, Dentzau & Imhof, Inc.
1882 Log Ridge Trail
Tallahassee, FL 32312
850-893-7238

Section, Township, Range
Revised February 18, 2010

FIGURE 2



Note: Within Walton Conty, areas that drain to the Gulf of Mexico (south of the Santa Rosa Ridge) are not included.
Note: The service area does not include Choctawhatchee Bay (hatched) or any connected tidal or estuarine marsh.

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FIGURE 3

Mitigation Bank Service Area
Revised February 18, 2010

0 2.5 5 10 Miles

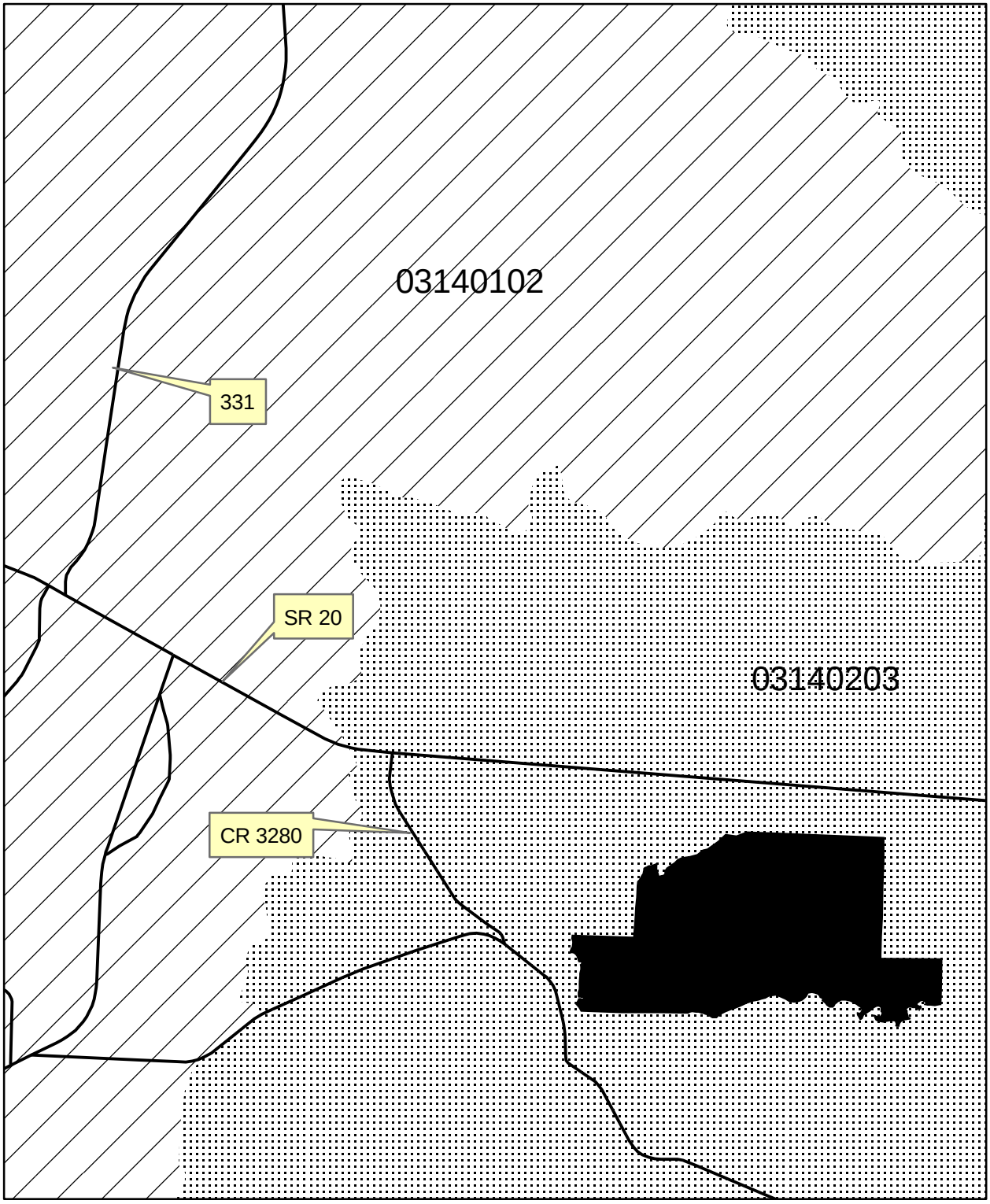

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Figure 4 - Bank Location With Respect to HUC Watershed Divide

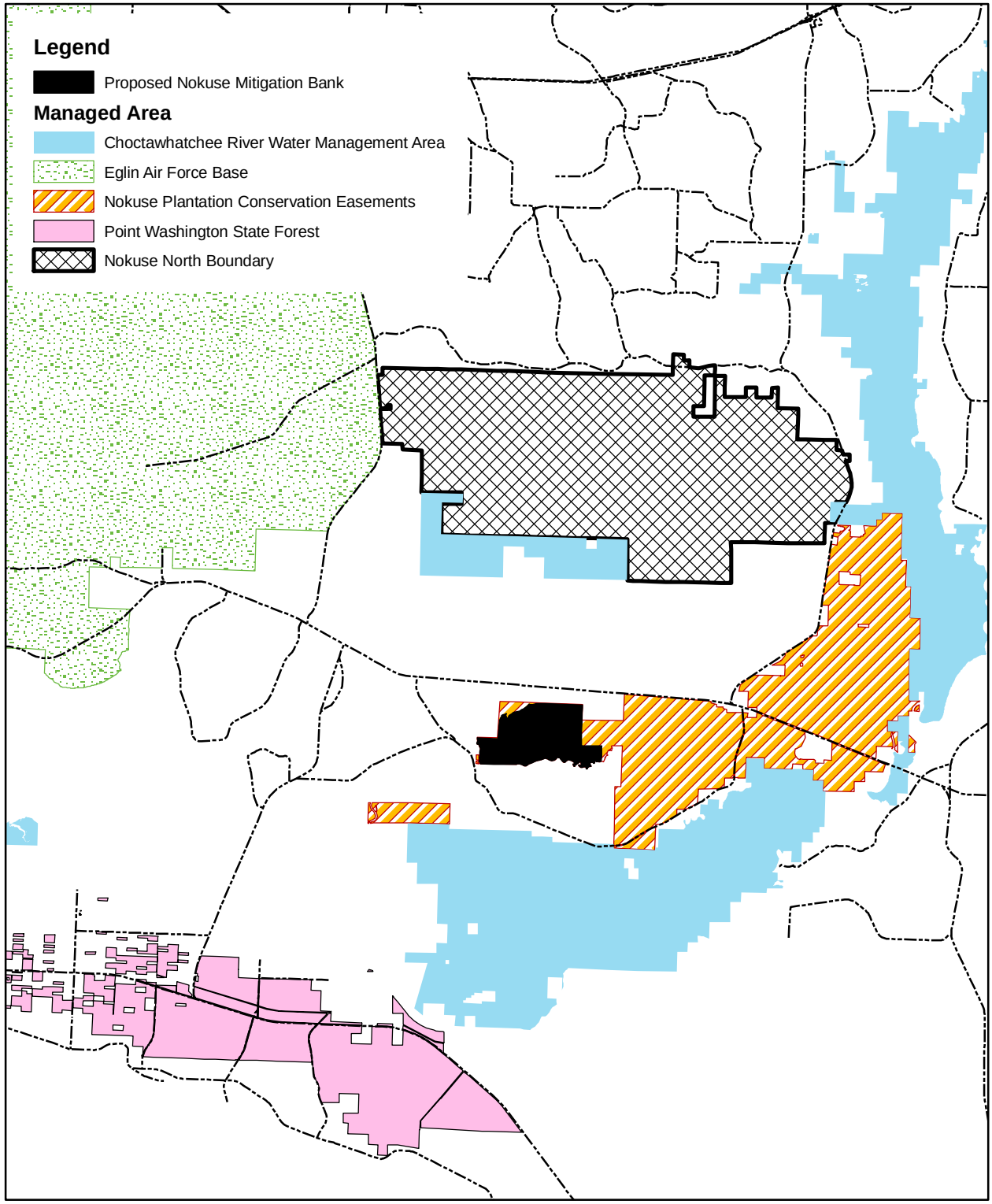

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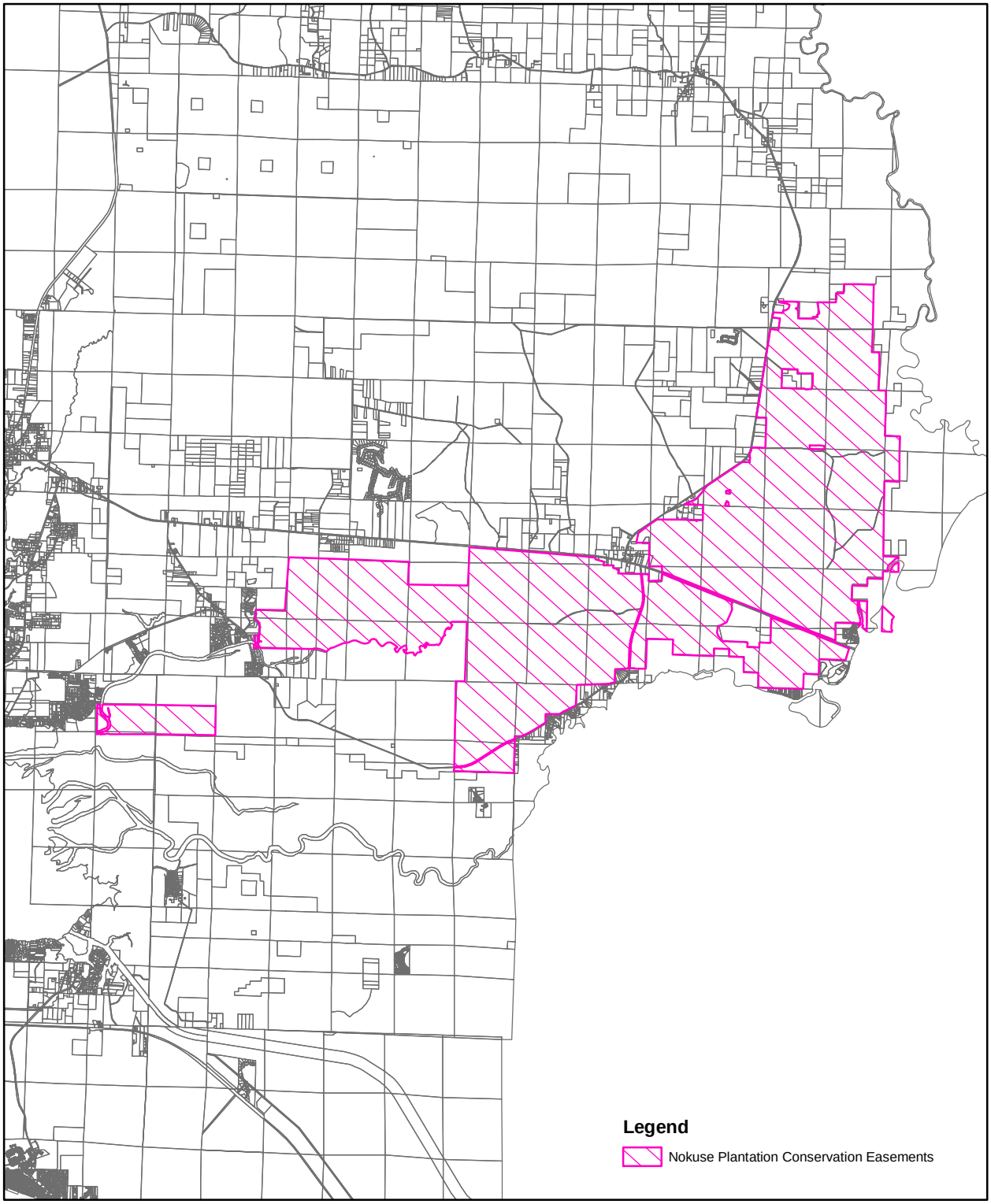
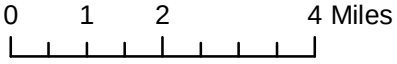
Figure 5 - Mitigation Bank Landscape Position





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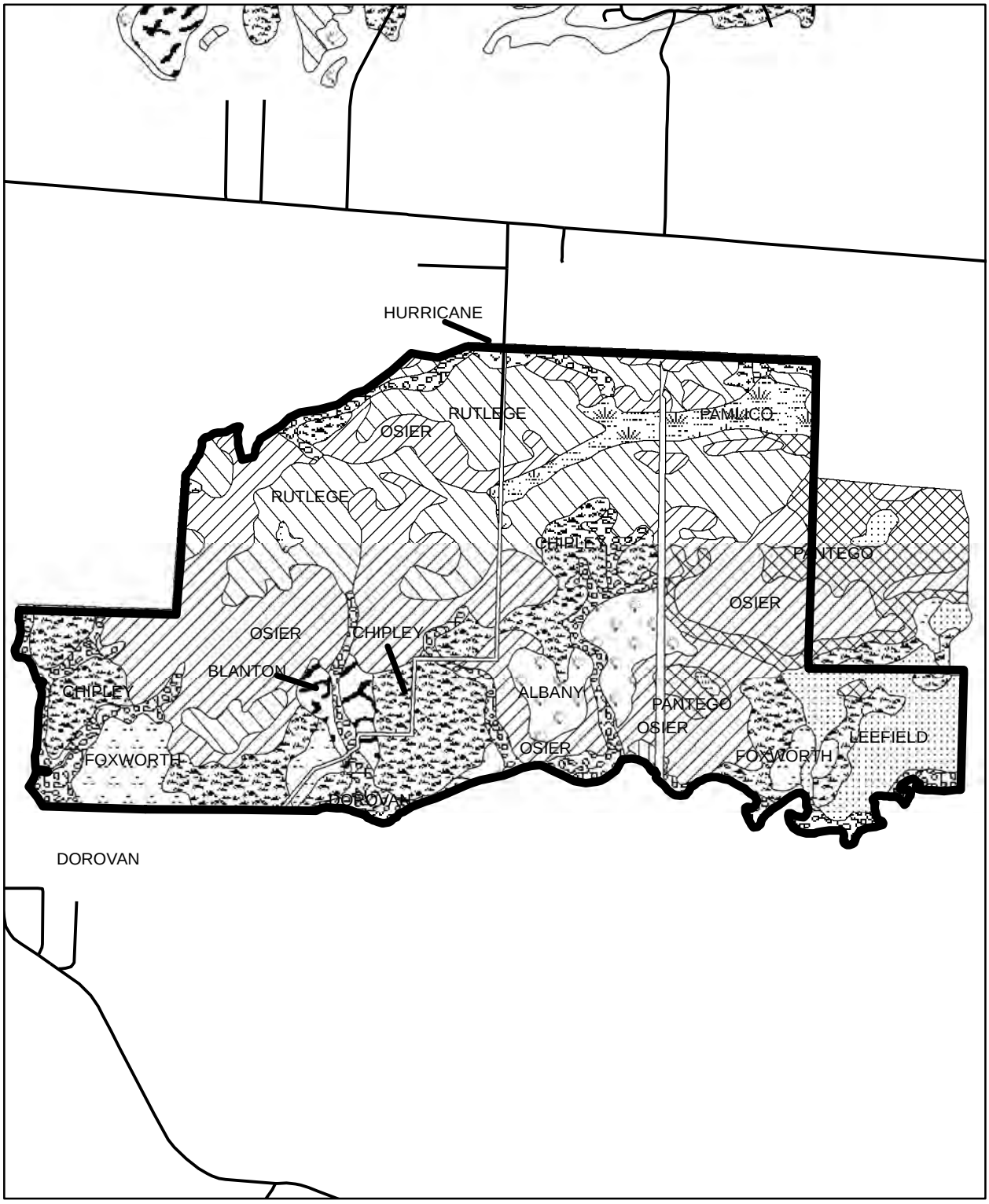
1882 Log Ridge Trail
Tallahassee, FL 32312
850-893-7238

Figure 6 - Florida Forever Conservation Easements at Nokuse Plantation



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1882 Log Ridge Trail
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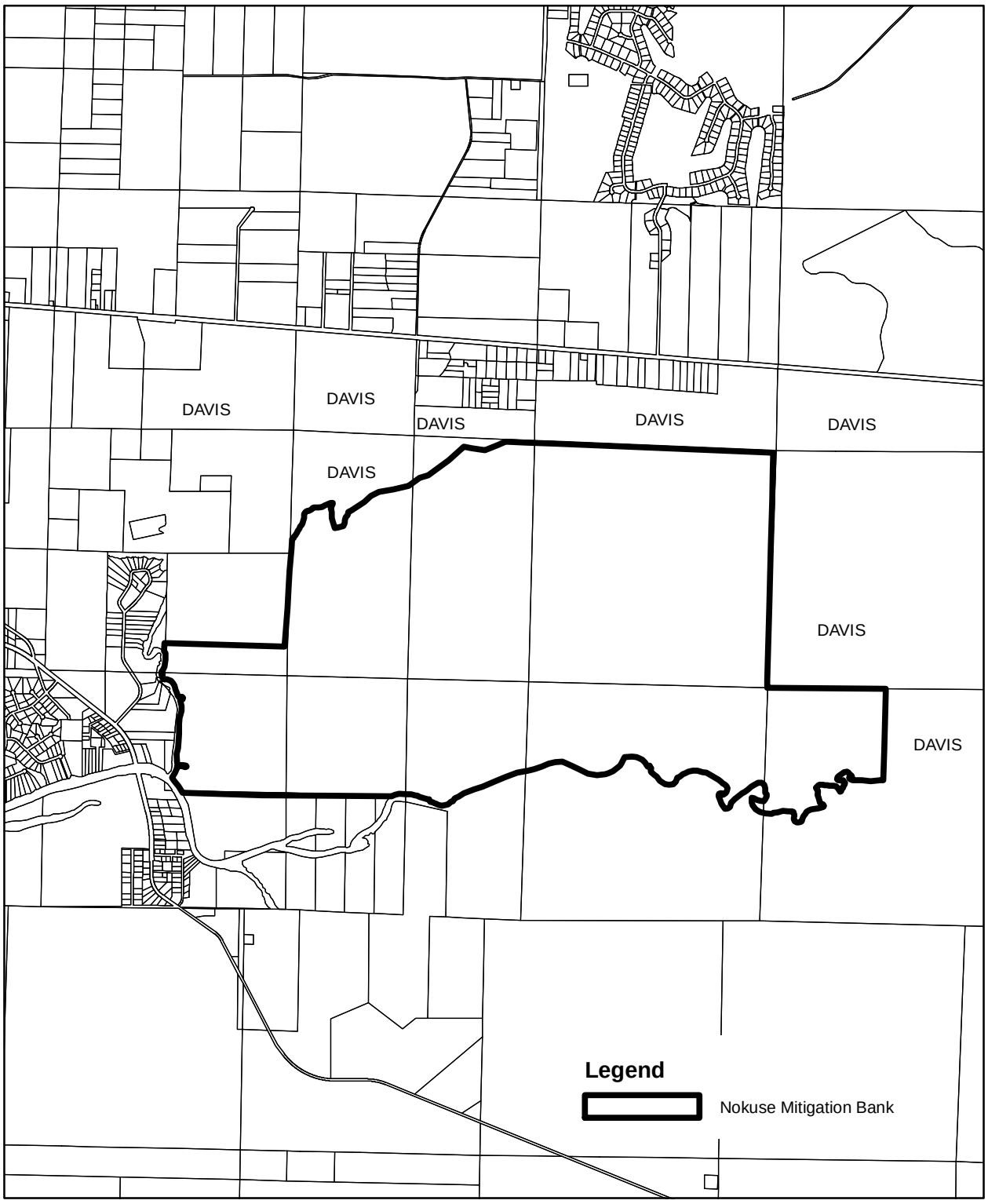
850-893-7238

Figure 7 - Soil Mapping Units



0 0.25 0.5 1 Miles

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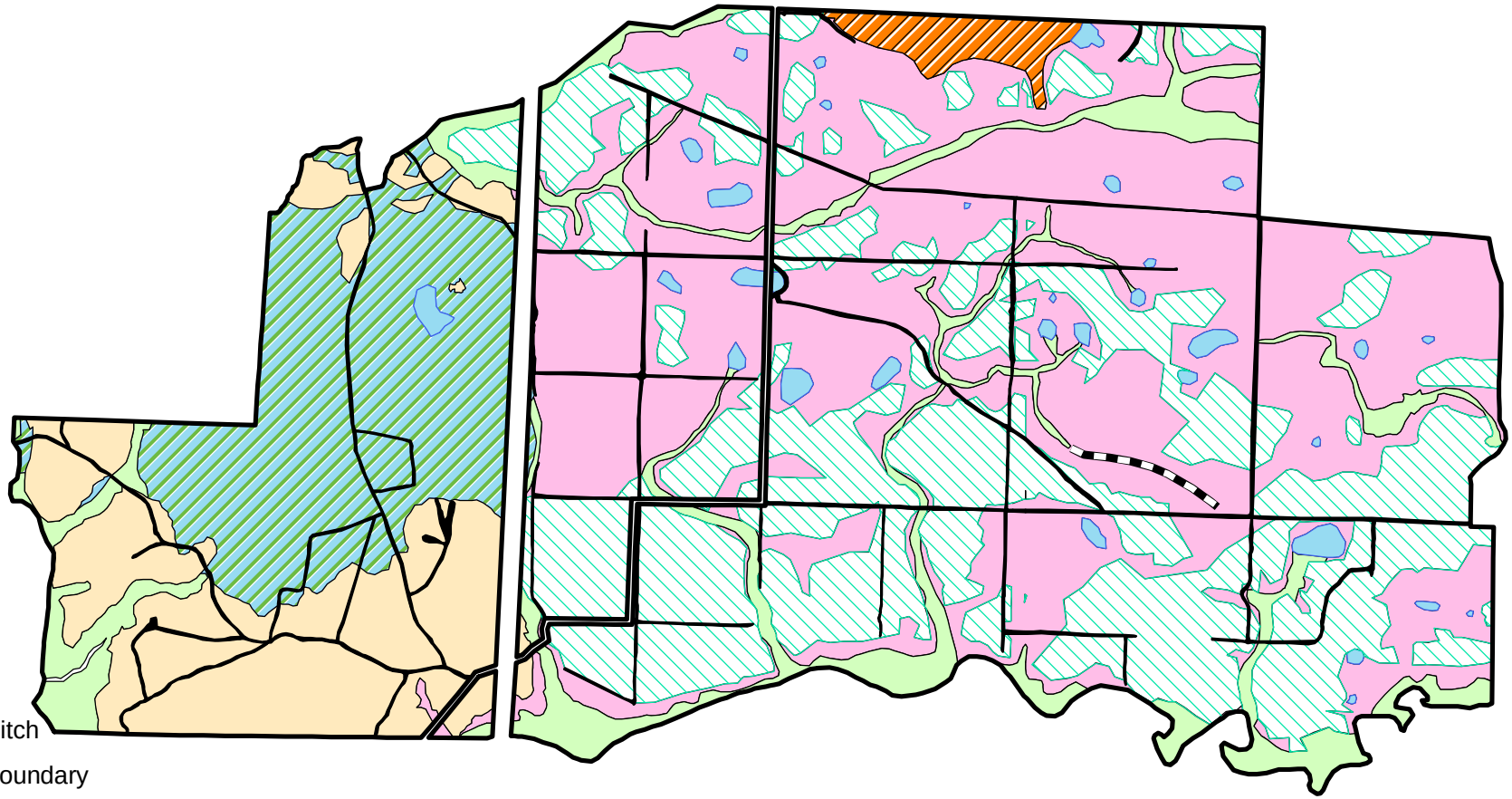
Figure 8 - Surrounding Davis Ownership



