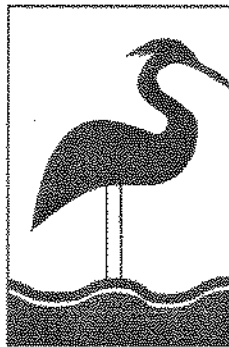


GARCON PENINSULA MITIGATION BANK

Mitigation Banking Instrument

(#200003792)



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**Prepared By
Joe A. Edmisten, Inc & Associates
1218 East Cervantes Street
Pensacola, Florida 32501
(850) 435-9367**

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EXECUTIVE SUMMARY

Garcon Peninsula Mitigation Bank, L.L.C. a Florida corporation, proposes to establish a mitigation bank on 337-acres in Santa Rosa County, which will be known as the Garcon Peninsula Mitigation Bank (GPMB). The project is designed to enhance degraded Wet Prairie habitat by mechanically eliminating man-made impediments to natural hydrology (e.g. roads, culverts and ditches), by eradicating exotic and nuisance vegetation, and by establishing a long-term management program, including prescribed fires. The project site is located on 337-acres in Sections 26, 27, & 35, Township 1 North, Range 28 West, Santa Rosa County. The site is oriented between Bay and Robinson Points south of Interstate 10 on Garcon Peninsula.

The service area for the GPMB will be a modified version of the USGS 8-digit hydrogeographic unit identified as the Pensacola Bay Watershed, which includes portions of Escambia, Santa Rosa, and Okaloosa Counties. The work to be implemented as described in this document is to be used as mitigation for future wetland impacts to, primarily, herbaceous systems typical of lower-gradient Flatwoods habitat within the service area.

The site and proposed restoration was evaluated by the Big Bend/Panhandle Mitigation Bank Review Team (MBRT) utilizing the October 1998 operational draft of the Wetland Rapid Assessment Procedure (WRAP) and Mitigation Bank Suitability Index. As a result of this assessment, the bank is allocated 168.13 freshwater Herbaceous Credits and 4.26 Bay/Cypress Credits.

BANKING INSTRUMENT

GARCON PENINSULA MITIGATION BANK

This Banking Instrument regarding the establishment, use, operation, and maintenance of the Garcon Peninsula Mitigation Bank (hereinafter, the GPMB) is made and entered into by and among Garcon Peninsula Mitigation Bank, L.L.C. (hereinafter, the Sponsor), the U.S. Army Corps of Engineers (Corps), the U.S. Environmental Protection Agency (EPA), and the U.S. Fish and Wildlife Service (FWS) with reference to the following:

PREAMBLE

Bank Objectives

The GPMB is an entrepreneurial mitigation bank intended to provide environmental lift credits to satisfy compensatory mitigation requirements associated with Corps and Florida Department of Environmental Protection (FDEP) permits within portions of Escambia, Santa Rosa, and Okaloosa counties which comprise the Mitigation Bank Service Area (MSA) (**Exhibit 1**).

The Garcon Peninsula is recognized as a unique geographical area containing large areas of rare and functionally significant wet prairie ecosystem. The GPMB site was specifically identified as historic wet prairie habitat that had been dramatically altered and impaired by anthropogenic influences. Implementation of the proposed mitigation plan will result in restoration and perpetual protection of 337 contiguous acres of wet-prairie habitat within the Garcon Peninsula ecosystem.

The GPMB will be considered a viable compensatory mitigation alternative for wet-prairie and lower-gradient hydric pine flatwood impacts within the MSA. Applicants seeking authorization from FDEP and Corps to impact such systems within the MSA will provide an assessment of the proposed impact site according to the Wetland Rapid Assessment Procedure (WRAP) (**Exhibit 2**). The applicant will also demonstrate that use of the GPMB is an adequate and appropriate mitigation alternative. Decisions authorizing use of credits from the GPMB will be made by the appropriate authority on a case-by-case basis in accordance with applicable requirements.

Mitigation Bank Review Team

The GPMB was introduced to the Big Bend/Panhandle Mitigation Bank Review Team (MBRT) in March 1999. This MBRT is comprised of 4 individuals representing one state and three federal agencies as listed below.

Agency	Representative
Corps	Kevin O'Kane
EPA	Palmer Hough
FWS	Hildreth Cooper
FDEP	Vicki Tauxe

In response to the initial review of the prospectus, several addenda describing site conditions and historical data were submitted to the MBRT in May 1999. Two site visits have been conducted during which bank suitability was assessed and to perform a WRAP on June 4, 1999 and September 7-8, 1999 respectively (**Exhibit 3**). During this seven-month review period the applicant demonstrated that the GPMB meets both the federal (**Exhibit 4**) and state (**Exhibit 5**) criteria for establishment of a mitigation bank.

Project Description

The GPMB is located on Garcon Peninsula in Santa Rosa County, Florida. The site is a 337-acre tract occupying a key landscape position within the Garcon Peninsula ecosystem (**Exhibit 6**). The GPMB contributes to the watersheds of Sandy Point Bayou, Jakes Bayou, and an un-named bayou all of which discharge into the Yellow River Marsh Aquatic Preserve, which is classified as an Outstanding Florida Waterway.

Project Vicinity

The Garcon Peninsula ecosystem has been identified by the state of Florida as a target for acquisition (**Exhibit 7**). The public holdings on the peninsula comprise approximately 7,600-acres in a corridor reaching from Garcon Point in the south to Interstate 10 in the north. The GPMB is located 1-mile northeast of publicly held tracts.

The GPMB site occupies a significant portion of the watersheds of Sandy Point and Jake's bayous. Both of these systems discharge into the Yellow River Marsh Aquatic Preserve east of the site. Not only will the GPMB provide valuable enhancement and protection to areas adjacent to this aquatic preserve, but also the bank will, at no public cost, extend the public holdings of the Garcon ecosystem, which is being actively acquired at public expense.

Conservation and Recreation Lands (CARL) Priority Site-30, Escribano Point, is also located in close proximity to the GPMB (**Exhibit 8**). This site is approximately 7,000-acres located just across Blackwater Bay (an Outstanding

Florida Waterway) from the bank site. We conclude that the presence of two state natural lands acquisition sites, an aquatic preserve and an Outstanding Florida Waterway within a few miles of the proposed bank demonstrates both the uniqueness and extreme ecological value of the subject ecosystem.

Much of the land adjacent to the GPMB is divided into large tracts owned by the family from which the subject property was acquired. There is a high probability that, depending on the fiscal viability of the proposed bank; additional lands will be available to expand the bank in the future. Additionally, the land situated between the GPMB and the publicly held tracts is divided into very few ownerships, which may facilitate future acquisition.

Ecological Resources

The Florida Game and Fresh Water Fish Commission maintains a Geographic Information System (GIS) outlining information relating to Florida's wildlife habitat conservation system. A product of this GIS is the Gap Analysis which details listed species and critical habitat information for the state. A site-specific report from this GIS shows that the GPMB contains areas of "priority wetlands". These are systems known to have numbers of rare or important wetland species (**Exhibit 9**). This database is dependent on site-specific analyses for the record of listed species. It is apparent from a review of the data that no site studies have been recorded for the subject property. However, the ecosystem is very similar to others on the Garcon Peninsula in which many rare species occur. In fact, site-specific studies performed by the applicant revealed the presence of three rare (including one protected) plant species on the GPMB site (**Exhibit 10**). Further, descriptions of habitat requirements for the Flatwoods Salamander suggest that the GPMB site could support a population of this Threatened Species. The Florida Natural Areas Inventory maintains a similar and more comprehensive database of ecological resources. A site-specific report for the GPMB reveals 21 protected resource records for the GPMB vicinity (**Exhibit 11**). As a result of our efforts, at-least three additional records for the GPMB site proper may be added to the database.

In order to accurately evaluate the species composition of the floral community on the GPMB site, a qualitative species composition assessment was performed (**Exhibit 10**). Due to the relative homogeneity of the site, only four sample sites were selected (site A: top of fill road, site B: edge of excavated pond, site C: open field- high, site D: open field- low). At each site, a sample of the community was taken. The plants identified were those that appeared to be common at the sample site. The list is by no means exhaustive.

This community analysis revealed that a number of undesirable plants dominate the GPMB (Bahia Grass, Dog Fennel, Broom Sedge, and Popcorn Trees). However, an impressively diverse community of indigenous wet prairie herbs

persists. This community includes White-topped pitcher plant, which is a protected species. Further, *Euphorbia inundata* and *Eleocharis quadrangulata* were found on the study site. This is the first time these species have been recorded in Santa Rosa County (according to James Burkhalter, Curator of the local herbarium).

In April 2000, a quantitative assessment of the vegetative community was performed (**Exhibit 12**). This sample included 13 quadrats along two transects through the site. These data show that implementation of Phases 1 and 2 of the Mitigation Plan have allowed development of a diverse herbaceous community suggesting that the ultimate goal of re-establishing the wet prairie community has a high probability of success.

Location and Size of Bank, Ownership, and Identity of Sponsor

The GPMB is a 337-acre tract located in Sections 26, 27, and 35, Township 1 North, Range 28 West, Santa Rosa County, Florida. It is oriented between Bay and Robinson points on Garcon Peninsula south of Interstate 10. Robinson Point Road (SR191C) curves to parallel both the south and east boundaries of the site (**Exhibit 13**). The property owner and GPMB Sponsor is Garcon Peninsula Mitigation Bank, L.L.C. (a Florida corporation). Upon successful attainment of the mitigation objectives, the property will be deeded to the Long Term Manager (LTM) e.g. the Florida Department of Environmental Protection: Aquatic Preserves or other appropriate entity.

Baseline Conditions

The subject property exhibits extremely level topography and is oriented between Bay and Robinson Points just west (and north) of Robinson Point Road. The property drains into Sandy Point Bayou, Jakes Bayou, and an unnamed first-order tributary of Blackwater Bay less than one-half mile from the point at which the three systems discharge into the bay. Hydric soil units underlie the entirety of the site. These are identified in the Santa Rosa County Soil Survey as primarily Mulat and Rutledge loamy fine sands and Goldhead fine sand with small areas of Pactolus and Garcon loamy sand occurring in the driest portions of the property (adjacent to flowing water) (**Exhibit 14**). [Note: the original 1977 soil survey, included as **Exhibit 15**, identified much of the bank site as having Garcon soils. Only 10% of this unit is considered hydric. However, a recent re-mapping of the Garcon Peninsula (**Exhibit 14**) showed that the area previously identified as Garcon was hydric and was re-classified as Goldhead, a hydric soil]. The vegetative community on the site is strongly influenced by the pastoral use of the land and is dominated by cultivated pasture grass (e.g. *Bahia spp.*) and *Andropogon spp.* Seasonal disking and seeding over several decades has effectively subdued the natural community. However, *Aristida*, *Scirpus*, *Sarracenia*, *Drosera*, *Eriocaulon*, *Pinguicula*, etc. are present among the cultivated species suggesting that implementation of appropriate management practices can successfully restore the pre-disturbance community structure.

Aside from pasture crop cultivation, the most obvious feature of the site is the vast network of ditches dissecting the property, which are evident on a recent aerial photograph (**Exhibit 16**). These ditches were installed to decrease the hydroperiod of the system to a level sufficient to support the production of pasture crop and cattle. Visual observation confirms that this ditch network effectively expedites drainage of water from the site, as evidenced by the volume and rate of flow. The ditches are primarily arranged in a north-south configuration feeding into a larger ditches near the northern boundary of the site (that discharges into Sandy Point Bayou to the east) and to the central portion of the property that discharge into the unnamed bayou. Another feature of the site is two catfish ponds that were excavated in the northwest portion of the site. These are the rectangles of open water evident on the aerial photographs. Catfish production is noted for its high nutrient loading and eutrophication of subject waters.

It is readily apparent to the observer that manipulation of the hydrology and vegetative community on this site coupled with the intense agricultural use and presence of cattle has significantly impacted the natural function of this wet-prairie ecosystem. A review of available historic photographs (**Exhibit 17**) confirms that the site was a vast, contiguous wet-prairie community prior to disturbance. This system is, therefore, uniquely suited for restoration.

The Garcon Peninsula has received much attention recently because of the uniqueness of the wet prairie ecosystem located there, as well as the obvious wildlife and water quality functions these systems perform for the receiving water bodies. It should be recognized that the peninsula is relatively small in area and the proposed bank represents a significant portion of the Garcon Peninsula ecosystem.

AUTHORITIES

The establishment, use, operation of the GPMB is carried out in accordance with the following authorities:

A. Federal:

1. Clean Water Act (33 USC 1251 et. seq.)
2. Rivers and Harbors Act (33 USC 403)
3. Fish and Wildlife Coordination Act (16 USC 661 et. seq.)
4. Regulatory Programs of the U.S. Army Corps of Engineers, Final Rule (33 CFR parts 320-330)
5. Guidelines for Specification of Disposal Sites for Dredged and Fill Material (40 CFR Part 230)
6. 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)
7. Federal Guidance for the Establishment, Use, and Operation of Mitigation Banks (60 F.R. 58605 et. seq.)

B. State:

1. Part IV of Chapter 373, Florida Statutes
2. Title 62, Florida Administrative Code

NOW, THEREFORE, the parties agree to the following:

ESTABLISHMENT OF THE BANK

The Sponsor agrees to perform all necessary work, in accordance with the provisions of this Banking Instrument, to establish and/or maintain the GPMB, until it is demonstrated to the satisfaction of the agencies represented on the MBRT (acting through the Chair) that the project complies with all conditions contained herein, or until all credits are sold, whichever is later. The Sponsor will obtain all appropriate environmental documentation, permits or other authorizations needed to establish and maintain the GPMB. The Banking Instrument does not fulfill or substitute for such authorization.

Mitigation Plan

The proposed mitigation efforts are threefold; removal of pastoral influences, hydraulic restoration and vegetative community restoration. Specific components within these general categories include:

1. Cessation of agricultural practices
2. Pine Tree Removal

3. Invasive Species Eradication
4. Prescribed Fire Plan
5. Removal of internal fences and woody vegetation along fencerows
6. Installation/maintenance of perimeter fence
7. Earth moving activities
 - Filling of drainage ditches
 - Removal of culverts
 - Removal and re-grading of roads and other hydraulic impediments
 - Sandy Point Bayou restoration
 - Restoration of catfish ponds

Cessation of Agricultural Practices

Upon acquisition of the subject property by the Sponsor, all agricultural practices (e.g. ditching, disking, cultivating, etc.) were ended and all cattle removed. This land use conversion was initiated in 1997 and completed by May 1999. These activities were undertaken by the Sponsor to expedite the eventual recovery of the native community. This was done prior to finalization of the MBI and has allowed the MBRT to observe the initial recovery of the site during the evaluation phase.

Pine Tree Removal

An area in the northern portion of the bank site (adjacent to Maggie Road) has been isolated from the remainder of the site by fences. As a result, cattle have not had access to this area nor has it been managed for cattle production. In the absence of management activities, a dense canopy of Slash Pine has established itself. Since this canopy is inconsistent with the historical community structure, we propose to harvest the standing crop of trees. It is expected that seedlings will propagate over the next few years, but implementation of fire management will ultimately limit the canopy coverage of this area to ca. 5%.

Invasive Species Eradication

Several areas within the GPMB contain mature Popcorn Trees (*Sapium seberifrum*). The population of *Sapium* on-site exhibits rapid expansion and complete domination of the site is a probable outcome of the no-action alternative. All mature Popcorn Trees (and other undesirable species such as Myrtle and Privet) will be eradicated from the site through a combination of physical removal, use of fire, and manual application of Garlon IV or other appropriate herbicides. Use of all herbicide will conform to application recommendations on product labeling.

The initial eradication effort will involve cutting standing biomass in the area identified as polygon Q with the slash left in place. Cutting will be accomplished by hand with chain saws and mechanically with a hydro-axe. During the first prescribed burn a ring firing technique will be utilized in this area. This technique

will result in extremely intense and severe fire, which should kill all aboveground biomass. The fire will also consume underbrush along fencerows throughout the entire site allowing easy access to these areas. Following the first fire, the standing *Sapium* (along with other woody vegetation) will be physically removed from the remainder of the site by manual cutting or hydro-axe.

Shortly after the burn, manual application of herbicide via backpack sprayers will be undertaken. Inclusion of a fat-soluble dye (the herbicide is diluted in vegetable oil) allows the crew to identify where the herbicide has been applied. The population will be monitored and subsequent herbicide applications will be undertaken as needed. However, initial efforts are anticipated to eliminate the standing population. Burn intervals are intended to kill residual trees before they reach sexual maturity.

Prescribed Fire Plan

A burn prescription is included as **Exhibit 18**. The initial burn will be conducted prior to land disturbance activities to allow the fire to carry over areas that would otherwise have exposed mineral soil. The timing and objectives of fire are outlined in the prescription. Fire will be introduced on a three-year rotation during the growing season. The specific conditions of the prescription are intended to inhibit succession by woody species, enhance competitive advantage of fire-adapted species, and stimulate seed production of desirable herbs. Along with ecological considerations, the prescription has been specifically written to comply with Florida's open-burning laws and liability considerations. Preservation of life and property by safe implementation of prescribed fire is the primary consideration of the Prescribed Burn Manager. Establishment of secure fire brakes is, therefore, a necessary part of the use of fire as a land management tool. The temporary ecological impacts of these structures are minimized in our plan by maintaining disk rather than plow lines.

Removal of Internal Fences and Woody Vegetation along Fencerows

Fence posts and wire will be removed from interior portions of the site. Subsequently, the woody vegetation along the fencerows will be eliminated to hinder dissemination of invasive woody plants that typically occur along fencerows.

Installation/Maintenance of Perimeter Fence

A barbed wire fence will be installed/maintained around the entire perimeter of the site. The fence will, at a minimum, be constructed of three strands of wire suspended between posts on 20' centers. A more substantial structure may be installed in the future if security is identified as a management concern.

Earth Moving Activities

Upon completion of the initial burn, impediments to the natural hydrology of the site (roads, culverts, ditches, etc.) will be removed. All proposed topographic modifications are depicted in plan view and cross section on the construction drawings (**Exhibit 19**). On site fill material from existing roads and berms will be utilized to fill ditches. Culverts and other collected debris will be removed from the project site and disposed of in an approved landfill. Appropriate best management practices (BMPs) will be utilized during all phases of land disturbance to insure compliance with National Pollutant Discharge Elimination System (NPDES) objectives. BMPs applicable to the proposed earth moving activities include installation of hay bales and silt fences adjacent to proposed land disturbance areas. Graded areas are anticipated to revegetate naturally as a result of the proposed management activities.

The Sandy Point Bayou restoration project includes restoration of a culverted crossing of the upper reaches of Sandy Point Bayou, which is a first order stream at the point of the crossing. The proposed mitigation involves removal of the fill material and culverts associated with this crossing. Once removed, the littoral area will be reshaped to mimic undisturbed areas up and down stream. The newly shaped areas will be stabilized by broadcasting seed of a non-invasive annual grass. Additionally, representative emergents, shrubs, and trees will be planted on the banks (**Exhibit 20**). Emergents such as *Pontederia*, *Sagittaria*, and *Cladium* will be planted on three-foot centers at the land-water interface. A mix of native shrubs including *Lyonia*, *Illicium*, *Azalia*, and *Cliftonia* will be installed on five-foot centers between the water's edge and the top of the bank. *Acer* seedlings will be planted in the same zone on ten-foot centers. Silt fence and hay bales will be installed as depicted in the construction drawings to minimize potential sedimentation resulting from exposed mineral soil.

An area in the northwest portion of the bank site that appears to have formerly been a cypress strand was excavated into two ponds for use in catfish production. The spoil from this excavation was deposited around the margin of the two ponds resulting a total disturbed area of 7-acres (including both excavation and deposition). The proposed mitigation includes filling in these ponds and regrading the area (identified as land disturbance area #4 in **Exhibit 19**) to form a shallow depression. Due to oxidation of organic material over the years from the spoil collar, it is expected that there will be insufficient volume of material to completely fill the catfish ponds. As a result, there will be a permanent pool. The (unknown) depth of this pool will determine whether or not Cypress will be planted over the entire area. This area is described below as the Lower Zone.

The catfish pond restoration areas will be planted in two zones corresponding with hydroperiod (**Exhibit 20**). The Upper Zone will be planted with herbaceous species (e.g. *Xyris spp.*, *Cladium jamaicense*, *Saururus cernuus*, and *Crinum*

americanum) and woody species (e.g. *Taxodium sp.*, *Nyssa biflora*, *Ilex myrtifolia*, and *Magnolia virginiana*). The Lower Zone will be planted with species such as *Pontederia cordata*, *Sagittaria spp.*, and *Crinum americanum*. All herbaceous species will be planted on 3-foot centers with woody species on 10-foot centers. To ensure adequate diversity, no one species will constitute more than 25% of the total number planted. The trees will be nursery stock at least 4 feet tall and herbs will be selectively harvested from natural populations. This portion of the bank differs from the remainder in that a forested community will be restored. Therefore, the 4.26 credits resulting from this restoration (**Exhibit 3**) will be available to compensate for appropriate forested (e.g. Bay/Cypress) impacts.

Implementation Timetable

Activity	Completion Date
Cessation of Agricultural Activity	May, 1999
Pine Tree Removal	Summer 2001
Invasive Species Eradication	Summer 2001
Permit Issuance	Spring 2001
Recordation of Preservation Instruments	Summer 2001
Rx Burn 1	Summer 2001
Removal of Internal Fences and Woody Vegetation Along Fencerows	Summer 2001
Installation/Maintenance of Perimeter Fence	Summer 2001
Earthmoving (8 week duration)	Summer/Fall 2001
As-Built Certification	60 days after construction
Planting	6 months post-issuance
Monitoring 1 (Baseline)	October 2001
Report 1	By December 2001
Monitoring 2	October 2002
Report 2	By December 2002
Rx Burn 2	May/June 2003
Monitoring 3	October 2003
Report 3	By December 2003
Monitoring 4	October 2004
Report 4	By December 2004
Monitoring 5	October 2005
Report 5	By December 2005
Transfer to LTM	Anticipated 2006
Rx Burn 3	May /June 2006

Real Estate Interest to be Secured by the Sponsor

The GPMB shall be preserved in a natural state in perpetuity as guaranteed in a legally binding conservation easement granted to the Florida Department of Environmental Protection (**Exhibit 21**).

To ensure that the Conservation Easement is conveyed without encumbrances that would affect the viability of the bank, the Sponsor shall provide the following with the conservation easement:

- a title insurance policy updated to the date of conveyance, after the recording of the conservation easement for the bank;

- a survey or plat and legal description of the area showing all existing easements and encumbrances, if any, as identified in the title document. This information shall be submitted in recordable form;
- a publicly recorded, certified copy of the conservation easement.

Financial Assurances

Two instruments will be executed to insure that sufficient funds will be available to complete the proposed mitigation: a construction/monitoring instrument, and a long-term management instrument. The primary costs associated with the proposed mitigation plan will be incurred prior to credit release. These costs include earthmoving, BMP's, herbicide application, timbering, prescribed fire, as-built engineering, planting, monitoring, and security measures (fencing and signage). Thirty days prior to credit release the Sponsor shall provide to the Corps and the FDEP a letter of credit and its associated Standby Trust Fund Agreement for maintenance and monitoring (**Exhibit 22**). The amount of the letter of credit is based upon estimated costs in current dollars (**Exhibit 23**). The withdrawal of funds shall only be in accordance with the MBI and attached permits.

OPERATION OF THE MITIGATION BANK

Mitigation Service Area

The Mitigation Service Area (MSA) for the GPMB will be United States Geological Survey 8-digit Hydrogeologic unit identified as the Pensacola Bay Watershed (USGS03140105) excluding two specific areas (**Exhibit 1**). The two omissions from the USGS 8-digit Hydrogeologic unit are intended to exclude most of those areas of south Santa Rosa County that drain into Santa Rosa Sound and a portion of extreme southwest Escambia County that drains into Big Lagoon. The 10-digit USGS drainage basin maps will be used to identify the excluded areas. Generally, the service area includes the southern portions of Escambia and Santa Rosa Counties and a portion of southwestern Okaloosa County. Decisions authorizing use of credits from the GPMB will be made by the appropriate authority on a case-by-case basis in accordance with applicable requirements. Use of the GPMB to compensate for impacts beyond the designated MSA may be authorized on a case-by-case basis.

Bank Assessment Methodology

The MBRT and the Sponsor agreed to use the October 1998 operational draft of the Joint State/Federal Mitigation Review Team Process for Florida. The Wetland Rapid Assessment Procedure (WRAP) contained in that document was utilized to establish the credits for the bank (**Exhibit 2**). This same procedure will be utilized by the Corps to establish mitigation requirements for projects utilizing the bank. The FDEP, as outlined in the Mitigation Bank Rule, will view one bank credit as two acres of wetland creation.

The assignment of credits was based upon a WRAP assessment performed during site visits in the fall of 1999 and several follow up in-office meetings. The data and scores from this assessment are included as **Exhibit 3**. The un-weighted WRAP resulted in the assignment of 160.81 credits. In an effort to acknowledge the regional benefits of the proposed restoration, the MBRT decided to use the Mitigation Bank Suitability Index to modify the credit assignment (**Exhibit 3**). Application of the resulting modification factor (1.072) increased the total credits to 172.39 functional units.

Monitoring and Success

Philosophy and Background

Monitoring protocols and performance criteria are proposed based upon such recommended by Andre F. Clewell, Ph.D. Dr. Clewell's recommendations are derived from similar work performed as part of a monitoring program associated with the restoration of wet-prairie habitat within the Mississippi Sandhill Crane National Wildlife Refuge. Upon visiting the Garcon Peninsula Mitigation Bank site, Dr. Clewell noted similarities between the bank and refuge sites. He suggested that his protocols (and baseline data) would be appropriately applied to the proposed restoration. The proposed monitoring protocols and recommended target conditions were drafted by Dr. Clewell after his evaluation of the of the project site in June 2000 and after conferring with members of the MBRT.

The overriding philosophy for the proposed monitoring protocols and success criteria is that the plant community will serve as an indicator for the overall "health" of the ecosystem. The species composition and richness as well as proportional distribution of life-forms (e.g. graminoids, forbs and woody plants) will indicate the relative hydroperiod, edaphic redox status, and fire periodicity. As such, quantitative observations of those parameters are redundant and are not necessary to evaluate the effectiveness of the proposed restoration activities. Therefore the following procedures for assessment of the vegetative community are the only quantitative assessment proposed. Qualitative observations, including static photographic monitoring will be performed, however.

Upon the recommendation of Dr. Clewell, the performance standards and corresponding monitoring should address two parameters: community structure and species abundance. Extensive observations of the wet prairie ecosystem [Clewell 1981, Norquest 1984, Erickson and Raymond 1988, Clewell and Raymond 1995] were utilized in the development of the protocols detailed in Clewell 1997, which, in turn, he adapted for use here.

Community structure: The wet prairie community is primarily characterized by the persistent influence of fire. Periodic fire, occurring ca. every third year,

inhibits colonization of woody species and their associated increased evapotranspiration capacity. The result is a wetter environment with very limited (e.g. <30% coverage) woody vegetation. Graminaeous and forbaceous herbs that are adapted to fire, therefore, dominate the community. The primary ecological function of these species is their combustion qualities, which allow fire to carry through the ecosystem with relatively low severity. In many cases reproductive and other physiological cycles of these species are adapted to the unique physical and chemical influences of periodic fire. These adaptations give wet prairie herbs a competitive advantage over other herbs that might otherwise occupy that position in the landscape.

Drawing from these observations, Clewell (et. al.) has concluded that the relative frequency of graminoids, forbs, and woody species is an excellent indicator of the "health" of a wet prairie ecosystem and an appropriate measure of the effectiveness of restoration efforts. For example, a disproportionate coverage of woody species indicates inadequate fire frequency (and by extrapolation, deficiency in the physical and chemical influences that would accompany fire). The data suggest that managed pristine wet prairie communities exhibit the following community structure: Graminoids- up to 99% cover, Forbs- up to 89% cover, and shrubs- not more than 23% cover. Similarly, managed disturbed wet prairie (areas formerly planted with pine) exhibit Graminoids- up to 76% cover, Forbs- up to 41% cover, and shrubs- up to 82% cover.