- Ditch
- Boundary
- Timber Roads/Trails - FLUCCS 8146
- Upland/Mesic Pine Plantation - FLUCCS 441
- Hardwood Depressional Wetlands - FLUCCS 613/Gum Swamps
- Sandhill Uplands - FLUCCS 412/Longleaf-Oak
- Baygall - FLUCCS 611/Bay Swamps
- Mixed Forest Wetlands - FLUCCS 610/Wetland Hardwood Forest
- Hydric Pine Plantation - FLUCCS 441
- Wet Prairie/Wet Flatwoods - FLUCCS 625/Hydric Pine Flatwoods

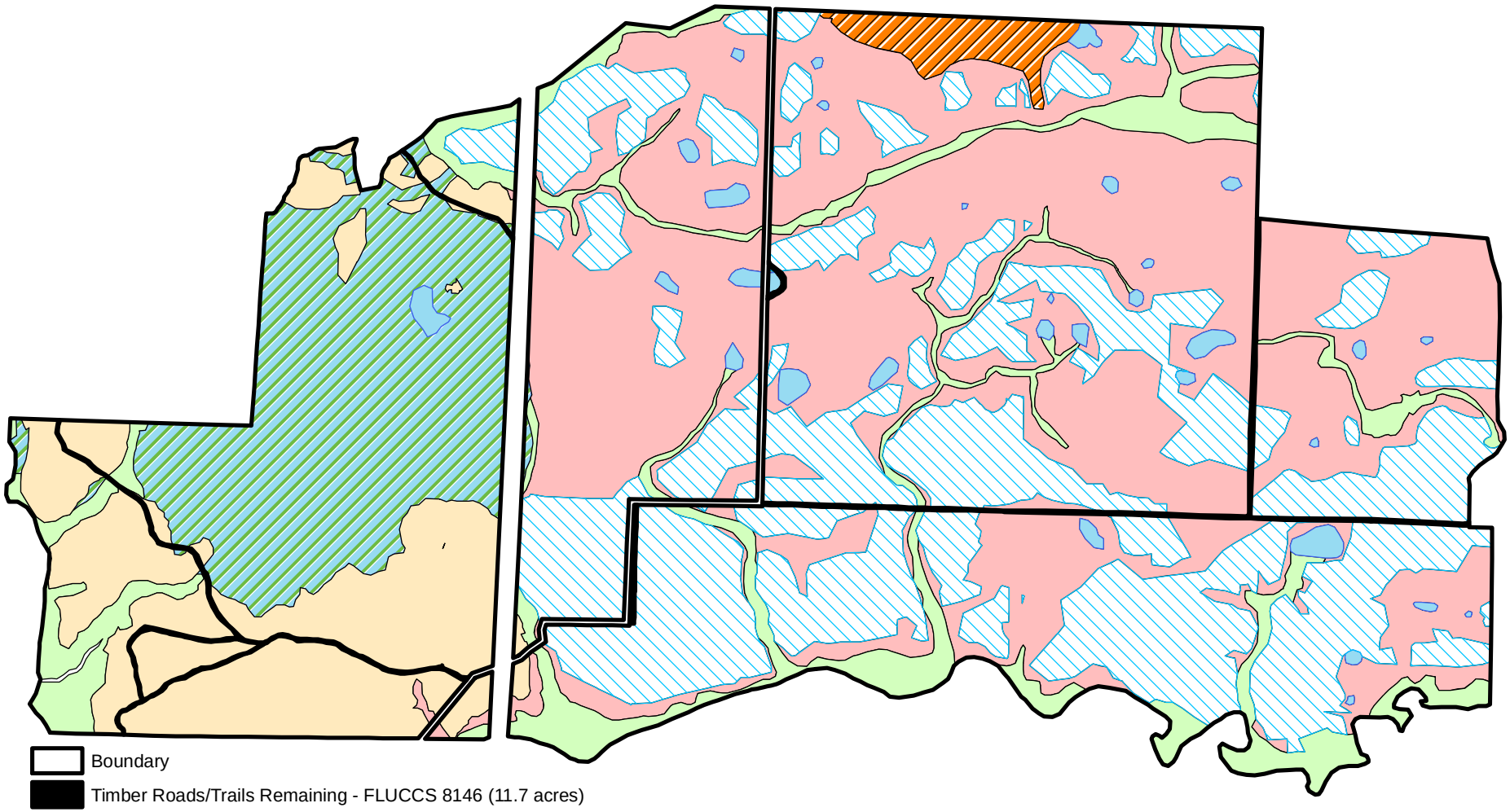
N

FIGURE - 9

Bosso, Dentzau & Imhof, Inc.
1882 Log Ridge Trail
Tallahassee, FL 32312
850-893-7238

Existing Communities Described Using FNAI Classification
and FLUCCS
Revised February 18, 2010

0 1,000 2,000 4,000 Feet



- Boundary
- Timber Roads/Trails Remaining - FLUCCS 8146 (11.7 acres)
- Proposed Mesic Flatwoods (from plantation)/ FLUCCS 411; Upland Pine Plantation to Flatwoods (618.5 acres)
- Proposed Hardwood Depressional Wetlands - FLUCCS 613/Gum Swamps (27.6 acres)
- Proposed Sandhill Uplands/FLUCCS 412; Upland Flatwoods and Sandhill Enhancement (242.1 acres)
- Proposed Baygall - FLUCCS 611/Bay Swamps (27.9 acres)
- Proposed Mixed Forested Wetlands - FLUCCS 610/Wetland Hardwood Forest (185.0 acres)
- Proposed Wet Flatwoods (from plantation)/FLUCCS 625; Pine Plantation to Wet Flatwoods and Prairie (820.1 acres)
- Proposed Wet Prairie/Wet Flatwoods - FLUCCS 626/Hydric Pine Savanna (273.1 acres)

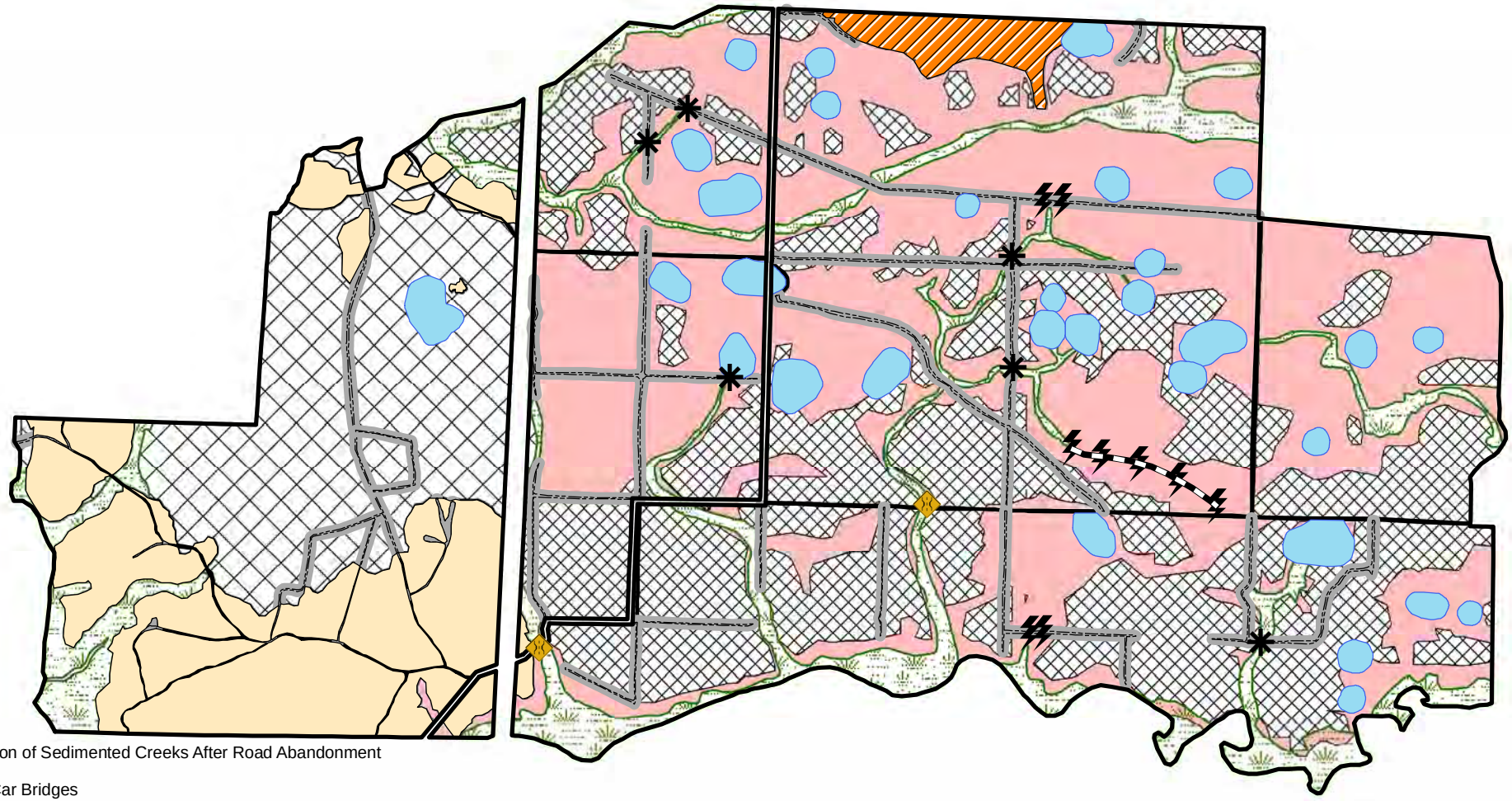
N

FIGURE 10

Bosso, Dentzau & Imhof, Inc.
1882 Log Ridge Trail
Tallahassee, FL 32312
850-893-7238

Proposed Communities Described Using FNAI Classification and FLUCCS
Revised February 18, 2010

0 1,000 2,000 4,000 Feet



Ditch Blocks

Ditch

Minor Excavation of Sedimented Creeks After Road Abandonment

Railroad Box Car Bridges

Hardwood Depressional Wetlands and 100' Buffer - Fire; Pine Reduction (<35 trees/acre); Grading of Pine Beds; Herbaceous Augmentation; Mechanical Cutting of Woody Material

Sandhill/Mesics Flatwoods - Fire; Pine Reduction to < 100 trees/acre

Baygall/Mixed Wetland Forest - Fire Into Transitional Zones

Roads/Trails to be Abandoned

Roads to Remain for Access

Plantation to Mesic Flatwoods - Fire; Slash/Loblolly Reduction; Longleaf Planting

Plantation to Wet Flatwoods - Pine Harvesting; Prescribed Fire; De-bedding and Herbaceous Augmentation (as necessary)

Wet Prairie/Wet Flatwoods - Prescribed Fire; Pine Reduction to <35 trees/acre

Mixed Forest Wetlands - FLUCCS 610/Wetland Hardwood Forest

N

FIGURE 11

Bosso, Dentzau & Imhof, Inc.
1882 Log Ridge Trail
Tallahassee, FL 32312
850-893-7238

Mitigative Activities for the proposed communities

0 1,000 2,000 4,000 Feet

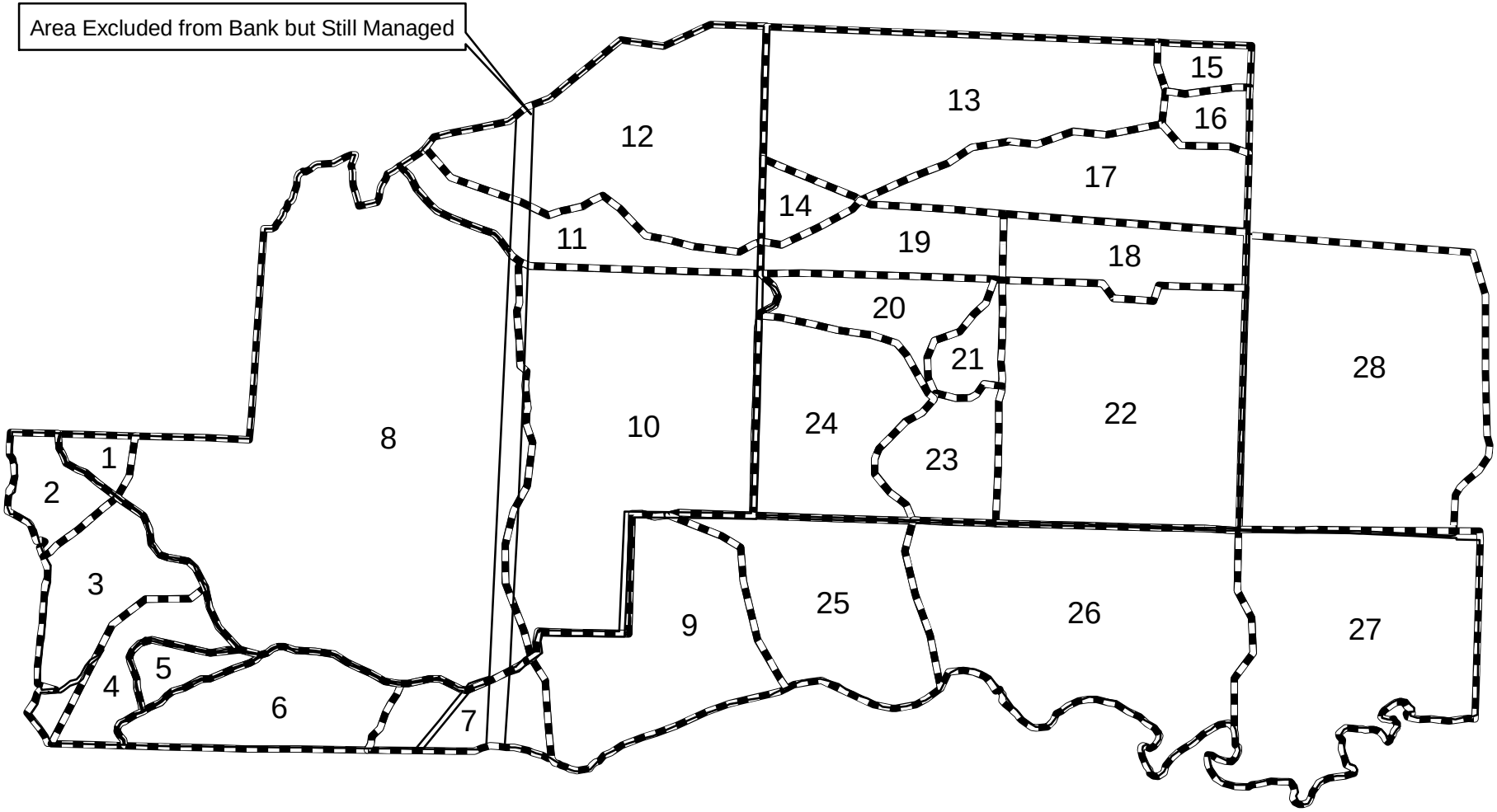
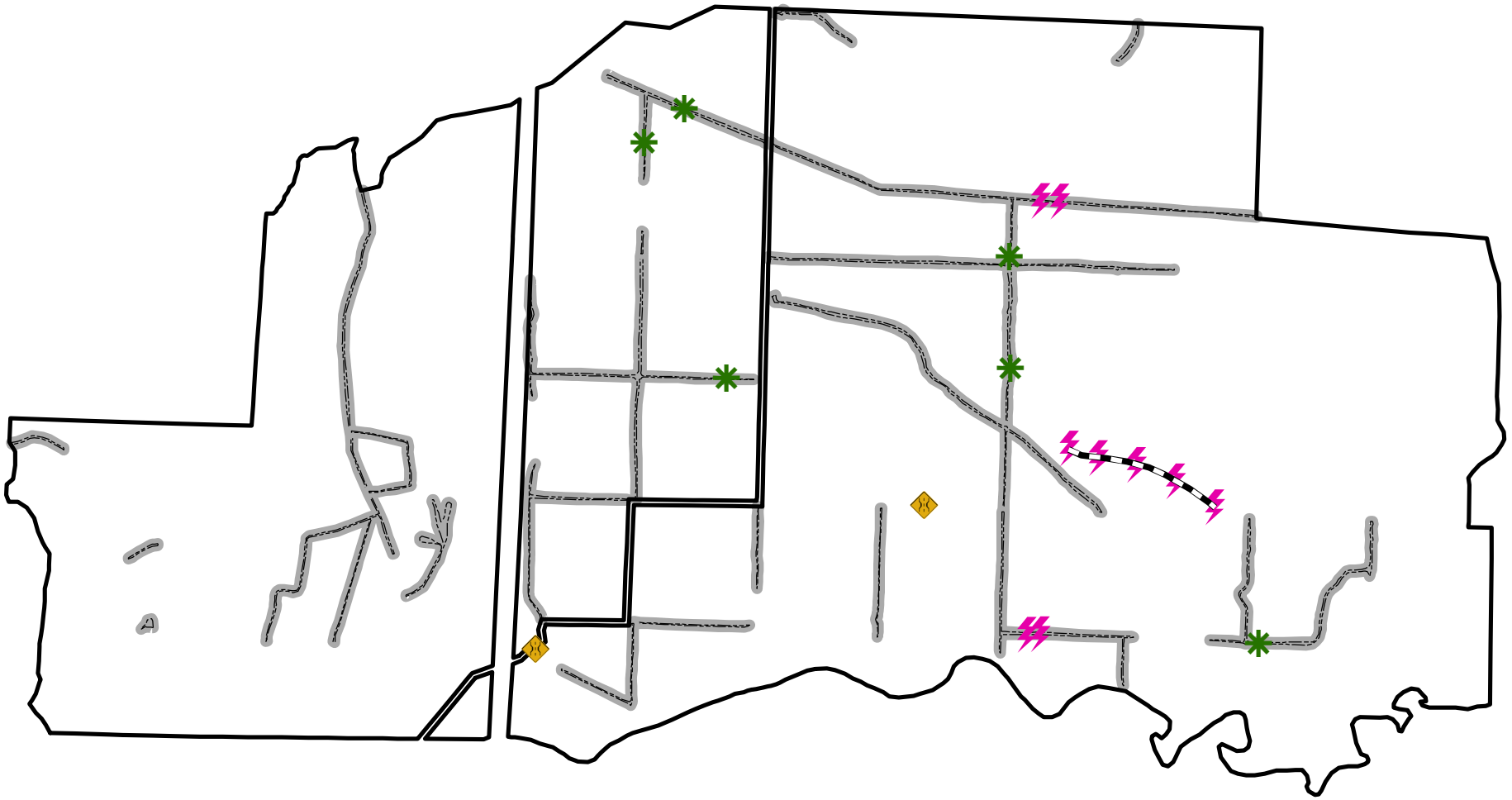


FIGURE 12

Bosso, Dentzau & Imhof, Inc.
1882 Log Ridge Trail
Tallahassee, FL 32312
850-893-7238

Management Units
Revised February 18, 2010

0 1,000 2,000 4,000 Feet



Ditch Blocks

Ditch

Minor Excavation of Sedimented Creeks After Road Abandonment

Railroad Box Car Bridges

Roads/Trails to be Abandoned

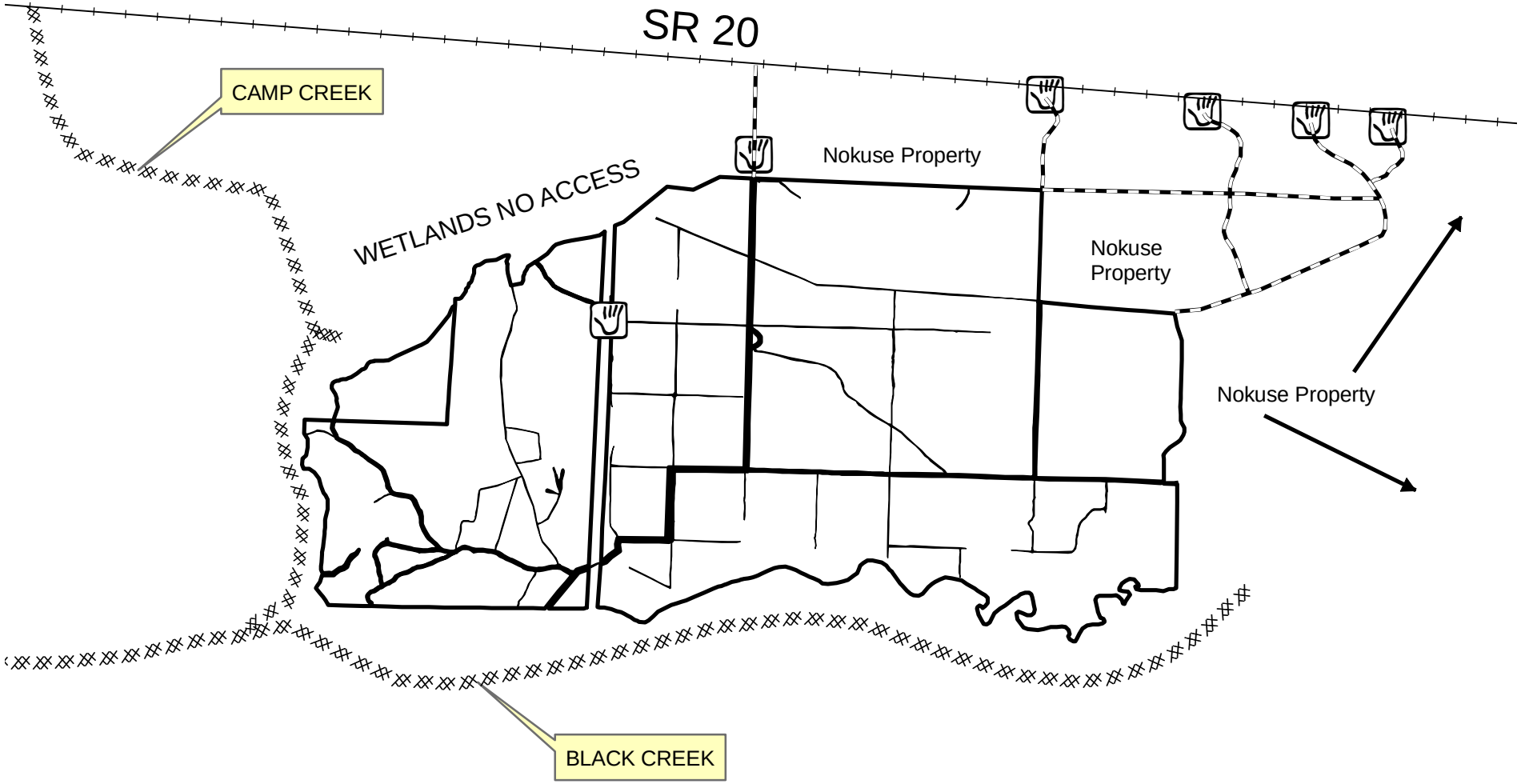
N

FIGURE 13

Bosso, Dentzau & Imhof, Inc.
1882 Log Ridge Trail
Tallahassee, FL 32312
850-893-7238

Wetland Roads/Trails Vacated,
Bridge Locations & Creek Restorations

0 1,000 2,000 4,000 Feet



Legend

- Locked Gates
- Bank Boundary
- Timber Roads/Trails

N

FIGURE 14

Bosso, Dentzau & Imhof, Inc.
1882 Log Ridge Trail
Tallahassee, FL 32312
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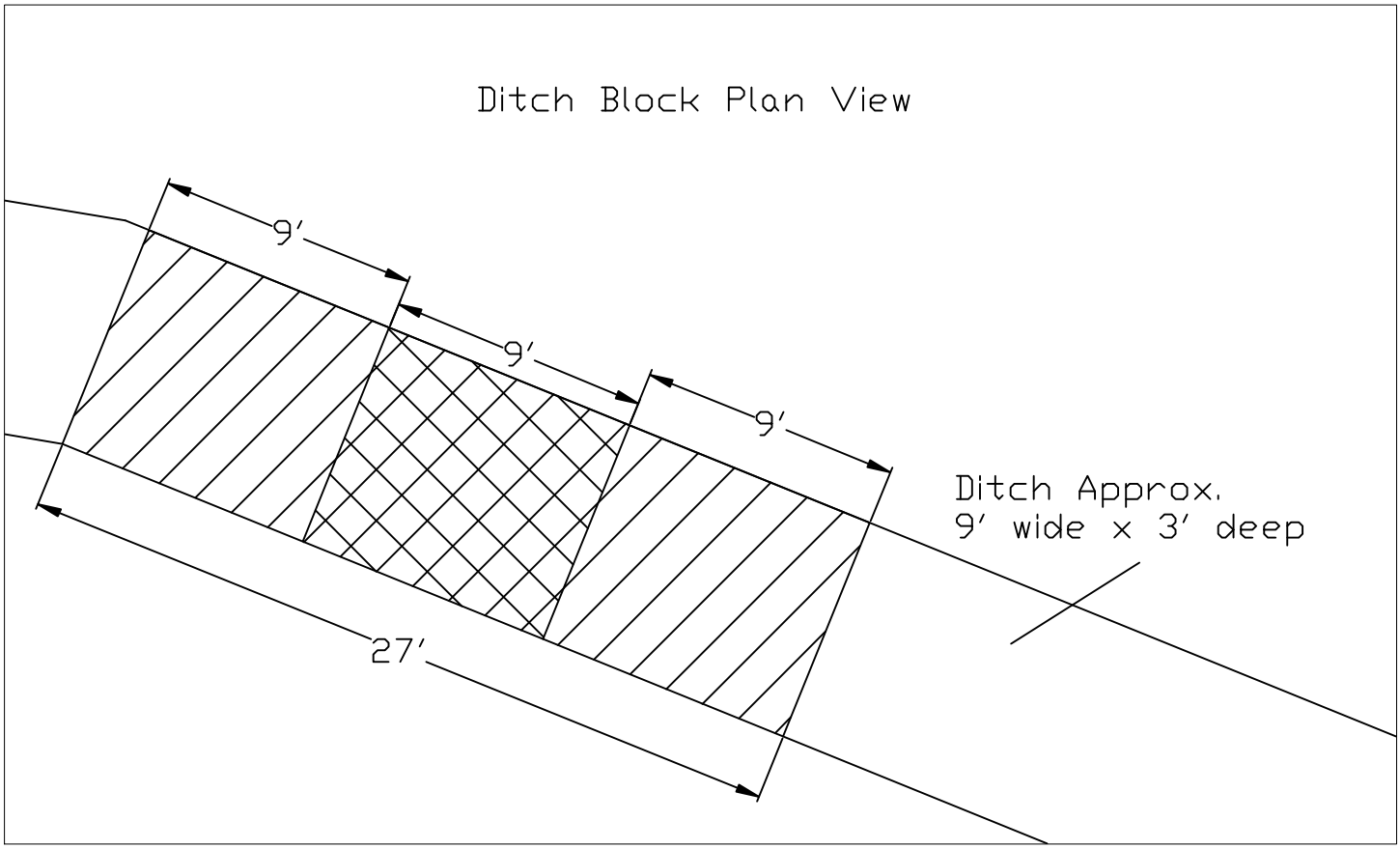
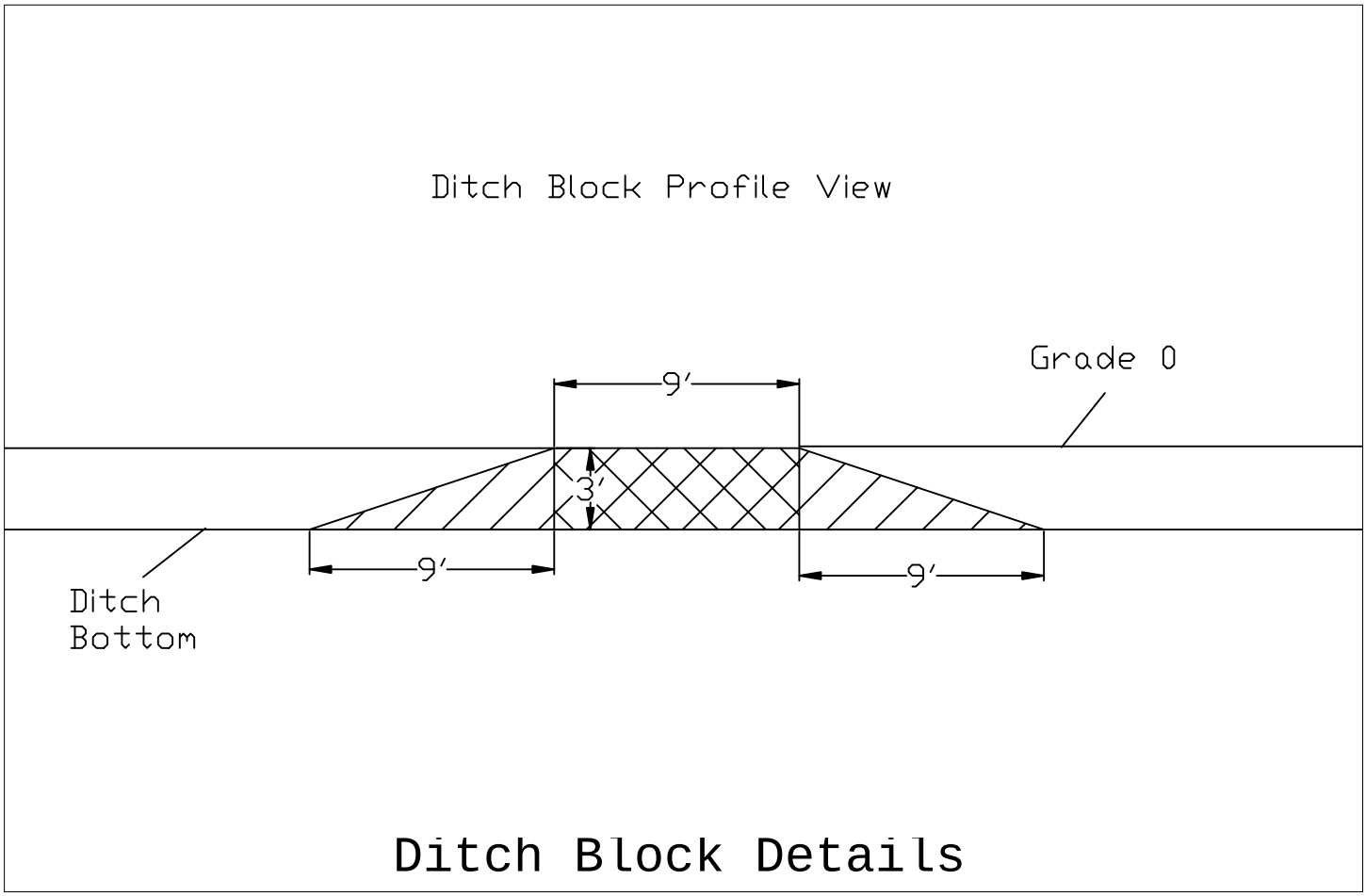
Access Control

0 1,600 3,200 6,400 Feet





Ditch Block Details

FIGURE - 15

EXHIBIT 2

CONSERVATION EASEMENT

(Total 14 pages)

Rec. $120.50
+ 3 cert copies 48.00

Return to:
Victoria Tauxe
Department of Environmental Protection
2600 Blair Stone Road, MS # 2500
Tallahassee, FL 32399-2400

AMENDED DEED OF CONSERVATION EASEMENT

THIS AMENDED DEED OF CONSERVATION EASEMENT (Conservation Easement) is made this 1st day of June, 2011, by and between M.C. Davis, as Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006, having an address at 11490 Emerald Coast Parkway, Suite 300, Box 3, Miramar Beach, FL 32550 (Grantor) and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEPARTMENT), whose address is, Department of Environmental Protection, Division of Water Resource Management, 2600 Blair Stone Road, Mail Station 2500, Tallahassee, Florida 32399-2400 (Grantee). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term Grantee(s) shall include any successor or assignee of Grantee(s). This Amended Deed of Conservation Easement supersedes the Conservation Easement recorded on January 13, 2011, in Official Records Book 2859, Pages 3530-3548, Public Records of Walton County, Florida.

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Walton County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Grantor desires to implement Nokuse Plantation Mitigation Bank (Project) at a site in Walton County, which is subject to the regulatory jurisdiction of the Department under the provisions of Part IV of Chapter 373 of the Florida Statutes; and

WHEREAS, Department Permit No. 0283695-001 (Permit), as modified from time to time, authorizes certain activities which affect waters in or of the State of Florida;

WHEREAS, the U.S. Army Corps of Engineers (Army Corps) authorizes certain activities in the waters of the United States and requires this Conservation Easement over the Property as part of the Mitigation Bank Instrument (Federal MBI) number SAJ-2007-2663;

WHEREAS The Army Corps is not authorized to hold conservation easements and the Department has agreed the Department will hold this Conservation Easement on behalf of the Army Corps; and

WHEREAS, the Grantor grants this Conservation Easement as a condition of the Permit issued by the Department to offset and prevent adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions. Specifically, this Conservation Easement is intended to protect the Property and ensure its management toward and long-term management of the target natural conditions set forth in the Permit.

NOW THEREFORE, to achieve these purposes, and in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual Conservation Easement, as defined in Section 704.06, Florida Statutes, for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this Conservation Easement shall be as follows:

1. Purpose. The purpose of this Conservation Easement is to retain land and water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland or upland areas included in the Conservation Easement that are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit. The Permit, as modified from time to time, is incorporated in the Conservation Easement by reference as though fully set forth herein, and is available from the Department on request.

2. Rights of Grantee. To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. The right to take action to preserve and protect the existing and enhanced environmental value of the Property, as described in the Permit;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor is complying with the provisions of this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore existing or enhanced areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except as authorized by the Permit, for restoration, creation, enhancement, maintenance, and monitoring activities:

a. Construction or placing of structures on, above, or below the ground, including but not limited to: buildings, roads, docks, piers, billboards or other advertising; utilities, signs(other than those marking the Conservation Easement), or other structures;

b. Dumping or placing of soil or other substances as land fill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except nuisance, invasive, exotic, or nonnative species;

d. Planting or seeding of exotic or nuisance species or other plants that are outside their natural range or zone of dispersal and have or are able to form self-sustaining, expanding, and free-living populations in a natural community with which they have not previously associated;

e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural or created, restored or enhanced condition under the provisions of the Permit;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, dredging, consumptive water use and fencing,;

h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites, or properties of historical, architectural, archaeological, or cultural significance;

j. The use of All-Terrain Vehicles.

4. Reserved Rights. Subject to the provisions of the Permit, as modified from time to time, the rights granted to the Grantee herein and the prohibited activities defined in this Conservation Easement, the Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not inconsistent with the provisions of the Permit, Department rules, Federal MBI or the intent and purposes of this Conservation Easement.

5. Public Access. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

6. Responsibilities of Parties. Grantor on behalf of its successor or assigns hereby agrees to bear all costs or liabilities related to the ownership, operation, upkeep or maintenance of the Property and Grantor does hereby indemnify and hold harmless the Grantee from same. In addition, Grantee, their successors or assigns, shall have no responsibility for any costs or liabilities related to the ownership, operation, upkeep or maintenance of the Property.

7. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish Grantee with satisfactory evidence of payment upon request.

8. Liability. Grantor, its successors or assigns, will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from ownership of the Property by the Grantor, its successors or assigns. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless Grantee for all liability, any injury or damage to the person or property of third parties which may occur on the Property.

9. Hazardous Waste. Grantor covenants and represents that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. Grantor, its successors or assigns, further indemnify the Grantee for any and all liability arising from any subsequent placement or discovery of hazardous or toxic material on the Property. In the event such material is discovered, Grantor, its successors or assigns, shall be responsible for bringing the Property into compliance with all laws relating to the generation, treatment, storage, use, disposal or deposit of hazardous or toxic material.

10. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of Grantee' rights.

11. Rights of U.S. Army Corps of Engineers. The Army Corps, as third party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement. The Grantor shall provide the Army Corps (District Engineer) at least 60 days advance notice in writing before any action is taken to amend, alter, release or revoke this Conservation Easement.

12. Enforcement Costs. If Grantee prevails in an enforcement action, it shall be entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned Permit. These remedies are in addition to any other remedy, fine or penalty that may be applicable under Chapters 373 and 403, Florida Statutes, or available at law or in equity.

13. Assignment of Rights. Grantee agrees to hold this Conservation Easement exclusively for conservation purposes and it will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under applicable state laws.

14. Recording in Land Records. Grantor shall record this Conservation Easement and any amendments hereto in a timely fashion in the Official Records of Walton County, Florida. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records.

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

16. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest, and referencing the Permit Name and Number.

17. Subsequent Deeds. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

18. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

19. Alteration or Revocation. This Conservation Easement may be amended, altered, released or revoked only by permit modification as necessary and written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Walton County.

20. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Florida.

21. Baseline Documentation Report. The specific conservation values of the property are documented in the Baseline Documentation Report associated with this Conservation Easement. The Baseline Documentation Report consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the existing and proposed condition of the Property at the time of this grant, and which is intended, in conjunction with the Permit, to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation Report is maintained in the offices of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation Report is available from the Department on request.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all person whomsoever.

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

Signed, sealed and delivered
in our presence as witnesses:

April N Chambless
Signature of Witness

April N Chambless
Printed/Typed Name

Signature of Witness

DANIEL BURNS

Printed/Typed Name

M.C. DAVIS, TRUSTEE OF THE M.C. DAVIS 2006 TRUST, DATED MARCH 15, 2006

By: _____
Print Name: M.C. DAVIS

Title: TRUSTEE

STATE OF FLORIDA
COUNTY OF Walton

The foregoing instrument was acknowledged before me this 20 day of May 2011, by M.C. Davis, as Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006. He/she is personally known to me or has produced _____ as identification.

(SEAL)

APRIL N. CHAMBLESS
Comm# DD0799868
Expires 9/19/2012
Florida Notary Assn., Inc

April N Chambless
Notary Public Signature
April N. Chambless
Printed/Typed Name of Notary

Commission No. DD0799868
Commission Expires 9-19-12

Signed, sealed and delivered
in the Presence of:

Signature of Witness

x Yvonne Zola
Printed/Typed Name

Signature of Witness

x Jennie Bodiford
Printed/Typed Name

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: √
Mark Thomasson, Director,
Division of Water Resource Management

STATE OF FLORIDA
COUNTY OF x LEON

The foregoing instrument was acknowledged before me this x 1st day of June, 2011, by Mark Thomasson as Director for the Division of Water Resource Management of the State of Florida Department of Environmental Protection. He/she is personally known to me or has produced x Personally Known as identification.

x (SEAL) x

√
Notary Public Signature
x JUNE TILSON MANNING
Printed/Typed Name of Notary

JUNE TILSON MANNING
Commission # EE 014172
Expires August 7, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

Commission No. x EE 014172
Commission Expires: x Aug 7, 2014

JUNE TILSON MANNING
Commission # EE 014172
Expires August 7, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

PARCEL "A":

A PARCEL OF LAND LYING AND BEING IN SECTION(S) 27, 28, 29, 32, 33, 34, 35, TOWNSHIP 1 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA, THENCE NORTH 87 DEGREES 42 MINUTES 27 SECONDS WEST, A DISTANCE OF 30.00 FEET; TO THE POINT OF BEGINNING: THENCE NORTH 87 DEGREES 42 MINUTES 26 SECONDS WEST, A DISTANCE OF 588.11 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 18 SECONDS WEST, A DISTANCE OF 540.21 FEET; THENCE NORTH 83 DEGREES 12 MINUTES 29 SECONDS WEST, A DISTANCE OF 478.03 FEET; THENCE SOUTH 50 DEGREES 55 MINUTES 09 SECONDS WEST, A DISTANCE OF 1021.49 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 02 SECONDS WEST, A DISTANCE OF 257.18 FEET; THENCE SOUTH 52 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 252.39 FEET; THENCE SOUTH 79 DEGREES 30 MINUTES 18 SECONDS WEST, A DISTANCE OF 715.74 FEET; THENCE SOUTH 70 DEGREES 46 MINUTES 11 SECONDS WEST, A DISTANCE OF 110.23 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 47 SECONDS WEST, A DISTANCE OF 215.68 FEET; THENCE SOUTH 54 DEGREES 37 MINUTES 44 SECONDS WEST, A DISTANCE OF 209.05 FEET; THENCE SOUTH 57 DEGREES 55 MINUTES 44 SECONDS WEST, A DISTANCE OF 214.45 FEET; THENCE SOUTH 25 DEGREES 48 MINUTES 02 SECONDS WEST, A DISTANCE OF 212.84 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 55 SECONDS WEST, A DISTANCE OF 67.68 FEET; THENCE SOUTH 30 DEGREES 43 MINUTES 36 SECONDS WEST, A DISTANCE OF 61.43 FEET; THENCE SOUTH 79 DEGREES 05 MINUTES 19 SECONDS WEST, A DISTANCE OF 191.80 FEET; THENCE NORTH 14 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 276.70 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 43 SECONDS WEST, A DISTANCE OF 169.01 FEET; THENCE NORTH 13 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.66 FEET; THENCE NORTH 33 DEGREES 43 MINUTES 06 SECONDS WEST, A DISTANCE OF 23.81 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 43 SECONDS WEST, A DISTANCE OF 52.89 FEET; THENCE SOUTH 62 DEGREES 42 MINUTES 36 SECONDS WEST, A DISTANCE OF 173.50 FEET; THENCE SOUTH 82 DEGREES 32 MINUTES 11 SECONDS WEST, A DISTANCE OF 203.27 FEET; THENCE SOUTH 56 DEGREES 32 MINUTES 32 SECONDS WEST, A DISTANCE OF 128.71 FEET; THENCE SOUTH 86 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 51.32 FEET; THENCE SOUTH 43 DEGREES 38 MINUTES 01 SECONDS WEST, A DISTANCE OF 47.88 FEET; THENCE SOUTH 13 DEGREES 30 MINUTES 36 SECONDS WEST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 06 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 93.43 FEET; THENCE SOUTH 16 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 135.79 FEET; THENCE SOUTH 38 DEGREES 53 MINUTES 00 SECONDS WEST, A DISTANCE OF 76.32 FEET; THENCE SOUTH 31 DEGREES 38 MINUTES 06 SECONDS WEST, A DISTANCE OF 100.79 FEET; THENCE SOUTH 24 DEGREES 24 MINUTES 40 SECONDS WEST, A DISTANCE OF 80.24 FEET; THENCE SOUTH 37 DEGREES 05 MINUTES 10 SECONDS WEST, A DISTANCE OF 101.37 FEET; THENCE SOUTH 47 DEGREES 45 MINUTES 26 SECONDS WEST, A DISTANCE OF 24.55 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 30 SECONDS WEST, A DISTANCE OF 82.16 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 58 SECONDS WEST, A DISTANCE OF 2288.50 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 11 SECONDS WEST, A DISTANCE OF 2596.74 FEET; THENCE SOUTH 02 DEGREES 52 MINUTES 50 SECONDS WEST, A DISTANCE OF 252.58 FEET; THENCE SOUTH 31 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 124.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 144.31 FEET; THENCE SOUTH 08 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 154.21 FEET; THENCE SOUTH 50 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 88.33 FEET; THENCE SOUTH 04 DEGREES 05 MINUTES 23 SECONDS WEST, A DISTANCE OF 112.52 FEET; THENCE SOUTH 20 DEGREES 14 MINUTES 37 SECONDS EAST, A DISTANCE OF 81.18 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 59 SECONDS EAST, A DISTANCE OF 96.39 FEET; THENCE SOUTH 57 DEGREES 24 MINUTES 26 SECONDS EAST, A DISTANCE OF 119.06 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 55 SECONDS EAST, A DISTANCE OF 137.98 FEET; THENCE SOUTH 15 DEGREES 45 MINUTES 49 SECONDS EAST, A DISTANCE OF 149.12 FEET; THENCE SOUTH 22 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 129.97 FEET; THENCE SOUTH 31 DEGREES 43 MINUTES 39 SECONDS EAST, A DISTANCE OF 141.27 FEET; THENCE SOUTH 02 DEGREES 14 MINUTES 53