Species abundance: as eluded to above, fire adapted species contribute to the uniqueness and ecological function of the wet prairie community. As such, the second parameter utilized to evaluate the health of (and determine successful restoration) this community is the presence of wet prairie species. Prevalence of non-prairie species is indicative of inappropriate environmental conditions. A list of wet prairie species was developed during an inventory of the Sandhill Crane reserve. We propose to use this list (as augmented by the Florida Natural Areas Inventory list for wet prairies in Eglin) to serve as the species presence target list. Dr. Clewell recommends 75 species as a median abundance that is indicative of a healthy wet prairie ecosystem. The list of target species to be used for the GPMB wet prairie restoration effort is attached as **Exhibit 24**.

Monitoring Objectives

We propose that monitoring always be conducted at least 12 months following fire, because the community will have had an opportunity to recover from the burn and that is the period when herbaceous plants bloom most prolifically and are thus most easily identified. We further propose that each monitoring event be scheduled in autumn, preferably during the latter half of October when most grasses and sedges are in fruit and can be most easily identified. We note that monitoring will occur every year. However, in those years when a burn has occurred, the monitoring event will be coordinated to occur 12 months following the burn. Monitoring stations will be established at the locations indicated in

Exhibit 25. Monitoring reports will include the results of the monitoring activities along with a catalog of photographs taken at permanent stations. Photograph stations will be established in each quadrat and in each WRAP polygon. Additionally, data from existing monitoring wells and rain gauge will be included in the monitoring report.

For the purposes of monitoring, the goal of the mitigation plan is restated here as seven measurable objectives as follows:

1. Reduce the size and abundance of trees.
2. Reduce the size and abundance of shrubs and woody vines, particularly of those species that are not characteristic of wet prairies such as Gallberry, Yaupon, Wax Myrtle, and Titi.
3. Extirpate Popcorn Trees.
4. Reduce the abundance of Bahia Grass.
5. Reduce the abundance of any other exotic species, so that they do not threaten ecosystem integrity.
6. Increase the number of desirable species to at least 75 species per 20,000 square feet on the average, OR demonstrate a trend that would eventually result in that abundance of species through autogenic processes within a reasonable period of time. It will be acceptable if relatively small areas contain less species, particularly areas that were denuded to fill ditches or otherwise make hydrological repairs to the restoration site.
7. Increase the total cover of graminoids to at least 75%, as determined by point interception within 12 months following the most recent fire, OR demonstrate a trend that would eventually result in that abundance through autogenic processes within a reasonable period of time. It will be acceptable if relatively small areas contain less than 75% graminoids, particularly areas that were denuded to fill ditches or otherwise make hydrological repairs to the restoration site.

Monitoring Protocols

Some monitoring shall encompass the entire restoration project site (landscape scale) and other monitoring shall be conducted within eight permanent 100 by 200-foot quadrats (**Exhibit 25**). The quadrats shall be established as follows:

For the purposes of functional assessment the site has been divided into various polygons (see Bank Assessment Methodology). Monitoring stations will be located such that polygons A, Q, and R_n are represented independently and the remainder of the bank is appropriately divided among five representative stations

(for a total of 8 sampling stations). (Note: Since the catfish pond restoration will result in an ecosystem type that is significantly different from the remainder of the site, it will be assessed with separate criteria.) Each station shall enclose land that is relatively homogeneous with respect to natural site conditions, past disturbance, and colonization by exotic species and be representative of the characteristics of the polygon(s). A baseline 100 feet long shall be established at the station. A point along the baseline shall be selected by random number. That point shall represent the northeastern corner of a rectangle, which is 100 by 200 feet and whose sides follow cardinal directions with the long axis running east and west. (Note: The sampling station located within R_n will be 75x267 to appropriately assess the restoration of these linear features.) The point shall be marked by an iron rebar that is driven 3 feet into the ground and that protrudes at least 5 feet above ground. Its uppermost one foot shall be painted in a bright color for ease in its relocation. Each stake shall be identified on the aerial photograph and its position fixed by GPS. Prior to the first monitoring event, the MBRT may require that any quadrat be relocated elsewhere within its polygon. There will be a total of eight sampling stations as depicted in **Exhibit 25**.

Landscape monitoring will involve a thorough walk through of the site recording qualitative observations of: woody vegetation, exotic species, wildlife utilization, effects of fire, and maintenance needs (fence, signs, firebreaks, etc.). Observations recorded will specifically address Specific Conditions 24 and 25 of the issued FDEP permit for the project. Photographs will be taken to depict notable observations (e.g. population of exotics requiring herbicide treatment, group of waterfowl foraging, feral pig damage, etc.). Observations and photographs will be included in the site-wide portion of each monitoring report.

Specific quantitative measurements will be taken in each of eight sample quadrats depicted in **Exhibit 25**. During each sampling event community structure and species abundance/richness will be measured using methods described in Clewell 1997¹ (**Exhibit 26**) and the GPMB Mitigation Banking Instrument. Measurements of woody shrub height, percent cover of graminoids and exotics, and species richness will be presented in a form to specifically address success criteria. Photographs will be taken in cardinal directions from each quadrat to document the general condition at the time of sampling and for temporal comparison. In addition to measurements at each quadrat, photographs and observations will be taken in each WRAP polygon. Quantitative monitoring of planting areas (cypress dome and bayou crossing) will also occur during each monitoring event.

Each monitoring protocol corresponds with the monitoring objective with the same number.

¹ Clewell, A.F. Long-term Vegetational Monitoring at the Mississippi Sandhill Crane National Wildlife Refuge (1997), Report to NMFS Jackson MS.

1. Monitoring shall be landscape scale and cover the entire site. All potential midstory and canopy trees shall be no taller than could be expected to arise as coppice sprouts since the most recent fire.

2. Monitoring shall be conducted for shrubs in each of the 8 quadrats. All shrubs that are uncharacteristic of wet prairies shall be counted and measured for maximum stem height. In addition, no area of at least 0.5 acres on the entire project site shall contain more than 50% cover by woody plants (trees, shrubs, woody vines) at least 12 months following the most recent fire. Cover estimates shall be made visually during reconnaissance, and areas not in compliance shall be drawn on a large-scale aerial photograph. These areas may require herbicidal application and/or intensive ecological burns.

3. Monitoring shall be landscape scale and shall cover the entire site. No Popcorn Trees of any size shall be remaining that have not been treated with a lethal application of herbicide. Allowance shall be made for seedlings that appeared subsequent to the formal request for project release and the final field inspection by Mitigation Bank Review Team.

4. The perimeter of each rectangle shall serve as a transect line for purposes of determining plant species abundance by line-interception at 3-foot intervals, using a 0.5-inch diameter pole. The percent cover of Bahia Grass shall be the percentage of the 200 interception intervals that occur along the transect.

5. The perimeter of each rectangle shall serve as a transect line for purposes of determining plant species abundance by line-interception at 3-foot intervals, using a 0.5-inch diameter pole. The collective percent cover of exotic species other than Popcorn Trees and Bahia Grass shall be the percentage of the 200 interception intervals that occur along the transect. In addition, reconnaissance shall reveal no concentrations of exotic species that could serve as propagule sources to spread and threaten the integrity of the wet prairie ecosystem. If such concentrations are discovered, they shall be located on a large-scale aerial photo and shall be treated with herbicide or otherwise reduced or extirpated.

6. All vascular plant species shall be listed that are rooted within each of the station quadrats. A quadrat may be visited at different times during the growing season.

7. The collective percent cover of indigenous graminoids shall be determined by line interception concurrently with the inventory for percent cover of Bahia Grass, described in item #4, above.

Performance Standards for Each Objective

1. No trees shall be left standing, other than coppice sprouts from root crowns following fire. There may be two exceptions. (1) Distinct areas within the property (including the restored catfish ponds, the true flatwoods, and the riparian community associated with Sandy Point Bayou) should retain a canopy (2) A few larger and older cypresses or other wetland trees that could tolerate surface fires may be left standing, either in small groves or as isolated and widely spaced individuals.
2. Gallberry, Yaupon, Wax Myrtle, Titi, and other shrubs that are uncharacteristic of wet prairies shall be no taller than coppice sprouts that could have arisen from root crowns following the most recent fire.
3. All Popcorn Trees, including root sprouts and seedlings, will have been cut down and/or treated with herbicide. Popcorn cover shall not exceed 1% OR, if greater, shall display a temporal trend, which strongly indicates that its cover shall decrease below 1% in response to autogenic processes. This performance standard does not apply to new colonization that occurs within 12 months before the project is released from regulatory liability. Such colonization is the responsibility of the long-term ecosystem management program.
4. The mean cover of Bahia Grass cover shall not exceed 10% OR, if greater, shall display a temporal trend, which strongly indicates that its cover shall decrease below 10% in response to autogenic processes.
5. The collective cover of all exotic species other than Popcorn Trees and Bahia Grass shall not exceed 1% of the project site.
6. Each quadrat shall contain at least 75 desirable species. The Sapium eradication area and earthmoving areas (e.g. roads) shall contain at least 50 desirable species.
7. The cover of graminoids shall average 75% one year or more following the most recent fire, and the collective cover of pioneer *Andropogon spp.* (except *A. liebmannii*) shall not exceed 25%.

Catfish Pond Restoration Monitoring and Success

When establishing a vegetation community on denuded "raw" earth, the initial population represents only those individuals planted. The viability of the introduced plants is dependant on proper design of the basin and selection of species. Obviously, community characteristics of such a created ecosystem (population size, density, and distribution patterns) are quite different from natural systems. The objective of this wetland creation is that it will assume natural characteristics in the long term. However, evaluation of success must be made

in the short term. Excellent indicators of proper design and ultimate success are: viability of introduced individuals, reproduction, and recruitment.

The following performance standards are intended to measure viability, reproduction, and recruitment. If achieved, they will demonstrate a positive trend toward success.

1. There shall be less than 10% mortality of planted trees.
2. Planted trees have doubled in height and exhibit 30% canopy coverage at the end of the growing season.
3. Non-nuisance, native wetland groundcover species cover is 75% or greater (except in open water area) and is reproducing naturally. Bare ground is 25% or less cover. Vegetation trends over at least three years show increasing cover.
4. Invasive nuisance species, including but not limited to *Typha spp.*, shall not exceed 5% cover.

It is expected that a portion of the restored ponds will continue to experience permanent inundation. Lack of emergent macrophytes in the permanently flooded area will be an acceptable outcome (e.g. the littoral area capable of supporting herbaceous species will be the area sampled).

Tree mortality, tree height, and herbaceous density will be measured during each sampling event. Success will be demonstrated when all three criteria have been met. Dead trees in excess of allowable limits will be replaced.

Incremental credit release will be calculated as an arithmetic calculation of percent success with all three parameters weighted equally.

Adaptive Management

The Mitigation Bank Review Team 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 mitigation bank may influence the course of restoration. For these reasons, the Mitigation Bank Review Team may change the restoration strategy, modify the objectives, and adjust the performance standards and monitoring protocols at any 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 mitigation bank must demonstrate good-faith efforts to comply with restoration requirements and cannot invoke an alleged need for adaptive management as a pretext for slovenliness. Likewise, changes made by the Mitigation Bank Review Team shall not prolong the project or cause an increase in the overall cost of restoration to the mitigation bank.

Incremental Release Standards

Progressive environmental enhancement or trending toward success provides environmental lift for which credit may be released incrementally prior to achieving all the final success criteria. Forty percent (69 credits) of the total potential credits are reserved for interim releases as indicated the schedule of credit availability below. Five percent of the credits (8.6 credits) shall become available upon documentation that a second prescribed burn has been successfully completed.

The interim credit releases shall be based on conditions trending toward the environmental enhancement criteria described above. Assessments for interim credit releases shall be made annually, based on the annual monitoring report, progress reports and on-site inspection(s). It is anticipated that success will be met in approximately four years, so for each year that the bank is determined to be trending toward success, it would receive one-fourth of the interim credits (17.25 credits). For the purposes of this condition "trending toward success" shall be determined when the following criteria are met:

A. Site-wide:

- i. *S. sebiferum* shall not exceed 1% cover in any polygon, except for sprouts and seedlings that may have grown up since the previous fire or other treatment.
- ii. In each polygon, the coverage of Bahia Grass shall meet success criteria or show a 10% or greater decrease in average cover from the previous assessment year.
- iii. The collective cover of all other exotic species (except *S. sebiferum* and Bahia Grass) shall not exceed an average of 1% in any polygon.

B. Cypress/hardwood swamp:

- i. The two depression restoration sites (i.e. catfish ponds) shall be a total of 7 - 8 acres in size.
- ii. There shall be less than 10% mortality of planted vegetation.
- iii. Cover by non-nuisance, native wetland groundcover species is demonstratively increasing over previous years. Bare ground area is decreasing over previous years.
- iv. Planted trees are increasing in height.

C. Bayou area:

- i. There shall be less than 10% mortality of planted vegetation.
- ii. Cover by non-nuisance, native wetland groundcover or shrub species is demonstratively increasing over previous years. Bare ground area is decreasing over previous years.

D. Wet prairie and wet flatwoods:

- i. Gallberry, Yaupon, Wax Myrtle, Titi, and other woody shrubs shall be no taller than the coppice sprouts that could have arisen from root crowns following the most recent fire.
- ii. Each sampling quadrat shall either meet success criteria or shall demonstrate an increasing trend in the number of desirable species over previous sampling years that indicates that the success criteria will be met under permitted management activities within the expected timeframes.
- iii. The average cover of native graminoids shall demonstrate an increasing trend and the collective cover of pioneer *Androgongon spp.* (except *A. liebmannii*) shall demonstrate a decreasing trend over previous years that indicates that the success criteria will be met under permitted management activities within the expected timeframes.

Compliance: All of the graded areas in the bank are stabilized. The ditch block and/or ditch fill areas are effectively curtailing any channelized drainage from the site, and no major repairs have been required during the last 6 months. The permittee has submitted all required reports to the satisfaction of the MBRT.

Schedule of Credit Availability

Credit release will occur in three phases: initial, incremental, and final. The initial credit release will be tied to several startup events including: recordation of the conservation easement, establishment of the overseeing environmental manager, and execution of the financial assurance instruments. Additional credits will be released upon completion of earthwork, while the bulk of the credit will be released on incremental achievement of success criteria as demonstrated in annual monitoring reports. Finally, a percentage of the credits will be retained and released upon ultimate success and transfer to the LTM.

Upon submittal of all appropriate documentation by the Sponsor, and subsequent approval by the Corps, in consultation with other members of the MBRT, it is agreed that credits will become available for use by the Sponsor or transfer to a third party in accordance with the following schedule:

Credit Release Activity	Release Percent	Est. Timetable	Credits
Initial Credit Release Conservation Easement and Financial Assurance	15% ✓	3 months post issuance	25.8
Construction Credit Releases Earthwork Completion	15% ✓	~12 months post issuance	25.8 ✓
Initial Exotic Treatment and Initial Fire	10% ✓	~12 months post issuance	17.2
Interim Success Attainment Years 1 – 5 (more or less)	Up to 40%	1-5± years after issuance	69.0 ✓
Second Prescribed Burn	5% ✓	~4 years post- issuance	8.6
Full Success Attainment	15%		25.99
Total	100%		172.39

Provisions for Site Audits

The MBRT will have full access to the mitigation bank to perform inspections, provided reasonable notice is given. Regular inspections will be scheduled, at a minimum, following management events (e.g. prescribed burns) and at the completion of earthmoving activities.

Conditions on Debiting

Credits will be withdrawn from the mitigation bank through standard dredge and fill permitting. The Sponsor will coordinate with applicants for wetland impacts to provide information on the MSA, and available credits. The responsibility for demonstrating that GPMB credits constitute adequate and appropriate compensation for proposed impacts lies with the impact applicant.

If the impact is authorized, the Permittee shall provide an agreement for the transfer of mitigation credit from the bank. This agreement, accompanied by a current total of available credit, will be signed by the Permittee and the Sponsor (or representative) and be attached to the permit instrument.

The ledger listing available (and potential) mitigation credits (**Exhibit 27**) will be maintained by the Sponsor and updated with each transfer described above. A revised and updated copy of the ledger will be provided to the Corps and FDEP following each debit.

Provisions Covering Use of the Land

Use of the land will be restricted as detailed in the conservation easement (**Exhibit 21**). However, uses compatible with the purpose of the bank may be specifically authorized by the MBRT. Examples of such uses may include conduct of academic research, application of various land management techniques, etc. In the event an individual seeks such use, application in writing will be made to the MBRT detailing the proposed activity. The MBRT will reply, in writing, granting (or denying) the proposed use within 30 days.

MAINTENANCE AND MONITORING

Maintenance Provisions

The Sponsor agrees to perform all necessary work to maintain the GPMB consistent with the criteria established in the Mitigation Banking Instrument. Maintenance will include activities necessary to improve and sustain the ecological function of the site. Such will generally include introduction of prescribed fire and application of mechanical and chemical means to control and eliminate exotic and nuisance species as described elsewhere in this document.

Prescribed fire will be conducted by a practitioner certified by the Florida Department of Agriculture and will be performed in accordance with Florida Open Burning Laws (FS 590.12 and FS 590.026). If any aspect of this instrument conflicts with the Open Burning Laws, the requirements of the State Statutes will prevail. In the event temporary firebreaks are required to protect property or insure safety, such will be restored within 3 months of installation. Restoration will include disking of plowed lines to restore the original grade of the ground surface.

The site will be protected with a perimeter fence and identified with signs (see Security Plan **Exhibit 28**). Maintenance of these structures will be conducted as needed.

Reports and Record Keeping

The Sponsor agrees to perform all necessary work to monitor the GPMB to demonstrate compliance with the success criteria established in this Mitigation Banking Agreement. Immediately preceding the initial mitigation activities, a time zero monitoring report will be generated describing baseline conditions. The second monitoring report will be submitted at the end of the first growing season following initial mitigation activities. Subsequent reports will be submitted to the MBRT at the conclusion of vegetation sampling each year. Reports will be terminated when success criteria have been achieved, but in no event shall monitoring be terminated earlier than October 2005. Each report will include the data gathered during monitoring along with a summary/interpretation of the

information. Pictures of the site, which may illustrate the degree of (or lack of) success, will also be included.

Progress Reports

Beginning six months after permit issuance until final success determination, the Sponsor shall submit semi-annual progress reports containing the following information regarding the project:

- a. date permitted activities were begun or are anticipated to begin;
- b. brief description and extent of work completed since the previous report or since permit was issued;
- c. copies of permit drawings indicating areas where work has been completed;
- d. a description of problems encountered and solutions undertaken;
- e. a brief description of the work and/or site management the permittee anticipates commencing, continuing or completing in the next six months; and
- f. site management undertaken, including type of management and dates each type was undertaken.

Annual Reports

The Annual Report is a summary of the yearly monitoring for success and an assessment of the degree to which the bank is attaining success. This report shall be submitted within 45 days after completion of the vegetation monitoring (conducted at end of growing season) and shall be prepared according to the format required and approved in accordance with Specific Condition 29 of the issued FDEP permit for the project. This report shall be submitted annually until the Bank site has been determined to be successful. The Sponsor may synchronize the reporting required in Specific Condition 30 of the issued FDEP permit for the project such that alternate progress reports may be included as a section in the Annual Report. The Annual Report that requests a determination of final success in accordance with Specific Condition 24 of the issued FDEP permit for the project shall also include the following information:

- a. a summary of all previous Annual Reports, including, as appropriate, timeline graphics;
- b. a list of each success criterion and documentation of how and when it was attained;
- c. a notation of problems encountered in attaining the success criteria and how the problems were solved, and a notation of any exceptionally successful management activity;
- d. a summary of compliance and/or enforcement submittals or actions during the implementation of the bank; and
- e. any other information helpful for the continued success of the mitigation.

The report requesting the final success determination shall be submitted to both the MBRT and the long-term manager.

Contingency Plans

Management actions will be designed to enhance the GPMB's overall restoration goals and to respond to roadblocks that could potentially jeopardize the project's success. Intensive management is to be avoided; however, the ability to introduce prescribed fire, plant target species, and to remove invasive plants if problems arise 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. Planting and eradication will be used as needed to insure compliance with success criteria. The Sponsor shall develop necessary contingency plans and implement appropriate remedial actions for the GPMB in coordination with the MBRT.

Long Term Management Responsibility

The Sponsor is negotiating with Northwest Florida Aquatic Preserves (Aquatic Preserves) to serve as the Long Term Manager (LTM). Aquatic Preserves has indicated an interest in serving as the LTM and several provisions have been made by the Sponsor at the request of Aquatic preserves. If, however, Aquatic Preserves ultimately declines to serve as LTM, another third party conservation organization will be retained as LTM. Both the Northwest Florida Water Management District and the Nature Conservancy have expressed interest in serving as LTM. The LTM must be approved by the MBRT.

Once the Sponsor has successfully demonstrated compliance with the terms of this document and the last credits are released, ownership of the property will pass to the LTM. The LTM will agree to perpetually maintain the property in its enhanced state by conducting periodic prescribed fire and eliminating invasive plants. The LTM will also oversee the use of the subject property to insure that restrictions outlined in the conservation easement are not breached.

RESPONSIBILITY OF MBRT

Oversight

- The agencies represented on the MBRT agree to provide appropriate oversight in carrying out the provisions of this banking instrument.
- The agencies represented on the MBRT agree to review and provide comments on all project plans, annual monitoring reports, credit review reports, contingency plans, and necessary permits for the bank in a timely manner. Comments will be reviewed and transmitted to the Sponsor within 30 calendar days from the date of complete submittal (except for good cause).

- The agencies represented on the MBRT agree to review and confirm reports on the evaluation of success criteria prior to approving credits within the GPMB.
- The agencies represented on the MBRT shall conduct compliance inspections, as necessary, as determined by the Corps in consultation with the Sponsor, to verify credits available in the bank, recommend corrective measures, if any, until the terms and conditions of the banking instrument have been fully satisfied or until all credits are sold, whichever is later.

Review of Reports

The Corps and FDEP will make a good faith effort, within 30 days (except for good cause) of receipt of the written request for release and success determination, to either approve the request for release and success determination or provide the Sponsor with a written explanation of why the determination has been denied.

Compliance Inspections

The MBRT shall conduct site inspections jointly to determine the progress of the project for purposes of release and success determinations, and other general compliance. If the MBRT is unable to meet within a reasonable time, those representatives that can, will conduct inspections in a timely manner when responding to written requests to release or success determinations.

Land Use Requests

As outlined in "Provisions Covering Use of the Land", persons may make application to the MBRT to use the site for activities that are consistent with the bank objectives (e.g. academic research). The MBRT shall review all such requests and provide a written response to the applicant within 30 days except for good cause.

OTHER PROVISIONS

Force Majeure Clause

The requirements of this permit shall not be enforceable against the Bank Sponsor or the letter of credit if the Bank Sponsor has been precluded from performing the conditions of the permit 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, FDEP/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.

Dispute Resolution

Resolution of disputes about application of this Banking Instrument shall be in accordance with those stated in the Federal Guidance for the Establishment, Use and Operation of Mitigation Banks (60 F.R. 58605 et seq., November 28, 1995).

Provisions Pertaining to Validity, Modification, and Termination of the Banking Instrument

This MBI will become valid following: Issuance of the Corps and FDEP permits, execution of the MBI by the MBRT members, recordation of the conservation easement, and execution of the Mitigation Bank Perpetual Management Trust Fund Agreement. This MBI may be amended, altered, released or revoked only by written agreement among the parties hereto or their heirs, assigns or successors-in-interest, which amendment shall be filed in the public records of Santa Rosa County, Florida. Any of the MBRT members may terminate their participation upon written notification to all signatory parties. Participation of the MBRT members will terminate 30 days after written notification.

The terms and conditions of the MBI remain throughout the operational life of the Bank. As taken from the "Federal Guidance for the Establishment, Use and Operation of Mitigation Banks", 60 Federal Register 58, 605-58-614 (November 28, 1995), with the exception of arrangements for long-term management and protection in perpetuity of the wetlands, this period terminates when the following occur: Compensatory mitigation credits have been exhausted or banking activity is voluntarily terminated with written notice by the Sponsor provided the MBRT signatories, and it has been determined that the debited bank is functionally mature and/or self-sustaining to the degree specified in the MBI.

The Sponsor hereby agrees to indemnify the United States, its agencies, employees, representatives, agents, including members of the MBRT, and to hold it free from liability for any claims of personal injury or property damage or loss attributed to activities by or on behalf of the Bank or occurring on the property. Furthermore, the Sponsor, and its successors and assigns, agrees that if any party exercises its rights under any oil, gas or mineral interest or lease, the Sponsor, and its successors and assigns, will at its expense, be responsible for obtaining other mitigation property to replace the mitigated property lost. The replacement property shall be equivalent in quantity and wetland values to the mitigated property that was lost, including consideration of temporal loss, if any. Finally, the Grantor, and its successors and assigns, hereby agrees that it will never seek, or give its approval, to any zoning change that would allow a use inconsistent with this document.

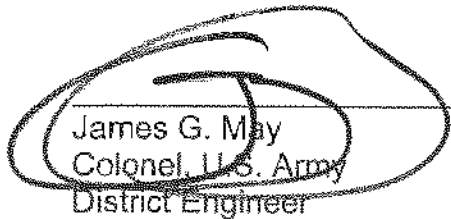
Specific Language of the Banking Instrument Shall Be Controlling

To the extent that specific language in this document changes, modifies, or deletes terms and conditions contained in those documents that are incorporated into the Banking Instrument by reference, and that are not legally binding, the specific language within the Banking Instrument shall be controlling.

SIGNATURE PAGE

SIGNATORS

**U.S. Army Corps of Engineers,
Jacksonville District**


James G. May
Colonel, U.S. Army
District Engineer

7/25/01
Date

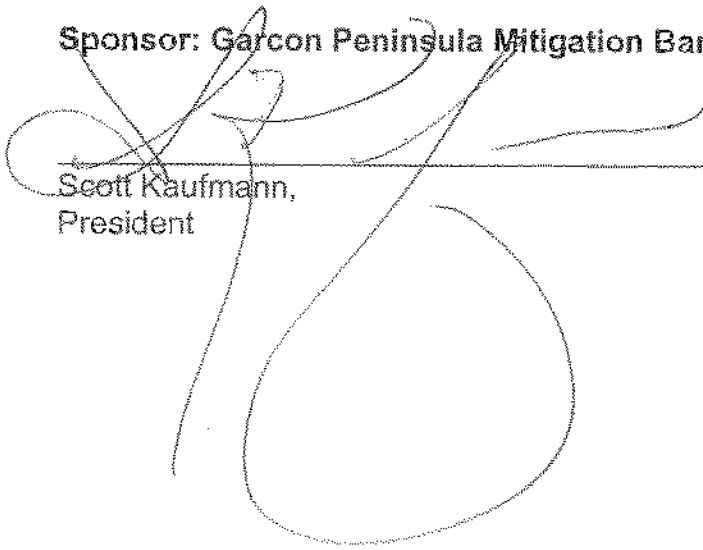
U.S. Environmental Protection Agency

Duncan M. Powell, Acting Chief
Wetlands Section
U.S. EPA Region 4
Date

U.S. Fish and Wildlife Service

Gail Carmody,
Field Supervisor
Date

Sponsor: Garcon Peninsula Mitigation Bank, L.L.C.


Scott Kaufmann,
President

8/2/01
Date

SIGNATURE PAGE

SIGNATORS

**U.S. Army Corps of Engineers,
Jacksonville District**

James G. May Date
Colonel, U.S. Army
District Engineer

U.S. Environmental Protection Agency

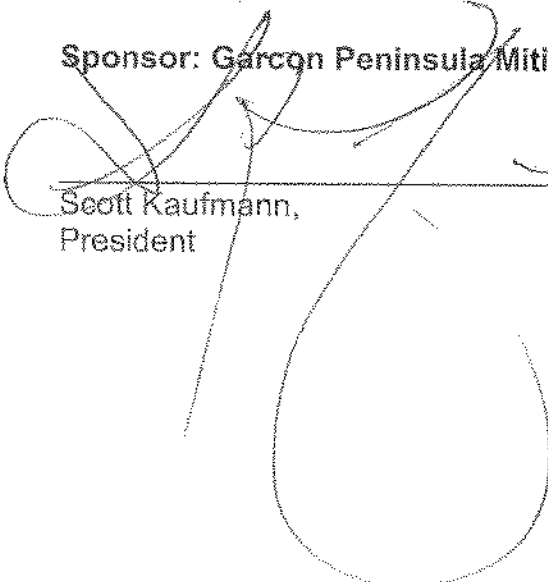


Duncan M. Powell, Acting Chief Date
Wetlands Section
U.S. EPA Region 4

U.S. Fish and Wildlife Service

Gail Carmody, Date
Field Supervisor

Sponsor: Garcon Peninsula Mitigation Bank, L.L.C.



Scott Kaufmann, Date
President

SIGNATURE PAGE

SIGNATORS

**U.S. Army Corps of Engineers,
Jacksonville District**

James G. May Date
Colonel, U.S. Army
District Engineer

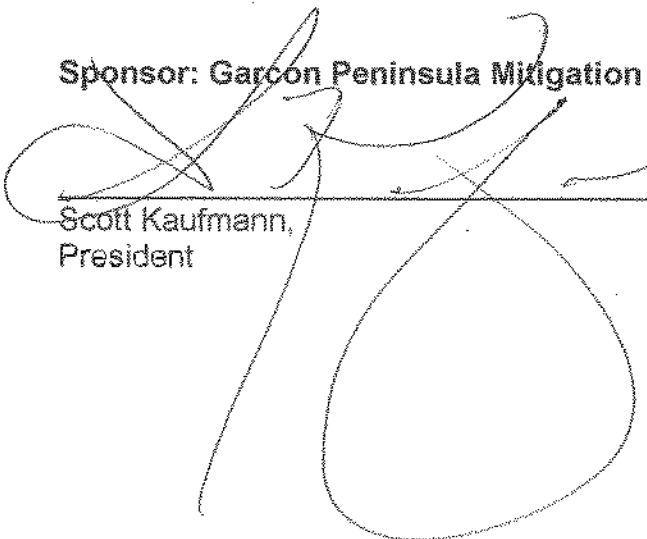
U.S. Environmental Protection Agency

Duncan M. Powell, Acting Chief Date
Wetlands Section
U.S. EPA Region 4

U.S. Fish and Wildlife Service

Martin Miller *7-9-01*
for Gail Carmody, Date
Field Supervisor

Sponsor: Garcon Peninsula Mitigation Bank, L.L.C.

 *8/2/01*

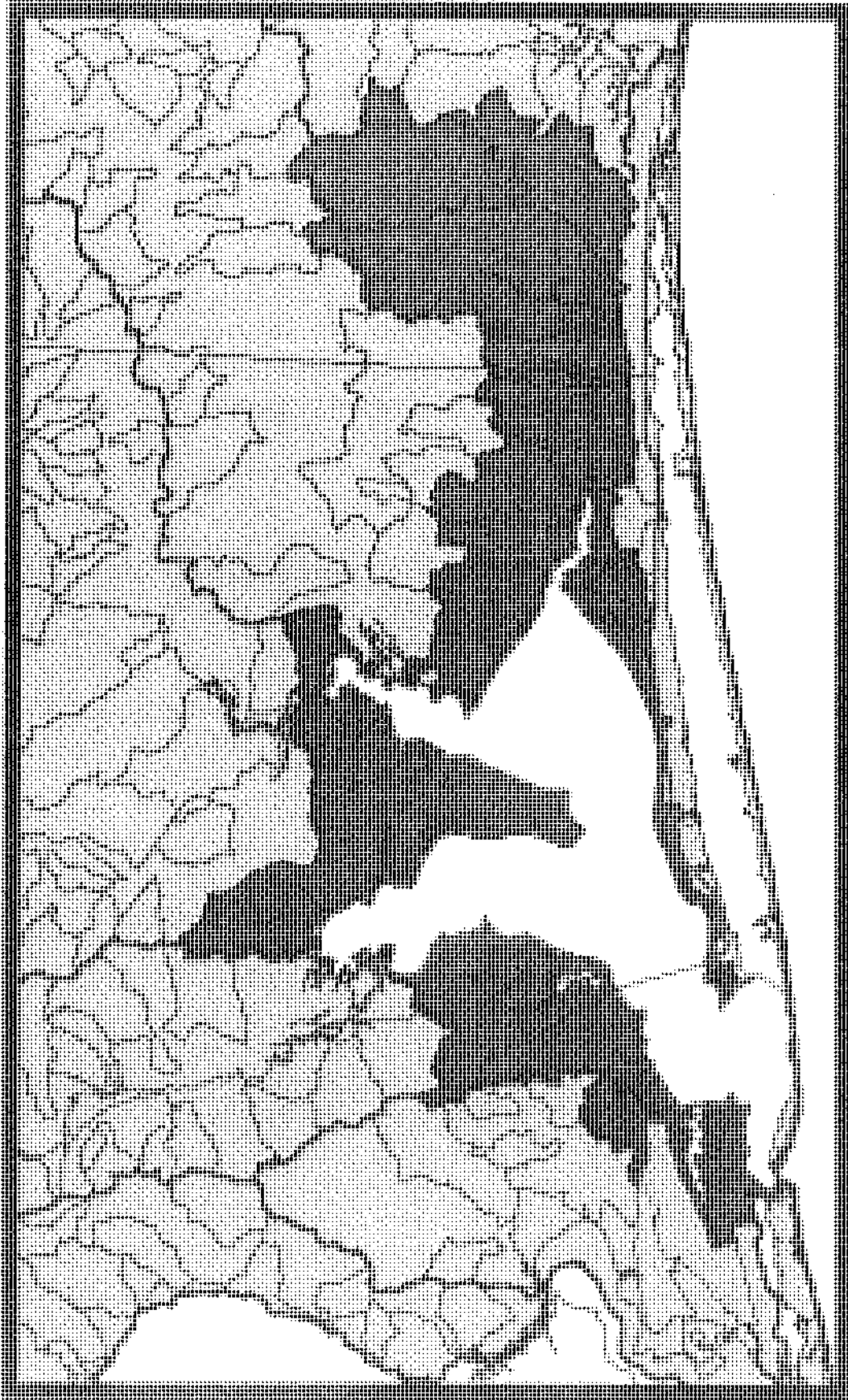
Scott Kaufmann, Date
President

LIST OF EXHIBITS

1. Mitigation Bank Service Area
2. Wetland Rapid Assessment Procedure (WRAP)
3. Subject Site WRAP Results
4. Federal Criteria for Establishing a Mitigation Bank
5. State Criteria for Establishing a Mitigation Bank
6. General Site Location
7. Florida Conservation Lands Acquisition Priority: Garcon Ecosystem
8. Florida Conservation Lands Acquisition Priority: Escribano Point
9. Florida Game and Fresh Water Fish Commission: Gap Analysis
10. Floral Community Species Composition
11. Florida Natural Areas Inventory: Element Occurrence Report
12. Quantitative Assessment of Vegetative Community
13. Site Location and Boundaries
14. Current Soil Survey
15. 1977 Soil Survey
16. Current Aerial
17. Historic Aerials
18. Burn Prescription
19. Construction Drawings
20. Planting Plan
21. Draft Conservation Easement
22. Financial Assurance Documents
23. Cost Basis for Financial Assurances
24. Target Plant Species
25. Monitoring Station Locations
26. Clewell 1997 Publication (Text Only)
27. Credit Ledger
28. Security Plan

EXHIBIT 1

Mitigation Bank Service Area



**GARCON PENINSULA MITIGATION BANK
MITIGATION SERVICE AREA**

This Mitigation Service Area is the USGS 8-digit Hydrogeologic unit identified as the Pensacola Bay Watershed (USGS03140105) excluding areas of south Santa Rosa County that drain into Santa Rosa Sound and a portion of extreme southwest Escambia County that drains into Big Lagoon.

EXHIBIT 3

Subject Site WRAP Results

Summary of rationale utilized for the GPMB functional assessment

The ecological function and estimated environmental lift associated with the proposed restoration on the Garcon Peninsula Mitigation Bank (GPMB) property was assessed in the fall of 1999. This assessment included a site visit followed by several in-office sessions. The October 1998 operational draft of the Wetland Rapid Assessment Procedure (WRAP) was as modified by the Site Suitability Index was utilized to assess function and assign credits. In order to achieve consensus on some individual scores, the WRAP assessment team agreed to use quarter points.

Twenty-one distinct geographic polygons comprise the GPMB site. However, ecological similarity exists among these areas and only eleven categories (systems or score sites) were used during scoring. Scoring data are included as Exhibit 2a to the Mitigation Banking Instrument.

During initial scoring water quality and buffer variables were deemed not applicable and extracted from the WRAP formula. During the March 3 MBRT meeting, the WRAP evaluation was discussed for the first time since the field evaluation. In that discussion, MBRT members raised an issue with discounting water quality and buffer variables as not applicable simply because the WRAP methodology for determining these values did not seem necessarily appropriate for the bank scenario. It was decided that the authors of WRAP would be contacted for their input and FDEP and COE representatives would get together to discuss alternatives for scoring.

WRAP author, Boyd Gunsalus, re-emphasized the validity of including water quality and surrounding land uses as appropriate and necessary attributes when assessing the functional quality of a wetland. However, he felt it was certainly allowable and appropriate to refine some of the methods of assessing these variables if the modifications more accurately evaluated the variables and were properly explained.

FDEP and COE representatives met on April 14 and again on April 18 (by phone) and calculated the values and changes to the DMBI WRAP calculations for the bank. The resulting Excel sheet (DMBI Exhibit 2a) contains the complete data set for this WRAP assessment. The following are descriptions of the methods used for assessing water quality and buffers:

METHODS:

We began with the buffer scores and calculated them for each polygon according to general WRAP methodology. However, for simplicity, each polygon was converted to a conceptual, generally rectangular, shape, and boundary lengths were proportionally rounded. Internal roads were ignored as boundaries. External boundaries were generally assigned a 2 or 3, depending on whether it was mostly open land or mostly road and pasture, and the score was uniformly

given to the w/, w/o, and existing conditions, since the banker has no influence on them.

Water quality was also calculated using WRAP methodology (generally) and using the same conceptual rectangular polygons. Similarly, any external boundary was treated as having equal existing, w/ and w/o scores. However, consideration was also given for the proportion of each polygon's water source rather than strictly looking at the adjacent land uses. Thus, it was determined that polygons 2 and 3 (H and E prairies) are more affected by internal land uses (improved pasture) than by their external boundaries; polygon 1 (A – northern piney area) was "uphill" from sheet flow (except the cut through ditches) and thus was not strongly influenced by the adjacent pasture; polygon 7 (northern bayou) received most of its water from pasture runoff (via ditch) rather than its adjacent land uses, etc. Many of these assumptions are noted on the Excel sheet.

For both buffers and water quality, non-jurisdictional polygons (5-popcorn tree field and 8-roads) are assumed to have 0 scores for the existing and without scenarios.

During the assessment of buffers and especially of water quality, we debated different without-bank scenarios. During the team scoring, we mostly discussed a future of a vastly increased exotic problem where the fields would be left fallow. This scenario tended to increase habitat and buffer lift, but basically eliminate water quality lift (without values equal to the with-bank scenario). We felt it was unlikely that so many acres would simply be left fallow and unused for the 5-10 year future, and that a more appropriate scenario would be to visualize a future land management similar to the last five years, i.e., that of rotated, improved, but not overgrazed pasture. [Note, however, that the pasture we saw in the field had already had cattle removed for over a year, and thus presented a somewhat better existing condition than could reasonably be assumed for grazed pasture.] This assumption tended to elevate credits due to water quality improvement (which we felt was a significant attribute of the bank), but depress buffer values (decreased threat of tallow-takeover). All values were assessed using this without-bank scenario; however, no team-assigned scores were changed because we felt the team determined scores fairly accurately evaluated the without-bank condition under either scenario.

Since potential credits are really based on the difference between the with- and without- bank scenarios, we concentrated on these scores over the existing condition scores, which, as mentioned before, may be slightly high for typical pasture. The p delta and p credits have been deleted from the Excel sheet.

A note on the bank property:

The survey and legal description of the GPMB property identifies the land area as 337.41-acres. This is accurate and that acreage is owned by Garcon Peninsula Mitigation Bank L.L.C. However, the acreage reflected in the Mitigation Banking Instrument and in the Assessment Procedure is 327.68. The difference (9.73-acres) has already been committed as mitigation for two projects that have occurred concurrent with the application and review process for the mitigation bank. This the property is owned by the bank and will be managed as part of the bank, we have elected not to confuse the issue by legally subdividing the property and representing the 9.73-acres as an outparcel.

The prior use of the mitigative value of the 9.73-acres is reflected by subtracting that acreage from polygon H. As a result, no mitigation bank credits have been assigned to the 9.73-acres.

Wetland Rapid Assessment Procedure Scoring Data

ScoreSite	Acreage	Polygons	Systems	ScoreSite
A	32.16	1	flatwoods	A
B	1.06	2	Inundated prairie	E
C	3.55	3	saturated prairie	H,J,P
D	5.45	4	successional prairie	Q
E	29.68	5	non jurisdictional	M,N,O
F	3.63	6	cypress dome	F,G
G	3.44	7	north bayou	C
H	211.37	8	roads	R1-R7
I	1.33	9	true upland	I,K,L
J	1.71	10	true flatwoods	D
K	0	11	non jd (wooded)	B
L	0.21			
M	5.03			
N	2.32			
O	0			
P	1.87			
Q	6.41			
R1	4.81			
R2	4.09			
R3	2.15			
R4	0			
R5	2.73			
R6	3.02			
R7	1.66			
				<u>327.68</u>

WRAP = variable score sum/max variable score sum
 Delta = WRAP of with - WRAP of without
 Credit = delta X acreage

	Acreage	Delta	Credits
1	32.16	0.4044	13.01
2	29.68	0.3900	11.58
3	214.95	0.4933	106.04
4	6.41	0.5056	3.24
5	7.35	0.7667	5.64
6	7.07	0.5611	3.97
7	3.55	0.1389	0.49
8	18.46	0.8000	14.77
9	1.54	0.0000	0.00
10	5.45	0.1944	1.06
11	1.06	0.9667	1.02
		<u>327.68</u>	<u>160.81</u>
		MBSI	1.072
		TOTAL	<u>172.3907</u>

Total Herbaceous Credits = 168.13
 Total Bay/Cypress Credits = 4.26

Polygon: 1 Pine Flatwoods			
variable	existing	with	without
WU	2	2.75	1.5
VO	1.5	N/A	1.5
VG	1.5	2.75	1
AB	2.5	2.9	2.5
HY	1.5	3	1
WQ**	2.5	3	2.5
Total	11.5	14.4	10
WRAP	0.6389	0.9600	0.5566

delta
0.4044

Polygon: 2 Inundated Prairie			
variable	existing	with	without
WU	2.5	2.75	2
VO	N/A	N/A	N/A
VG	2.5	3	1.75
AB	2.4	3	2.4
HY	2	3	1.75
WQ **	1	3	1
Total	10.4	14.75	8.9
WRAP	0.6933	0.9633	0.5933

delta
0.3900

Polygon: 3 Saturated Prairie			
variable	existing	with	without
WU	1.5	2.5	1
VO	N/A	N/A	N/A
VG	1	2.5	0.25
AB	2.5	2.9	2.5
HY	1.5	2.25	1

Scoring Notes and Assumptions

w/o - cont. fire sup.; poss. small housing impact
 w - fire & overstory enhanced

w/o buffer as pasture not sig. diff. from existing

**WQ not affected by runoff - just thru-ditches

w/o - improved pasture scenario

w/o buffer as pasture not sig. diff. from existing

** WQ lowered to 1.0 due to internal land use

w/o - improved pasture scenario

w/o buffer as pasture not sig. diff. from existing

WQ **	1	3	1
Total	7.5	13.15	5.75
WRAP	0.5000	0.8767	0.3833

delta
0.4933

** WQ lowered to 1.0 due to internal land use

Polygon: 4 Succession Prairie			
variable	existing	with	without
WU	0.5	2	0.5
VO	0	N/A	0
VG	0	2	0
AB	1.75	2.75	1.75
HY	1	2	1
WQ **	1.75	3	1.75
Total	5	11.75	5
WRAP	0.2778	0.7833	0.2778

delta
0.5056

w/o - cont. fallow w/ popcorn trees like existing

**WQ calc. w/ WRAP method of adj. landuse

Polygon: 5 Non Jurisdictional (not-wooded)			
variable	existing	with	without
WU	0	2	0
VO	0	N/A	0
VG	0	2	0
AB	0	2.5	0
HY	0	2	0
WQ	0	3	0
Total	0	11.5	0
WRAP	0.0000	0.7667	0.0000

delta
0.7667

existing and w/o have no wetland functions

Polygon: 6 Cypress Dome			
variable	existing	with	without
WU	0.5	2.25	0.5
VO	0	2	0
VG	0	2	0
AB	2.15	3	2.15
HY	1	2.5	1
WQ **	1	3	1
Total	4.65	14.75	4.65
WRAP	0.2583	0.8194	0.2583

delta
0.5611

w/o - continued use as pasture pond
w/ - cypress slough

** WQ lowered to 1.0 due to internal land use

Polygon: 7 North Bayou			
variable	existing	with	without
WU	2	2.5	2
VO	2.5	2.5	2.5
VG	2.5	2.5	2.5
AB	2.75	3	2.75
HY	2.5	2.75	2.5
WQ	1.5	3	1.5
Total	13.75	16.25	13.75
WRAP	0.7639	0.9028	0.7639

delta
0.1389

w/ - enhanced by road/culvert removal and ditch filling; less pulsating flush

** WQ reflects high water budget from improved pasture runoff via ditches...

Polygon: 8 Roads			
variable	existing	with	without
WU	0	2	0
VO	0	N/A	0
VG	0	2	0
AB	0	3	0
HY	0	2	0
WQ	0	3	0
Total	0	12	0
WRAP	0.0000	0.8000	0.0000

delta
0.8000

existing and w/o have no wetland functions
w/ - mostly reflects surrounding polygon

Polygon: 9 True Upland			
variable	existing	with	without
WU	0	0	0
VO	0	0	0

uplands - no change or wetland functions

VG	0	0	0
AB	0	0	0
HY	0	0	0
WQ	0	0	0
Total	0	0	0
WRAP	0.0000	0.0000	0.0000

delta
0.0000

Polygon: 10 True Flatwoods			
variable	existing	with	without
WU	2.5	2.75	2
VO	2.5	3	2
VG	2.5	3	1.75
AB	3	3	3
HY	2	2.5	2
WQ	3	3	3
Total	15.5	17.25	13.75
WRAP	0.8611	0.9583	0.7639

delta
0.1944

w/o - exotic infestation increases
w/ - enhanced by fire management

Polygon: 11 Non Jurisdictional (wooded)			
variable	existing	with	without
WU	0	2.75	0
VO	0	N/A	0
VG	0	2.75	0
AB	0	3	0
HY	0	3	0
WQ	0	3	0
Total	0	14.5	0
WRAP	0.0000	0.9667	0.0000

delta
0.9667

existing and w/o have no wetland functions

SITE SUITABILITY INDEX

PARAMETERS	SCORE
<p>ESTABLISHED WATERSHED ISSUES: The mitigation bank will result in identifiable ecological benefits to established watershed issues recognized to be critical to the watershed of the Bank.</p> <p>Yes.....3 No.....0</p>	3
<p>LANDSCAPE MOSAIC COMPATIBILITY: The ecological communities present at the mitigation bank site blend seamlessly with the adjacent native communities and that relationship is expected to remain in perpetuity.</p> <p>Site will blend seamlessly on 95-100% of its perimeter.....3 Site will blend seamlessly on 67-95% of its perimeter.....2 Site will blend seamlessly on 25-66% of its perimeter.....1 Site will blend seamlessly on <25% of its perimeter.....0</p>	1
<p>THREATENED AND ENDANGERED SPECIES: Establishment of the mitigation bank improves the status of federal and/or state listed threatened or endangered species.</p> <p>Increases population of one or more listed species.....3 Meets identified task within a recovery plan or provides protection to candidate species.....2 Attracts species to the site.....1 Maintains the status-quo.....0</p>	3
<p>EXPANSION OF SCARCE HABITATS: The landscape contains ecological features considered to be unusual, unique or rare in the region and is of sufficient size.</p> <p>Yes.....3 No.....0</p>	3
<p>ADJACENT LAND USES: The Bank will result in identifiable ecological benefits to adjacent lands or waters of regional importance such as State/National Park, State/National Forest, SWIM, OFW, AP, refuges and lands managed for conservation.</p> <p>Yes.....3 No.....0</p>	3
<p>STRATEGIC HABITAT CONSERVATION AREA (SHCA): The Bank site is within or will result in identifiable benefits to the GAP analysis designating lands essential to providing the land base necessary to sustain populations in the future.</p> <p>Yes.....3 No.....0</p>	0
TOTAL	13
MBSI = (TOTAL / MAXIMUM POSSIBLE) (0.1) + 1.0	1.072
WRAP Credits X MBSI = Total Bank Credits	172.39

EXHIBIT 6

General Site Location

EXECUTIVE SUMMARY

Garcon Peninsula Mitigation Bank, L.L.C. a Florida corporation, proposes to establish a mitigation bank on 337-acres in Santa Rosa County, which will be known as the Garcon Peninsula Mitigation Bank (GPMB). The project is designed to enhance degraded Wet Prairie habitat by mechanically eliminating man-made impediments to natural hydrology (e.g. roads, culverts and ditches), by eradicating exotic and nuisance vegetation, and by establishing a long-term management program, including prescribed fires. The project site is located on 337-acres in Sections 26, 27, & 35, Township 1 North, Range 28 West, Santa Rosa County. The site is oriented between Bay and Robinson Points south of Interstate 10 on Garcon Peninsula.

The service area for the GPMB will be a modified version of the USGS 8-digit hydrogeographic unit identified as the Pensacola Bay Watershed, which includes portions of Escambia, Santa Rosa, and Okaloosa Counties. The work to be implemented as described in this document is to be used as mitigation for future wetland impacts to, primarily, herbaceous systems typical of lower-gradient Flatwoods habitat within the service area.

The site and proposed restoration was evaluated by the Big Bend/Panhandle Mitigation Bank Review Team (MBRT) utilizing the October 1998 operational draft of the Wetland Rapid Assessment Procedure (WRAP) and Mitigation Bank Suitability Index. As a result of this assessment, the bank is allocated 168.13 freshwater Herbaceous Credits and 4.26 Bay/Cypress Credits.

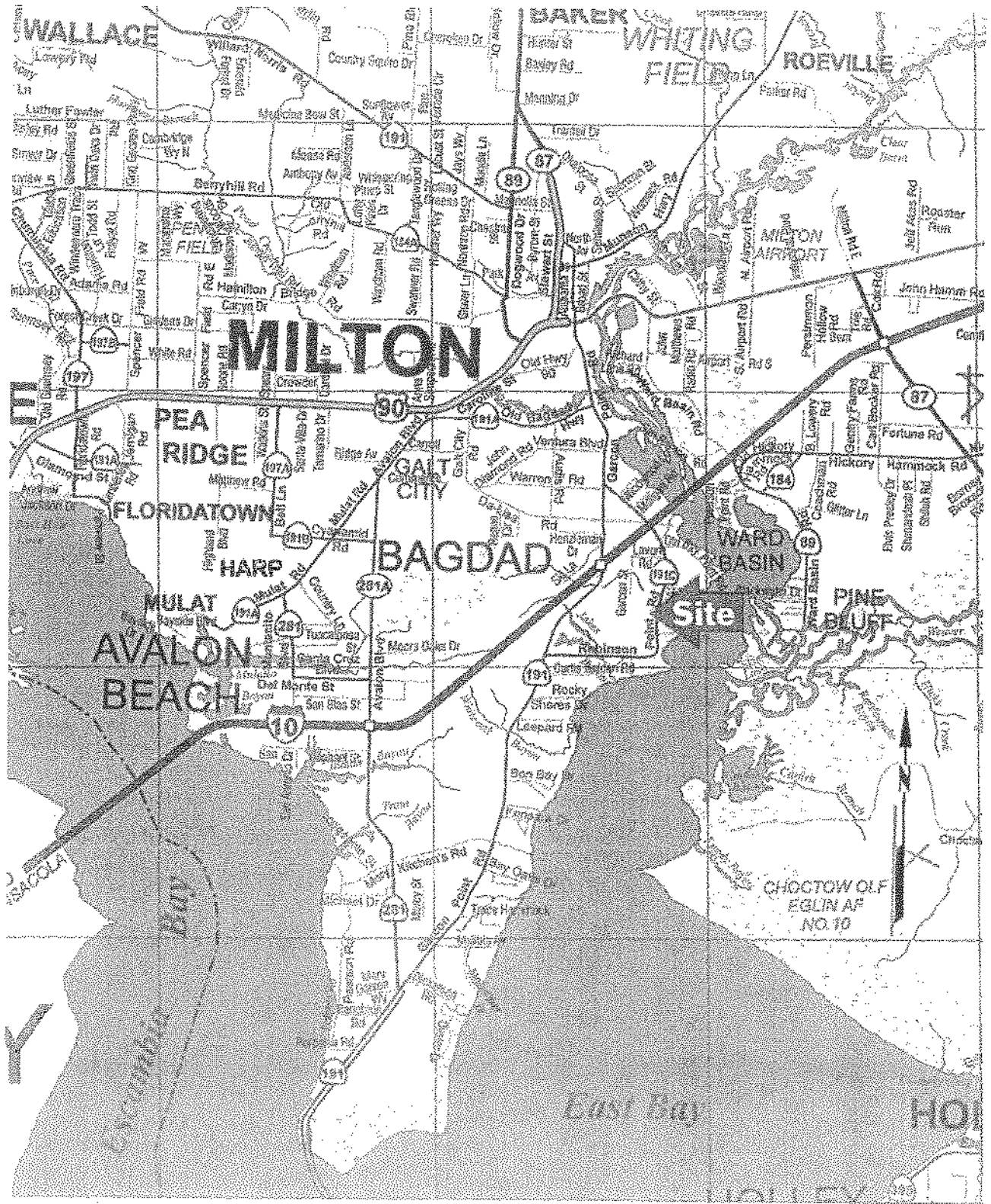


EXHIBIT 7

**Florida Conservation Lands Acquisition Priority:
Garcon Ecosystem**

Garcon Ecosystem - Bargain 12

Management Policy Statement

The primary goals of management of the Garcon Ecosystem CARL project are: to conserve and protect environmentally unique and irreplaceable lands that contain native, relatively unaltered flora and fauna representing a natural area unique to, or scarce within, a region of this state or a larger geographic area; to conserve and protect significant habitat for native species or endangered and threatened species; and to conserve, protect, manage, or restore important ecosystems, landscapes, and forests, in order to enhance or protect significant surface water, coastal, recreational, timber, fish or wildlife resources which local or state regulatory programs cannot adequately protect.

Management Prospectus

Qualifications for state designation The project has the size, location, and quality of resources to qualify as a "State Buffer Preserve" to the Yellow River Marsh Aquatic Preserve and adjacent Class II shell fishing waters.

Manager The Department of Environmental Protection, Division of Marine Resources, Bureau of Coastal and Aquatic Managed Areas, is recommended as lead Manager for the northern portion. The Northwest Florida Water Management District is the Manager for the southern portion. This prospectus applies to the northern portion.

Conditions affecting intensity of management The Garcon Ecosystem CARL Project includes lands that require prescribed fire management.

Timetable for implementing management and provisions for security and protection of infrastructure Within the first year after acquisition, initial or intermediate activities will

concentrate on site security, fire management planning, resource inventory, and a completed management plan.