SECONDS WEST, A DISTANCE OF 180.38 FEET; THENCE SOUTH 12 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 200.73 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 37 SECONDS WEST, A DISTANCE OF 208.64 FEET; THENCE SOUTH 05 DEGREES 54 MINUTES 44 SECONDS WEST, A DISTANCE OF 206.08 FEET; THENCE SOUTH 09 DEGREES 05 MINUTES 58 SECONDS WEST, A DISTANCE OF 178.96 FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 59 SECONDS WEST, A DISTANCE OF 191.14 FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 59 SECONDS WEST, A DISTANCE OF 127.43 FEET; THENCE SOUTH 21 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 75.44 FEET; THENCE NORTH 84 DEGREES 45 MINUTES 30 SECONDS EAST, A DISTANCE OF 120.15 FEET; THENCE SOUTH 81 DEGREES 10 MINUTES 02 SECONDS EAST, A DISTANCE OF 55.60 FEET; THENCE NORTH 57 DEGREES 14 MINUTES 32 SECONDS EAST, A DISTANCE OF 85.66 FEET; THENCE NORTH 49 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 80.48 FEET; THENCE NORTH 80 DEGREES 13 MINUTES 39 SECONDS EAST, A DISTANCE OF 71.86 FEET; THENCE NORTH 39 DEGREES 51 MINUTES 04 SECONDS EAST, A DISTANCE OF 69.84 FEET; THENCE NORTH 27 DEGREES 05 MINUTES 45 SECONDS EAST, A DISTANCE OF 110.48 FEET; THENCE NORTH 40 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 83.72 FEET; THENCE NORTH 60 DEGREES 58 MINUTES 13 SECONDS EAST, A DISTANCE OF 90.08 FEET; THENCE NORTH 43 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 89.73 FEET; THENCE SOUTH 28 DEGREES 25 MINUTES 03 SECONDS WEST, A DISTANCE OF 91.95 FEET; THENCE SOUTH 50 DEGREES 39 MINUTES 34 SECONDS WEST, A DISTANCE OF 110.33 FEET; THENCE SOUTH 36 DEGREES 03 MINUTES 18 SECONDS WEST, A DISTANCE OF 89.21 FEET; THENCE SOUTH 23 DEGREES 22 MINUTES 37 SECONDS WEST, A DISTANCE OF 104.77 FEET; THENCE SOUTH 50 DEGREES 13 MINUTES 23 SECONDS WEST, A DISTANCE OF 68.32 FEET; THENCE SOUTH 72 DEGREES 00 MINUTES 47 SECONDS WEST, A DISTANCE OF 92.01 FEET; THENCE SOUTH 52 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 90.54 FEET; THENCE SOUTH 54 DEGREES 29 MINUTES 24 SECONDS WEST, A DISTANCE OF 37.63 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 214.41 FEET; THENCE SOUTH 17 DEGREES 12 MINUTES 42 SECONDS WEST, A DISTANCE OF 63.13 FEET; THENCE SOUTH 16 DEGREES 34 MINUTES 22 SECONDS WEST, A DISTANCE OF 66.35 FEET; THENCE SOUTH 31 DEGREES 38 MINUTES 01 SECONDS WEST, A DISTANCE OF 78.73 FEET; THENCE SOUTH 34 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.98 FEET; THENCE SOUTH 35 DEGREES 14 MINUTES 43 SECONDS EAST, A DISTANCE OF 107.33 FEET; THENCE SOUTH 42 DEGREES 14 MINUTES 11 SECONDS EAST, A DISTANCE OF 99.82 FEET; THENCE SOUTH 35 DEGREES 07 MINUTES 24 SECONDS EAST, A DISTANCE OF 77.75 FEET; THENCE SOUTH 30 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 75.49 FEET; THENCE SOUTH 24 DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 24.53 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 1351.05 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 17 SECONDS EAST, A DISTANCE OF 2610.40 FEET; THENCE NORTH 39 DEGREES 27 MINUTES 34 SECONDS EAST, A DISTANCE OF **916.27** FEET; THENCE NORTH 70 DEGREES 07 MINUTES 54 SECONDS EAST, A DISTANCE OF 277.29 FEET; THENCE NORTH 69 DEGREES 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 264.29 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 42 SECONDS EAST, A DISTANCE OF 126.72 FEET; THENCE NORTH 55 DEGREES 58 MINUTES 30 SECONDS EAST, A DISTANCE OF 158.09 FEET; THENCE NORTH 07 DEGREES 41 MINUTES 10 SECONDS WEST, A DISTANCE OF 105.64 FEET; THENCE NORTH 16 DEGREES 36 MINUTES 35 SECONDS EAST, A DISTANCE OF 119.08 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 31 SECONDS EAST, A DISTANCE OF 885.00 FEET; THENCE NORTH 02 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 1300.31 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 23 SECONDS EAST, A DISTANCE OF 1380.75 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 5300.89 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, AND THENCE SOUTH 02 DEGREES 42 MINUTES 48 SECONDS WEST, A DISTANCE OF 179.50 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 12

SECONDS EAST, A DISTANCE OF 163.60 FEET; THENCE SOUTH 86 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 72.50 FEET; THENCE SOUTH 10 DEGREES 36 MINUTES 45 SECONDS WEST, A DISTANCE OF 422.00 FEET; THENCE SOUTH 41 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 87.00 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 04 SECONDS WEST, A DISTANCE OF 153.66 FEET TO THE POINT OF BEGINNING;THENCE NORTH 68 DEGREES 41 MINUTES 02 SECONDS EAST, A DISTANCE OF 32.70 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 04 SECONDS WEST, A DISTANCE OF **3,022.46** FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 42 SECONDS WEST, A DISTANCE OF **1,600.28** FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 53 SECONDS WEST, A DISTANCE OF **1,199.88** FEET; THENCE SOUTH 02 DEGREES **28** MINUTES **01** SECONDS WEST, A DISTANCE OF **317.43** FEET; THENCE SOUTH 69 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF **195.71** FEET; THENCE SOUTH 70 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 39.66 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 48 SECONDS EAST, A DISTANCE OF 6,105.29 FEET; THENCE NORTH 52 DEGREES 09 MINUTES 50 SECONDS EAST, A DISTANCE OF 140.82 FEET; THENCE NORTH 68 DEGREES 41 MINUTES 02 SECONDS EAST, A DISTANCE OF 57.72 FEET TO THE POINT OF BEGINNING. CONTAINING 30.04 ACRES MORE OR LESS.

PARCEL "B":

A PARCEL OF LAND LYING AND BEING IN SECTION(S) 27, 28, 29, 32, 33, 34, 35, TOWNSHIP 1 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA, THENCE SOUTH 87 DEGREES 42 MINUTES 27 SECONDS EAST, A DISTANCE OF 30.00 FEET; TO THE POINT OF BEGINNING: THENCE SOUTH 87 DEGREES 42 MINUTES 27 SECONDS EAST, A DISTANCE OF 5244.42 FEET; THENCE SOUTH 01 DEGREES 35 MINUTES 33 SECONDS WEST, A DISTANCE OF 2038.02 FEET; THENCE SOUTH 84 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 1372.74 FEET; THENCE SOUTH 86 DEGREES 04 MINUTES 17 SECONDS EAST, A DISTANCE OF 1132.13 FEET; THENCE SOUTH 12 DEGREES 34 MINUTES 08 SECONDS EAST, A DISTANCE OF 530.62 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1449.98 FEET; THENCE SOUTH 20 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 198.26 FEET; THENCE SOUTH 24 DEGREES 58 MINUTES 03 SECONDS WEST, A DISTANCE OF 165.98 FEET; THENCE SOUTH 53 DEGREES 28 MINUTES 36 SECONDS WEST, A DISTANCE OF 252.83 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 51 SECONDS WEST, A DISTANCE OF 158.45 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 15 SECONDS EAST, A DISTANCE OF 566.08 FEET; THENCE SOUTH 88 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 231.96 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 26 SECONDS WEST, A DISTANCE OF 1902.23 FEET; THENCE SOUTH 70 DEGREES 34 MINUTES 42 SECONDS WEST, A DISTANCE OF 46.01 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 23 SECONDS WEST, A DISTANCE OF 89.91 FEET; THENCE SOUTH 73 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 109.03 FEET; THENCE NORTH 80 DEGREES 59 MINUTES 23 SECONDS WEST, A DISTANCE OF 133.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 154.57 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 127.43 FEET; THENCE NORTH 74 DEGREES 53 MINUTES 26 SECONDS WEST, A DISTANCE OF 80.05 FEET; THENCE NORTH 27 DEGREES 40 MINUTES 12 SECONDS WEST, A DISTANCE OF 49.48 FEET; THENCE NORTH 85 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 25.15 FEET; THENCE NORTH 83 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 37.83 FEET; THENCE NORTH 03 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 35.53 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 45 SECONDS WEST, A DISTANCE OF 47.24 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 54 SECONDS WEST, A DISTANCE OF 71.10 FEET; THENCE NORTH 81 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 80.35 FEET; THENCE SOUTH 62 DEGREES 52 MINUTES 27 SECONDS WEST, A DISTANCE OF 91.53 FEET; THENCE SOUTH 52 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 81.86 FEET; THENCE SOUTH 29 DEGREES 04 MINUTES 46 SECONDS WEST, A DISTANCE OF 85.95 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 41.73 FEET; THENCE SOUTH 75 DEGREES 32 MINUTES 38 SECONDS EAST, A DISTANCE OF 66.87 FEET; THENCE SOUTH 84 DEGREES 33 MINUTES 55

SECONDS EAST, A DISTANCE OF 88.12 FEET; THENCE SOUTH 32 DEGREES 22 MINUTES 25
SECONDS EAST, A DISTANCE OF 74.12 FEET; THENCE SOUTH 37 DEGREES 54 MINUTES 12
SECONDS WEST, A DISTANCE OF 47.60 FEET; THENCE SOUTH 34 DEGREES 04 MINUTES 23
SECONDS WEST, A DISTANCE OF 93.21 FEET; THENCE SOUTH 21 DEGREES 49 MINUTES 18
SECONDS WEST, A DISTANCE OF 56.19 FEET; THENCE NORTH 74 DEGREES 04 MINUTES 12
SECONDS WEST, A DISTANCE OF 30.41 FEET; THENCE NORTH 16 DEGREES 12 MINUTES 18
SECONDS WEST, A DISTANCE OF 67.36 FEET; THENCE NORTH 40 DEGREES 13 MINUTES 19
SECONDS WEST, A DISTANCE OF 78.85 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 56
SECONDS WEST, A DISTANCE OF 58.61 FEET; THENCE SOUTH 86 DEGREES 06 MINUTES 58
SECONDS WEST, A DISTANCE OF 84.41 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 04
SECONDS WEST, A DISTANCE OF 82.64 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 23
SECONDS WEST, A DISTANCE OF 134.91 FEET; THENCE SOUTH 65 DEGREES 25 MINUTES 55
SECONDS WEST, A DISTANCE OF 53.04 FEET; THENCE SOUTH 29 DEGREES 25 MINUTES 15
SECONDS WEST, A DISTANCE OF 66.58 FEET; THENCE SOUTH 12 DEGREES 17 MINUTES 33
SECONDS EAST, A DISTANCE OF 39.02 FEET; THENCE SOUTH 14 DEGREES 26 MINUTES 05
SECONDS EAST, A DISTANCE OF 85.53 FEET; THENCE SOUTH 11 DEGREES 19 MINUTES 16
SECONDS EAST, A DISTANCE OF 96.54 FEET; THENCE SOUTH 23 DEGREES 59 MINUTES 03
SECONDS EAST, A DISTANCE OF 116.56 FEET; THENCE SOUTH 70 DEGREES 13 MINUTES 11
SECONDS EAST, A DISTANCE OF 62.94 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 18
SECONDS EAST, A DISTANCE OF 42.34 FEET; THENCE SOUTH 06 DEGREES 20 MINUTES 46
SECONDS WEST, A DISTANCE OF 21.43 FEET; THENCE SOUTH 55 DEGREES 31 MINUTES 07
SECONDS WEST, A DISTANCE OF 45.98 FEET; THENCE SOUTH 75 DEGREES 32 MINUTES 38
SECONDS WEST, A DISTANCE OF 75.84 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00
SECONDS WEST, A DISTANCE OF 101.87 FEET; THENCE SOUTH 79 DEGREES 28 MINUTES 17
SECONDS WEST, A DISTANCE OF 103.61 FEET; THENCE SOUTH 55 DEGREES 35 MINUTES 18
SECONDS WEST, A DISTANCE OF 100.51 FEET; THENCE SOUTH 33 DEGREES 03 MINUTES 02
SECONDS WEST, A DISTANCE OF 112.94 FEET; THENCE SOUTH 24 DEGREES 53 MINUTES 09
SECONDS WEST, A DISTANCE OF 106.96 FEET; THENCE SOUTH 36 DEGREES 53 MINUTES 53
SECONDS WEST, A DISTANCE OF 47.35 FEET; THENCE SOUTH 83 DEGREES 17 MINUTES 48
SECONDS WEST, A DISTANCE OF 40.55 FEET; THENCE NORTH 58 DEGREES 45 MINUTES 44
SECONDS WEST, A DISTANCE OF 77.58 FEET; THENCE NORTH 23 DEGREES 13 MINUTES 11
SECONDS WEST, A DISTANCE OF 54.08 FEET; THENCE NORTH 26 DEGREES 35 MINUTES 18
SECONDS EAST, A DISTANCE OF 47.64 FEET; THENCE NORTH 13 DEGREES 31 MINUTES 23
SECONDS WEST, A DISTANCE OF 76.52 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 32
SECONDS WEST, A DISTANCE OF 77.30 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 15
SECONDS WEST, A DISTANCE OF 73.48 FEET; THENCE SOUTH 85 DEGREES 36 MINUTES 21
SECONDS WEST, A DISTANCE OF 92.67 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 28
SECONDS WEST, A DISTANCE OF 113.74 FEET; THENCE SOUTH 75 DEGREES 28 MINUTES 47
SECONDS WEST, A DISTANCE OF 132.15 FEET; THENCE SOUTH 81 DEGREES 10 MINUTES 01
SECONDS WEST, A DISTANCE OF 107.89 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 39
SECONDS WEST, A DISTANCE OF 90.06 FEET; THENCE NORTH 79 DEGREES 34 MINUTES 22
SECONDS WEST, A DISTANCE OF 91.54 FEET; THENCE NORTH 68 DEGREES 51 MINUTES 30
SECONDS WEST, A DISTANCE OF 78.74 FEET; THENCE NORTH 38 DEGREES 41 MINUTES 18
SECONDS WEST, A DISTANCE OF 90.96 FEET; THENCE NORTH 36 DEGREES 53 MINUTES 53
SECONDS WEST, A DISTANCE OF 94.70 FEET; THENCE NORTH 09 DEGREES 28 MINUTES 19
SECONDS WEST, A DISTANCE OF 115.17 FEET; THENCE NORTH 47 DEGREES 09 MINUTES 01
SECONDS EAST, A DISTANCE OF 45.24 FEET; THENCE SOUTH 64 DEGREES 12 MINUTES 07
SECONDS EAST, A DISTANCE OF 81.57 FEET; THENCE SOUTH 66 DEGREES 03 MINUTES 33
SECONDS EAST, A DISTANCE OF 93.31 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 58
SECONDS EAST, A DISTANCE OF 78.21 FEET; THENCE NORTH 51 DEGREES 44 MINUTES 17
SECONDS EAST, A DISTANCE OF 57.33 FEET; THENCE NORTH 16 DEGREES 42 MINUTES 55
SECONDS EAST, A DISTANCE OF 74.13 FEET; THENCE NORTH 16 DEGREES 24 MINUTES 19
SECONDS WEST, A DISTANCE OF 83.88 FEET; THENCE NORTH 09 DEGREES 05 MINUTES 57
SECONDS WEST, A DISTANCE OF 59.92 FEET; THENCE NORTH 09 DEGREES 28 MINUTES 19
SECONDS WEST, A DISTANCE OF 86.38 FEET; THENCE NORTH 20 DEGREES 52 MINUTES 25
SECONDS WEST, A DISTANCE OF 53.19 FEET; THENCE NORTH 54 DEGREES 11 MINUTES 24

SECONDS WEST, A DISTANCE OF 52.58 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00
SECONDS WEST, A DISTANCE OF 71.07 FEET; THENCE SOUTH 71 DEGREES 05 MINUTES 36
SECONDS WEST, A DISTANCE OF 87.65 FEET; THENCE SOUTH 50 DEGREES 28 MINUTES 08
SECONDS WEST, A DISTANCE OF 70.65 FEET; THENCE SOUTH 61 DEGREES 17 MINUTES 05
SECONDS WEST, A DISTANCE OF 83.74 FEET; THENCE SOUTH 51 DEGREES 22 MINUTES 08
SECONDS WEST, A DISTANCE OF 90.98 FEET; THENCE SOUTH 51 DEGREES 22 MINUTES 07
SECONDS WEST, A DISTANCE OF 106.14 FEET; THENCE SOUTH 60 DEGREES 44 MINUTES 01
SECONDS WEST, A DISTANCE OF 111.34 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 29
SECONDS WEST, A DISTANCE OF 130.25 FEET; THENCE SOUTH 24 DEGREES 57 MINUTES 02
SECONDS WEST, A DISTANCE OF 133.08 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 18
SECONDS WEST, A DISTANCE OF 52.93 FEET; THENCE SOUTH 54 DEGREES 16 MINUTES 26
SECONDS WEST, A DISTANCE OF 72.96 FEET; THENCE NORTH 75 DEGREES 58 MINUTES 39
SECONDS WEST, A DISTANCE OF 58.60 FEET; THENCE NORTH 29 DEGREES 04 MINUTES 45
SECONDS WEST, A DISTANCE OF 73.12 FEET; THENCE NORTH 26 DEGREES 35 MINUTES 18
SECONDS WEST, A DISTANCE OF 111.15 FEET; THENCE NORTH 17 DEGREES 43 MINUTES 03
SECONDS WEST, A DISTANCE OF 116.77 FEET; THENCE NORTH 15 DEGREES 57 MINUTES 39
SECONDS EAST, A DISTANCE OF 34.46 FEET; THENCE NORTH 59 DEGREES 03 MINUTES 43
SECONDS EAST, A DISTANCE OF 41.43 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 30
SECONDS EAST, A DISTANCE OF 42.37 FEET; THENCE SOUTH 47 DEGREES 45 MINUTES 20
SECONDS EAST, A DISTANCE OF 35.20 FEET; THENCE NORTH 48 DEGREES 12 MINUTES 32
SECONDS EAST, A DISTANCE OF 60.37 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 31
SECONDS EAST, A DISTANCE OF 69.15 FEET; THENCE NORTH 03 DEGREES 05 MINUTES 50
SECONDS EAST, A DISTANCE OF 87.69 FEET; THENCE NORTH 43 DEGREES 41 MINUTES 49
SECONDS WEST, A DISTANCE OF 72.01 FEET; THENCE NORTH 59 DEGREES 22 MINUTES 30
SECONDS WEST, A DISTANCE OF 74.33 FEET; THENCE NORTH 59 DEGREES 53 MINUTES 02
SECONDS WEST, A DISTANCE OF 84.90 FEET; THENCE NORTH 51 DEGREES 02 MINUTES 15
SECONDS WEST, A DISTANCE OF 63.98 FEET; THENCE NORTH 58 DEGREES 47 MINUTES 12
SECONDS WEST, A DISTANCE OF 168.97 FEET; THENCE NORTH 56 DEGREES 00 MINUTES 28
SECONDS WEST, A DISTANCE OF 114.29 FEET; THENCE NORTH 79 DEGREES 34 MINUTES 22
SECONDS WEST, A DISTANCE OF 91.54 FEET; THENCE NORTH 79 DEGREES 50 MINUTES 05
SECONDS WEST, A DISTANCE OF 93.87 FEET; THENCE NORTH 80 DEGREES 44 MINUTES 12
SECONDS WEST, A DISTANCE OF 117.62 FEET; THENCE SOUTH 72 DEGREES 00 MINUTES 47
SECONDS WEST, A DISTANCE OF 99.63 FEET; THENCE SOUTH 61 DEGREES 43 MINUTES 25
SECONDS WEST, A DISTANCE OF 104.91 FEET; THENCE SOUTH 58 DEGREES 25 MINUTES 07
SECONDS WEST, A DISTANCE OF 72.30 FEET; THENCE SOUTH 51 DEGREES 36 MINUTES 37
SECONDS WEST, A DISTANCE OF 87.65 FEET; THENCE SOUTH 37 DEGREES 46 MINUTES 30
SECONDS WEST, A DISTANCE OF 92.82 FEET; THENCE SOUTH 40 DEGREES 37 MINUTES 49
SECONDS WEST, A DISTANCE OF 65.49 FEET; THENCE SOUTH 64 DEGREES 54 MINUTES 27
SECONDS WEST, A DISTANCE OF 83.71 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 58
SECONDS WEST, A DISTANCE OF 92.42 FEET; THENCE NORTH 58 DEGREES 01 MINUTES 15
SECONDS WEST, A DISTANCE OF 67.03 FEET; THENCE NORTH 51 DEGREES 52 MINUTES 16
SECONDS WEST, A DISTANCE OF 84.33 FEET; THENCE NORTH 39 DEGREES 41 MINUTES 48
SECONDS WEST, A DISTANCE OF 126.11 FEET; THENCE NORTH 50 DEGREES 20 MINUTES 35
SECONDS WEST, A DISTANCE OF 53.00 FEET; THENCE NORTH 35 DEGREES 21 MINUTES 20
SECONDS WEST, A DISTANCE OF 248.10 FEET; THENCE NORTH 40 DEGREES 27 MINUTES 23
SECONDS WEST, A DISTANCE OF 14.35 FEET; THENCE NORTH 43 DEGREES 23 MINUTES 33
SECONDS WEST, A DISTANCE OF 58.62 FEET; THENCE NORTH 37 DEGREES 46 MINUTES 30
SECONDS WEST, A DISTANCE OF 92.82 FEET; THENCE NORTH 59 DEGREES 17 MINUTES 24
SECONDS WEST, A DISTANCE OF 101.95 FEET; THENCE NORTH 71 DEGREES 34 MINUTES 57
SECONDS WEST, A DISTANCE OF 82.40 FEET; THENCE NORTH 81 DEGREES 02 MINUTES 11
SECONDS WEST, A DISTANCE OF 91.14 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 12
SECONDS WEST, A DISTANCE OF 87.69 FEET; THENCE SOUTH 61 DEGREES 31 MINUTES 44
SECONDS WEST, A DISTANCE OF 94.33 FEET; THENCE SOUTH 47 DEGREES 53 MINUTES 29
SECONDS WEST, A DISTANCE OF 67.06 FEET; THENCE SOUTH 20 DEGREES 34 MINUTES 31
SECONDS WEST, A DISTANCE OF 80.89 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 18
SECONDS WEST, A DISTANCE OF 74.10 FEET; THENCE SOUTH 51 DEGREES 02 MINUTES 15