Long-range plans for this property will generally be directed toward the restoration of disturbed areas and the perpetuation and maintenance of natural communities. Management activities will also stress the protection of threatened and endangered species. An all-season burning program will be established using conventional practices. Whenever possible, existing roads, black lines, foam lines and natural breaks will be used to contain and control prescribed and natural fires. An educational program for all age groups will be used in conjunction with a carefully designed hiking trail, to keep the public away from sensitive areas. Efforts to prohibit vehicle activity except in designated areas will be a major concern.

The resource inventory will be used to identify sensitive areas that need special attention, protection or management and to locate areas that are appropriate for any recreational or administrative facilities. Infrastructure development will be confined to already disturbed areas and will be the absolute minimum required to allow public access, provide facilities for the public, and to manage the property.

Revenue-generating potential No revenue is expected to be generated for some years.

Cooperators in management activities The Department of Agriculture and Consumer Services, Division of Forestry, or the Department of Environmental Protection, Division of Recreation and Parks, may help with fire management.

Management Cost Summary/NWFWMO

Category	1986/87	1987/88	1988/89
Source of Funds	WMLTF	WMLTF	WMLTF
Salary	\$5,700	\$6,000	\$6,180
OPS	\$0	\$0	\$0
Expense	\$228	\$7,500	\$7,500
OCO	\$0	\$1,000	\$0
FCO	\$0	\$0	\$5,000
TOTAL	\$5,928	\$13,500	\$18,680

Management Cost Summary/DMR

Category	Startup	Recurring
Source of Funds	CARL	CARL
Salary	\$0	\$48,000
OPS	\$23,000	\$23,000
Expense	\$30,000	\$30,000
OCO	\$69,000	\$6,000
FCO	\$60,000	\$0
TOTAL	\$172,000	\$107,000

EXHIBIT 8

**Florida Conservation Lands Acquisition Priority:
Escribano Point**

Escribano Point

Priority 30

Santa Rosa County

Purpose for State Acquisition

The marshes, hammocks, flatwoods, and sandhills on the east shore of Pensacola Bay, isolated by Eglin Air Force Base, are still in excellent condition. The Escribano Point project will conserve a link of natural land between Eglin Air Force Base and the bay, protecting habitat for rare plants like the panhandle lily, maintaining the water quality of the bay with its grass beds and oyster bars, and allowing the public to enjoy recreational activities from fishing to hiking in this scenic landscape.

Manager

Division of Marine Resources, Florida Department of Environmental Protection.

General Description

The Escribano Point project includes a diverse sample of the undisturbed natural communities of northwest Florida. High-quality wetlands and submerged plant communities cover most of the project, while xeric oak hammock, mesic or scrubby pine flatwoods, and wet prairies that are habitat for many rare plants cover the fairly small upland areas. These communities are almost pristine largely because they are isolated by Eglin Air Force Base. The project will provide a buffer to the Yellow River Marsh

Aquatic Preserve, an Outstanding Florida Water with some of the last grass beds and oyster bars in Pensacola Bay. Eleven archaeological sites and two historical structures are recorded on the site and there is a moderate to high potential for more. The most immediate threat to the property is intensive logging.

Public Use

This project is designated for use as a buffer preserve to the Yellow River Marsh Aquatic Preserve; it is suitable for such activities as swimming, fishing, hiking, camping and nature appreciation.

Acquisition Planning and Status

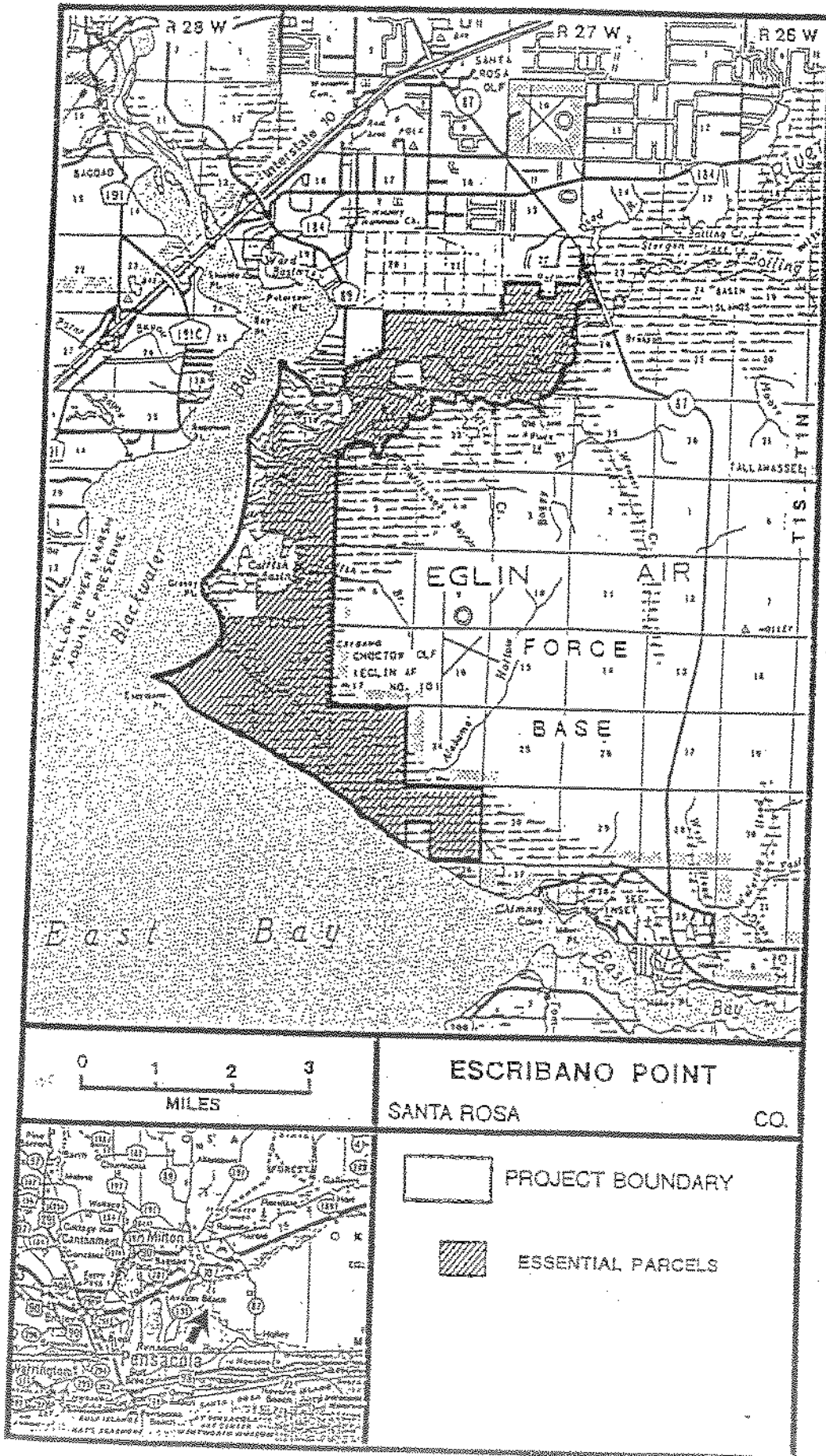
Negotiations should concentrate first on the larger parcels: Champion International, FDIC, White, Rice, and Graybiel.

Coordination

No acquisition partners are participating in this project. Escribano Point, however, is listed as a priority project within Northwest Florida Water Management District's Five Year Plan. It is across Escambia Bay from the district's Garcon Point acquisition and is adjacent to the district's Yellow/Shoal River project.

FNAI Elements	
<i>Panhandle lily</i>	G1G2/S1S2
West Indian manatee	G2?/S2?
SANDHILL	G2G3/S2
Atlantic sturgeon	G3/S2
<i>Sweet pitcher-plant</i>	G3/S3
<i>White-top pitcher plant</i>	G3/S3
SEEPAGE SLOPE	G3?/S2
<i>Chapman's butterwort</i>	G3?/S2
21 elements known from project	

Placed on list	1984
Project Area (Acres)	6,914
Acres Acquired	0
at a Cost of	\$0
Acres Remaining	6,914
with Estimated (Tax Assessed) Value of	\$2,878,800



Escribano Point - Priority 30

Management Policy Statement

The primary goals of management of the Escribano Point CARL project are: to conserve and protect significant habitat for native species or endangered and threatened species; to conserve, protect, manage, or restore important ecosystems, landscapes, and forests, in order to enhance or protect significant surface water, coastal, recreational, timber, fish or wildlife resources which local or state regulatory programs cannot adequately protect; to provide areas, including recreational trails, for natural-resource-based recreation; and to preserve significant archaeological or historical sites.

Management Prospectus

Qualifications for state designation The Escribano Point CARL project has the natural resources—undisturbed wetlands, hammocks, and pine forests—and location—adjacent to the Yellow River Marsh Aquatic Preserve and adjacent Class II shellfishing waters—to qualify as a state buffer preserve.

Manager The Department of Environmental Protection, Division of Marine Resources, Bureau of Coastal and Aquatic Managed Areas, is recommended as lead manager.

Conditions affecting intensity of management The project includes "low-need" lands that require prescribed fire management and protection from unauthorized activities.

Timetable for implementing management and provisions for security and protection of infrastructure Within the first year after acquisition,

activities will concentrate on site security, fire management planning, resource inventory, trash removal, and the completion of a management plan. The resource inventory will be used to identify sensitive areas that need special attention, protection or management and to locate areas that are appropriate for any recreational or administrative facilities. Infrastructure development will be confined to already disturbed areas and will be the absolute minimum for management of the property and public access.

Long-range plans for this property will generally be directed toward the restoration of disturbed areas and the perpetuation of natural communities. Management will also protect threatened and endangered species. An all-season burning program will be established. Interpretive programs will be used to educate the public on the natural and cultural resources in the area. Vehicles will be limited to designated areas.

Revenue-generating potential Portions of this project have pine forests that could help offset operational costs. Any estimate of the revenue that could be generated from harvest of these pinelands will depend upon a detailed assessment of the value of the timber on-site and upon the amount of harvesting that is determined to be consistent with protection of the natural resources on this project.

The Division of Forestry and/or Division of Recreation and Parks may help with fire management. Any archeological management will be coordinated with the Division of Historical Resources.

Management Cost Summary/DMR

Category	Startup CARL	Recurring CARL
Salary	\$0	\$48,000
OPS	\$25,000	\$47,000
Expense	\$30,000	\$50,000
OCO	\$125,000	\$15,000
FCO	\$50,000	\$0
TOTAL	\$230,000	\$160,000

EXHIBIT 9

**Florida Game and Fresh Water Fish Commission:
Gap Analysis**



FLORIDA GAME AND FRESH WATER FISH COMMISSION



THOMAS B. KIBLER
Lakeland

JAMES L. "JAMIE" ADAMS Jr.
Bushnell

JULIE K. MORRIS
Sarasota

QUINTON L. HEDGEPEETH, DDS
Miami

EDWIN P. ROBERTS, D.C.
Pensacola

ALLAN L. EGBERT, Ph.D., Executive Director
VICTOR J. HELLER, Assistant Executive Director

OFFICE OF ENVIRONMENTAL SERVICES
BRADLEY J. HARTMAN, DIRECTOR
FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, FL 32399-1600
(850) 488-6661
SUNCOM 278-6661
FAX (850) 922-5679
TDD (850) 488-9542

May 20, 1999

Mr. Glen Miley
Joe A. Edmisten and Associates, Inc.
1218 E Cervantes St.
Pensacola, FL 32501

Dear Mr. Miley:

This letter is in response to your request received on 19 May 1999 for listed species and critical habitat information for the Mitigation Bank in Santa Rosa County, Florida. There are no species records from Florida Game and Fresh Water Fish Commission's databases that occur within Section 26, Township 1 North, Range 28 West. However, portions of the area are identified as priority wetlands. A map of these wetlands is enclosed.

Please note that our database does not necessarily contain records of all listed species which may occur in a given area. Our data is limited to sites which we surveyed or sites which others have surveyed and provided us with their data. Therefore, one should not assume that an absence of occurrences in our database indicates that species of significance do not occur in the area.

If your investigation of this area yield additional listed species occurrences, we would appreciate your sending us the records of your findings so that we can add the information to our database. The Florida Natural Areas Inventory (FNAI) maintains a separate database of listed plant and wildlife species, please contact FNAI directly for specific information on the locations of element occurrences within the project area.

Please credit the Florida Game and Fresh Water Fish Commission in any publication or presentation of this data. If you have any questions or further requests, please contact me at (850) 488-6661.

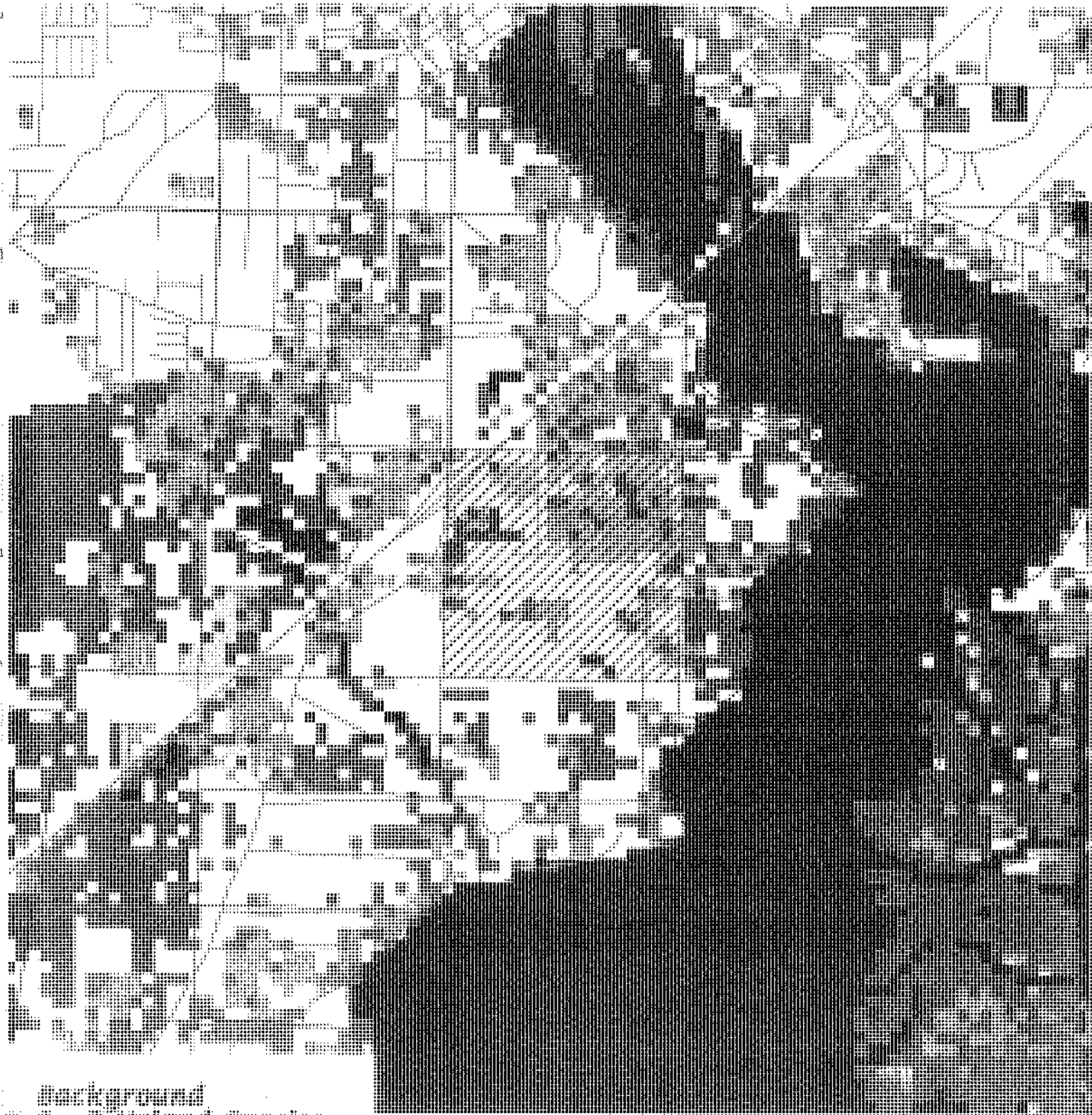
Sincerely,

Robert J. Kawula, Ph.D.
Biological Scientist

RJK
ENV 8-7/8
/kawula/correspondence/wiley.doc
enclosures

Mitigation Bank Site Santa Rosa County

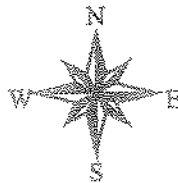
Priority Wetlands



Background

- 7 - 3 Upland Species
- 4 - 6 Upland Species
- 1 - 3 Wetland Species
- 4 - 6 Wetland Species
- 7 - 9 Wetland Species
- 10 - 12 Wetland Species

0.0 0.1 Miles



20 May 1999

EXHIBIT 10

**Floral Community Species Composition
Qualitative**

Species Composition Analysis

The Following lists were collected at four sites within the 220-acre GPMB site located in Section 26 Township 1North Range 28 West, Santa Rosa County, Florida. The sites represent four general habitat areas that comprise the majority of the site (see map). Site A is a slightly elevated berm resulting from deposition of side-cast material from an excavated ditch. Site B is within the littoral zone of a small-excavated pond. Site C is an open field. Site D is an open field with slightly lower (ca. 1-2 inches) elevation than site C.

The lists were compiled by identifying the dominant plants within a ca. 10-foot radius of the observer at each sample point. The lists are intended to record (qualitatively) the species composition prior to implementation of a management plan. These lists are not exhaustive.

Site A

<i>Agrostis hiemalis</i>	Spring Bentgrass
<i>Carex longii</i>	Sedge
<i>Cuphea carthagenensis</i>	Loosestrife
<i>Eleocharis sp.</i>	Spikerush
<i>Eupatorium capillifolium</i>	Thoroughwort
<i>Gnaphalium spicatum</i>	Rabbit tobacco
<i>Hydrocotyle umbellata</i>	Marsh Pennywort
<i>Hypericum mutilum</i>	Dwarf St. John's-wort
<i>Juncus dichotomus</i>	Rush
<i>Juncus effusus</i>	Soft Rush
<i>Krigia cespitosa</i>	NA
<i>Lepidium virginicum</i>	Peppergrass
<i>Paspalum notatum</i>	Bahaigrass
<i>Paspalum urv</i>	Vasey Grass
<i>Plantago virg.</i>	Hoary Plantain
<i>Ptilimnium capillaceum</i>	Mock Bishop's Weed
<i>Pyrrhopappus carolinianus</i>	False Dandelion
<i>Rhexia mariana</i>	Pale Meadow Beauty
<i>Rubus trivialis</i>	Dewberry
<i>Rumex hastatulus</i>	Sourdock
<i>Sisyrinchium rosulatum</i>	Annua Blue-eyed Grass
<i>Solanum carolinense</i>	Horse-nettle
<i>Solidago altissima</i>	Golden Rod
<i>Solidago fistulosa</i>	Golden Rod
<i>Verbena brasiliensis</i>	Vervain

Site B

<i>Eleocharis baldwinii</i>	Spike Rush
<i>Eleocharis quadrangulata</i>	Spike Rush
<i>Eleocharis sp.</i>	Spike Rush
<i>Hydrocotyle umbellata</i>	Marsh Pennywort
<i>Juncus debilis</i>	Rush
<i>Juncus effusus</i>	Soft Rush
<i>Juncus elliotii</i>	Bog Rush
<i>Juncus marginatus</i>	Shore Rush
<i>Ludwigia octovalvis</i>	NA
<i>Ludwigia repens</i>	Water Primrose
<i>Lycopus</i>	Bugleweed
<i>Mikania scandens</i>	NA
<i>Micranthemum umbrosum</i>	NA
<i>Panicum hians</i>	Gaping Panicum
<i>Pluchea foetida</i>	Camphor weed
<i>Pluchea rosea</i>	Camphor weed
<i>Polygonum hydropiperoides</i>	Wild Water-pepper
<i>Rhexia mariana</i>	Pale Meadow Beauty
<i>Rhynchospora sp.</i>	Beakrush
<i>Rhynchospora cephalantha</i>	Beakrush
<i>Rhynchospora corniculata</i>	Hornrush
<i>Sapium sebiferum</i>	Popcorn Tree

Site C

Agrostis hiemalis	Spring Bentgrass
Andropogon virginicus	Broomsedge
Carex lougii	NA
Conoclinium coelestinum	Mist Flower
Eupatorium capillifolium	Dog Fennel
Eupatorium pilosum	NA
Hydrocotyle umbellata	Marsh Pennywort
Hypericum hypericoides	St. Andrew's-cross
Juncus dichotomus	Rush
Myrica cerifera	Wax Myrtle
Paspalum notatum	Bahiagrass
Paspalum urvillei	Bahiagrass
Ptilimnium capillaceum	Mock Bishop's-weed
Solidago fistulosa	Golden Rod
Sporobolus indicus	Smutgrass

Site D

<i>Aletris lutea</i>	Yellow Colic-root
<i>Aristida stricta</i>	Wiregrass
<i>Aronia arbutifolia</i>	Red Chokeberry
<i>Asclepias longifolia</i>	Milkweed
<i>Balduina uniflora</i>	Honeycomb-Head
<i>Centella asiatica</i>	Coinwort
<i>Dichronena latifolia</i>	White-Top Sedge
<i>Eryngium intergrifolium</i>	Blue-Flower Coyote Thistle
<i>Euphorbia inundata</i>	Spurge
<i>Hypericum crux-andreae</i>	St. Peter's Wort
<i>Hypericum myrtifolium</i>	St. John's Wort
<i>Ilex glabra</i>	Gallberry
<i>Lachnanthes caroliniana</i>	Redroot
<i>Lachnocaulon anceps</i>	White Head Bog Button
<i>Lophiola americana</i>	Goldcrest
<i>Ludwigia virgata</i>	NA
<i>Lycopodium alopecuroides</i>	Foxtail Clubmoss
<i>Lycopodium carolinianum</i>	Clubmoss
<i>Paspalum notatum</i>	Bahiagrass
<i>Polygala ranosa</i>	NA
<i>Rhexia alifanus</i>	Meadow Beauty
<i>Rhexia lutea</i>	NA
<i>Rhexia mariana</i>	Pale Meadow Beauty
<i>Rhynchospora</i> spp.	Beakrush
<i>Sabatia campanulata</i>	Marsh Pink
<i>Sarracenia flava</i>	Yellow Pitcher Plant
<i>Sarracenia leucophylla</i>	White Top Pitcher Plant
<i>Solidago fistulosa</i>	Golden Rod
<i>Spiranthes praecox</i>	Grass-leaved Ladies'-tresse
<i>Xyris baldwiniana</i>	St. Mary's Grass
<i>Xyris elliotii</i>	Yellow Eyed Grass

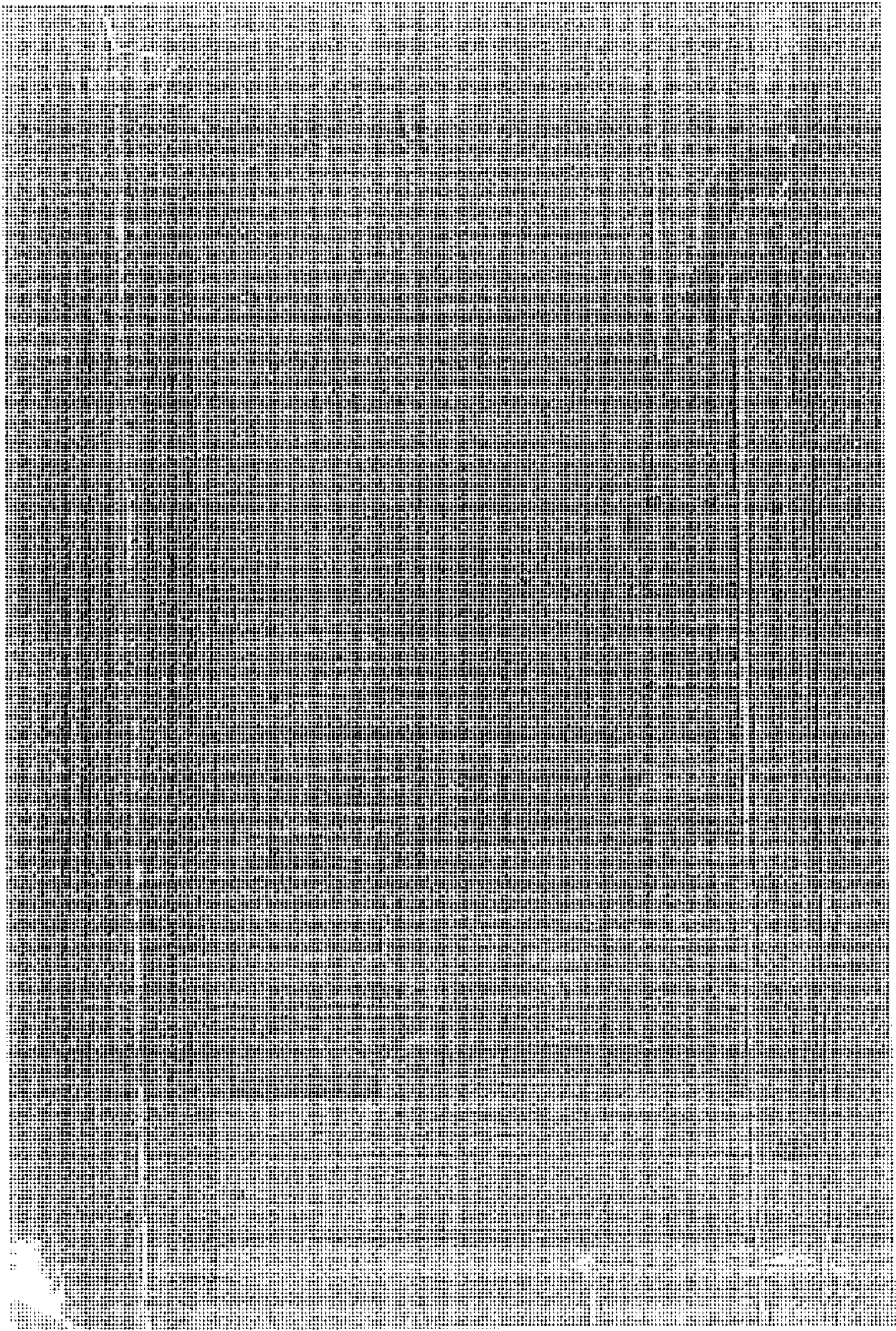


EXHIBIT 11

**Florida Natural Areas Inventory:
Element Occurrence Report**

FLORIDA NATURAL AREAS INVENTORY

1018 Thomasville Road, Suite 200-C · Tallahassee, Florida 32303 · (850) 224-8207 · FAX (850) 681-9364 · www.fnai.org

May 27, 1999

Glen Miley
Joe A. Edmisten, Inc.
1218 E. Cervantes St.
Pensacola, FL 32501

Dear Mr. Miley:

Thank you for your request for information from the Florida Natural Areas Inventory (FNAI). Your data request, received on May 19, 1999, specified an area located in Township 1N, Range 28W, Section 26 and areas to the SW of the site in Santa Rosa County.

A search of our maps and database indicates that currently we have 21 Element Occurrence Records mapped within the wider vicinity of the study area (see enclosed map and table). Note that the map legend indicates the precision of the element occurrence location, defined as second (within about 300 feet), minute (within about one mile), or general (within about 5 miles). Also note the locations of breeding colony sites identified by the Florida Game and Fresh Water Fish Commission Breeding Bird Atlas Project.

This site appears to be located near the Garcon Ecosystem CARL Project Macrosite which is part of the State of Florida's Conservation and Recreation Lands land acquisition program. For more information on this CARL Project, contact the Florida Department of Environmental Protection, Division of State Lands.

Several of the species and natural communities tracked by the Florida Natural Areas Inventory are considered data sensitive. Occurrence records for these elements contain information which we consider sensitive due to collection pressures, extreme rarity, or at the request of the source of the information. The Element Occurrence Record has been marked "Data Sensitive." We request that you please not publish or release specific locational data about these species or communities without prior permission from FNAI. If you have any questions concerning this please do not hesitate to call.

Please note that Potential Natural Areas are located near the site. These are private lands which are not managed for conservation, but which may have features of environmental significance, as determined by FNAI scientists. Potential Natural Areas should be considered important

Glen Miley
May 27, 1999
Page 2

information for planning purposes. Please see the enclosed explanation sheet for more information.

FNAI strongly suggests that a site specific survey be conducted to determine the current presence or absence of rare, threatened, or endangered species. Surveys should be conducted by individuals familiar with Florida's flora and fauna. For your convenience, a summary of the elements recorded for Santa Rosa County is enclosed.

The database maintained by the Florida Natural Areas Inventory is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources. However, the data are not always based on comprehensive or site specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys.

Information provided by this database may not be published without prior written notification to the Florida Natural Areas Inventory, and FNAI must be credited as an information source in these publications. FNAI data may not be resold for profit.

Thank you for your use of FNAI services. A copy of the invoice is enclosed for your information; the original will be mailed to your accounts payable department. If I can be of further assistance, please give me a call at (850) 224-8207.

Sincerely,



Jonathan Oetting
Conservation Information Coordinator

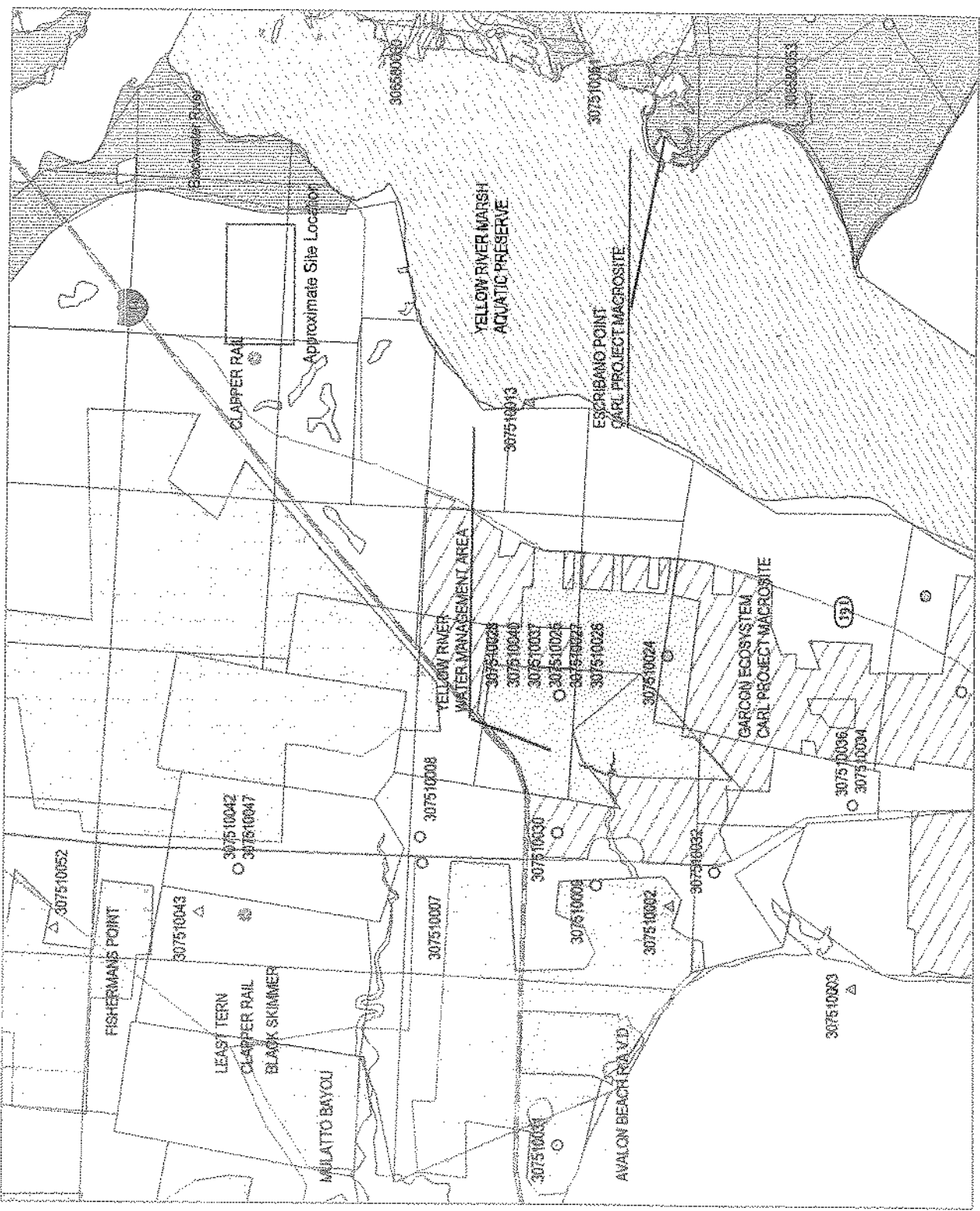
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Florida Natural Areas Inventory

1018 Thomasville Rd., 200-C
Tallahassee, FL 32303
(850) 224-8207

Township 1N, Range 28W, Section 26 and Managed Lands SW of site; Santa Rosa County



LEGEND

Element Occurrences:

Precision:
sec min gen

- Animals
- Plants
- Natural Communities
- Other

● FL Game & Fresh Water Fish Breeding Bird Atlas Project

● US Fish & Wildlife Service Scrub Jay Survey

Managed Areas:

- Federal
- State
- Local
- Private
- Aquatic Preserves

Land Acquisition Projects:

- Save Our Rivers
- CARL 98

Non-managed Areas:

- Potential Natural Areas
- Areas of Conservation Interest

Infrastructure:

- Principal highways
- Secondary highways
- Local roads
- Water



Prepared by K Merritt
27 May 1999
Data Source: FNAI 2/99



FNAI ELEMENT OCCURRENCE RECORDS ON OR NEAR SITE

GISID	ECCODE	SCIENTIFIC NAME	COMMON NAME	DATE		GLOBAL STATE		FEDERAL STATE		STATUS		DESCRIPTION	COMMENTS
				OBSERVED		RANK	RANK	STATUS	STATUS	STATE	STATE		
307510002	CPM000000000005*FL	WET PRAIRIE		G7	S47	N	N	N	N	N	N	PATCHES OF PITCHER PLANT PRAIRIE & WET FLATWOODS SCATTERED OVER LOWLYING PENINSULA	ISCHAEMUM RECURVUM (HOOKED MUSSEL), COVERING OYSTER REEF; FAUNAL ASSOCIATES: CREPIDULA, CLIONA, MELANIPORA AND SERPULID WORMS, WATER DEPTH 2 M
307510003	CE1000000000005*FL	ESTUARINE MOLLUSK REEF		G3	S3	N	N	N	N	N	N		PROLYDA: 10-12 PLANTS NEAR SW CORNER OF "BLOCK" WHERE THEY ARE NOW BUILDING A HUGE RADIO COMMUNICATIONS AERIAL.
307510007	PMPOA180300022*FL	CALAMOVILFA CURTISSII	CURTISS' SANDGRASS	G3	S3	N	N	N	N	LT			
307510008	PDSAR020300015*FL	SARRACENIA LEUCOPHYLLA	WHITE-TOP PITCHERPLANT	G3	S3	N	N	N	N	LE			WIRE GRASS-PITCHERPLANT "MEADOW" WITH CONSIDERABLE SHRUB INVASION. ARISTIDA STRICTA, SARRACENIA FLAVA, MYRICA CERIFERA, ILEX GLABRA, I. VOMITORIA.
307510009	PDSAR020300016*FL	SARRACENIA LEUCOPHYLLA	WHITE-TOP PITCHERPLANT	G3	S3	N	N	N	N	LE			100-150+ PLANTS, SOME FRUITING, ALL PLANT FLOWERING SCATTERED OVER 2.5 ACRES. PLANTS APPEAR REDDISH-POSSIBLY DUE TO DROUGHT. ASSOCIATED SPP: SARRACENIA FLAVA (100-200 PLANTS), ARISTIDA STRICTA.
307510013	AFCNB040900002*FL	FUNDULUS JENKINSI	SALT MARSH TOP/MINGOW	G3	S2	N	N	N	N	LS			18 SPECIMENS COLLECTED.
307510024	CFH00000000022*FL	DOME SWAMP		G47	S37	N	N	N	N	N			POORLY TO VERY POORLY DRAINED, ESSENTIALLY NEARLY LEVEL OPEN PRAIRIE(SWAMP) CYPRESS DEPRESSION LARUSCAPE CHARACTERISTIC OF THE PACTOLUS-RUTILEGE-ARILAT SOIL ASSOCIATION (SANDY AND LOAMY SOILS). VEGETATION CONSISTS OF A MOSAIC OF OPEN WETLAND SAVANNA (NET

FNAI ELEMENT OCCURRENCE RECORDS ON OR NEAR SITE

GISID	ECCODE	SCIENTIFIC NAME	COMMON NAME	DATE OBSERVED	GLOBAL RANK	STATE RANK	FEDERAL STATUS	STATUS	DESCRIPTION	COMMENTS
307510026	CPM00000001030*FL	WET PRAIRIE		1983-09-26	G7	S47	N	N	POORLY TO VERY POORLY DRAINED, ESSENTIALLY NEARLY LEVEL, OPEN PRAIRIE/SAVANNAH/CYPRESS DEPRESSION LANDSCAPE CHARACTERISTIC OF THE PACTOLUS-RUTLEGE-MOLAT SOILS ASSOCIATION (SANDY AND LOAMY SOILS). VEGETATION CONSISTS OF A MOSAIC OF OPEN WETLAND SAVANNA (NET	THE GROUND COVER OF THE WET PRAIRIES IS TYPICALLY DOMINATED BY WIRE GRASS (ARISTIDA STRICTA), WITH A DIVERSE ASSOCIATED FLORA OF GRASSES, SEDGES (PRINCIPALLY THE GENUS RHYCHODORAL) AND FLOWERING WETLAND FORBS. CONSPICUOUS FLOWERING PLANTS OF THESE COMMUNIT
307510026	PMFOA00010*033*FL	ANDROPOGON ARCTATUS	PINE WOODS BLUESTEM	1983-09-26	G3	S3	N	LT	THIS IS THE GRAND SAVANNA OF THE GARCON POINT PENINSULA, ESSENTIALLY UNDISTURBED (EXCEPT FOR SOME HARD FIRE BREAKS), EXTENSIVE WET PRAIRIE (UNDRAINED), WITH INTACT, VERY DIVERSE GROUND COVER VEGETATION, ESSENTIALLY NO WOODY SHRUB INVASION, SITE IS MAINTAIN	ANDROPOGON ARCTATUS IS MOST ABUNDANT IN THE MESIC PARTS OF THE WET PRAIRIE. IN THIS PLANT COMMUNITY THERE ARE WIDELY SCATTERED LONG LEAF PINE AND THE GROUND COVER IS PRINCIPALLY A MIXTURE OF GRASSES (ARISTIDA STRICTA, ANDROPOGON GERARDI, CTENIUM ARIZOMATICU
307510027	PMFOA16830*084*FL	CALAMOVILFA CURTISSII	CURTISS' SANDGRASS	1983-09-26	G3	S3	N	LT	THIS IS THE GRAND SAVANNA OF THE GARCON POINT PENINSULA, ESSENTIALLY UNDISTURBED (EXCEPT FOR SOME HARD FIRE BREAKS), EXTENSIVE WET PRAIRIE (UNDRAINED), WITH INTACT, VERY DIVERSE GROUND COVER VEGETATION, ESSENTIALLY NO WOODY SHRUB INVASION, SITE IS MAINTAIN	CALAMOVILFA CURTISSII OCCURS PRIMARILY IN THE WET PRAIRIES/CYPRESS SWALE LANDSCAPE AROUND THE OUTER EDGES OF HERDAGEOUS ECOTONES JUST ABOVE FOND CYPRESS DOMES AND SHOALS WHERE IT IS OFTEN THE DOMINANT GROUND COVER GRASS FORMING LARGE CLUMPS, AND SOMETIMES
307510028	PDSARC02630*164*FL	SARRACENIA LEUCOPHYLLA	WHITE-TOP PITCHER PLANT	1983-09-26	G3	S3	N	LE	THIS IS THE GRAND SAVANNA OF THE GARCON POINT PENINSULA, ESSENTIALLY UNDISTURBED (EXCEPT FOR SOME HARD FIRE BREAKS), EXTENSIVE WET PRAIRIE (UNDRAINED), WITH INTACT, VERY DIVERSE GROUND COVER VEGETATION, ESSENTIALLY NO WOODY SHRUB INVASION, SITE IS MAINTAIN	SARRACENIA LEUCOPHYLLA IS LOCALLY VERY ABUNDANT IN THE WET-MESIC PLANT COMMUNITY CHARACTERISTIC OF THE WET PRAIRIE NATURAL COMMUNITY. THIS IS THE MOST WIDESPREAD AND TYPICAL OF THE EXTENSIVE OPEN WETLAND SAVANNAS ON GARCON POINT. THE SOIL IS STRONGLY HYD

FNAI ELEMENT OCCURRENCE RECORDS ON OR NEAR SITE

GISID	ECCODE	SCIENTIFIC NAME	COMMON NAME	DATE OBSERVED	GLOBAL RANK	STATE RANK	FEDERAL STATUS	STATE STATUS	DESCRIPTION	COMMENTS
307510030	PMXYR010R0*001*FL	XYRIS LOUISIANICA	KRAL'S YELLOW-EYED GRASS	1989-09-22	G07	S1	N	LE	THIS IS THE GRAND SAVANNA OF THE GARCON POINT PENINSULA. ESSENTIALLY UNDISTURBED (EXCEPT FOR SOME HARD FIRE BREAKS), EXTENSIVE WET PRAIRIE (UNDRAINED), WITH INTACT VERY DIVERSE GROUNDCOVER VEGETATION. ESSENTIALLY NO WOODY SHRUB INVASION. SITE IS MAINTAIN	XYRIS LOUISIANICA IS MOST ABUNDANT IN THE WET PARTS OF THE WET PRAIRIE. IN THIS PLANT COMMUNITY THESE ARE HEAVILY SCATTERED LONGLEAF PINE AND THE GROUNDCOVER IS PRINCIPALLY A MIXTURE OF GRASSES (ARISTIDA STRICTA, AROMATICUM,
307510031	ORKER00000*323*FL	BIRD ROOKERY		1989-05-16			N	N	Predominantly salt marsh with some pickleweed and freshwater marsh. Salt marsh 116 acres, Pickleweed 66.7 acres, spoil area 6.1 acres, freshwater marsh 1.3 acres.	Ca. 30 nests of Great Egrets Nesting.
307510032	PMPOA18030*086*FL	CALAMOVILFA CURTISSII	CURTISS' SANDGRASS	1992-07-16	G3	S3	N	LT		SPECIES PRESENT ON SITE.
307510034	PMPOA18030*087*FL	CALAMOVILFA CURTISSII	CURTISS' SANDGRASS	1992-07-16	G3	S3	N	LT		SPECIES LOCATED ON SITE.
307510036	POSAR02030*170*FL	SARRACENIA LEUCOPHYLLA	WHITE-TOP PITCHERPLANT	1992-07-16	G3	S3	N	LE		SPECIES PRESENT ON SITE.
307510037	PMCYP04050*006*FL	CLADIUM MARISCOIDES	POND RUSH	1993-09-26	G5	S1	N	N	This is the grand savanna of the Garcon Point Peninsula. Essentially undisturbed (except for some hard fire breaks), extensive wet prairie (undrained), with intact, very diverse groundcover vegetation. Essentially no woody shrub invasion, site is marshal	Observed throughout wet prairie. Especially vigorous in area that burned one year ago.
307510040	P***	DATA SENSITIVE PLANT SPECIES	DATA SENSITIVE PLANT SPECIES	1993-09-26	G4	S3S4	N	LE	This is the grand savanna of the Garcon Point Peninsula. Essentially undisturbed (except for some hard fire breaks), extensive wet prairie (undrained), with intact, very diverse groundcover vegetation. Essentially no woody shrub invasion, site is marshal	One individual observed in flower, but many others seen in the past.
307510042	PMPOA18030*163*FL	CALAMOVILFA CURTISSII	CURTISS' SANDGRASS	1995-04-00	G3	S3	N	LT		1995-04-00: Found in 3 of 4 study quadrats (RUSPH011), 1994-04-30: Plants cover ca 2 acres (PHD01T01). Occurrence on site.
307510043	POSAR02030*215*FL	SARRACENIA LEUCOPHYLLA	WHITE-TOP PITCHERPLANT	1994-04-30	G3	S3	N	LE		
307510047	PDDR02050*114*FL	DROSERIA INTERMEDIA	SPOON-LEAVED SUNDEW	1995-04-00	G5	S3	N	LT	Marsh being invaded by Cilectia.	1995-04-00: Observed in 1 of 4 study quadrats (RUSPH001).

RANK EXPLANATIONS
for FNAI Global Rank, FNAI State Rank, Federal Status, and State Status

The Nature Conservancy and the Natural Heritage Program Network (of which FNAI is a part) define an element as any exemplary or rare component of the natural environment, such as a species, natural community, bird rookery, spring, sinkhole, cave, or other ecological feature. An element occurrence (EO) is a single extant habitat that sustains or otherwise contributes to the survival of a population or a distinct, self-sustaining example of a particular element.

Using a ranking system developed by The Nature Conservancy and the Natural Heritage Program Network, the Florida Natural Areas Inventory assigns two ranks to each element. The global rank is based on an element's worldwide status; the state rank is based on the status of the element in Florida. Element ranks are based on many factors, the most important ones being estimated number of Element occurrences, estimated abundance (number of individuals for species; area for natural communities), range, estimated adequately protected EOs, relative threat of destruction, and ecological fragility.

Federal and State status information is from the U.S. Fish and Wildlife Service; and the Florida Game and Freshwater Fish Commission (animals), and the Florida Department of Agriculture and Consumer Services (plants), respectively.

FNAI GLOBAL RANK DEFINITIONS

- G1** = Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
- G2** = Imperiled globally because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
- G3** = Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction of other factors.
- G4** = apparently secure globally (may be rare in parts of range)
- G5** = demonstrably secure globally
- GH** = of historical occurrence throughout its range, may be rediscovered (e.g., ivory-billed woodpecker)
- GX** = believed to be extinct throughout range
- GXC** = extirpated from the wild but still known from captivity or cultivation
- G#?** = tentative rank (e.g., G2?)
- G#G#** = range of rank; insufficient data to assign specific global rank (e.g., G2G3)
- G#T#** = rank of a taxonomic subgroup such as a subspecies or variety; the G portion of the rank refers to the entire species and the T portion refers to the specific subgroup; numbers have same definition as above (e.g., G3T1)
- G#Q** = rank of questionable species - ranked as species but questionable whether it is species or subspecies; numbers have same definition as above (e.g., G2Q)
- G#T#Q** = same as above, but validity as subspecies or variety is questioned.
- GU** = due to lack of information, no rank or range can be assigned (e.g., GUT2).
- G?** = not yet ranked (temporary)

FNAI STATE RANK DEFINITIONS

- S1** = Critically imperiled in Florida because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
- S2** = Imperiled in Florida because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
- S3** = Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction of other factors.
- S4** = apparently secure in Florida (may be rare in parts of range)
- S5** = demonstrably secure in Florida

FNAI STATE RANK DEFINITIONS (cont.)

- SH** = of historical occurrence throughout its range, may be rediscovered (e.g., ivory-billed woodpecker)

Florida Natural Areas Inventory: Areas of Conservation Interest (ACI) and Potential Natural Areas (PNA) Data Layers

Effective January 1, 1998, the former Areas of Conservation Interest data layer categories A, B and C have been reclassified into two separate layers known as Areas of Conservation Interest (ACI) and Potential Natural Areas (PNA). The former ACI categories B and C have been renamed and assigned new ranks as explained below. The only changes made have been in data layer name and rank assignments. The actual information contained in the data layers remains the same.

I. AREAS OF CONSERVATION INTEREST (ACI)

(Formerly ACI Category A, no internal ranking assigned)

The Areas of Conservation Interest data layer indicates, throughout the State of Florida, natural resource areas that remain in private ownership and are not managed or listed for conservation purposes. These areas have been identified on the basis of extensive ground-truthing and/or the presence of highly ranked (FNAI G1/S1) documented plant, animal, or natural community element occurrences. The database information was supplemented by FNAI's scientific staff interpretation of landscape vegetation from Florida Department of Transportation (FDOT) aerial photographs. FNAI occurrence information is compiled from a variety of sources including field surveys by FNAI staff, published literature, herbaria and museum collections and personal communication or unpublished notes.

II. POTENTIAL NATURAL AREAS (PNA)

(Formerly ACI Category B and C; ranking of 1-5 assigned with 1 indicating the highest quality natural communities)

The Potential Natural Areas data layer indicates, throughout the State of Florida, lands that are in private ownership and are not managed or listed for conservation purposes that are possible examples of good quality natural communities. These areas were determined from FNAI's scientific staff vegetative interpretation of 1988-1993 FDOT aerial photographs and from input received during Regional Ecological Workshops held for each regional planning council. These workshops were attended by experts familiar with natural areas in the region. Element occurrences in the FNAI database may or may not be present on these sites. In order to be classified as a Potential Natural Area (with the exception of internal rank PNA-5) the natural communities identified through aerial photographs must meet the following criteria:

1. Must be a minimum of 500 acres. *Exceptions:* sandhill, min. 320 acres; scrub, min. 80 acres; pine rockland, min. 20 acres; dry prairie, min. 320 acres; or any example of coastal rock barren, upland glade, coastal dune lake, spring-run stream or terrestrial cave.
2. Must contain at least one of the following:
 - a. One or more high quality examples of FNAI state ranked S3 or above natural communities.
 - b. An outstanding example of any FNAI tracked natural community.

Potential Natural Areas have been assigned ranks of PNA-1 through PNA-4 mostly based on size and perceived quality and type of natural community present. The areas included in internal rank PNA-5 (former ACI Category C) are exceptions to the above criteria. These areas were identified through the same process of aerial photographic interpretation and regional workshops as the PNA 1 through 4 ranked sites, but do not meet the standard criteria. These PNA 5 areas are considered lower priority for conservation than areas ranked PNA 1- 4, but nonetheless are believed to be ecologically viable tracts of land representative of Florida's natural ecosystems.

FLORIDA NATURAL AREAS INVENTORY

April, 1998

1018 Thomasville Road, Suite 200-C, Tallahassee, FL 32303 (850) 224-8207 Page 1

Santa Rosa County Summary Rare Species and Natural Communities

Scientific Name	Common Name	Global Rank*	State Rank*	Federal Status*	State Status*	Occurrence Status†
FISH						
<i>Acipenser oxyrinchus desotoi</i>	Gulf sturgeon	G3T2	S2	LT	LS	C
<i>Atractosteus spatula</i>	alligator gar	G5	S3	N	N	C
<i>Crystallaria asprella</i>	crystal darter	G3	S1	N	LS	C
<i>Etheostoma histrio</i>	harlequin darter	G5	S1	N	LS	C
<i>Etheostoma proeliare</i>	cypress darter	G5	S2	N	N	C
<i>Fundulus dispar blairae</i>	southern starhead topminnow	G4T4	S?	N	N	C
<i>Fundulus jenkinsi</i>	saltmarsh topminnow	G3	S2	N	LS	C
<i>Hybognathus hayi</i>	cypress minnow	G5	S1S2	N	N	C
<i>Lythrurus atrapiculus</i>	blacktip shiner	G4	S2	N	N	C
<i>Macrhybopsis sp 2</i>	Florida chub	G3	S2	N	N	C
<i>Moxostoma carinatum</i>	river redhorse	G4	S1S2	N	N	C
<i>Nocomis leptcephalus</i>	bluehead chub	G5	SE?	N	N	C
<i>Notropis melanostomus</i>	blackmouth shiner	G2	S1	N	LE	C
<i>Percina aequipetala</i>	southern logperch	G3	S2	N	N	C
<i>Percina vigil</i>	saddleback darter	G5	S1	N	N	C
<i>Pteronotropis welaka</i>	bluenose shiner	G4	S4	N	LS	C
AMPHIBIANS						
<i>Ambystoma cingulatum</i>	flatwoods salamander	G2G3	S2S3	PT	N	C
<i>Ambystoma tigrinum</i>	tiger salamander	G5	S3	N	N	C
<i>Amphiuma pholeter</i>	one-toed amphiuma	G3	S3	N	N	C
<i>Desmognathus monticola</i>	scal salamander	G5	S1	N	N	P
<i>Hyla andersonii</i>	pine barrens treefrog	G4	S3	N	LS	C
<i>Rana capito</i>	gopher frog	G4	S3	N	LS	C
<i>Rana okaloosae</i>	Florida bog frog	G2	S2	N	LS	C
REPTILES						
<i>Alligator mississippiensis</i>	American alligator	G5	S4	T(S/A)	LS	P
<i>Apalone mutica calvata</i>	Gulf Coast smooth softshell	G5T5	S1	N	N	C
<i>Caretta caretta</i>	loggerhead	G3	S3	LT	LT	C
<i>Chelonia mydas</i>	green turtle	G3	S2	LE	LE	C
<i>Crotalus adamanteus</i>	eastern diamondback rattlesnake	G5	S3	N	N	C
<i>Dermachelys coriacea</i>	leatherback	G3	S2	LE	LE	N
<i>Drymarchon corais couperi</i>	eastern indigo snake	G4T3	S3	LT	LT	C
<i>Eumeces anhracinus</i>	coal skink	G5	S3	N	N	C
<i>Gopherus polyphemus</i>	gopher tortoise	G3	S3	N	LS	C
<i>Graptemys ernsti</i>	Escambia map turtle	G2	S2	N	N	C
<i>Lepidochelys kempii</i>	Kemp's ridley	G1	S1	LE	LE	P
<i>Macrochelys temminckii</i>	alligator snapping turtle	G3G4	S3	N	LS	C
<i>Nerodia clarkii clarkii</i>	Gulf salt marsh snake	G4T3	S3?	N	N	P
<i>Pituophis melanoleucus mugitus</i>	Florida pine snake	G5T3?	S3	N	LS	C
BIRDS						
<i>Accipiter cooperii</i>	Cooper's hawk	G4	S3?	N	N	P
<i>Aimophila aestivalis</i>	Bachman's sparrow	G3	S3	N	N	C
<i>Ammodramus henslowii</i>	Henslow's sparrow	G3G4	S?	N	N	C
<i>Ammodramus maritimus fisheri</i>	Louisiana seaside sparrow	G4T4	S1	N	N	C
<i>Ardea alba</i>	great egret	G5	S4	N	N	P