SECONDS WEST, A DISTANCE OF 63.98 FEET; THENCE SOUTH 56 DEGREES 52 MINUTES 47
SECONDS WEST, A DISTANCE OF 138.60 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 28
SECONDS WEST, A DISTANCE OF 101.89 FEET; THENCE SOUTH 73 DEGREES 05 MINUTES 20
SECONDS WEST, A DISTANCE OF 113.90 FEET; THENCE SOUTH 83 DEGREES 11 MINUTES 52
SECONDS WEST, A DISTANCE OF 159.85 FEET; THENCE NORTH 83 DEGREES 13 MINUTES 05
SECONDS WEST, A DISTANCE OF 100.20 FEET; THENCE NORTH 53 DEGREES 52 MINUTES 10
SECONDS WEST, A DISTANCE OF 76.26 FEET; THENCE NORTH 64 DEGREES 37 MINUTES 09
SECONDS WEST, A DISTANCE OF 116.67 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 18
SECONDS WEST, A DISTANCE OF 77.16 FEET; THENCE NORTH 60 DEGREES 29 MINUTES 11
SECONDS WEST, A DISTANCE OF 81.67 FEET; THENCE NORTH 66 DEGREES 49 MINUTES 21
SECONDS WEST, A DISTANCE OF 90.20 FEET; THENCE NORTH 58 DEGREES 35 MINUTES 47
SECONDS WEST, A DISTANCE OF 99.92 FEET; THENCE NORTH 70 DEGREES 50 MINUTES 21
SECONDS WEST, A DISTANCE OF 115.37 FEET; THENCE NORTH 76 DEGREES 20 MINUTES 32
SECONDS WEST, A DISTANCE OF 90.21 FEET; THENCE SOUTH 85 DEGREES 36 MINUTES 21
SECONDS WEST, A DISTANCE OF 123.55 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 43
SECONDS WEST, A DISTANCE OF 87.61 FEET; THENCE SOUTH 66 DEGREES 03 MINUTES 33
SECONDS WEST, A DISTANCE OF 116.64 FEET; THENCE SOUTH 67 DEGREES 05 MINUTES 20
SECONDS WEST, A DISTANCE OF 133.74 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 30
SECONDS WEST, A DISTANCE OF 116.52 FEET; THENCE SOUTH 76 DEGREES 39 MINUTES 52
SECONDS WEST, A DISTANCE OF 143.65 FEET; THENCE SOUTH 80 DEGREES 11 MINUTES 26
SECONDS WEST, A DISTANCE OF 125.02 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 53
SECONDS WEST, A DISTANCE OF 92.14 FEET; THENCE SOUTH 78 DEGREES 25 MINUTES 09
SECONDS WEST, A DISTANCE OF 94.31 FEET; THENCE SOUTH 67 DEGREES 38 MINUTES 26
SECONDS WEST, A DISTANCE OF 130.64 FEET; THENCE SOUTH 72 DEGREES 16 MINUTES 20
SECONDS WEST, A DISTANCE OF 124.36 FEET; THENCE SOUTH 69 DEGREES 27 MINUTES 47
SECONDS WEST, A DISTANCE OF 101.19 FEET; THENCE SOUTH 68 DEGREES 13 MINUTES 08
SECONDS WEST, A DISTANCE OF 89.29 FEET; THENCE SOUTH 65 DEGREES 14 MINUTES 49
SECONDS WEST, A DISTANCE OF 135.65 FEET; THENCE SOUTH 66 DEGREES 35 MINUTES 33
SECONDS WEST, A DISTANCE OF 154.89 FEET; THENCE SOUTH 66 DEGREES 03 MINUTES 11
SECONDS WEST, A DISTANCE OF 159.85 FEET; THENCE SOUTH 74 DEGREES 38 MINUTES 19
SECONDS WEST, A DISTANCE OF 98.27 FEET; THENCE SOUTH 73 DEGREES 03 MINUTES 00
SECONDS WEST, A DISTANCE OF 146.12 FEET; THENCE SOUTH 69 DEGREES 09 MINUTES 54
SECONDS WEST, A DISTANCE OF 106.46 FEET; THENCE SOUTH 59 DEGREES 17 MINUTES 24
SECONDS WEST, A DISTANCE OF 101.95 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 30
SECONDS WEST, A DISTANCE OF 105.93 FEET; THENCE SOUTH 49 DEGREES 03 MINUTES 26
SECONDS WEST, A DISTANCE OF 119.18 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 45
SECONDS WEST, A DISTANCE OF 110.51 FEET; THENCE SOUTH 64 DEGREES 34 MINUTES 09
SECONDS WEST, A DISTANCE OF 77.03 FEET; THENCE NORTH 85 DEGREES 02 MINUTES 07
SECONDS WEST, A DISTANCE OF 109.39 FEET; THENCE NORTH 69 DEGREES 47 MINUTES 39
SECONDS WEST, A DISTANCE OF 95.93 FEET; THENCE NORTH 54 DEGREES 16 MINUTES 26
SECONDS WEST, A DISTANCE OF 72.96 FEET; THENCE NORTH 58 DEGREES 43 MINUTES 58
SECONDS WEST, A DISTANCE OF 141.35 FEET; THENCE NORTH 70 DEGREES 13 MINUTES 11
SECONDS WEST, A DISTANCE OF 62.94 FEET; THENCE NORTH 75 DEGREES 58 MINUTES 39
SECONDS WEST, A DISTANCE OF 87.91 FEET; THENCE NORTH 66 DEGREES 59 MINUTES 44
SECONDS WEST, A DISTANCE OF 102.95 FEET; THENCE NORTH 79 DEGREES 42 MINUTES 20
SECONDS WEST, A DISTANCE OF 132.43 FEET; THENCE NORTH 86 DEGREES 38 MINUTES 13
SECONDS WEST, A DISTANCE OF 80.69 FEET; THENCE NORTH 83 DEGREES 39 MINUTES 59
SECONDS WEST, A DISTANCE OF 107.26 FEET; THENCE SOUTH 83 DEGREES 56 MINUTES 01
SECONDS WEST, A DISTANCE OF 111.97 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 52
SECONDS WEST, A DISTANCE OF 80.96 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 17
SECONDS WEST, A DISTANCE OF 632.34 FEET; THENCE NORTH 39 DEGREES 27 MINUTES 34
SECONDS EAST, A DISTANCE OF 849.98 FEET; THENCE NORTH 70 DEGREES 07 MINUTES 54
SECONDS EAST, A DISTANCE OF 261.41 FEET; THENCE NORTH 69 DEGREES 02 MINUTES 27
SECONDS EAST, A DISTANCE OF 276.84 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 42
SECONDS EAST, A DISTANCE OF 133.71 FEET; THENCE NORTH 55 DEGREES 58 MINUTES 30
SECONDS EAST, A DISTANCE OF 190.34 FEET; THENCE NORTH 07 DEGREES 41 MINUTES 10

SECONDS WEST, A DISTANCE OF 129.97 FEET; THENCE NORTH 16 DEGREES 36 MINUTES 35 SECONDS EAST, A DISTANCE OF 60.88 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 31 SECONDS EAST, A DISTANCE OF 898.05 FEET; THENCE NORTH 02 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 1300.36 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 23 SECONDS EAST, A DISTANCE OF 1381.59 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 5359.17 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION TWENTY-EIGHT, TOWNSHIP ONE SOUTH, RANGE EIGHTEEN WEST AND THENCE SOUTH 02 DEGREES 42 MINUTES 48 SECONDS WEST, A DISTANCE OF 179.50 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 12 SECONDS EAST, A DISTANCE OF 163.60 FEET; THENCE SOUTH 86 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 72.50 FEET; THENCE SOUTH 10 DEGREES 36 MINUTES 45 SECONDS WEST, A DISTANCE OF 422.00 FEET; THENCE SOUTH 41 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 87.00 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 04 SECONDS WEST, A DISTANCE OF 153.66 FEET; THENCE NORTH 68 DEGREES 41 MINUTES 02 SECONDS EAST, A DISTANCE OF 32.70 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 04 SECONDS WEST, A DISTANCE OF **3,022.46** FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 42 SECONDS WEST, A DISTANCE OF **1,600.28** FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 53 SECONDS WEST, A DISTANCE OF **1,199.88** FEET; THENCE SOUTH 02 DEGREES **28** MINUTES **01** SECONDS WEST, A DISTANCE OF **382.82** FEET TO THE POINT OF BEGINNING: THENCE SOUTH 03 DEGREES 54 MINUTES 49 SECONDS WEST, A DISTANCE OF 785.29 FEET; THENCE NORTH 83 DEGREES 39 MINUTES 59 SECONDS WEST, A DISTANCE OF 71.22 FEET; THENCE SOUTH 83 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 111.97 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 52 SECONDS WEST, A DISTANCE OF 19.19 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 48 SECONDS EAST, A DISTANCE OF 711.08 FEET; THENCE NORTH 70 DEGREES 07 MINUTES 54 SECONDS EAST, A DISTANCE OF 65.18 FEET; THENCE NORTH 69 DEGREES 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 170.29 FEET TO THE POINT OF BEGINNING. CONTAINING 3.53 ACRES MORE OR LESS.

TOGETHER WITH A 40 FOOT INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS:

A 40 FOOT INGRESS AND EGRESS EASEMENT LYING IN SECTION 22, TOWNSHIP 1 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 18 WEST AND THENCE NORTH 87 DEGREES 42 MINUTES 27 SECONDS WEST, ALONG THE NORTH LINE OF SECTION 28, A DISTANCE OF 20.00 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 630.95 FEET MORE OR LESS; THENCE SOUTH 88 DEGREES 30 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 631.51 FEET MORE OR LESS TO SAID NORTH LINE OF SECTION 28; THENCE NORTH 87 DEGREES 42 MINUTES 27 SECONDS WEST, ALONG SAID NORTH LINE OF SECTION 28, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 3

LISTED AND RARE SPECIES

(Total 1 page)

Rare and listed wildlife species known to occur or likely to occur on the Nokuse Plantation Wetlands Mitigation Bank. Walton County, Florida.

Known Species

Gopher tortoise - *Gopherus polyphemus*	State Threatened
American alligator – *Alligator mississippiensis*	State SSC
Florida Pine Snake – *Pituophis melanoleucus*	State SSC
Eastern diamondback rattlesnake – *Crotalus adamanteus*	FNAI G4/S3
Snowy egret - *Egretta thula*	State SSC
Little blue heron - *Egretta caerulea*	State SSC
Tricolored heron - *Egretta tricolor*	State SSC
White ibis – *Eudocimus albus*	State SSC
Bald Eagle – *Haliaeetus leucocephalus*	State Threatened
Mountain Laurel – *Kalmia latifolia*	State Threatened
Ashe's Magnolia – *Magnolia ashei*	State Threatened
Florida Flame Azalea – *Rhododendron austrinum*	State Endangered
White-top Pitcherplant – *Sarracenia leucophylla*	State Endangered
Sweet Pitcherplant – *Sarracenia rubra*	State Endangered

Potential Species

Pine barrens treefrog – *Hyla andersonii*	State SSC
Alligator snapping turtle – *Macrochelys temminckii*	State SSC
Flatwoods salamander – *Ambystoma cingulatum*	Fed. Threatened/State SSC
Four-toed salamander – *Hemidactylium scutatum*	FNAI G5/S2
Southern dusky salamander – *Desmognathus auriculatus*	FNAI G5/S3
Florida Black Bear – *Ursus americanus floridanus*	State Threatened
Gulf Sturgeon – *Acipenser oxyrinchus desotoi*	Fed. Threatened/State SSC
Pine-woods Bluestem – *Andropogon arctatus*	State Threatened
Curtiss' Sandgrass – *Calamovilfa curtissi*	State Threatened
Spoon-leaved Sundew – *Drosera intermedia*	State Threatened
Panhandle Spiderlilly – *Hymenocallis henryae*	State Endangered
Panhandle Lill – *Lilium iridollae*	State Endangered
Small-flowered Meadowbeauty - *Rhexia parviflora*	State Endangered
Panhandle Meadowbeauty – *Rhexia salicifolia*	State Threatened

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EXHIBIT 4

SPECIFIC MANAGEMENT UNITS AND ACTIVITIES

(Total 11 pages)

Introduction

The management of the property is defined by roads and natural fire breaks more than community type. Therefore, at the commencement of management activities there are a total of 28 management units defined. Each management unit is also a burn unit. Over the course of implementation, especially timber harvesting and the subsequent vacation of many access trails, these units are anticipated to blend together into successively fewer and larger blocks.

Since the management units represent discrete burn units under the current configuration they contain multiple community types. It is therefore clearer to provide a list of the activities proposed by existing community type and list the management units that contain each community.

The approximate size of each of the 28 management units is provided below along with indication of the existing community types present.

Management Unit	Acres[1] (approx.)	FLUCCS Represented
1	7.0	412, 610
2	7.5	412, 610, 625
3	47.5	412, 610
4	29.0	412, 610
5	12.0	412
6	54.0	412
7	31.5	412, 441, 610
8	377.5	412, 441, 613
9	95.0	441 (upland), 441 (wetland), 610
10	195.0	441 (upland), 441 (wetland), 610, 613
11	41.5	412, 441 (upland), 441 (wetland), 610
12	126.0	441 (upland), 441 (wetland), 610, 613
13	125.0	441 (upland), 441 (wetland), 610, 611, 613
14	13.5	441 (upland), 441 (wetland), 610
15	9.5	441 (upland), 441 (wetland), 610
16	12.5	441 (upland), 441 (wetland), 610
17	71.0	441 (wetland), 610, 613
18	40.0	441 (upland), 441 (wetland), 610, 613
19	38.0	441 (upland), 441 (wetland), 610, 613
20	35.0	441 (upland), 441 (wetland), 610
21	14.5	441 (upland), 441 (wetland), 610
22	159.0	441 (upland), 441 (wetland), 610, 613
23	35.0	441 (upland), 441 (wetland), 610
24	75.0	441 (upland), 441 (wetland), 610, 613
25	83.0	441 (upland), 441 (wetland), 610
26	163.0	441 (upland), 441 (wetland), 610, 613
27	142.0	441 (upland), 441 (wetland), 610, 613
28	180.0	441 (upland), 441 (wetland), 610, 613

412 – Longleaf Pine/Oak
441 – Pine Plantation (both upland and wetland)
610 – Wetland Hardwood Forests
611 – Bay Swamps
613 – Gum Swamps
625 – Hydric Pine Flatwoods

[1] These acreages are estimates only.

MANAGEMENT TASKS

FLUCCS 412 Longleaf Pine and Oak (enhancement and maintenance)

1. Prescribed fire on 2-4 year variable average; weighted towards growing season burns.
2. Thinning of pine trees as necessary to achieve success.
3. Monitoring for exotic and nuisance species, and treatment as necessary to achieve both interim and final success criteria. These species are to include those Category I and II invasive/exotic plant species as established by the Florida Exotic Pest Plant Council at http://www.fleppc.org (see end).
4. Control unauthorized access; maintain signage; maintain gates.
5. Implement feral hog management program.

FLUCCS 441 Hydric Pine Plantation (conversion to Hydric Flatwoods - restoration)

1. Prescribed fire on 2-4 year variable average; weighted towards growing season burns.
2. Thinning of silvicultural pines to no more than 75 trees/acre (Exhibit 7).
3. Vacation of timber roads. After pine removal activities have been completed within the wetland and upland pine plantation, and no longer than 3 years after permit issuance, approximately 7.3 acres of existing access roads within wetlands will be vacated and restored as necessary. This will involve an inspection of each road to determine the specifics requirements for restoration, and will consist, at a minimum, of the grading of elevated portions of roads into the adjacent borrow ditches, removal of fill/culverts from floodplain crossings, and the filling of vehicular ruts. This plan for restoration will be submitted to the MBRT in advance of work on each segment. In addition to the above roads, the plan will also include any and all areas that have been negatively impacted by the timber removal activities. It is anticipated that even though sivlicultural BMPs are utilized, some restoration will be needed. Typical plan and cross-section views are provided herein as Figure A.
4. Monitoring for exotic and nuisance species, and treatment as necessary to achieve both interim and final success criteria.
5. Recontouring of pine beds based upon needs assessment completed after pine harvesting. The criteria to be evaluated to determine if these actions are warranted include an assessment of the potential for drainage through the furrows, the degree of coverage by fire adapted native herbaceous species, and the height of the bedding. If drainage is deemed to be occurring, minor grading and/or the construction of shallow fill blocks will be completed, regardless of the degree of herbaceous cover or amount of vertical displacement for the bedding. In areas where herbaceous cover is absent, the pine beds may be bladed by heavy equipment perpendicular to the beds in a manner that excavates elevated ridges and fills depressions. The degree of this restoration will be based upon the assessment of the Qualified Mitigation Specialist (QMS). Typical plan and cross-sectional views are provided herein as Figure B.
6. Herbaceous Ground Cover Augmentation. Subsequent to pine reduction and two (2) prescribed fires, but no later than 5 years from issuance of permit, the herbaceous ground cover will be reviewed for determining percent cover of fire dependent herbaceous species. If this density is less than 36%, then the Ground Cover Restoration protocol provided in Exhibit 8 will be implemented.
7. Implement feral hog management program.
8. Control unauthorized access; maintain signage; maintain gates.
9. Installation of ditch plugs as needed. Typical plan and cross-sectional views are provided herein as Figure C.

FLUCCS 441 Upland Pine Plantation (conversion to Mesic Flatwoods - restoration)

1. Prescribed fire on 2-4 year variable average; weighted towards growing season burns.
2. Thinning of silvicultural pines to no more than 100 trees/acre.
3. Vacation of timber roads.

4. Monitoring for exotic and nuisance species, and treatment as necessary to achieve both interim and final success criteria.
5. After the reduction of offsite pines, but no later than 6 years after permit issuance, 100 longleaf pine seedlings/acre will be planted over approximately 574.89 acres (57,489 seedlings).
6. Implement feral hog management program.
7. Control unauthorized access: maintain signage; maintain gates.

FLUCCS 610 Wetland Hardwood Forests (enhancement and maintenance)

1. Monitoring for exotic and nuisance species. and treatment as necessary to achieve both interim and final success criteria.
2. Prescribed fire will be ignited in adjacent wetland and upland communities and allowed to burn into the wetlands provided there is no threat of crown fires or organic muck fires.
3. Mechanical cutting of the transitional zones may be implemented at the discretion of the QMS if such activities would be beneficial to community diversity and/or the prevention of a crown fire in the hardwood wetlands.
4. Implement feral hog management program.
5. Control unauthorized access; maintain signage; maintain gates.
6. Installation of railcar bridges. Typical plan and cross-sectional view drawings are provided in Figure D.

FLUCCS 611 Bay Swamps/Baygall (enhancement and maintenance)

1. Monitoring for exotic and nuisance species, and treatment as necessary to achieve both interim and final success criteria.
2. Prescribed fire will be ignited in adjacent wetland and upland communities and allowed to burn into the wetlands provided there is no threat of crown fires or organic muck fires.
3. Mechanical cutting of the transitional zones may be implemented at the discretion of the QMS if such activities would be beneficial to community diversity and/or the prevention of a crown fire in the hardwood wetlands.
4. Implement feral hog management program.
5. Control unauthorized access; maintain signage; maintain gates.

FLUCCS 613 Gum Swamps/Depressional Wetlands (restoration and maintenance)

1. Prescribed fire on 2-4 year variable average; weighted towards growing season burns.
2. Within the approximate 56 acres of pine plantation surrounding the depressional wetlands, the pine trees will be reduced to a density of no more than 35 trees/acre.
3. Within the depressional wetlands the density of pines shall be reduced to no more than 15 trees/acre. This reduction will be completed either by hand cutting and felling in place, or girdling and left standing to minimize impacts.
4. Within 2 years of permit issuance, the pine beds within the approximate 70.4 acres of Wet Flatwoods that surround Depressional Wetlands will be recontoured. This will be accomplished by blading with heavy equipment perpendicular to the beds in a manner that excavates elevated ridges and fills depressions on a minimum of 100' intervals. These activities may continue into the interior of the Depressional Wetlands if deemed prudent by the QMS.
5. The subcanopy coverage of woody shrub material (d.b.h. <4"), including slash pine, gallberry, fetterbush and titi, will be reduced by mechanical cutting within approximately 81.8 acres encompassing the Depressional Wetlands (gum swamps) and a 100' zone surrounding the depressions within 1 year of permit issuance.

6. Within 1 year of the pine removal, brush reduction and recontouring, the Ground Cover Restoration protocol provided in Exhibit 8 will be implemented.
7. Vacation of timber roads. After pine removal activities have been completed within the wetland and upland pine plantation, and no longer than 3 years after permit issuance, approximately 7.3 acres of existing access roads within wetlands will be vacated and restored as necessary. This will involve an inspection of each road to determine the specifics requirements for restoration, and will consist, at a minimum, of the grading of elevated portions of roads into the adjacent borrow ditches, removal of fill/culverts from floodplain crossings, and the filling of vehicular ruts. This plan for restoration will be submitted to the MBRT in advance of work on each segment. In addition to the above roads, the plan will also include any and all areas that have been negatively impacted by the timber removal activities. It is anticipated that even though sivlicultural BMPs are utilized, some restoration will be needed.
8. Monitoring for exotic and nuisance species, and treatment as necessary to achieve both interim and final success criteria.
9. Implement feral hog management program.
10. Control unauthorized access; maintain signage; maintain gates.

FLUCCS 625 Hydric Flatwoods (enhancement and maintenance)

1. Prescribed fire on 2-4 year variable average; weighted towards growing season burns.
2. Thinning of pine trees as necessary to achieve success.
3. Monitoring for exotic and nuisance species, and treatment as necessary to achieve both interim and final success criteria.
4. Control unauthorized access; maintain signage; maintain gates.
5. Implement feral hog management program.
6. Control unauthorized access; maintain signage; maintain gates.

SUCCESS CRITERIA

Interim Success

Credits will be released whenever representative inspection and monitoring data provided in Annual Reports indicate that:

a. There is less than 1% exotic vegetation cover per acre.
b. Preservation areas are maintaining or improving in function.
c. Target pine density in the Mesic Flatwoods, Sandhill, Wet Flatwoods, Wet Prairie and Depressional Wetlands is maintained.
d. Prescribed burns have been conducted in accordance with the season and schedule described in the MBI;
e. The project is in compliance with this permit.
f. For the 1st interim success period, there is at least 35% cover by herbaceous species within wet flatwoods community and ditch blocks and railcar bridges have been installed.
g. For the 2nd interim success period, there is at least 40% cover by herbaceous species -with wet flatwoods community, and all hydrologic enhancements have been completed and stabilized.
h. For the 3rd interim success period, there is at least 45% cover by herbaceous species with wet flatwoods community.
i. For the 4th interim success period, there is at least 50% cover by herbaceous species and at least two prescribed fires within wet flatwoods community.