FLORIDA NATURAL AREAS INVENTORY

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April, 1998

Santa Rosa County Summary Rare Species and Natural Communities

Scientific Name	Common Name	Global Rank*	State Rank*	Federal Status*	State Status*	Occurrence Status†
<i>Charadrius alexandrinus</i>	snowy plover	G4	S2	N	LT	P
<i>Charadrius melodus</i>	piping plover	G3	S2	LT	LT	P
<i>Cistothorus palustris marianae</i>	Marian's marsh wren	G5T3	S3?	N	LS	P
<i>Egretta caerulea</i>	little blue heron	G5	S4	N	LS	P
<i>Egretta thula</i>	snowy egret	G5	S4	N	LS	P
<i>Egretta tricolor</i>	tricolored heron	G5	S4	N	LS	P
<i>Elanoides forficatus</i>	swallow-tailed kite	G4	S2S3	N	N	P
<i>Eudocimus albus</i>	white ibis	G5	S4	N	LS	P
<i>Falco columbarius</i>	merlin	G5	SU	N	N	P
<i>Falco peregrinus</i>	peregrine falcon	G4	S2	LE	LE	P
<i>Falco sparverius paulus</i>	southeastern American kestrel	G5T3T4	S3?	N	LT	P
<i>Haematopus palliatus</i>	American oystercatcher	G5	S3	N	LS	P
<i>Ixobrychus exilis</i>	least bittern	G5	S4	N	N	P
<i>Laterallus jamaicensis</i>	black rail	G4	S3?	N	N	P
<i>Mycteria americana</i>	wood stork	G4	S2	LE	LE	P
<i>Nyctanassa violacea</i>	yellow-crowned night-heron	G5	S3?	N	N	P
<i>Nycticorax nycticorax</i>	black-crowned night-heron	G5	S3?	N	N	P
<i>Pandion haliaetus</i>	osprey	G5	S3S4	N	LS**	C
<i>Pelecanus occidentalis</i>	brown pelican	G4	S3	N	LS	P
<i>Picoides borealis</i>	red-cockaded woodpecker	G3	S2	LE	LT	C
<i>Picoides villosus</i>	hairy woodpecker	G5	S3?	N	N	P
<i>Plegadis falcinellus</i>	glossy ibis	G5	S2	N	N	P
<i>Rallus longirostris scottii</i>	Florida clapper rail	G5T3?	S3?	N	N	P
<i>Rynchops niger</i>	black skimmer	G5	S3	N	LS	P
<i>Seiurus motacilla</i>	Louisiana waterthrush	G5	S3	N	N	P
<i>Setophaga ruticilla</i>	American redstart	G5	S3	N	N	P
<i>Sterna antillarum</i>	least tern	G4	S3	N	LT	C
<i>Sterna caspia</i>	Caspian tern	G5	S2?	N	N	P
<i>Sterna maxima</i>	royal tern	G5	S3	N	N	P
<i>Sterna sandvicensis</i>	sandwich tern	G5	S2	N	N	P

MAMMALS

<i>Corynorhinus rafinesquii</i>	Rafinesque's big-eared bat	G3	S3?	N	N	P
<i>Mustela frenata olivacea</i>	southeastern weasel	G5T4	S3?	N	N	P
<i>Peromyscus polionotus leucocephalus</i>	Santa Rosa beach mouse	G5T1	S1	N	N	C
<i>Tamias striatus</i>	eastern chipmunk	G5	S2	N	LS	C
<i>Trichechus manatus</i>	manatee	G2?	S2?	LE	LE	C
<i>Ursus americanus floridanus</i>	Florida black bear	G5T2	S2	C	LT**	C

INVERTEBRATES

<i>Amblyma plicata perplicata</i>	roundflake	G5T3	SH	N	N	C
<i>Anodonta suborbiculata</i>	flat floater	G4	S1S2	N	N	C
<i>Cordulegaster sayi</i>	Say's spiketail	G1G2	S1S2	N	N	C
<i>Fusconaia escambia</i>	narrow pigtoe	G2	S?	N	N	C
<i>Lampsilis ornata</i>	southern pocketbook	G5	S1	N	N	C
<i>Megalania boykiniana</i>	round washboard	G3	S?	N	N	C
<i>Plectomerus dombeyanus</i>	bankclimber	G4	SH	N	N	C
<i>Pleurobema strodeanum</i>	fuzzy pigtoe	G2	S?	N	N	C

VASCULAR PLANTS

FLORIDA NATURAL AREAS INVENTORY

1018 Thomasville Road, Suite 200-C, Tallahassee, FL 32303 (850) 224-8207 Page 3

April, 1998

Santa Rosa County Summary Rare Species and Natural Communities

Scientific Name	Common Name	Global Rank*	State Rank*	Federal Status*	State Status*	Occurrence Status†
<i>Andropogon arcuatus</i>	pine-woods bluestem	G3	S3	N	N	C
<i>Aristida simpliciflora</i>	southern three-awned grass	G2	S2	N	N	C
<i>Baptisia calycosa</i> var <i>villosa</i>	hairy wild indigo	G2T3	S3	N	LT	C
<i>Calamovilfa curtissii</i>	Curtiss' sandgrass	G3	S3	N	LT	C
<i>Calycanthus floridus</i>	sweet shrub	G5T4	S2	N	LE	C
<i>Carex baltzellii</i>	Baltzell's sedge	G2	S2	N	LT	C
<i>Carex tenax</i>	sandhill sedge	G5?	S2	N	N	C
<i>Chrysopsis godfreyi</i>	Godfrey's golden aster	G2	S2	N	N	C
<i>Chrysopsis gossypina</i> ssp <i>cruiseana</i>	Cruise's golden aster	G5T2	S2	N	LE	C
<i>Cladium mariscoides</i>	pond rush	G5	S1	N	N	C
<i>Coelorachis tuberculosa</i>	pedmont jointgrass	G3	S3	N	N	C
<i>Drosera intermedia</i>	spoon-leaved sundew	G5	S3	N	LT	C
<i>Eleocharis rostellata</i>	beaked spikerush	G5	S1	N	N	C
<i>Epigaea repens</i>	trailing arbutus	G5	S2	N	LE	C
<i>Hexastylis arifolia</i>	heartleaf	G5	S3	N	LT	C
<i>Ilex amelanchier</i>	serviceberry holly	G4	S2	N	N	C
<i>Illicium floridanum</i>	Florida anise	G5	S3	N	LT	C
<i>Juncus gymnocarpus</i>	Coville's rush	G4	S1	N	N	C
<i>Kalmia latifolia</i>	mountain laurel	G5	S3	N	LT	C
<i>Lachnocaulon digynum</i>	bog button	G3	S2?	N	N	C
<i>Lilium iridollae</i>	panhandle lily	G1G2	S1S2	N	LE	C
<i>Lupinus westianus</i>	Gulf Coast lupine	G2	S2	N	LT	C
<i>Macranthera flammea</i>	hummingbird flower	G3	S2	N	LE	C
<i>Magnolia ashei</i>	Ashe's magnolia	G2	S2	N	LE	C
<i>Magnolia pyramidata</i>	pyramid magnolia	G4	S2	N	LE	C
<i>Medeola virginiana</i>	indian cucumber-root	G5	S2	N	LE	C
<i>Myriophyllum laxum</i>	pedmont water-milfoil	G3	S2S3	N	N	C
<i>Najas filifolia</i>	narrowleaf naiad	G1	S1?	N	LT	C
<i>Nuphar lutea</i> ssp <i>ulvacea</i>	west Florida cowlily	G5T2	S2	N	N	C
<i>Panicum nudicaule</i>	naked-stemmed panic grass	G3?	S2?	N	N	C
<i>Pinguicula planifolia</i>	Chapman's butterwort	G3?	S2	N	LT	C
<i>Pinguicula prinuliflora</i>	primrose-flowered butterwort	G3G4	S3	N	LE	C
<i>Platanthera clavellata</i>	little club-spur orchid	G5	S1	N	N	C
<i>Platanthera integra</i>	yellow fringeless orchid	G4	S3S4	N	LE	C
<i>Polygonella macrophylla</i>	large-leaved jointweed	G2	S2	N	LT	C
<i>Potamogeton floridanus</i>	Florida pondweed	G1G2	S1S2	N	N	C
<i>Quercus arkansana</i>	Arkansas oak	G3	S3	N	N	C
<i>Rhexia parviflora</i>	small-flowered meadowbeauty	G2	S2	N	LE	C
<i>Rhododendron austrinum</i>	orange azalea	G3G4	S3	N	LE	C
<i>Rhynchospora crinitipes</i>	hairy-peduncled beakrush	G1	S1	N	N	C
<i>Rhynchospora stenophylla</i>	narrow-leaved beakrush	G4	S2S3	N	N	C
<i>Sarracenia leucophylla</i>	white-top pitcherplant	G3	S3	N	LE	C
<i>Sarracenia rubra</i>	sweet pitcherplant	G3	S2	N	LT	C
<i>Sideroxylon lycioides</i>	gopherwood buckthorn	G5	S2	N	LE	C
<i>Sideroxylon thornei</i>	Thorne's buckthorn	G2	S1	N	LE	C
<i>Stewartia malacodendron</i>	silky camellia	G4	S3	N	LE	C
<i>Tephrosia mohrrii</i>	pineland hoary-pea	G2?Q	S1	N	N	C
<i>Xyris chapmanii</i>	Chapman's yellow-eyed grass	G3	S1	N	N	C
<i>Xyris drummondii</i>	Drummond's yellow-eyed grass	G3	S2	N	N	C
<i>Xyris louisianica</i>	Kral's yellow-eyed grass	G3?	S1	N	N	C

<i>Xyris scabrifolia</i>	Harper's yellow-eyed grass	G3	S1	N	LT	C
<u>NATURAL COMMUNITIES</u>						
Alluvial Stream		G4	S2	N	N	C
Baygall		G4?	S4?	N	N	C
Blackwater Stream		G4	S2	N	N	C
Bog		G7	S3	N	N	C
Bottomland Forest		G4	S4?	N	N	C
Coastal Interdunal Swale		G3	S2	N	N	C
Depression Marsh		G4?	S3	N	N	C
Dome Swamp		G4?	S3?	N	N	C
Estuarine Mollusk Reef		G3	S3	N	N	C
Estuarine Tidal Marsh		G4	S4	N	N	C
Floodplain Forest		G7	S3	N	N	C
Floodplain Swamp		G7	S4?	N	N	C
Freshwater Tidal Swamp		G3	S3	N	N	C
Maritime Hammock		G4	S2	N	N	C
Mesic Flatwoods		G7	S4	N	N	C
River Floodplain Lake		G4?	S2	N	N	C
Sandhill		G2G3	S2	N	N	C
Scrub		G2	S2	N	N	C
Seepage Slope		G3?	S2	N	N	C
Seepage Stream		G4	S2	N	N	C
Slope Forest		G3	S2	N	N	C
Swamp Lake		G4	S3	N	N	C
Upland Hardwood Forest		G7	S3	N	N	C
Upland Pine Forest		G7	S3	N	N	C
Wet Flatwoods		G7	S4?	N	N	C
Wet Prairie		G7	S4?	N	N	C
Xeric Hammock		G7	S3	N	N	C
<u>OTHER</u>						
Bird rookery				N	N	C
Geological feature				N	N	C

* See attached *FNAI Rank Explanations* sheet for definitions of Global and State Ranks, and State and Federal Status

** See attached *FNAI Rank Explanations* sheet, *Special Animal Listings - State and Federal Status* section

† COUNTY OCCURRENCE STATUS

Vertebrates and Invertebrates:

C = (Confirmed) Occurrence status derived from a documented record in the FNAI data base.

P = (Potential) Occurrence status derived from a reported occurrence for the county, or the occurrence lies within the published range of the taxon.

N = (Nesting) For sea turtles only; occurrence status derived from documented nesting occurrences.

Plants, Natural Communities, and Other:

C = (Confirmed) Occurrence status derived from a documented record in the FNAI data base or from a herbarium specimen.

R = (Reported) Occurrence status derived from published reports.

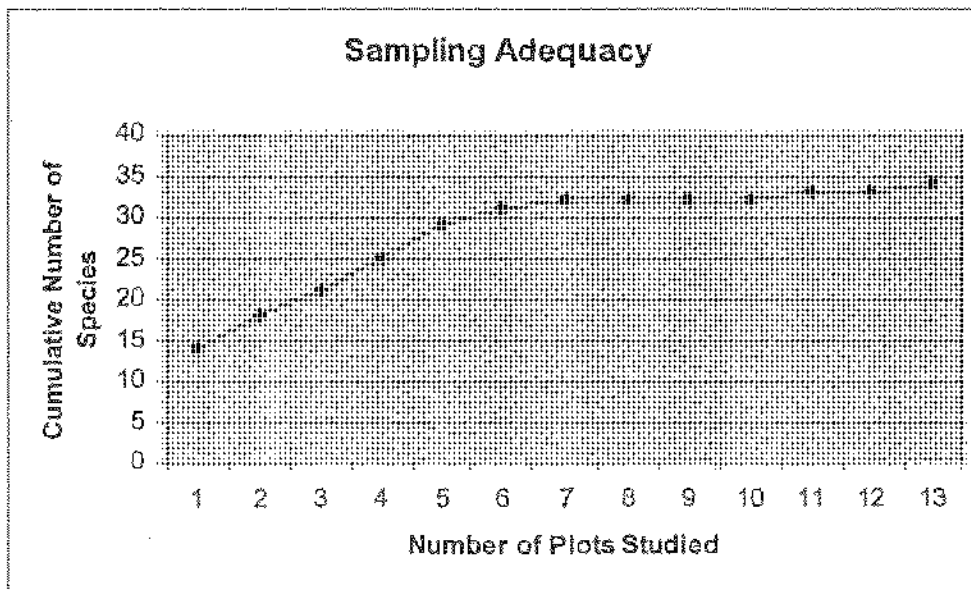
EXHIBIT 12

**Vegetation Community Structure
Quantitative**

Vegetation Community Structure

In April 2000, James Burkehalter and Glen Miley conducted a sample of the plant community on the bank site. The sample included 13 quadrats taken at 100-foot intervals on two transects in a representative area of the site (the northeast corner). The samples were collected via the Daubenmeyer method, which utilizes a 20 x 50 cm frame to observe coverage classes.

A sample size of 6 proved to be adequate for effectively measuring this community as illustrated below. A total of 35 species were observed in this sample suggesting a high level of diversity and an intact wet prairie seed bank. A histogram on the following page illustrates % cover by species.



Plant Cover

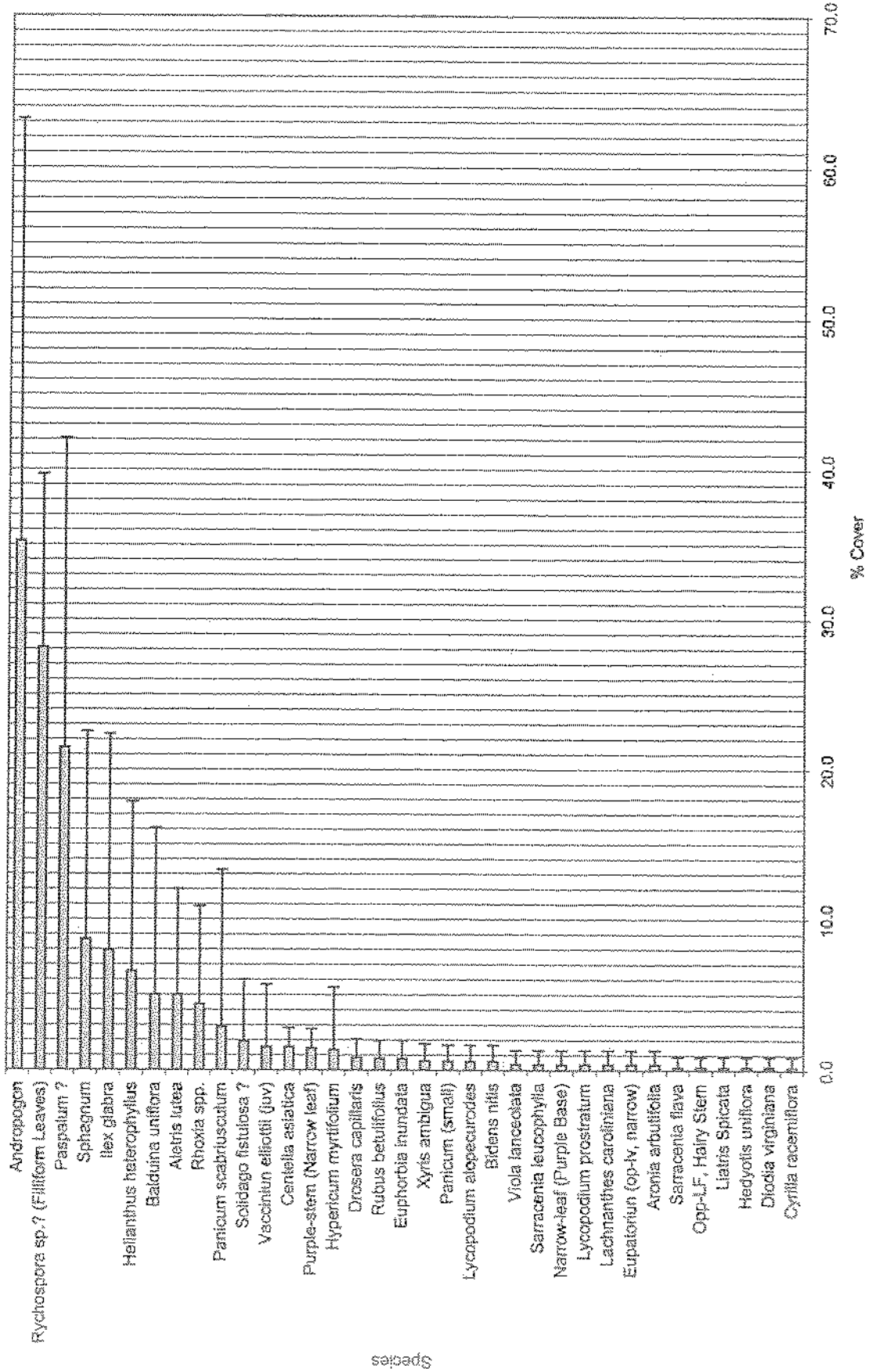


EXHIBIT 13

Site Location and Boundaries

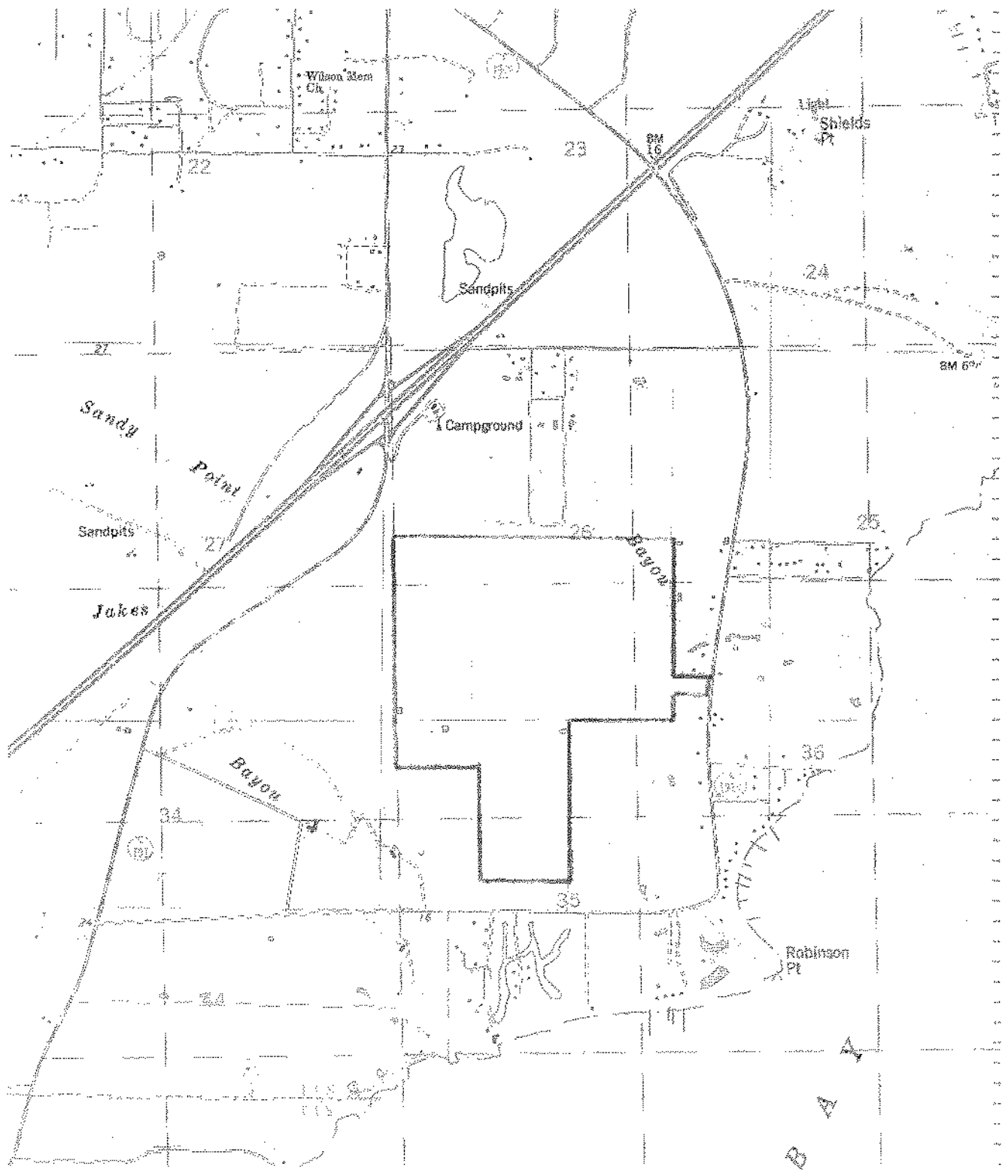


EXHIBIT 14

Current Soil Survey

Legend

16 = Garcon

29 = Mulat

34 = Pactolus

40 = Retledge

51 = Meadowbrook

52 = Goldhead

53 = Arents

54 = Foxworth

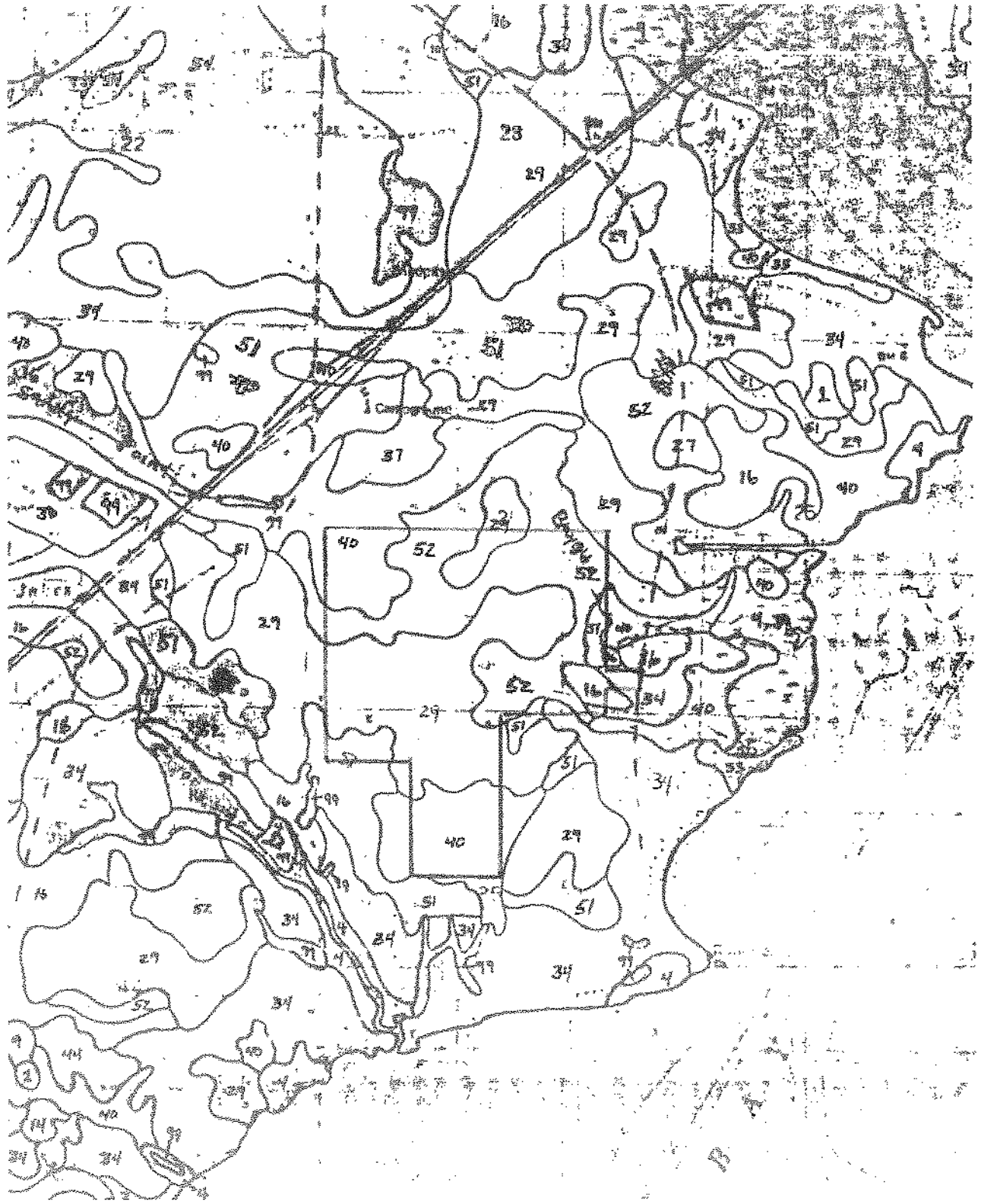


EXHIBIT 15
1977 Soil Survey

Legend

16 = Garcon

29 = Mulat

34 = Pactolus

40 = Retledge

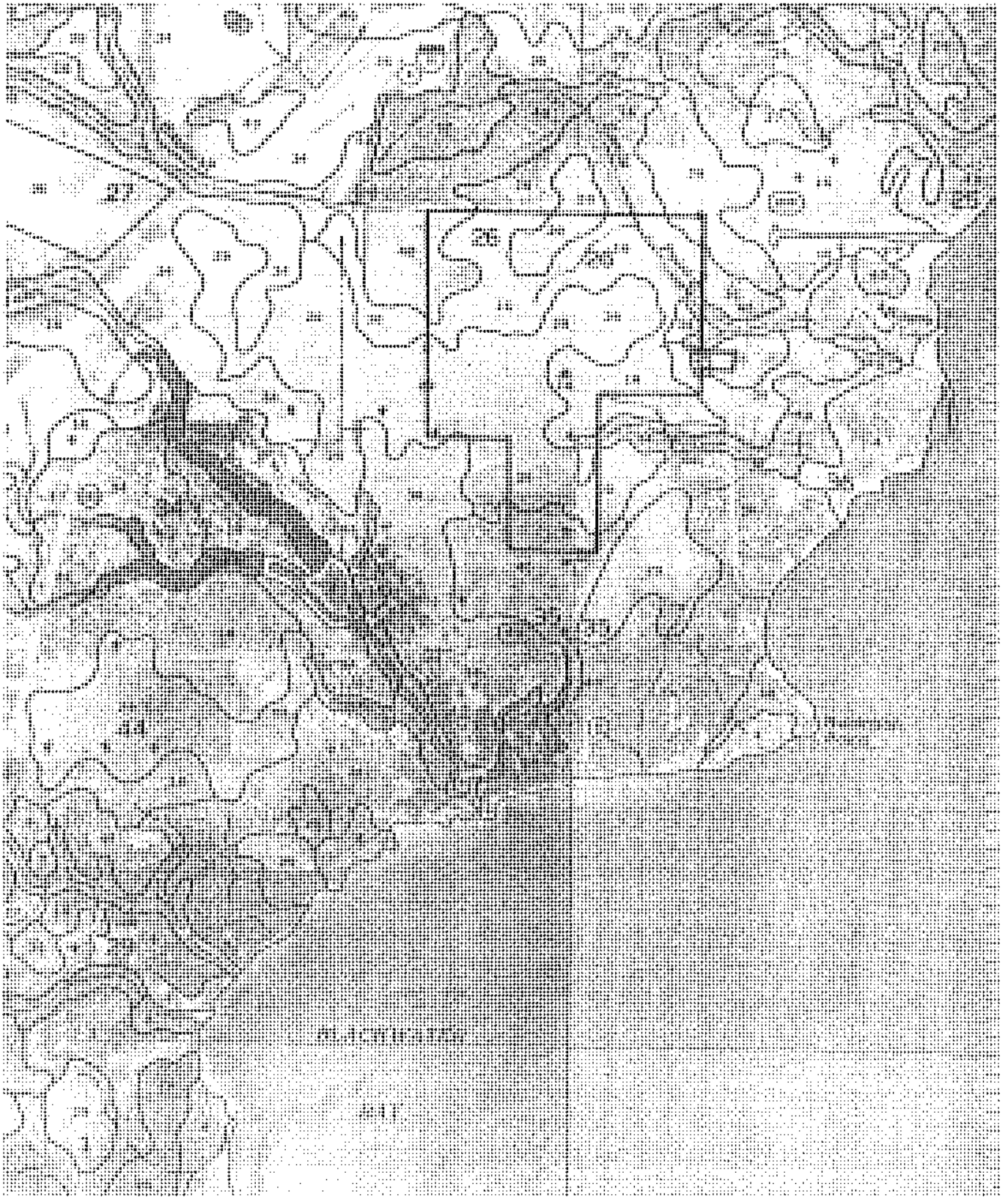
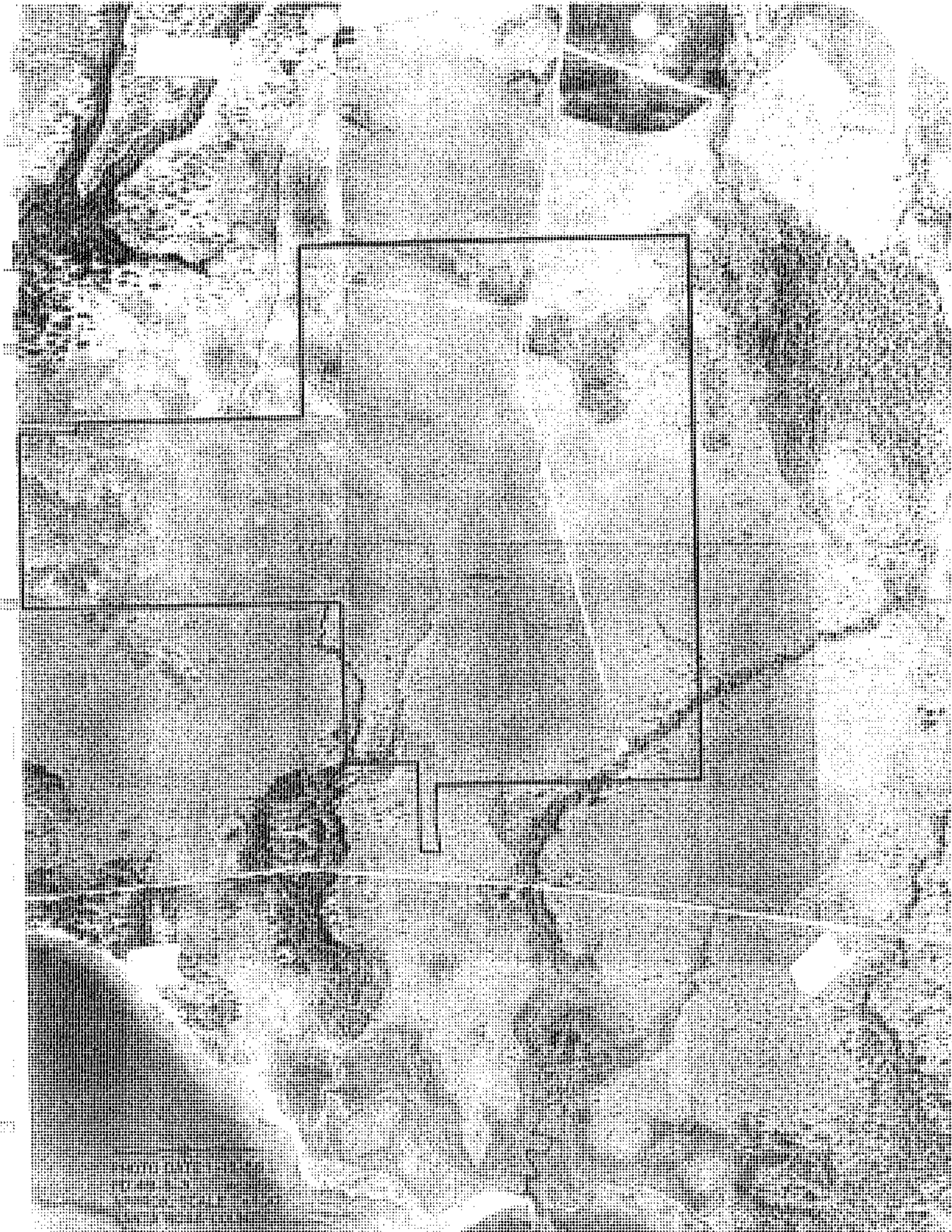


EXHIBIT 17

Historic Aerials



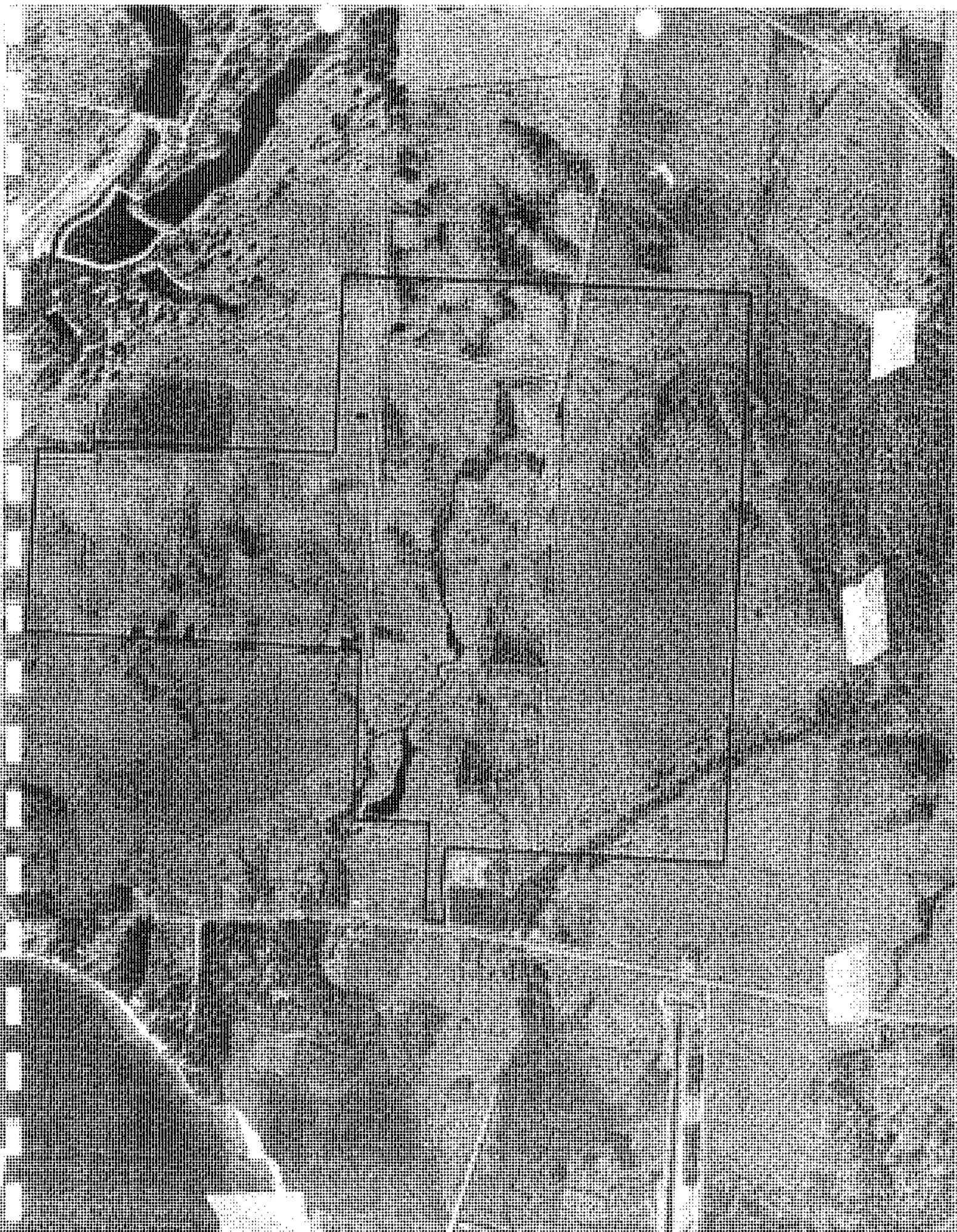


EXHIBIT 18

Burn Prescription

PRESCRIBED FIRE PLAN

Site: Garcon Peninsula Mitigation Bank

Acres to be burned: 330-acres

Location: Sections 26, 27, & 35, Township 1 North, Range 28 West

County: Santa Rosa

General description of burn unit

This burn unit is a wet prairie ecosystem that was converted to agricultural use in the 1970's. The site topography is flat and level. A grid network of ditches (ca 1.5 feet in depth) is present that may influence fire behavior. With the exception of a 400-foot strip along the northern boundary of the unit, no canopy is present (Note: this canopy will be removed prior to the initial burn. However, slash will be present that may affect fire behavior). The remainder of the site could be characterized as a field dominated by 10-hour fuels.

Primary resource objectives

The objectives of this plan are to replace the old-field community presently occupying the subject unit with a wet prairie vegetative community that formerly occupied the site. This restoration will be accomplished by hydrologic alteration coupled with prescribed fire. Therefore, the burn objectives are best described as ecological.

Initial burns are intended to exhibit high intensity to consume standing biomass, kill woody vegetation and stimulate flower production in wet prairie species. Further, fuel reduction in the northern strip will be accomplished. Subsequent fire is intended to mimic pre-colonial natural burn frequencies to provide a competitive advantage to the target community over the old-field community. Burn methods (including flanking and ring fire) will be employed during the initial fire to maximize kill potential to woody species. The second fire will be deployed during May-June to stimulate seed production in targeted herbaceous species. Subsequent fires will be performed during the growing season.

Acceptable range of results

Presence of ditches on the site will undoubtedly cause considerable skip. However, areas adjacent to the ditches have a higher density of target species. Therefore, skip in these areas is acceptable. Burn coverage of 80% or more will be considered acceptable.

Monitoring

Evaluation of the effects of fire on the subject site will be accomplished by two qualitative means: random species composition analysis and photo documentation. A pre-burn reference data set has been collected. These data include species presence, quadrat samples, and a series of aerial and ground photographs. Random samples of herbaceous species as well as ground photographs will be recorded periodically between burns. These data will be maintained by Joe A. Edmisten, Inc & Associates and will be made available to interested parties.

Site preparation

Holding and control features of this unit are excellent due to distinct land use changes. A permanent firebreak will be maintained within the perimeter fence. The break will consist of a single width disked line located about ten feet inside the fence (see **Figure 1**). In light of the ecological objectives of this management activity, disking will be utilized in lieu of plowing. Disking will cause minimal soil disturbance while exposing enough mineral soil to serve as a firebreak. The effect on the herbaceous community will be ephemeral.

Safety considerations

Numerous safety zones are present and include, the northern boundary road, the creek in the northeast corner of the property, and ponds in the northwest and southeast corners of the unit. The terrain is favorable for shelter deployment. All personnel present at the burn will carry PPE including shelters. All radio communications will utilize plain language.

Signs will be available for posting on Garcon Point Road in the event conditions cause low visibility on this roadway. All adjacent landowners will be contacted in writing at least thirty days prior to burn. Navy Outlying Field Choctaw, although not within sensitive area, is just outside the project plume. Insure that burn activities are coordinated with flight control.

Prescription

The parameters below are included as an example. However, to insure compliance with Florida's open burn laws, event-specific prescriptions will be drafted and filed prior to each burn. The parameters identified in each prescription may differ from those listed below at the discretion and judgment of the Prescribed Burn Manager.

Prescription

Parameter	Low	High
Temperature	60°	86°
Relative Humidity	55°	70°
Wind Direction	North-northwest	Northeast
Wind Speed (20' forecast)	5 mph	15 mph
Transport wind	9 mph	NA
Mixing Height	1640	NA
Dispersion Index (Day)	41	80
10 hr. FM	10%	14%
Burn method	Backing	Strip Head

Smoke management screening

This prescription has passed smoke screening. Based on fuel type and burn unit area (337-acres) a smoke sensitive radius of 5-miles is warranted (Figure 2). There are no smoke critical or smoke sensitive areas located within the projected plume. **Note:** Burn objectives can be accomplished under any wind direction. Smoke screening can be cleared under all but southerly winds, which may reduce visibility on Interstate 10. The timing of the burn is critical to ecological objectives and will be the over-riding parameter.

Burn Schedule

The subject unit will be burned on a two/four-year rotation. The initial burn will be timed to insure maximum kill of woody species. The second burn will occur during May-June following the initial burn. Subsequent burns will be growing season burns.

Due to discontinuity of fuel resulting from the presence of roads and ditches, the initial burn will be fired in five units labeled A-E on Figure 1. Removal of this infrastructure will eventually allow an uninterrupted unit comprised of A, C, D, & E. Therefore, subsequent burns will be fired in two units: the uninterrupted unit and B.

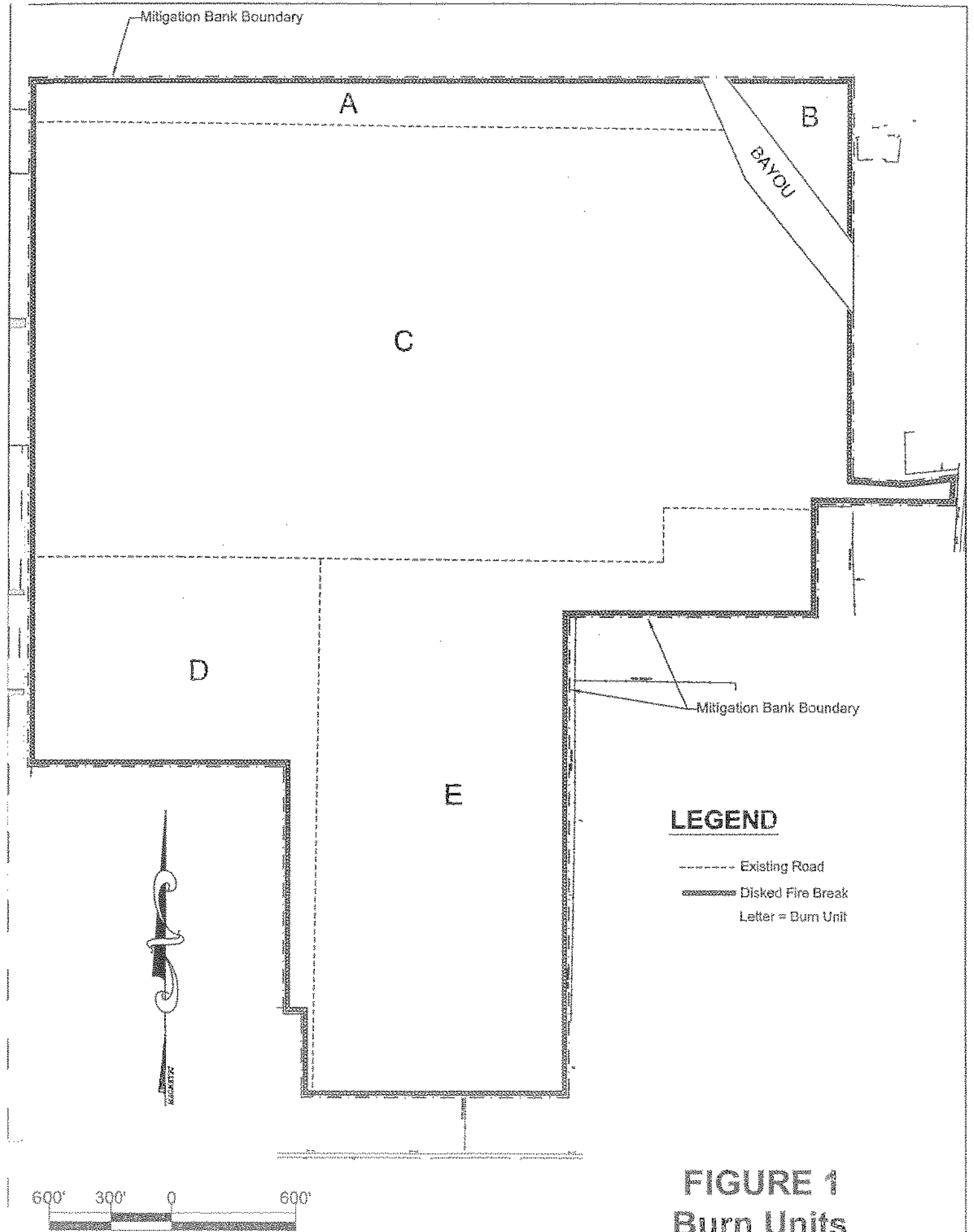


Figure 2. Smoke Management

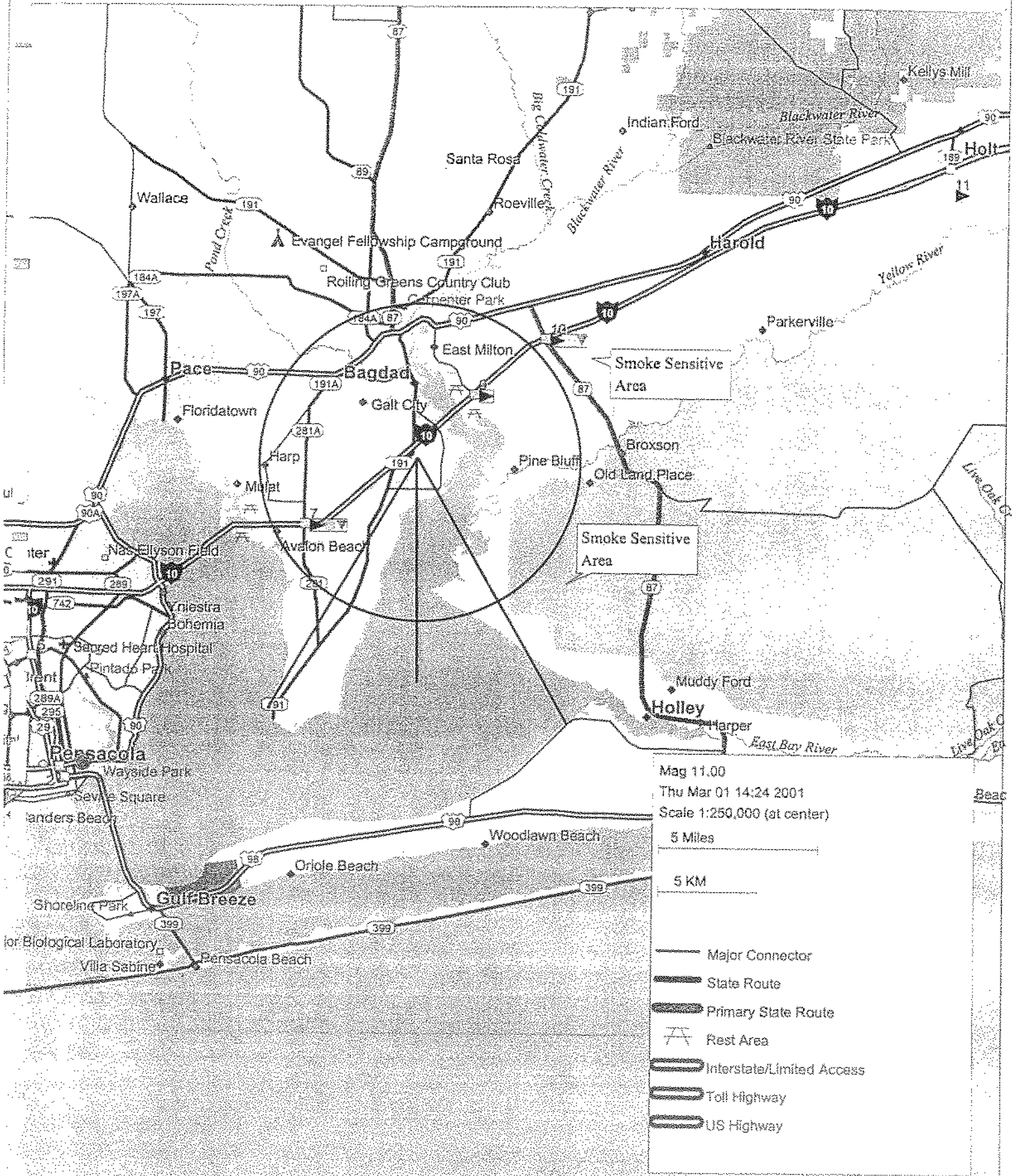
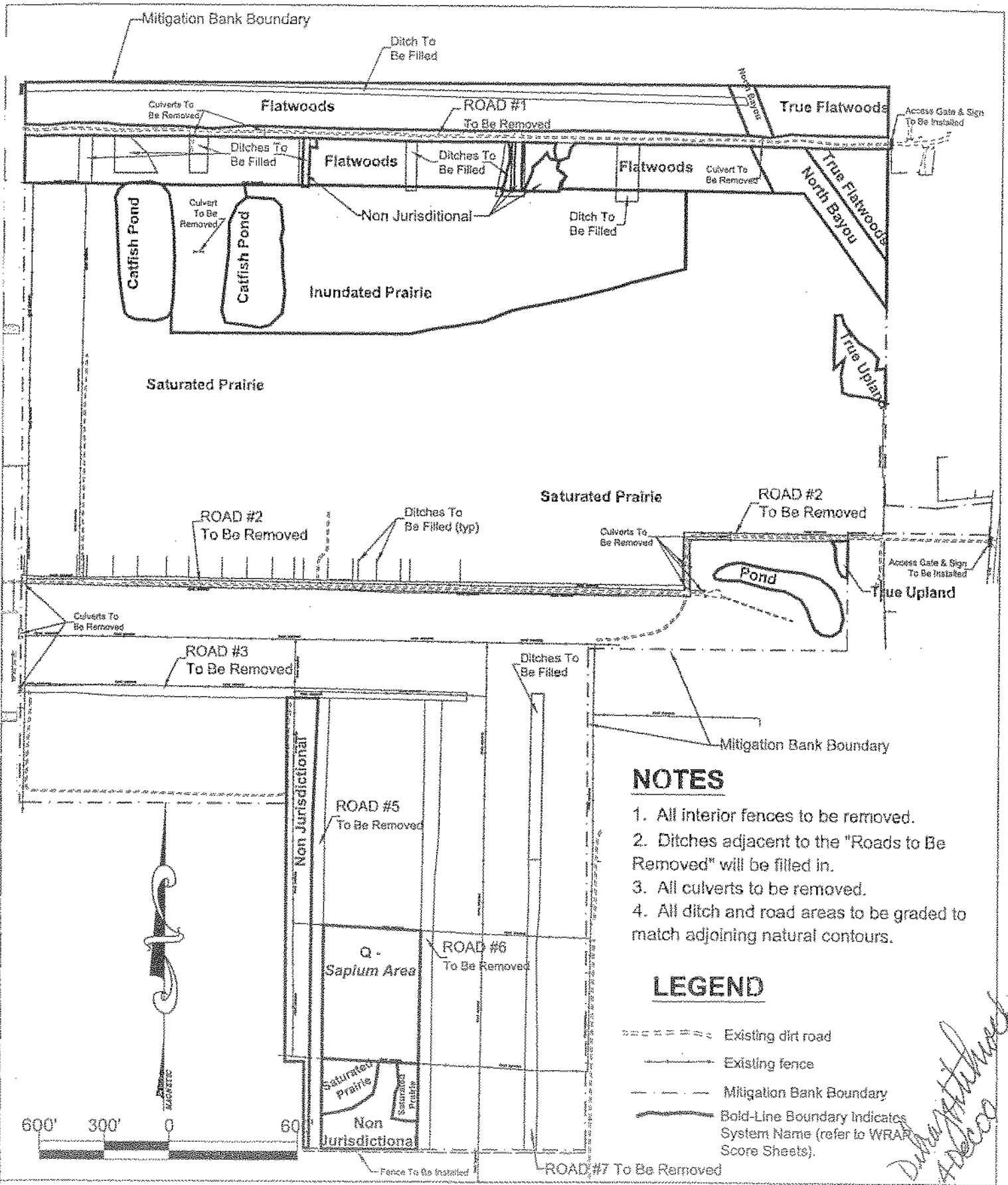


EXHIBIT 19
Construction Drawings



NOTES

1. All interior fences to be removed.
2. Ditches adjacent to the "Roads to Be Removed" will be filled in.
3. All culverts to be removed.
4. All ditch and road areas to be graded to match adjoining natural contours.

LEGEND

- Existing dirt road
- Existing fence
- Mitigation Bank Boundary
- Bold-Line Boundary Indicates System Name (refer to WRAP Score Sheets).