Final Success

The goal of the mitigation is to convert, enhance or preserve the existing communities shown in Figure 10 of the MBI into the target communities shown in Figure 11. The bank shall be deemed successful when all of the following criteria, in addition to the community descriptions, have been met for a period of at least one full year without intervention in the form of eradication of undesirable vegetation, pine harvesting or replanting of desirable vegetation.

a. **Entire Site.** Invasive exotic species cover is less than 1% cover in any one acre.

b. **Uplands – Mesic Flatwoods and Sandhill.**
   1. Slash and loblolly pines with a d.b.h. ≥ 4" represent less than 100 trees/acre on average over all uplands.
   2. A minimum of 50 longleaf pine subcanopy and/or canopy trees/acre, but no more than 150 planted longleaf/acre, are represented on average over all the uplands.
   3. Fire-adapted, native herbaceous species are of adequate cover/density to carry a prescribed fire over an average of at least 70% of the upland communities.
   4. Subcanopy shrub (>1" and <4" d.b.h.) cover/density is less than 35% on average over all uplands as determined by a combination of density and coverage estimates.
   5. Gopher tortoise burrows average a minimum of 1.0 burrow per acre over the approximate 500 acres suitable for burrow habitat.

c. **Wet Flatwoods.**
   1. Canopy pines with a d.b.h. ≥ 4" represent less than 75 trees/acre on average.
   2. Gallberry, yaupon, wax myrtle, fetterbush, titi and other woody shrubs shall be no taller than the coppice sprouts that could have arisen from root crowns following the most recent successful fire.– Areas dominated by woody shrubs (i.e. areas with shrubs averaging 1.5 meters in height and a collective canopy

cover/density of over 50%) shall be limited to random spots of 1 ac. Or less where fire did not burn and shall represent an insignificant feature in this community type.

3. The average cover/density of herbaceous groundcover (including graminoids, forbs and ferns) shall be 70% or greater, with no one monitoring quadrat having less than 50% cover/density, and the collective cover of *Andropogon spp.* (except *A. liebmannii)* shall not exceed 25% cover/density in any one quadrat.
4. Prescribed fire routinely carries over a minimum of 70% of the community type after each burn. The exception to this would be for extremely wet years in which a burn was implemented to comply with the maximum burn intervals stated in the permit even though the conditions were not ideal from a hydrologic standpoint.
5. There is an average of at least 40 species typical of healthy wet flatwoods and prairies such as those listed in (Exhibit 13). Other species may be added to the list with the consent of the MBRT.
6. Evidence of flowering by heliophytic plant speices.

d. **Wet Prairie.**

1. Canopy pines with a d.b.h. ≥ 4" represent less than 35 trees/acre on average.
2. Gallberry, yaupon, wax myrtle, fetterbush, titi and other woody shrubs shall be no taller than the coppice sprouts that could have arisen from root crowns following the most recent successful fire. Areas dominated by woody shrubs (i.e. areas with shrubs averaging 1.5 meters in height and a collective canopy cover/density of over 50%) shall be limited to random spots of 1 ac. Or less where fire did not burn and shall represent an insignificant feature in this community type.
3. The average cover/density of herbaceous groundcover (including graminoids, forbs and ferns) shall be 70% or greater, with no one monitoring quadrat having less than 50% cover/density, and the collective cover/density of *Andropogon spp.* (except *A. liebmannii)* shall not exceed 25% in any one quadrat.
4. Prescribed fire routinely carries over a minimum of 70% of the community type after each burn. The exception to this would be for extremely wet years in which a burn was implemented to comply with the maximum burn intervals stated in the permit even though the conditions were not ideal from a hydrologic standpoint.
5. There is an average of at least 40 species typical of healthy wet flatwoods and prairies such as those listed in (Exhibit 13). Other species may be added to the list with the consent of the MBRT.
6. Evidence of flowering by heliophytic plant speices.

e. **Depressional Wetlands and 100' Buffer Surrounding These Wetlands.**

1. Canopy pines with a d.b.h. ≥ 4" represent less than 15 trees/acre on average within the Depressional Wetlands and less 35 trees/acre on average within the surrounding 100' buffer.
2. Subcanopy shrub (>1" and <4" d.b.h.) cover/density within the buffer and into the edge of the Depressional Wetlands is less than 20% on average.
3. The average cover/density of herbaceous groundcover (including graminoids, forbs and ferns) shall be 70% or greater within the buffer surrounding the depressional wetlands including the transitional zones to these depressions, with no one monitoring quadrat having less than 50% cover/density, and the collective

cover/density of *Andropogon spp.* (except *A. liebmannii)* shall not exceed 25% in any one quadrat.

4. Prescribed fire routinely carries over a minimum of 70% of the community type after each burn. The exception to this would be for extremely wet years in which a burn was implemented to comply with the maximum burn intervals stated in the permit even though the conditions were not ideal from a hydrologic standpoint.
5. There is an average of at least 40 species typical of healthy wet flatwoods and prairies such as those listed in (Exhibit 13) in the areas surrounding the depressional wetlands. Other species may be added to the list with the consent of the MBRT.

f. **Mixed Hardwood Forest and Baygall.**

1. Inspections shall indicated that conditions are not exhibiting signs of degradation or impact from exotic species or access.
2. Management is appropriate to ensure that plants are reproducing naturally, either by normal, healthy vegetative spread (in ways that would be normal for each wetland species) or though seedling establishment, growth and survival.

g. **Fill-Road Vacation Areas.**

1. Non vegetated open water area in stream crossings shall be less than 20%.
2. All slopes are stabilized.
3. Restored/abandoned areas shall not be substantially distinct topographically from the surrounding undisturbed areas.
4. Recruitment of native vegetation is demonstrated.
5. Ditch Blocks are in place, stabilized, and successfully eliminating water flow through or around the block.

MONITORING

The monitoring plan for the Nokuse Plantation Mitigation Bank shall include a combination of quantitative. qualitative monitoring and fixed point photography. Monitoring will include:

1. Qualitative Random Pedestrian Transects
2. Quantitative Assessments Pine Density.
3. Permanent Quantitative Transects of Herbaceous and Shrub Densities.
4. Fixed Point/Fixed Perspective Photographic Stations.

Qualitative Pedestrian Transect

The goal of the Qualitative Pedestrian Transect is to provide the maximum amount of qualitative information over the largest variable area to document the success of the restoration and management activities. A Qualitative Assessment will have the following components:

1. Twelve (12) meandering ~ 1,500 linear foot transects completed annually during October and November.
2. The transects will be randomly located at the start of monitoring in the following proportions:
   a. Four (4) within Wet Flatwoods.
   b. One (1) covering Depressional Wetlands and the surrounding Wet Flatwoods.
   c. One (1) within Wet Prairie.
   d. Two (2) along the perimeter of Mixed Forested Hardwoods/Baygall.
   e. Two (2) within Mesic Flatwoods.
3. Once selected the starting points of each will be GPS located and permanently marked with rebar and pvc poles. A general compass heading will be established for each transect that will be followed in subsequent monitoring events. Figure E shows the location of the transects.
4. Transects will provide comments on listed species, nuisance species, health and reproductive status of vegetation, cover estimates, dominant species, recruitment of new species, hydrologic condition, fuel loads and general condition with respect to target community type.
5. Locations of nuisance species and listed species observed will be GPS located and mapped.
6. For estimates of burn coverage, observations along the entire transect will be used.
7. For estimates concerning herbaceous cover, three (3) random points will be selected prior to commencement and herbaceous cover will be estimated based upon the cover classifications in the attached monitoring form. The area inspected will be approximately 3 m^2.
8. For estimates concerning shrub cover, the same three (3) points selected above will be used to estimate cover based upon the classifications in the attached monitoring form. The area inspected will be approximately 4m^2. Shrubs are to include all woody material greater than 1' in height.
9. Each transect will be accompanied by a data sheet (see below).
10. The purpose of the qualitative information is to provide a visual monitoring of the events over a prolonged period. Sites will be evaluated as to how representative they are of the community being measured, and the degree to which the site is attaining community success. Potential problems and appropriate solutions will be identified.

Qualitative Monitoring Form

Management Unit: _____

Community Type: _____

Date of Transect: _____

Person Completing Monitoring: _____

General Condition of Community Type:

Approximate Coverage of Most Recent Burn:
____ 0-35% _____36-70% _____71-90% _____90%+

Species Present:

Dominant Species:

Exotics Present:

Approximate Herbaceous Ground Cover at Three (3) Random Points along Transect:
Point 1
____<1% ____1-10% ____11-35% _____ 36-50% _____ 51-75% ____ 76-90% >_____90%
Point 2
_____<1% ____1-10% _____11-35% _____36-50% ____ 51-75%_____ 76-90% >_____90%
Point 3
_____<1% ____ 1-10% _____11-35% ____36-50% ____ 51-75%_____ 76-90% > ____90%

Approximate Shrub Cover at Three (3) Random Points along Transect:
Point 1
_____<1% ____1-10% ____ 11-35% _____36-50% ____ 51-75%_____ 76-90% >_____90%
Point 2
_____<1% ____ 1-10% _____11-35% ____ 36-50% _____ 51-75%_____ 76-90% > ____90%
Point 3
____<1% ____1-10% _____11-35% ____ 36-50% _____ 51-75%_____ 76-90% > ____90%

Evidence of Flowering By Heliophytic Species: _____YES _____NO

Ecological Functions Being Maintained: _____YES _____NO

Comments:

Permanent Quantitative Quadrants

The Permanent Quantitative Quadrats (PQQ) will be located as proposed in the attached Figure E. and will consist of the following:

1. Permanently marked and GPS located 200 x 100 foot quadrat.
2. Nine (9) quadrats within Wet Flatwoods, two (2) quadrats within Wet Prairie, two (2) quadrats with Mesic Flatwoods, and one (1) quadrat within Sandhill.
3. Quadrats will be located to the greatest degree possible to cover a uniform representation of the community being sampled (ie. transitional zones between communities will be avoided).
4. Counting the number of canopy pines, by species, with a d.b.h. greater than 4".
5. Counting the number of subcanopy pines, by species, with a d.b.h. between 1" and 4".
6. List of exotic or nuisance species in overall quadrat and estimation of % cover.
7. List of all species within overall quadrat.
8. Within each quadrat, ten (10) randomly selected and permanently located 1 meter squared sub-quadrats to determine herbaceous cover and shrub cover. Percent cover will be determined for the following categories:
    a. Graminoid
    b. Herbaceous
    c. Woody/Shrub
    d. Wiregrass
    e. Individual Species of Interest

    The interval ranges for cover shall be as follows:

Class	Range of Cover (%)	Mean
6	91-100	95.5
5	76-90	83.0
4	51-75	63.0
3	36-50	43.0
2	11-35	23.0
1	1-10	5.5
0	<1%	0.5

9. List of species in each sub-quadrat.
10. List of exotic or nuisance species in each sub-quadrat.
11. Documentation of listed species within overall quadrat.
12. Sampling will be completed between October and November of any given year, to the greatest extent feasible.
13. The boundary of each 200 x 100 foot quadrat will also be used to establish a line-intercept sampling program. The frequency of review will be 3 foot intervals and will be used to demonstrate density to be compared to the estimates of cover generated in the individual sub-quadrats. Recording shall be by species.

Herbaceous/Shrub Transects

Four (4) transects will be established that assess restoration surrounding the Gum Swamps and adjacent communities. The transects will be a minimum of 100' and will be permanently marked with rebar and pvc.

The following data will be collected along the transects:

- Frequency of herbaceous species within a 3' belt.
- Percent cover of herbaceous species within a 3' belt.

- Frequency of subcanopy species within a 3' belt.
- Percent cover of subcanopy species within a 3' belt.
- Frequency of canopy species within a 20' belt.
- Cover of canopy species within a 20' belt.

Permanent Photo Points

Permanent photographic points will be established as follows:

1. Two opposite corners of each permanent 100 x 200 ft. quadrat, collected annually.
2. Aerially (to the greatest degree possible) of each 1 m subquadrat, collected annually.
3. The beginning and end of each transect, collected annually.
4. Twenty (20) additional locations showing landscape conditions using permanent orientation and perspective that are outside of the above. These stations will be conveniently located along trails and access and will be sampled quarterly.

EXHIBIT 5

FIRE MANAGEMENT PLAN

(Total 5 pages)

Prescribed fire will be the primary long-term management tool employed at the Bank. Recent information suggests that the best control of woody species occurred with frequent burns. As a result, the goal will be to return fire to the individual management units as soon as possible - 1 to 3 years. Of course, fire is weather dependent and it may need to be postponed if there are severe conditions, therefore, we have established a maximum 4 year return interval.

Burns will be completed to the greatest extent possible during the growing season April – September; however, burns in the period of October – March will also be completed to ensure the most frequent burn regime as fuel conditions will allow. Given the bulk of the surrounding properties are also under some type of conservation management, there are not expected to be any long-term restrictions to the application of fire within the various management units.

The following specifics are provided:

1. A prescription will be completed for each burn unit immediately prior to the anticipated burn date.
2. All prescription and burning activities will be completed by a Certified Prescribed Fire Manager.
3. Burning authorization will be requested only if the predicted weather conditions are within the specific prescription parameters, unless deemed appropriate by the Certified Prescribed Fire Manager.
4. When attempting to maximize seed production in a donor management unit, burning will be completed primarily May through August to allow the seed opportunity to mature for a fall/winter harvest.
5. Prescribed fires will be allowed to burn into the hardwood wetlands (both connected and isolated) to the maximum degree possible given the hydrology at the time of the scheduled burn. In extremely dry periods, fire may be prevented from entering connected wetlands for the fear of generating an organic/peat fire.

Prescription Parameters

Parameter	Low	High
Temperature	50°	95°
Relative Humidity	40%	85%
Wind Direction	Any	N/A
Wind Speed (20 ft. forecast)	3 mph	20 mph
Transport Wind	9 mph	20 mph
Transport Wind Direction	Any	N/A
Mixing Height	1,700	6,500
Day Time Dispersion Index	30	70
KKBDI	200	700

A sample burn prescription follows.

PRESCRIBED BURNING PLAN

Nokuse Mitigation Bank Management Area _____

Forestry District: Chipola Authorization Number:

Landowner: MC Davis

Address: 11490 Emerald Coast Parkway, Suite 300, Miramar Beach, FL 32550 Telephone Number: (850)424-3240 ext:

- LOCATION -

County: Walton	Section	Township	Range
	28, 29, 32, 33	1 S	18 W

Latitude			Longitude		
Deg:	Min:	Sec:	Deg:	Min:	Sec:

Acres to Burn: 300 Distance to Plow: 4 miles Previous Burn Date: 6/9/03

Stand Description:Wet flatwoods and mesic flatwoods. Mostly herbaceous fuels, 30% shrub cover; 10% pine/oak cover

Overstory Type: Pine, oak, some black titi Understory Type: pine, oak, gallberry, titi Height to Bottom of Crown: 35' to pine crown

Fuel Description: mostly grasses and herbs. Fuel Model: 2 Topography and Soil:

Purpose of the Burn: ecological burn/wiregrass seeding Burn Objectives: maximum coverage; shrub reduction;

Firing Techniques & Ignition Methods: backing, followed by strip head fires.

Personnel Needs: 3 burners, 2 spotters Equipment Needs: 5 radios, 3 dt, 2 4x4 ORV, weather gear, axe, flappers, first aid kit,

Maximum Crown Scorch Acceptable: 50 Passed Smoke Screening System: ☐ YES ☐ NO

List Possible Smoke-Sensitive Areas: Possible smoke sensitive buffer area to the south. Use a south, southeastern or southwester wind to minimize. See attached map.

Special Precautions: KBDI < 650; < 10 DAYS SINCE LAST RAIN

Adjacent Landowners to Notify: Miller Family

WEATHER FACTORS	PREFERRED	ACTUAL
Surface Winds	SW, S, SE	
Transport Winds	SW, S, SE > 4mi/hr.	
Minimum Mixing Height	1,700 FT	
Dispersion Index (DAY)	30-75	
Dispersion Index (NIGHT)	NA	
Maximum Temperature	95	
Minimum Relative Humidity	40%	
Fine Fuel Moisture	>6%	
Rate of Spread		
Starting Time	9:00	
Burn Technique	backing; strip head	
Flame Length	<15	

MONITORING & EVALUATION PROCEDURES

PRE-BURN	BURN	POST BURN

Days Since Rain: **Date Burned:** **Distance Plowed:**

BURN CHECK LIST

FIRE BOSS: Check each item to indicate compliance.

- ☐ All prescription requisites met (preparation and day of burn).
- ☐ Authorization obtained.
- ☐ Adjacent landowners notified within past seven days of plan to burn.
- ☐ Local contacts made day of burn to advise (FHP, SO, Fire Dept., media, etc.)
- ☐ Smoke screening performed and documented.
- ☐ All equipment required on scene and fully operational.
- ☐ Each crew member has proper personal gear and clothing.
- ☐ Low Visibility Risk Index checked.
- ☐ Smoke on the Highway signs in place, if needed.
- ☐ Test burn performed and fire behavior within expectations.

CREW BRIEFING

- ☐ Objectives of burn.
- ☐ Exact area of burn.
- ☐ Hazards discussed (volatile fuels, spotting potential, weak points in perimeter lines, terrain features, etc.).
- ☐ Crew Assignments made.
- ☐ Ignition technique and pattern. Holding method(s).
- ☐ Location of extra equipment, fuel, water, vehicle keys.
- ☐ Authority and communications.
- ☐ Contingencies covered including escape routes or procedures.
- ☐ Sources of nearest assistance. Nearest phone and emergency numbers.
- ☐ Special instructions regarding smoke management, contact with the public and others.
- ☐ Questions.
- ☐ Crew members given opportunity to decline participation (is there anything that is going to prevent full physical performance?).

Prescription Done by: **Certification Number:**

Title: **Date:**

CERTIFIED BURN MANAGER SIGNATURE:

Within 14 days following each prescribed fire, a post-burn review of each affected management unit will be completed. This will consist of pedestrian transect along the perimeter of each during which the following information will be collected:

- Estimate of percent cover of the burn over the unit.
- Initial estimate of the percentage top kill of hardwoods, as appropriate.
- Amount of penetration of the burn into long-frequency communities. such as hardwoods and baygall.
- General comments and conditions.
- Representative photographs.

These data will be collected on a post-burn monitoring form (see below) and archived in a log book concerning the fire management program to be maintained by the QMS. A summary of these events will be included in the monitoring reports submitted to the Department.

Post Burn Monitoring

Management Unit:_____

Date Burned:_____ Successful Burn ___ Yes ___ No

Burn Boss:_____

Date of Follow-up Inspection:_____

Inspected By:_____

1. Estimate the effective percent cover of the burn.

2. Estimate percentage top kill of woody material.

3. If fire is adjacent to hardwoods, did it penetrate into those systems? ___ Yes ___ No

4. Herbaceous material exhibiting "greening up". ____ Yes ____ No

5. Do any problem areas exist? ____ Yes ____ No
If Yes, please explain:

6. Any fire containment issues? ____ Yes ____ No
If Yes, please explain:

7. General Observations (attach photographs):

Prepared By:_____
Name Signature Date

EXHIBIT 6

FERAL HOG MANAGEMENT PLAN

(Total 1 page)

The feral hog management plan consists of two major tactics. The first is the active hunting of feral hogs throughout all of Nokuse Plantation, including the Bank site. Although not open to the general public, Nokuse Plantation has an approved hunt club that is allowed to remove hog by any means from the property. In addition, Nokuse Plantation and the Bank will implement a baiting and trapping program to augment the direct hunting.

Traps are routinely set along game trails or in areas where hog damage of the groundcover has been observed. Traps are baited and inspected regularly with all hogs captured removed from site.

There is no limit to the number of hogs that can be removed from Nokuse Plantation through either of these methods.

EXHIBIT 7

PINE THINNING PLAN

(Total 1 page)

A major management tool for the Bank includes the removal of offsite slash pine and loblolly pine that has either been planted for production purposes by previous landowners, or has been allowed to increase in density to unacceptable levels because of fire suppression. The pine thinning operations at the Bank will conform to the following specific guidelines:

1. All thinning operations designed to remove planted will involve trees of merchantable size so that, at a minimum, the thinning operations pay for themselves.
2. Thinning will predominately completed by commercial loggers under the direct supervision of the Bank.
3. Loggers will minimize the number of staging areas and will to the greatest degree possible stage in upland communities.
4. All sensitive areas, including those areas that have substantial wiregrass coverage or harbor identified listed species, will be specifically marked in advance of logging to ensure that no heavy equipment traverses these zones.
5. When operating in areas of previous pine bedding, the loggers will attempt to skid the trees transverse to the beds to minimize their impact to ultimate restoration goals.
6. Pine thinning will generally leave no more than 100 pine trees/acres (with a d.b.h. greater than 4 inches) in all upland communities, and no more than 75 pine trees/acre in the wetland communities.
7. It is acknowledged that initially in the wetlands a higher percentage of pines may need to be retained to provide fuel for prescribed fire management in the interim until suitable ground cover has been established.
8. All staging areas will be piled and burned to remove logging slash.

EXHIBIT 8

GROUND COVER RESTORATION

(Total 2 pages)

Ground cover restoration will consists of a varied approach depending upon availability of seeds and the specific site conditions. When possible, the Bank proposes to utilize direct seeding from material collected onsite. When this is not possible, the Bank may select to plant plugs either grown from onsite material or from a commercial provider.

Direct Seeding

In order to utilize the direct seeding approach, there must me a viable onsite source of suitable seed. The Bank proposes to utilize the higher quality areas on the western portion of the bank to generate seed for further restoration activities (Attachment A). The following protocol will be adopted:

1. Prescribed fire in donor sites will be completed to the greatest degree possible in July and August to maximize seed production[1].
2. Donor sites will be utilized for 2 collection schedules, and then will be provided a period in which burning will be completed but seed will not be removed. This "regeneration interval" will consist of at least one prescribed fire.
3. Seed will be collected in December following the burn predominately through the use of Flail-Vac Seed Stripper[2].
4. Seed will be dried under cover for a minimum of 7 days before being transferred to paper bag containers for later distribution.
5. Seed will be "cleaned" of stalks and debris to the greatest extent possible to prevent complications in the sowing aspect of the project.
6. Seed will be separated into "upland collected seed" and "wetland collected seed" to the greatest degree feasible.
7. Prior to seed sowing, the area will be prepared to accept the seed by the removal of woody debris and the scarification of the soils.
8. Only areas that are predominately devoid of wiregrass and other native groundcover will be targeted for direct seeding restoration given the need to "prepare" the soil.
9. Sowing of the seeds will be completed with a Grasslander hauled with a tractor. This provides not only for seed distribution, but also provides rollers to increase the seed-soil contact, and thereby increase the germination rates.
10. Sowing will be completed in late winter following seed collection.
11. A portion of the seed collected will be reserved for a Bank greenhouse to generate plugs of wiregrass and other species.

Planting

In those areas where there is spotty native ground cover that would benefit from augmentation, but would not lend themselves to the intensive preparation needed for direct seeding, the planting of plugs will be potentially utilized. The following protocol will be adopted for plug installation.

---

[1] Outcalt, KW. 1994. Seed Production of Wiregrass in Central Florida Following Growing Season Prescribed Burns. *Int. J. Wildland Fire 4(1)* 123-125.

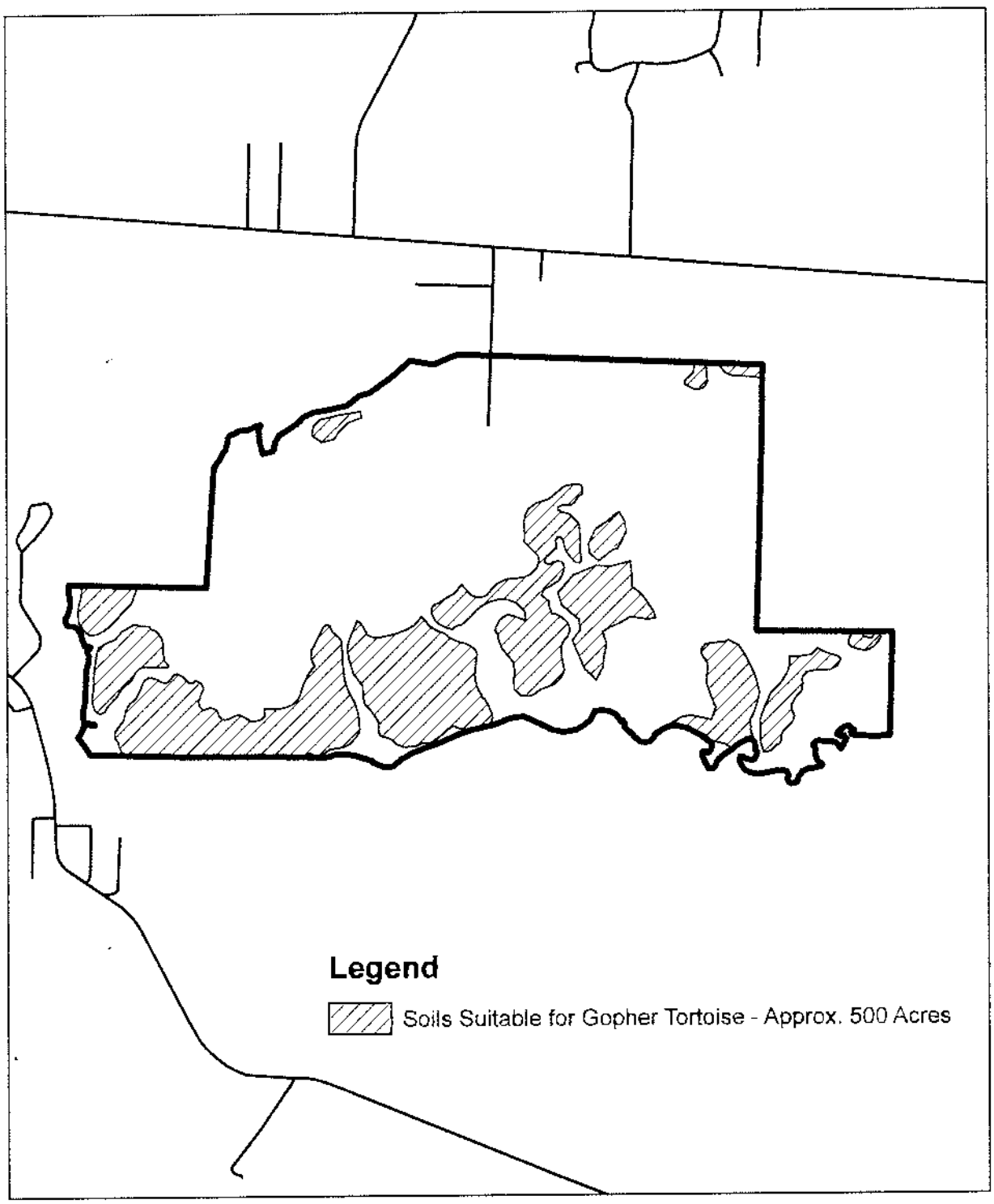
[2] A Flail-Vac collection system attached to the front of an all-terrain vehicle was determined by The Nature Conservancy at the Apalachicola Bluffs and Ravines Preserve in Liberty County to provide the best seed collection results.

1. Plugs shall preferable be grown from native seed collected on Nokuse Plantation or from a local source within 100 miles of the Bank.
2. Plugs will be established in early summer after the resumption of a typical summer rain pattern to minimize the shock of planting.
3. Plugs will be established in the summer following the last prescribed fire in the management unit.
4. Plugs will generally be cluster planted on 1' centers to maximize the amount of blade overlap occurring within the first three years of growth.
5. Since this is only an augmentation method and not designed for denuded areas, it is anticipated that the greatest density required will be 1,000 plugs/acre.

EXHIBIT 9

SOILS SUITABLE FOR GOPHER TORTOISE

(Total 1 page)



Bosso, Dentzau & Imhof, Inc.
1882 Log Ridge Trail
Tallahassee, FL 32312
850-893-7238

EXHIBIT 9

EXHIBIT 10

CONSTRUCTION AND LONG-TERM MANAGEMENT COSTS

(Total 2 pages)

Table 1 - Costs of implementation through anticipated success of the Bank.

Year	Activity	Cost (dollars)
0	Baseline vegetation monitoring	20,000.00
0-10	Annual security monitoring ($1,000/yr)	10,000.00
0-10	Quarterly reportion; includes review of ecological progress	25,000.00
0-10	Exotic control	25,000.00
0-10	Onsite seed collection ($3,500/event)	10,500.00
2/3	Onsite seeding (plugging and seeding) ($8,000/event)	24,000.00
1/2	First prescribed fire	20,500.00
0-2	Pine removal	0.00
1	Brush reduction	8,200.00
1	Vegetation monitoring	20,000.00
2	Recontouring of pine beds as necessary	10,300.00
2	Installation of railcar bridges	10,000.00
2	Groundcover augmentation surrounding depressional wetlands	24,500.00
2	Vegetation monitoring	15,000.00
3	Removal of fill roads	18,500.00
3	Vegetation monitoring	20,000.00
4	Vegetation monitoring	20,000.00
5	Second prescribed fire	20,500.00
5	Vegetation monitoring	20,000.00
6	Vegetation monitoring	20,000.00
7	Vegetation monitoring	20,000.00
8	Vegetation monitoring	20,000.00
8	Third prescribed fire	20,500.00
9	Vegetation monitoring	20,000.00
10	Vegetation monitoring	20,000.00
	TOTAL	**442,500.00**

Table 2 – Costs associated with long-term management of the Bank.

Activity	Frequency	Annual Cost(dollars)
Prescribed Fire Management	2.5 years	16,000.00
Patrolling/Inspection/Status Letters	0.25 years	500.00
Repairs/Treatment /Contingency	1.0 years	3,000.00
Annual Expenditure		19,500.00
110% Annual Expenditure		21,450.00
Minimal Principal Needed		**357,500.00**

EXHIBIT 11

FINANCIAL DOCUMENTS

(Total 30 pages)

STATE OF FLORIDA

MITIGATION BANK STANDBY TRUST FUND AGREEMENT
TO DEMONSTRATE PERPETUAL MANAGEMENT FINANCIAL ASSURANCE

THIS TRUST AGREEMENT (the "Agreement") entered into as of December 22, 2010 by and Between M.C. Davis, as Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006 ("Grantor"), and Capital City Trust Company (the "Trustee").

WHEREAS, Grantor is the owner of certain real property in Walton County, Florida, and has received from the State of Florida Department of Environmental Protection (the "Department") that certain permit number 0283695-001 (the "Permit") and has received from the United States Army Corps of Engineers ("Corps") that certain Mitigation Banking Instrument number SAJ-2007-2663 (the "Federal MBI"); and

WHEREAS, the Permit and Federal MBI authorize the construction implementation and perpetual management of the Nokuse Plantation Mitigation Bank ("NPMB"); and

WHEREAS, the Department and Corps have established certain regulations applicable to Grantor, which require Grantor to provide assurance that funds will be available when needed for corrective action if Grantor fails to demonstrate perpetual management; and

WHEREAS, the Permit and the Federal MBI requirements for the perpetual management of the NPMB overlap but are not identical; and

WHEREAS, Grantor has elected to establish an Irrevocable Letter of Credit to provide all or part of such financial assurance for the NPMB identified herein and is required to establish a standby trust fund able to accept payments from that instrument; and

WHEREAS, Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means M.C. Davis, as Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006, who enters into this Agreement and any successors or assigns of M.C. Davis, as Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006.

(b) The term "Trustee" means Capital City Trust Company, the trustee who enters into this Agreement and any successor trustee.

(c) The term "Department" means the State of Florida Department of Environmental Protection or any successor thereof.

(d) The term "Investment Obligations" means:

(i) United States of America Treasury and Federal agency securities or other obligations issued or unconditionally guaranteed as to principal and interest by the United States of America, in each case with maturities of not more than one year from the date acquired;

(ii) Demand deposits, certificates of deposit, bankers acceptances and time deposits of any bank organized or licensed to conduct a banking business under the laws of the United States of America or any state thereof having capital, surplus and undivided profits of not less than $100,000,000, and whose deposits are insured by the Federal Deposit Insurance Corporation or any successor thereof;

(iii) Securities of entities incorporated under the laws of the United States of America or any State thereof commonly known as "commercial paper" that at the time of purchase have been rated and the ratings for which are not less than "P1" if rated by Moody's Investors Services, Inc., and not less than "A1" if rated by Standard and Poor's Corporation, in each case with maturities of not more than one year from the date acquired;

(iv) State or local government securities, which debt obligations at the time of purchase are rated investment grade by one or more nationally recognized rating agencies, in each case with maturities of not more than one year from the date acquired;

(v) Repurchase obligations with any banking or financial institution described in clause (ii) above which are fully collateralized at all times by any of the foregoing obligations;

(vi) Corporate fixed income securities whose ratings at the time of purchase are rated not less than "A-" if rated by Standard and Poor's Corporation and "A3" if rated by Moody's Investors Services, Inc. in each case with maturities of not more than one year from the date acquired; and

(vii) Investments in any one or more professionally managed money market funds generally regarded as investment grade with a portfolio size of not less than $100,000,000.

(e) The term "Corps" means the United States Department of Defense, Army Corps of Engineers (Jacksonville District, Regulatory Division), or any successor thereof.

(f) The term "Permit" means the Florida Department of Environmental Protection permit, and all conditions and modifications thereof, for the construction, implementation and perpetual management of the NPMB.

(g) The term "Federal MBI" means the U.S. Army Corps of Engineers Mitigation Banking Instrument and all conditions and modifications thereof for the construction, implementation and perpetual management of the NPMB.

(h) The term "Corps Representative" shall mean the Corps' District Engineer (Jacksonville District, Regulatory Division).

(i) The term "Department Representative" shall mean the Department's Secretary or designee.

Section 2. Identification of Cost Estimates. This Agreement pertains to the cost estimate for perpetual management of the NPMB identified in the Permit, and as updated from time to time in accordance with the Permit.

Section 3. Standby Trust. This trust shall remain dormant until funded with the proceeds from the letter of credit identified in Attachment "A" hereto (the "Letter of Credit"). The Trustee shall have no duties or responsibilities beyond safekeeping this Agreement. Upon funding this trust shall become active and be administered pursuant to the terms of this Agreement.

Section 4. Establishment of Fund. Grantor and the Trustee hereby establish a trust fund (the Fund), for the benefit of the Department. Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as a standby to receive payments and shall not consist of any property. Payments made by Grantor pursuant to the Department's or the Corps' instructions are transferred to the Trustee and referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST for the benefit of the Department, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from Grantor, any payments necessary to discharge any liabilities of Grantor established by the Department or the Corps.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee and shall consist initially of proceeds from the Letter of Credit. After the initial deposit of principal into the Fund, Grantor shall increase the principal if so required by the Department's permit, the Corps permit or the Federal MBI.

Section 6. Payment for Undertaking Perpetual Management Activities. The Trustee shall make payments from the Fund as follows to provide for the payment of the costs of undertaking activities to provide for the perpetual management of NPMB covered by this Agreement pursuant to the requirements of the Permit. With the written consent of the Secretary of the Department, or the Secretary's designee, the Trustee shall reimburse persons as directed in writing by the Grantor or the Department or the Corps Representative from the income from the Fund for perpetual management expenditures. The Trustee shall not make any payments from the principal of the Fund without proof of thirty (30) days written notice to the Grantor and Corps Representative and written consent from the Secretary of the Department or Director of the Division of Water Resource Management. In addition, the Trustee shall refund to the Grantor such amounts as the Department specifies in writing as unnecessary or excessive corpus for purposes of the trust. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

The Fund may not be drawn upon to cover any of the following:

(a) Any obligation of Grantor under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

(b) Bodily injury to an employee of Grantor arising from, and in the course of employment by Grantor;

(c) Bodily injury or non-realty property damage arising from the ownership, maintenance, use, or entrustment to others by Grantor of any aircraft, motor vehicle, or watercraft;

(d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Grantor that is not the direct result of the construction and implementation of the NPMB; or

(e) Bodily injury or property damage for which Grantor is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Section 7. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund in one or more Investment Obligations and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(a) Securities or other obligations of Grantor, or any other owner or operator of the NPMB, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a state government;

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a state government; and

(c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 8. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 9. Express Power of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or a State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 10. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 11. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to Grantor and to the Department a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of Grantor or the Department to object in writing to the Trustee within 90 days after the statement has been furnished to Grantor and the Department shall constitute a conclusively binding assent by Grantor, barring Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 12. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 13. Trustee Compensation. Grantor shall pay the Trustee any necessary fees for services rendered. Where Grantor is no longer in existence, the Trustee is authorized to charge against the Trust

its published Trust fee schedule in effect at the time services are rendered. However, all Trustee compensation charged against the Trust shall be paid from trust income, unless the Department authorizes in writing payment from the trust principal.

Section 14. Successor Trustee. The Trustee may resign or Grantor may replace the Trustee, but such resignation or replacement shall not be effective until Grantor has appointed a successor Trustee, the successor is approved by the Department, and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason Grantor cannot or does not act in the event of the resignation of the Trustee, the Department may nominate a successor. If the Department does not act, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to Grantor, the Department, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 13.

Section 15. Instructions to the Trustee. All orders, requests, and instructions by Grantor to the Trustee shall be in writing, signed by a representative of Grantor. The Trustee shall be fully protected in acting without inquiry in accordance with Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Department to the Trustee shall be in writing, signed by the Department or the Department's Representative, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of Grantor or the Department, or the Corps hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from Grantor, and/or the Department, and/or the Corps, except as provided for herein.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by Grantor, the Trustee, and the Department, or by the Trustee and the Department if Grantor is administratively or judicially dissolved or otherwise ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of Grantor, the Trustee, and the Department, or by the Trustee and the Department, if Grantor is administratively or judicially dissolved or otherwise ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered pursuant to the written agreement terminating the trust or, where Grantor has ceased to exist, then to the Department. The Corps Representative shall be notified in writing at least 120 days in advance of any termination or revocation of this Agreement.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by Grantor or the Department issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct

in its official capacity, including all expenses reasonably incurred in its defense in the event Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

M.C. DAVIS, AS TRUSTEE OF THE M.C. DAVIS 2006 TRUST, DATED MARCH 15, 2006

By: M C Davis
Name: M.C. DAVIS
Title: TRUSTEE of the MC Davis 2006 Trust, Dated March 15, 2006
Attest:

_____
Title

Seal

_____

By: Richard E. Bass
Name: Richard E. Bass
Title: Vice President, Capital City Trust Company
Attest:

Lucretia S. Williamson
Title Vice President Seal

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 4 day of January, ~~2009~~ 2011, by MC Davis, ~~the _____ of M.C. Davis~~, Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006, on behalf of the trust. Such person did not take an oath and:

✓ is/are personally known to me
_____ produced a current Florida driver's license as identification
_____ produced _____ as identification

April N. Chambless
Signature of Notary

(Notary Seal)

April N. Chambless
Name of Notary (typed, printed or stamped)
Commission number (if not legible on seal) DD0799868
My commission expires: (if not legible on seal) 9-19-12

APRIL N. CHAMBLESS
Comm# DD0799868
Expires 9/19/2012
Florida Notary Assn., Inc

STATE OF Florida
COUNTY OF Gadsden

The foregoing instrument was acknowledged before me this 22nd day of December, ~~2009~~ 2010, by Richard E Bass, the Vice Resident of Capital City Trust Company Bank, on behalf of the corporation. Such person did not take an oath and :

X is/are personally known to me
_____ produced a current Florida driver's license as identification
_____ produced _____ as identification

Mary Alice Tiller
Signature of Notary

(Notary Seal)

_____
Name of Notary (typed, printed or stamped)
Commission number (if not legible on seal)
My commission expires: (if not legible on seal)

MARY ALICE TILLER
Notary Public - State of Florida
My Commission Expires Oct 24, 2011
Commission # DD 718618

ATTACHMENT A

[NAME OF SURETY BOND OR LETTER OF CREDIT]

Capital City Bank

Capital City Bank
P. O. Box 900
Tallahassee, FL 32302

IRREVOCABLE LETTER OF CREDIT FOR PERPETUAL MANAGEMNT

State of Florida Department of Environmental Protection
Office of Submerged lands and Environmental Resources
Division of Water Management
Mail Station 2500
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No.6696112951 in your favor, at the request and for the account of: M.C. DAVIS, AS TRUSTEE OF THE M.C. DAVIS 2006 TRUST, DATED MARCH 15, 2006 ("MCD 2006 Trust"), whose address is 11490 Emerald Coast Parkway, Suite 300, Box 3, Miramar Beach, FL 32550, up to the aggregate amount of Three Hundred Fifty-Seven Thousand Five Hundred and No/100 U.S. dollars ($357,500.00), available upon presentation of

(1) your sight draft, bearing reference to this letter of credit No. 6696112951, and either:

(2) a Certificate issued by the Florida Department of Environmental Protection ("Department") in the form of Certificate I attached hereto and made a part hereof; or

(3) a Certificate issued by the Florida Department of Environmental Protection ("Department") in the form of Certificate II attached hereto and made a part hereof.

This letter of credit may be drawn on to cover perpetual management activities of the Nokuse Plantation Mitigation Bank ("NPMB") Bank as authorized and required by Department permit number 0283695-001 ("Department Permit") as such permit may be amended and including all plans approved by such permit.

This letter of credit may not be drawn on to cover any of the following:

a) Any obligation of MCD 2006 Trust under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

b) Bodily injury to an employee of MCD 2006 Trust arising from, and in the course of employment by MCD 2006 Trust;

c) Bodily injury or non-realty property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;

d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by MCD 2006 Trust that is not the direct result of the construction or implementation of the NPMB pursuant to the Department Permit.

e) Bodily injury or property damage for which MCD 2006 Trust is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This letter of credit is effective as of ***Date of Issuance*** and shall expire one year thereafter but such expiration date shall be automatically extended without amendment for additional periods of one year from the present or future expiration date unless, at least 120 days before an expiration date, we notify both you and MCD 2006 Trust by certified mail or receipted express courier that we have decided not to extend this letter of credit for any such additional period. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and MCD 2006 Trust as shown on the signed return receipts of certified mail or the delivery records of the express courier service.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the ***Mitigation Bank Standby Trust Fund Agreement to Demonstrate Perpetual Management Financial Assurance,*** to benefit the Department in accordance with your instructions.

We certify that the wording of this letter of credit is substantially similar to the wording specified in Form No. 62-342.900(2) which has been adopted by reference in Section 62-342.900, Florida Administrative Code, as such regulations were constituted on the date shown immediately below.

Walter L. McPherson, Community President — Date: 12-22-10

This credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce.

CERTIFICATE I
TO

IRREVOCABLE LETTER OF CREDIT NO. 6696112951

M.C. Davis, As Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006
11490 Emerald Coast Parkway
Suite 300, Box 3
Miramar Beach, FL 32550

Ladies and Gentlemen:

The undersigned _____, the Secretary of the Florida Department of Environmental Protection (the "Department"), hereby certifies to CAPITAL CITY BANK, (the "Bank") and M.C. Davis, As Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006 ("MCD 2006 Trust"), with reference to Irrevocable Letter of Credit No. 6696112951, dated December 22, 2010, (the "Letter of Credit"), issued by the Bank in favor of the Department as follows:

1. The Department has heretofore provided written notice by U.S. Mail to MCD 2006 Trust of the Department's present right to draw upon the Letter of Credit in accordance with the provisions of Department Permit Number #0283695-001 ("Department Permit"),

2. M.C. Davis, As Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006 has failed to comply with the terms and conditions of the Department Permit

Funds paid pursuant to the provisions of the Letter of Credit shall be transferred to _____, as Trustee (the "Trustee") under the certain Mitigation Bank Standby Trust Fund Agreement to Demonstrate Perpetual Management Financial Assurance, dated as of _____, between MCD 2006 Trust and the Trustee for the benefit of the Department in accordance with the following instructions:

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Department as of this _____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:_____
Name:

CERTIFICATE II
TO

_____.

IRREVOCABLE NONTRANSFERABLE STANDBY
LETTER OF CREDIT NO.6696112951

_____

_____

_____

_____M.C. Davis, As Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006
11490 Emerald Coast Parkway
Suite 300, Box 3
Miramar Beach, FL 32550

Ladies and Gentlemen:

The undersigned _____, the Secretary of the Florida Department of Environmental Protection ("the Department"), hereby certifies to CAPITAL CITY BANK (the "Bank"), and M.C. Davis, As Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006 ("MCD 2006 Trust"), with reference to Irrevocable Letter of Credit No. 6696112951, dated December 22, 2010 (the "Letter of Credit"), issued by the Bank in favor of the Department, as follows:

1. The Bank has heretofore provided written notice to the Department and MCD 2006 Trust of the Bank's intent not to renew the Letter of Credit following the present Expiration Date thereof.

2. The Department has provided prior written notice by U.S. Mail to MCD 2006 Trust of the requirement that MCD 2006 Trust provide the Department with substitute Financial Assurance in compliance with the provisions of that certain Mitigation Bank Permit # 0283695-001 (""Department Permit").

3. MCD 2006 Trust has failed to provide the Department with substitute Financial Assurance in compliance with the provisions of the Department Permit within the ninety (90) days of receipt of the notice described in paragraph 1 above.

Funds paid pursuant to the provisions of the Letter of Credit shall be transferred to _____, as Trustee (the "Trustee") under that certain Mitigation Bank Standby Trust Fund Agreement to Demonstrate Financial Assurance for Perpetual Management, dated as of _____, between MCD 2006 Trust and the Trustee for the benefit of the Department, in accordance with the following instructions:

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Department as of this _____ day of _____, 20___.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____ _____
Name:

STATE OF FLORIDA

MITIGATION BANK STANDBY TRUST FUND AGREEMENT TO DEMONSTRATE CONSTRUCTION AND IMPLEMENTATION FINANCIAL ASSURANCE

THIS TRUST AGREEMENT (the "Agreement") entered into as of December 22, 2010 by and between M.C. Davis, as Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006 ("MCD 2006 Trust") ("Grantor"), and Capital City Trust Company (the "Trustee").

WHEREAS, Grantor is the owner of certain real property in Walton County, Florida, and has received from the State of Florida Department of Environmental Protection (the "Department") that certain permit number 0283695-001 (the "Permit") and has received from the United States Army Corps of Engineers ("Corps") that certain Mitigation Banking Instrument number SAJ-2007-2663 (the "Federal MBI"); and

WHEREAS, the Permit and Federal MBI authorize the construction implementation and perpetual management of the Nokuse Plantation Mitigation Bank ("NPMB"); and

WHEREAS, the Department, has established certain regulations applicable to Grantor, which require Grantor to provide assurance that funds will be available when needed for corrective action if Grantor fails to construct and implement the NPMB; and

WHEREAS, the Permit and the Federal MBI requirements for the construction and implementation of the NPMB overlap but are not identical; and

WHEREAS, Grantor has elected to establish an Irrevocable Letter of Credit to provide all or part of such financial assurance for the NPMB identified herein and is required to establish a standby trust fund able to accept payments from that instrument; and

WHEREAS, Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means M.C. Davis, as Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006 who enters into this Agreement and any successors or assigns of M.C. Davis, as Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006.

(b) The term "Trustee" means Capital City Trust Company the trustee who enters into this Agreement and any successor trustee.

(c) The term "Department" means the State of Florida Department of Environmental Protection or any successor thereof.

(d) The term "Investment Obligations" means:

(i) United States of America Treasury and Federal agency securities or other obligations issued or unconditionally guaranteed as to principal and interest by the United States of America, in each case with maturities of not more than one year from the date acquired;

(ii) Demand deposits, certificates of deposit, bankers acceptances and time deposits of any bank organized or licensed to conduct a banking business under the laws of the United States of America or any state thereof having capital, surplus and undivided profits of not less than $100,000,000, and whose deposits are insured by the Federal Deposit Insurance Corporation or any successor thereof;

(iii) Securities of entities incorporated under the laws of the United States of America or any State thereof commonly known as "commercial paper" that at the time of purchase have been rated and the ratings for which are not less than "P1" if rated by Moody's Investors Services, Inc., and not less than "A1" if rated by Standard and Poor's Corporation, in each case with maturities of not more than one year from the date acquired;

(iv) State or local government securities, which debt obligations at the time of purchase are rated investment grade by one or more nationally recognized rating agencies, in each case with maturities of not more than one year from the date acquired;

(v) Repurchase obligations with any banking or financial institution described in clause (ii) above which are fully collateralized at all times by any of the foregoing obligations;

(vi) Corporate fixed income securities whose ratings at the time of purchase are rated not less than "A-" if rated by Standard and Poor's Corporation and "A3" if rated by Moody's Investors Services, Inc. in each case with maturities of not more than one year from the date acquired; and

(vii) Investments in any one or more professionally managed money market funds generally regarded as investment grade with a portfolio size of not less than $100,000,000.

(e) The term "Corps" means the United States Department of Defense, Army Corps of Engineers (Jacksonville District, Regulatory Division), or any successor thereof.

(f) The term "Permit" means the State of Florida Department of Environmental Protection permit, and all conditions and modifications thereof, for the construction and implementation of the NPMB.

(g) The term "Federal MBI" means the U.S. Army Corps of Engineers Mitigation Banking Instrument and all conditions and modifications thereof for the construction and implementation of the NPMB.

(h) The term "Corps Representative" shall mean the Corps' District Engineer (Jacksonville District, Regulatory Division).

(i) The term "Department Representative" shall mean the Department's Secretary or designee.

Section 2. Identification of Cost Estimates. This Agreement pertains to the cost estimate for construction and implementation of the NPMB identified in the Permit and as amended from time to time in accordance with the Permit.

Section 3. Standby Trust. This trust shall remain dormant until funded with the proceeds from the letter of credit identified in Attachment A hereto (the "Letter of Credit"). The Trustee shall have no duties or responsibilities beyond safekeeping this Agreement. Upon funding this trust shall become active and be administered pursuant to the terms of this Agreement.

Section 4. Establishment of Fund. Grantor and the Trustee hereby establish a trust fund (the Fund), for the benefit of the Department. Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as a standby to receive payments and shall not consist of any property. Payments made by Grantor pursuant to the Department's or the Corps' instructions are transferred to the Trustee and referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST for the benefit of the Department, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from Grantor, any payments necessary to discharge any liabilities of Grantor established by the Department.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee and shall consist initially of proceeds from the Letter of Credit.

Section 6. Payment for Completing Construction and Implementation. The Trustee shall make payments from the Fund as the Department shall direct in writing to provide for the payment of the costs of completing construction and implementation of the NPMB pursuant to the requirements of the Permit. The Trustee shall reimburse persons specified by the Department from the Fund for construction and implementation expenditures in such amounts as the Department shall direct in writing. In addition, the Trustee shall refund to Grantor such amounts as the Department specifies in writing as unnecessary or excessive corpus for purposes of the trust. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

The Fund may not be drawn upon to cover any of the following:

(a) Any obligation of Grantor under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

(b) Bodily injury to an employee of Grantor arising from, and in the course of employment by Grantor;

(c) Bodily injury or non-realty property damage arising from the ownership, maintenance, use, or entrustment to others by Grantor of any aircraft, motor vehicle, or watercraft;

(d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Grantor that is not the direct result of the construction and implementation of the NPMB; or

(e) Bodily injury or property damage for which Grantor is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Section 7. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund in one or more Investment Obligations and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(a) Securities or other obligations of Grantor, or any other owner or operator of the NPMB, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a state government;

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a state government; and

(c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 8. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 9. Express Power of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the

purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or a State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 10. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 11. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to Grantor and to the Department a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of Grantor or the Department to object in writing to the Trustee within 90 days after the statement has been furnished to Grantor and the Department shall constitute a conclusively binding assent by Grantor, barring Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 12. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 13. Trustee Compensation. Grantor shall pay the Trustee any necessary fees for services rendered. Where Grantor is no longer in existence, the Trustee is authorized to charge against the Trust

its published Trust fee schedule in effect at the time services are rendered. However, all Trustee compensation charged against the Trust shall be paid from trust income, unless the Department authorize in writing payment from the trust principal.

Section 14. Successor Trustee. The Trustee may resign or Grantor may replace the Trustee, but such resignation or replacement shall not be effective until Grantor has appointed a successor Trustee, the successor is approved by the Department, and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason Grantor cannot or does not act in the event of the resignation of the Trustee, the Department may nominate a successor. If the Department does not act, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to Grantor, the Department, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 13.

Section 15. Instructions to the Trustee. All orders, requests, and instructions by Grantor to the Trustee shall be in writing, signed by a representative of Grantor. The Trustee shall be fully protected in acting without inquiry in accordance with Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Department to the Trustee shall be in writing, signed by the Department or the Department's Representative, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of Grantor or the Department hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from Grantor and/or the Department, except as provided for herein.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by Grantor, the Trustee, and the Department, or by the Trustee and the Department if Grantor is administratively or judicially dissolved or otherwise ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of Grantor, the Trustee, and the Department, or by the Trustee and the Department, if Grantor is administratively or judicially dissolved or otherwise ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered pursuant to the written agreement terminating the trust or, where Grantor has ceased to exist, then to the Department. The Corps shall be notified in writing at least 120 days in advance of any termination or revocation of this Agreement.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by Grantor or the Department issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by Grantor or from the Trust Fund, or both, from

and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

M.C. DAVIS, AS TRUSTEE OF THE M.C. DAVIS 2006 TRUST, DATED MARCH 15, 2006

By: M C Davis
Name: M.C. Davis
Title: Trustee of the MC Davis 2006 Trust, Dated March 15, 2006

Attest:

_____
Title

Seal

_____

By: Richard E. Bass
Name: Richard E. Bass
Title: Vice President, Capital City Trust Company

Attest:

Teresa S. Williams
Title Vice President

Seal

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 4 day of January, ~~2009~~ 2011, by M.C. Davis, the ~~of M.C. Davis,~~ as Trustee of the M.C. Davis 2006 Trust, Date March 15, 2006, on behalf of the trust. Such person did not take an oath and:

✓ is/are personally known to me
____ produced a current Florida driver's license as identification
____ produced _____ as identification

April N. Chambless
Signature of Notary

(Notary Seal)

APRIL N. CHAMBLESS
Comm# DD0799868
Expires 9/19/2012
Florida Notary Assn., Inc

April N. Chambless
Name of Notary (typed, printed or stamped)
Commission number (if not legible on seal) DD0799868
My commission expires: (if not legible on seal) 9-19-12

STATE OF Florida
COUNTY OF Gadsden

The foregoing instrument was acknowledged before me this 22nd day of Decenber, ~~2009~~ 2010, by Richard E Bass, the Vice President of Capital City Trust Company Bank, on behalf of the corporation. Such person did not take an oath and:

X is/are personally known to me
____ produced a current Florida driver's license as identification
____ produced _____ as identification

Mary Alice Tiller
Signature of Notary

(Notary Seal)

MARY ALICE TILLER
Notary Public - State of Florida
My Commission Expires Oct 24, 201
Commission # DD 716818
Bonded Through National Notary Assn.

Name of Notary (typed, printed or stamp
Commission number (if not legible on se
My commission expires: (if not legible on seal) _____

ATTACHMENT A

[NAME OF SURETY BOND OR LETTER OF CREDIT]

Capital City Bank
CAPITAL CITY BANK
P. O. BOX 900
TALLAHASSEE, FL 32302

IRREVOCABLE LETTER OF CREDIT FOR CONSTRUCTION AND IMPLEMENTATION

State of Florida Department of Environmental Protection
Office of Submerged lands and Environmental Resources
Division of Water Management
Mail Station 2500
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. 6696112950 in your favor, at the request and for the account of: M.C. DAVIS, AS TRUSTEE OF THE M.C. DAVIS 2006 TRUST, DATED MARCH 15, 2006 ("MCD 2006 TRUST), whose address is 11490 Emerald Coast Parkway, Suite 300, Box 3, Miramar Beach, FL 32550, up to the aggregate amount of Five Hundred Thousand and No/100 U.S. dollars ($500,000.00), available upon presentation of

(1) your sight draft, bearing reference to this letter of credit No 6696112950, and either:

(2) a Certificate issued by the Florida Department of Environmental Protection ("Department") in the form of Certificate I attached hereto and made a part hereof; or

(3) a Certificate issued by the Florida Department of Environmental Protection ("Department") in the form of Certificate II attached hereto and made a part hereof.

This letter of credit may be drawn on to cover construction and implementation activities of the Nokuse Plantation Mitigation Bank ("NPMB") Bank as authorized and required by Department permit number 0283695-001 ("Department Permit") as such permit may be amended and including all plans approved by such permit.

This letter of credit may not be drawn on to cover any of the following:

a) Any obligation of MCD 2006 Trust under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

b) Bodily injury to an employee of MCD 2006 Trust arising from, and in the course of employment by MCD 2006 Trust;

c) Bodily injury or non-realty property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;

d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by MCD 2006 Trust that is not the direct result of the construction or implementation of the NPMB pursuant to the Department Permit.

e) Bodily injury or property damage for which MCD 2006 Trust is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This letter of credit is effective as of ***Date of Issuance*** and shall expire one year thereafter but such expiration date shall be automatically extended without amendment for additional periods of one year from the present or future expiration date unless, at least 120 days before an expiration date, we notify both you and MCD 2006 Trust by certified mail or receipted express courier that we have decided not to extend this letter of credit for any such additional period. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and MCD 2006 Trust as shown on the signed return receipts of certified mail or the delivery records of the express courier service.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the ***Mitigation Bank Standby Trust Fund Agreement to Demonstrate Construction and Implementation Financial Assurance, for the benefit of the Department*** in accordance with your instructions.

We certify that the wording of this letter of credit is substantially similar to the wording specified in Form No. 62-342.900(2) which has been adopted by reference in Section 62-342.900, Florida Administrative Code, as such regulations were constituted on the date shown immediately below.

Walter L. McPherson, Community President — Date: 12-22-10

This credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce.

CERTIFICATE I
TO

IRREVOCABLE LETTER OF CREDIT NO. 6696112950

M.C. Davis, As Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006
11490 Emerald Coast Parkway
Suite 300, Box 3
Miramar Beach, FL 32550

Ladies and Gentlemen:

The undersigned _____, the Secretary of the Florida Department of Environmental Protection (the "Department"), hereby certifies to CAPITAL CITY BANK (the "Bank") and M.C. Davis, As Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006 ("MCD 2006 Trust"), with reference to Irrevocable Letter of Credit No. 6696112950, dated December 22, 2010, (the "Letter of Credit"), issued by the Bank in favor of the Department as follows:

1. The Department has heretofore provided written notice by U.S. Mail to MCD 2006 Trust of the Department's present right to draw upon the Letter of Credit in accordance with the provisions of Department Permit Number #0283695-001 ("Department Permit"),

2. MCD 2006 Trust has failed to comply with the terms and conditions of the Department Permit.

Funds paid pursuant to the provisions of the Letter of Credit shall be transferred to _____, as Trustee (the "Trustee") under the certain Mitigation Bank Standby Trust Fund Agreement to Demonstrate Construction/Implementation Financial Assurance, dated as of _____, between MCD 2006 Trust and the Trustee for the benefit of the Department in accordance with the following instructions:

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Department as of this _____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:_____
Name:

CERTIFICATE II
TO

IRREVOCABLE NONTRANSFERABLE STANDBY
LETTER OF CREDIT NO. 6696112950

M.C. Davis, As Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006
11490 Emerald Coast Parkway
Suite 300, Box 3
Miramar Beach, FL 32550

Ladies and Gentlemen:

The undersigned _____, the Secretary of the Florida Department of Environmental Protection ("the Department"), hereby certifies to CAPITAL CITY BANK (the "Bank"), and M.C. Davis, As Trustee of the M.C. Davis 2006 Trust, Dated March 15, 2006 ("MCD 2006 Trust"), with reference to Irrevocable Letter of Credit No. 6696112950, dated December 22, 2010 (the "Letter of Credit"), issued by the Bank in favor of the Department, as follows:

1. The Bank has heretofore provided written notice to the Department and MCD 2006 Trust of the Bank's intent not to renew the Letter of Credit following the present Expiration Date thereof.

2. The Department has provided prior written notice by U.S. Mail to MCD 2006 Trust of the requirement that MCD 2006 Trust provide the Department with substitute Financial Assurance in compliance with the provisions of that certain Mitigation Bank Permit # 0283695-001 (""Department Permit").

3. MCD 2006 Trust has failed to provide the Department with substitute Financial Assurance in compliance with the provisions of the Department Permit within the ninety (90) days of receipt of the notice described in paragraph 1 above.

Funds paid pursuant to the provisions of the Letter of Credit shall be transferred to _____., as Trustee (the "Trustee") under that certain Mitigation Bank Standby Trust Fund Agreement to Demonstrate Financial Assurance for Construction and Implementation, dated as of _____, between MCD 2006 Trust and the Trustee for the benefit of the Department, in accordance with the following instructions:

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Department as of this _____ day of _____, 20___.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____

Name:

EXHIBIT 12

BANK LEDGER

(Total 1 page)

Nokuse Plantation Mitigation Bank Ledger
SAJ-2007-2663(MB-DEB)
Month , 2008

Wet Flatwoods/Wet Prairie: Total Potential Credits = 217.8

Release or Impact Permit	Permit Date	Issuing Agency	Ledger Modification	Credits Added	Credits Used	Balance	Notes
Credit Release	**N/A**	**ACOE**		**21.70**		**21.70**	**Security Plan QMS, Financial docs**
Impact		ACOE			2.00	19.70	NW Corner 393/98
Impact		ACOE			5.25	14.45	Commercial Development
Credit Release	**N/A**	**ACOE**		**21.70**		**36.15**	**exotics; pine removal**

Forested Wetlands: Total Potential Credits = 31.1

Release or Impact Permit	Permit Date	Issuing Agency	Ledger Modification	Credits Added	Credits Used	Balance	Notes
Credit Release	**N/A**	**ACOE**		**3.10**		**3.10**	**Security Plan, QMS, Financial docs**
Impact		ACOE			0.10	3.00	XXXXXX
Impact		ACOE			0.80	2.20	XXXXXX
Credit Release	**N/A**	**ACOE**		**3.10**		**5.30**	**exotics; pine removal**

EXHIBIT 13

DESIRABLE SPECIES

(Total 5 pages)

Non-Comprehensive Target Species List

Trees (Flatwoods)	**COMMON NAME**
Acer rubrum	red maple
Ilex cassine	dahoon holly
Ilex myrtifolia	myrtle holly
Magnolia virginiana	sweetbay
Nyssa aquatica	water tupelo
Nyssa sylvatica var. biflora	black gum
Pinus elliottii	slash pine
Pinus palustris	longleaf pine
Taxodium ascendens	pond cypress
Taxodium distichum	bald cypress
SHRUBS (Flatwoods)	
Aronia arbutifolia	red chokeberry
Baccharis angustifolia	false-willow
Clethera alnifolia	sweet pepperbush
Gaylussacia dumosa	dwarf huckleberry
Gaylussacia mosieri	wooly-berry
Hypericum brachyphyllum	St. John's Wort
Hypericum cistifolium	St. John's Wort
Hypericum crux-andreae	St. John's Wort
Hypericum tetrapetalum	St. John's Wort, four-petal
Ilex coriacea	Tall gallberry
Ilex vomitoria	yaupon
Lyonia lucida	fetterbush
Myrica cerifera	wax myrtle
Myrica heterophylla	bayberry
Myric inodora	odorless wax myrtle
FORBES (monocots)	
Aletris aurea	colic-root
Aletris lutea	colic-root
Burmannia capitata	burmannia
Calopogon pallidus	grass-pinks
Calopogon tuberosus	grass-pinks
Cleistes divaricata	rosebud
Eriocaulon compressum	pipewort
Eriocaulon decangulare	pipewort
Hypoxis micrantha	stargrasses, yellow

Hypoxis rigida	stargrasses, yellow
Juncus dichotomus	rush
Juncus effusus	rush
Juncus elliottii	rush
Lachnanthes caroliniana	redroot
Lachnocaulon anceps	bogbutton, white-head
Lophiola americana	golden-crest
Pogonia ophioglossoides	pogonia, rose
Sisyrinchium nashii	blue-eye-grass
Tofieldia racemosa	false-asphodel, coastal
Xyris ambigua	yellow-eyed grass
Xyris baldwiniana	yellow-eyed grass
Xyris caroliniana	yellow-eyed grass, Carolina
Xyris drummondii	yellow-eyed grass
Xyris fimbriata	yellow-eyed grass
Xyris stricta	yellow-eyed grass
Zigadenus densus	crow poison
Zigadenus glaberrimus	deathcamas, atlantic
FORBES (dicots)	
Agalinis aphylla	false-foxglove, scale-leaf
Asclepias longifolia	milkweed, long-leaf
Aster adnatus	
Aster dumosus	aster, bushy
Aster subulatus	aster, saltmarsh
Balduina uniflora	honeycomb-head, one-flower
Bartonia paniculata	screwstem
Bigelowia nudata	golden-rod, rayless
Carphephorus odoratissimus	vanilla plant
Carphephorus pseudoliatris	chaffhead, bristle-leaf
Centella erecta	
Chaptalia tomentosa	sunbonnet; pineland daisy
Cirsium nuttallii	thistle, Nuttall's
Coreopsis linifolia	tickseed, Texas
Desmodium tenuifolium	
Drosera capillaris	sundew, pink
Drosera tracyi	sundew, Gulf coast
Erigeron vernus	fleabane, early whitetop
Eryngium integrifolium	coyote-thistle, blue-flower
Eupatorium leucolepis	thoroughwort, white-bract

Eupatorium mohrii	thoroughworts
Euphorbia inundata	spurge, Florida
Gratiola pilosa	hedgehyssop
Helenium brevifolium	sneezeweed
Helianthus angustifolius	sunflower, swamp
Helianthus heterophyllus	sunflower, wetland
Liatris spicata	gayfeather, spiked
Linum floridanum	flax, Florida yellow
Lobelia brevifolia	lobelia
Ludwigia lincaris	ludwigia; water-primrose
Ludwigia linifolia	ludwigia; water-primrose
Ludwigia maritima	seedbox, seaside
Ludwigia pilosa	ludwigia; water-primrose
Oxypolis filiformis	water drop-wort
Pinguicula lutea	butterwort
Polygala cruciata	milkwort
Polygala lutea	milkwort
Polygala ramosa	milkwort
Proserpinaca pectinata	mermaid-weed
Rhexia alifanus	meadow-beauty
Rhexia lutea	meadow-beauty
Rhexia petiolata	meadow-beauty
Sabatia campanulata	rose-gentian
Sarracenia alata	pitcher-plant
Sarracenia psittacina	pitcher-plant
Solidago fistulosa	golde-rod, marsh
Solidago odora	golden-rod
Solidago stricta	golden-rod, willow-leaf
Stokesia laevis	stokesia
Stylosanthes biflora	
Utricularia subulata	bladderwort
Viola lanceolata	violet, lance-leaf
Viola primulifolia	violet, primrose-leaf
Viola septemloba	
FORBES (ferns)	
Lycopodium alopecuroides	clubmoss
Lycopodium carolinianum	clubmoss
Lycopodium prostratum	clubmoss
Osmunda cinnamomea	fern, cinnamon

GRAMINOIDS	
Andropogon capillipes	
Andropogon glomeratus	bluestem, bushy
Andropogon gyrans	bluestem
Andropogon liebmannii	bluestem, Mohr's
Andropogon perangustatus	bluestem, slim
Anthaenantia rufa	silky-scale, purple
Aristida palustris	three-awn grass
Aristida purpurascens	three-awn grass, wand-like
Aristida stricta	three-awn grass, pineland
Arundinaria gigantea	giant cane
Ctenium aromaticum	toothache grass
Dichanthelium aciculare	
Dichanthelium acuminatum	
TDichanthelium consanguineum	
Dichanthelium scabriusculum	
Dichanthelium strigosum	
Dichromena latifolia	white-top sedge, giant
Eleocharis baldwinii	spikerush
Eleocharis quadrangulata	spikerush
Eragrostis elliottii	lovegrass
Eragrostis refracta	lovegrass
Fuirena breviseta	umbrella-sedge
Muhlenbergia capillaris	muhly grass
Panicum anceps	panicum, beaked
Panicum longifolium	panicum, tall thin
Panicum verrucosum	panicum, warty
Panicum virgatum	switchgrass
Paspalum floridanum	paspalum, Florida
Paspalum plicatulum	paspalum, brown-seed
Rhynchospora baldwinii	beakrush
Rhynchospora cephalantha	beakrush, clustered
Rhynchospora chapmanii	beakrush, Chapman's
Rhynchospora ciliaris	beakrush
Rhynchospora compressa	beakrush
Rhynchospora gracilenta	beakrush
Rhynchospora microcephala	beakrush
Rhynchospora oligantha	beakrush, few-flower
Rhynchospora plumosa	beakrush
Rhynchospora rariflora	beakrush
Rhynchospora stenophylla	beakrush, Chapman's

Schizachyrium scoparium	bluestem
Schizachyrium tenerum	bluestem
Scleria baldwinii	nutrush
Scleria ciliata var. elliottii	nutrush
Scleria pauciflora	nutrush
Scleria reticularis	nutrush