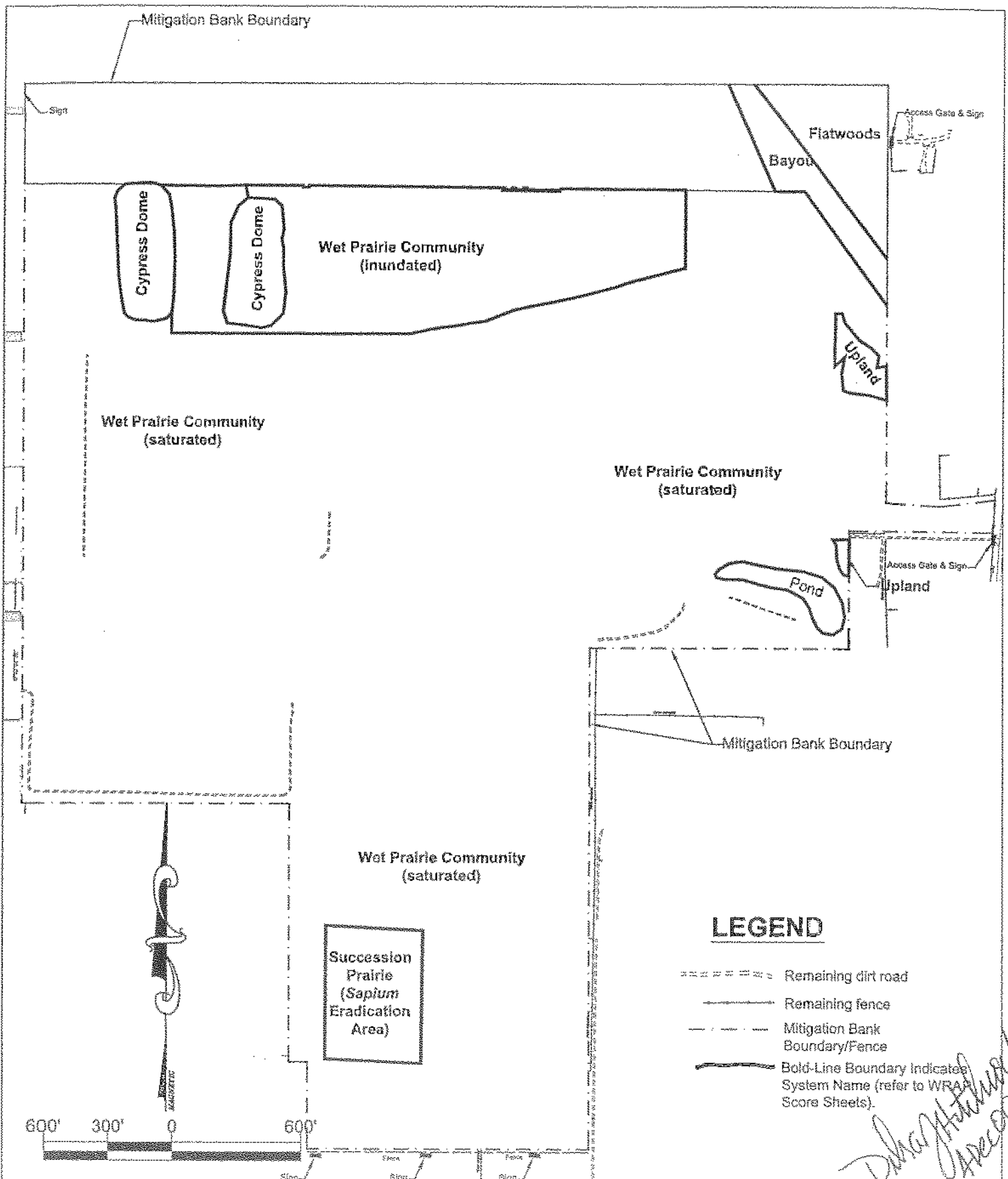
Diana M. Johnson
11/17/00

Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose EXISTING CONDITIONS & MITIGATION PLAN

Water Body BLACKWATER BAY Original Work Maintenance

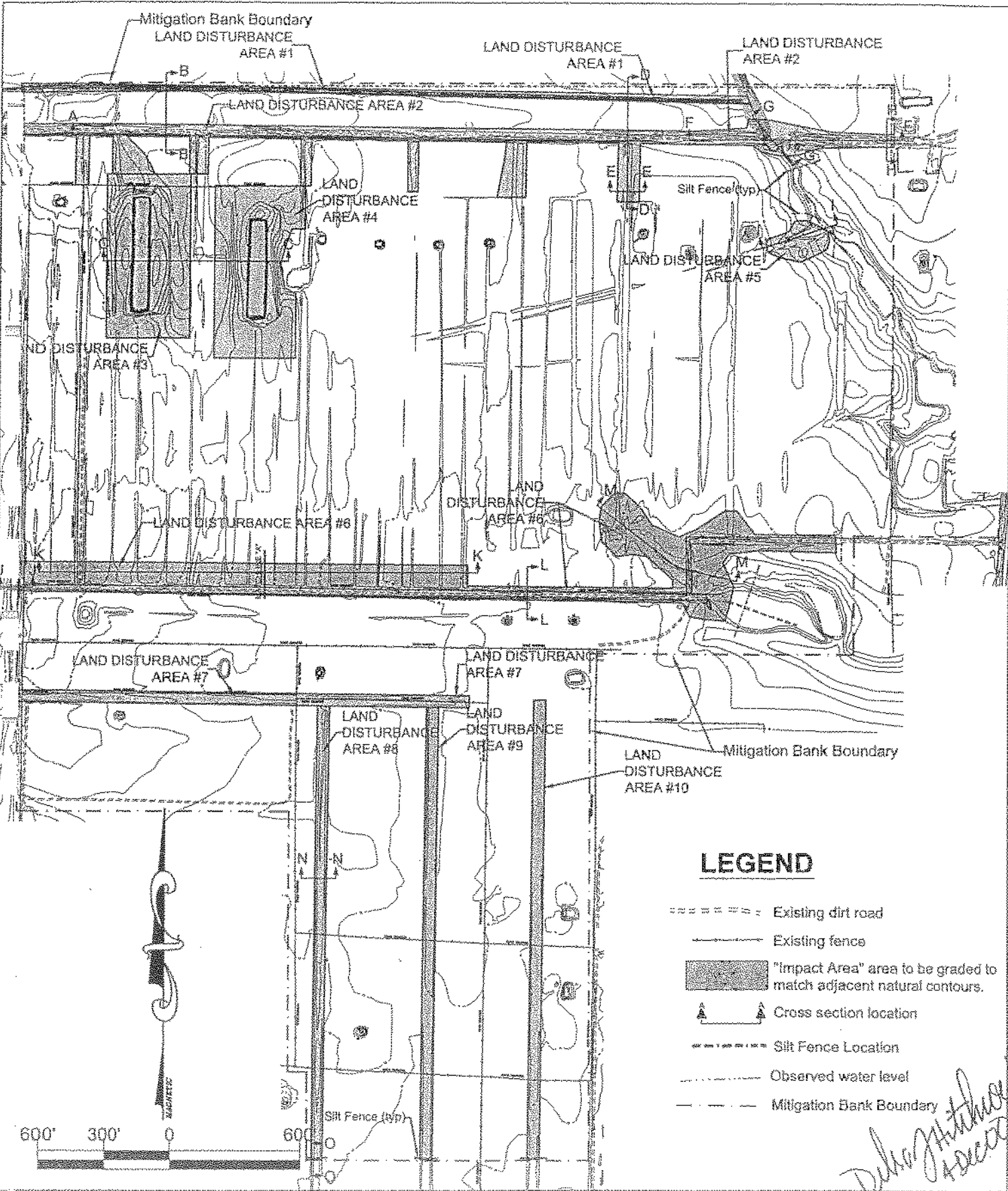
County SANTA ROSA Sheet No. 01 of 28

Datum N.G.V.D. Date 11/17/00



D. H. ...
APR 2000

Applicant	GARCON PENINSULA MITIGATION BANK, LLC	Purpose	POST-MITIGATION BANK SCHEMATIC	
Water Body	BLACKWATER BAY	Original Work	<input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>
County	SANTA ROSA	Sheet No.	02	of 28
Datum	N.G.V.D.	Date	11/17/00	



LEGEND

- ==== Existing dirt road
- Existing fence
- █ "Impact Area" area to be graded to match adjacent natural contours.
- ▲ — ▲ Cross section location
- - - - - Silt Fence Location
- - - - - Observed water level
- - - - - Mitigation Bank Boundary

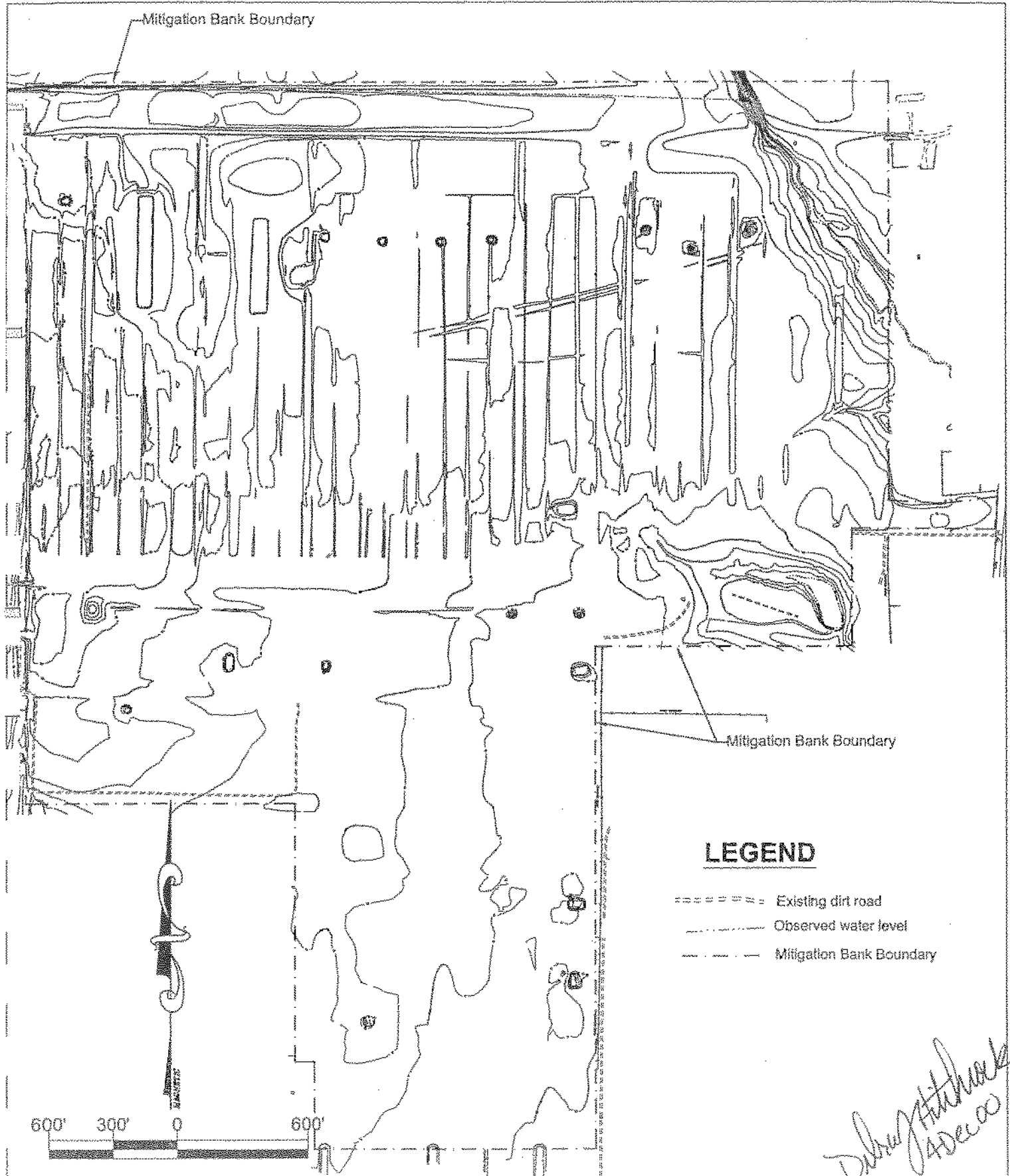
Delroy Hutchins
ASDC

Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose PROPOSED REGRADING AREAS

Water Body BLACKWATER BAY Original Work Maintenance

County SANTA ROSA Sheet No. 04 of 28

Datum N.G.V.D. Date 11/17/00

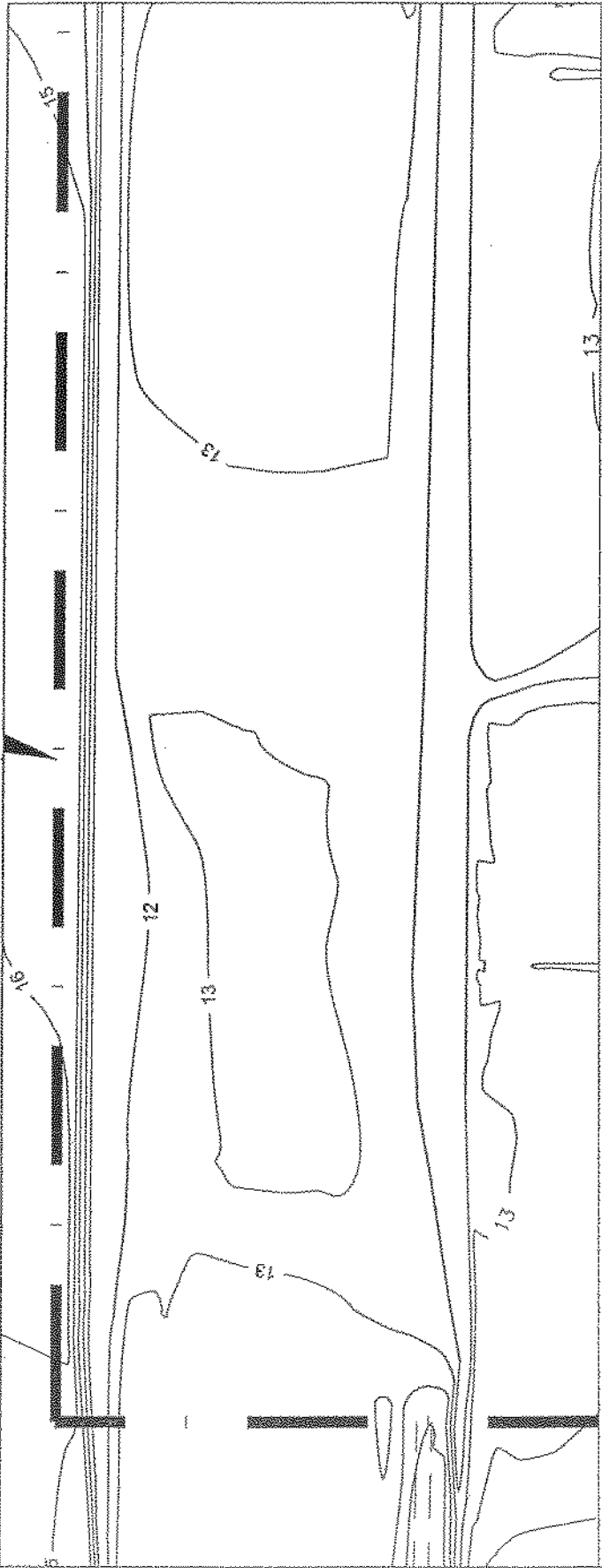


LEGEND

- Existing dirt road
- Observed water level
- . - . - Mitigation Bank Boundary

Debra H. Harkness
14 Dec 00

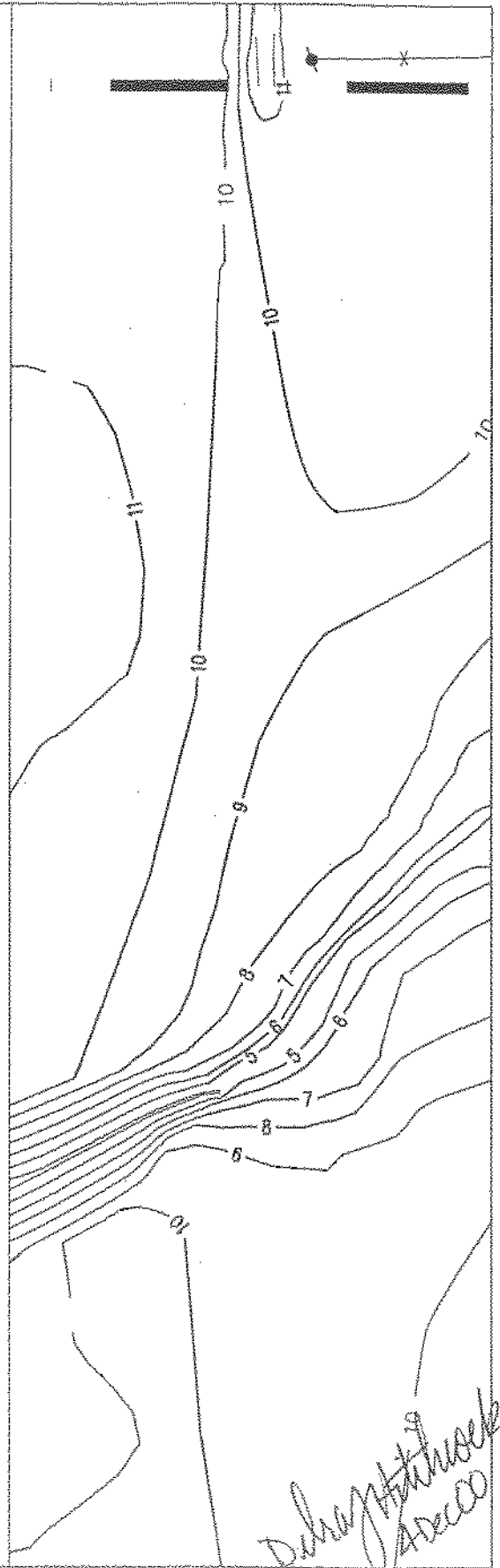
Applicant	<u>GARCON PENINSULA MITIGATION BANK, LLC</u>	Purpose	<u>GRADING PLAN</u>		
Water Body	<u>BLACKWATER BAY</u>	Original Work	<input checked="" type="checkbox"/>	Maintenance	<input type="checkbox"/>
County	<u>SANTA ROSA</u>	Sheet No.	<u>05</u>	of	<u>28</u>
Datum	<u>N.G.V.D.</u>	Date	<u>11/17/00</u>		



Final Grade in Northwest Corner



Final Grade in Northeast Corner



*Design by
ADCO*

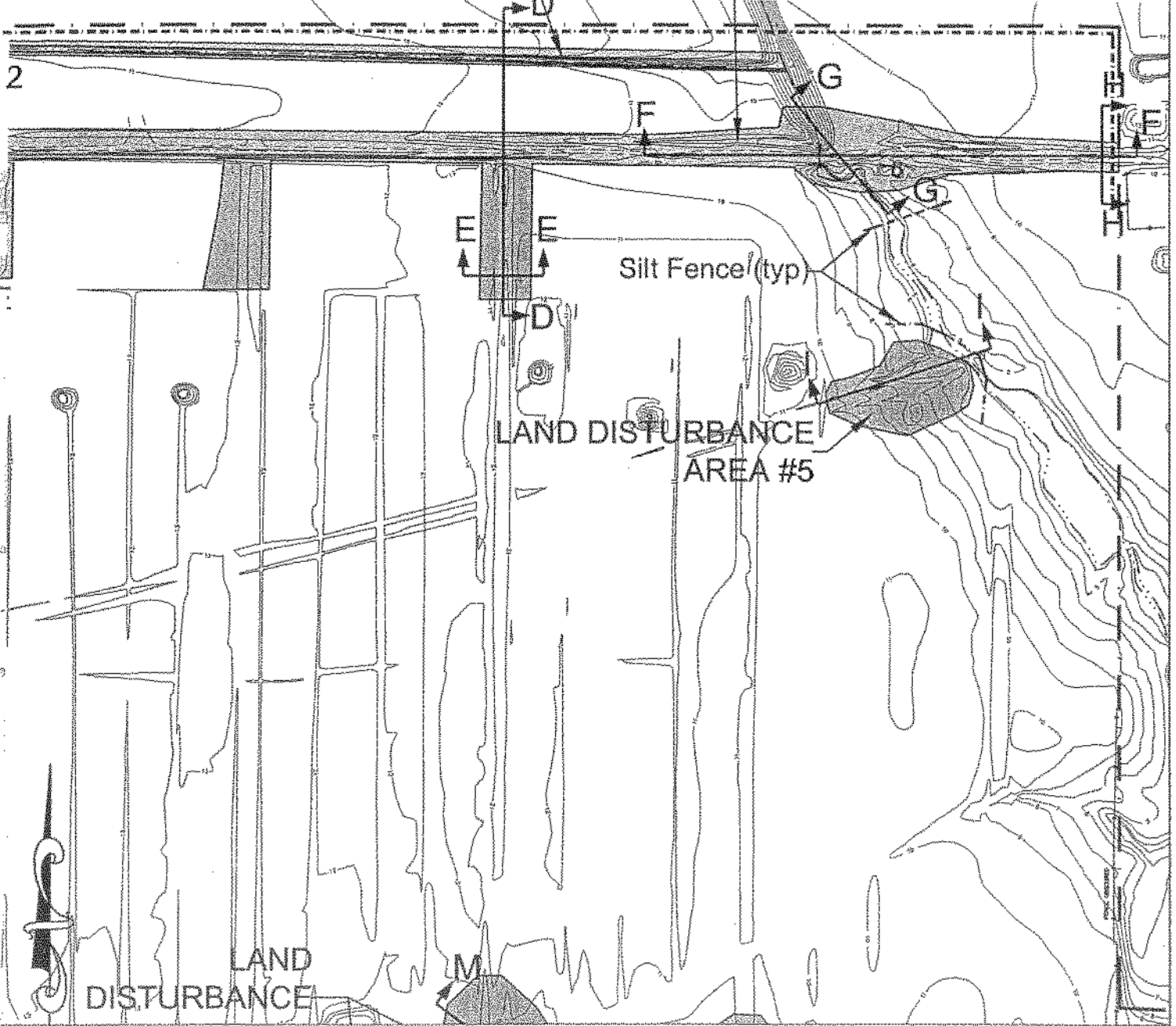
Applicant	GARCON PENINSULA MITIGATION BANK, LLC	Purpose	GRADING PLAN
Water Body	BLACKWATER BAY	Original Work	<input checked="" type="checkbox"/>
County	SANTA ROSA	Maintenance	<input type="checkbox"/>
Datum	N.G.V.D.	Sheet No.	06 of 28
		Date	11/17/00



LAND DISTURBANCE
AREA #1

LAND DISTURBANCE
AREA #2

Construction North of Boundary As Authorized by Adjacent Property Owner



LEGEND

--- Existing dirt road

— Existing fence

█ "Impact Area" area to be graded to match adjacent natural contours.

▲ Cross section location

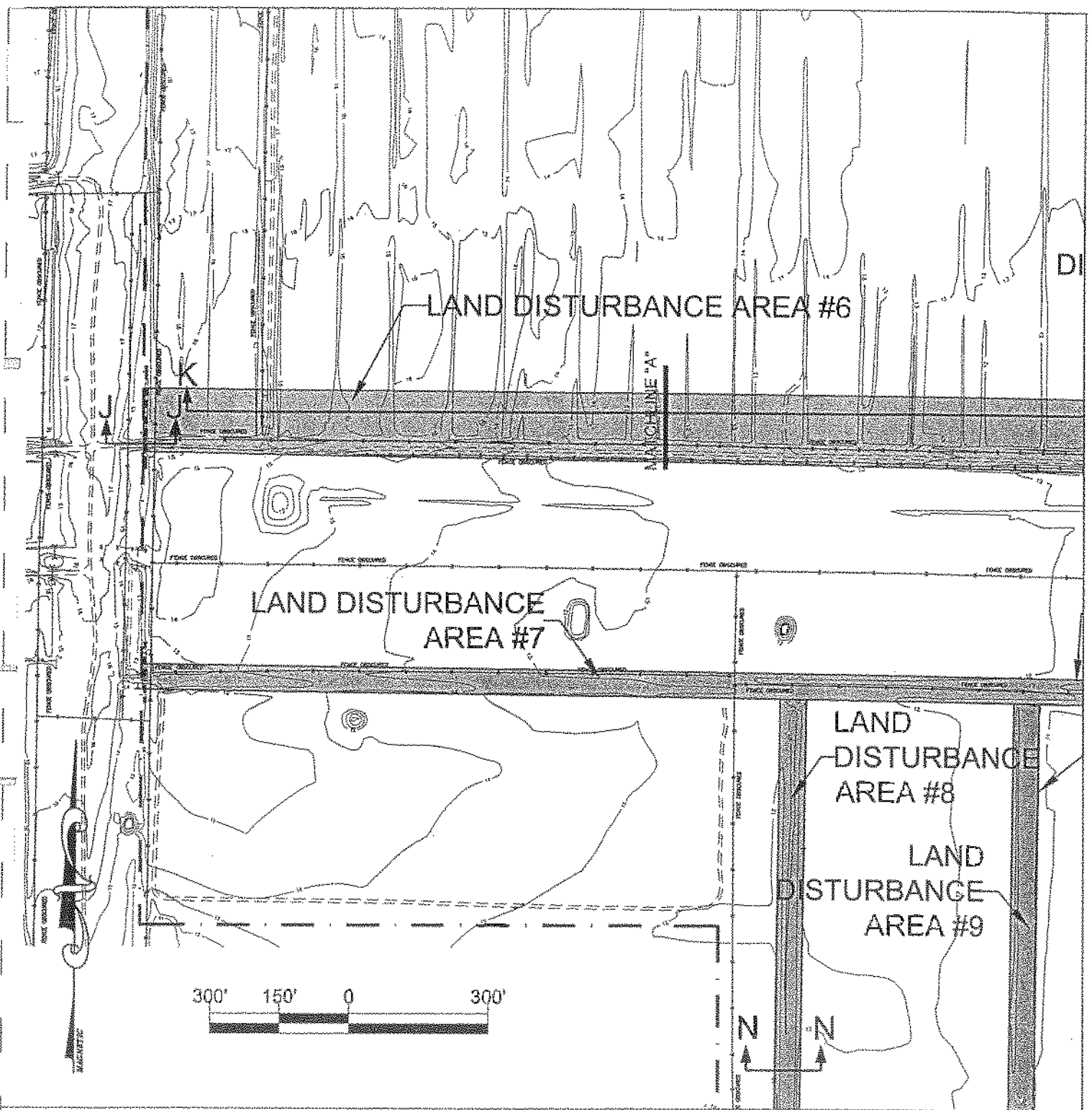
--- Silt Fence Location

--- Observed water level

--- Mitigation Bank Boundary

Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose PROPOSED REGRADING (RESTORATION)
 Water Body BLACKWATER BAY Original Work Maintenance
 County SANTA ROSA Sheet No. 08 of 28
 Datum N.G.V.D. Date 11/17/00

*D. Smith
11/17/00*



LEGEND

- ==== Existing dirt road
- Existing fence
- █ "Impact Area" area to be graded to match adjacent natural contours.
- ▲▲ Cross section location
- Silt Fence Location
- Observed water level
- Mitigation Bank Boundary

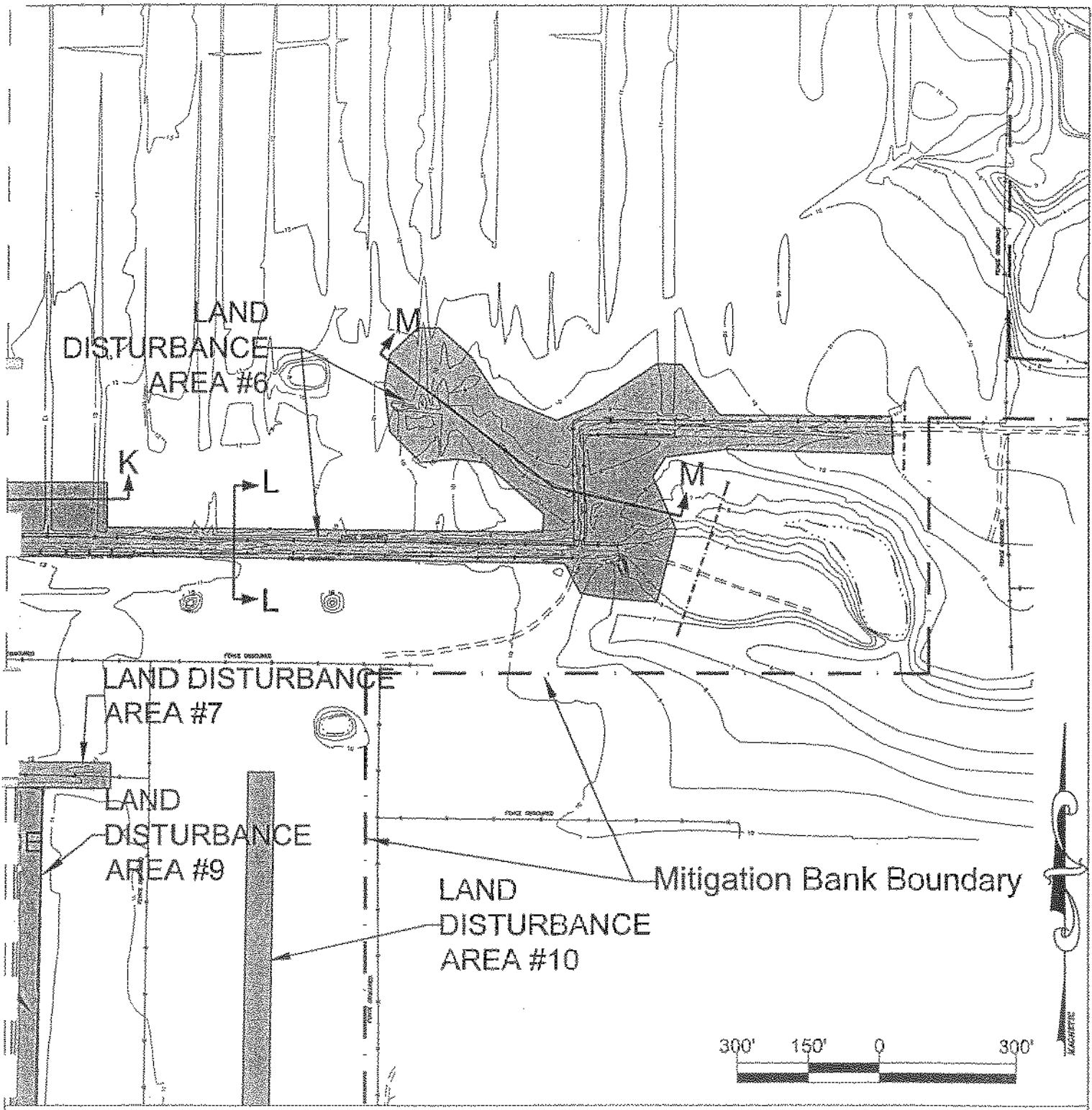
*Diagrams
11-17-00*

Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose PROPOSED REGRADING (RESTORATION)

Water Body BLACKWATER BAY Original Work Maintenance

County SANTA ROSA Sheet No. 09 of 28

Datum N.G.V.D. Date 11/17/00

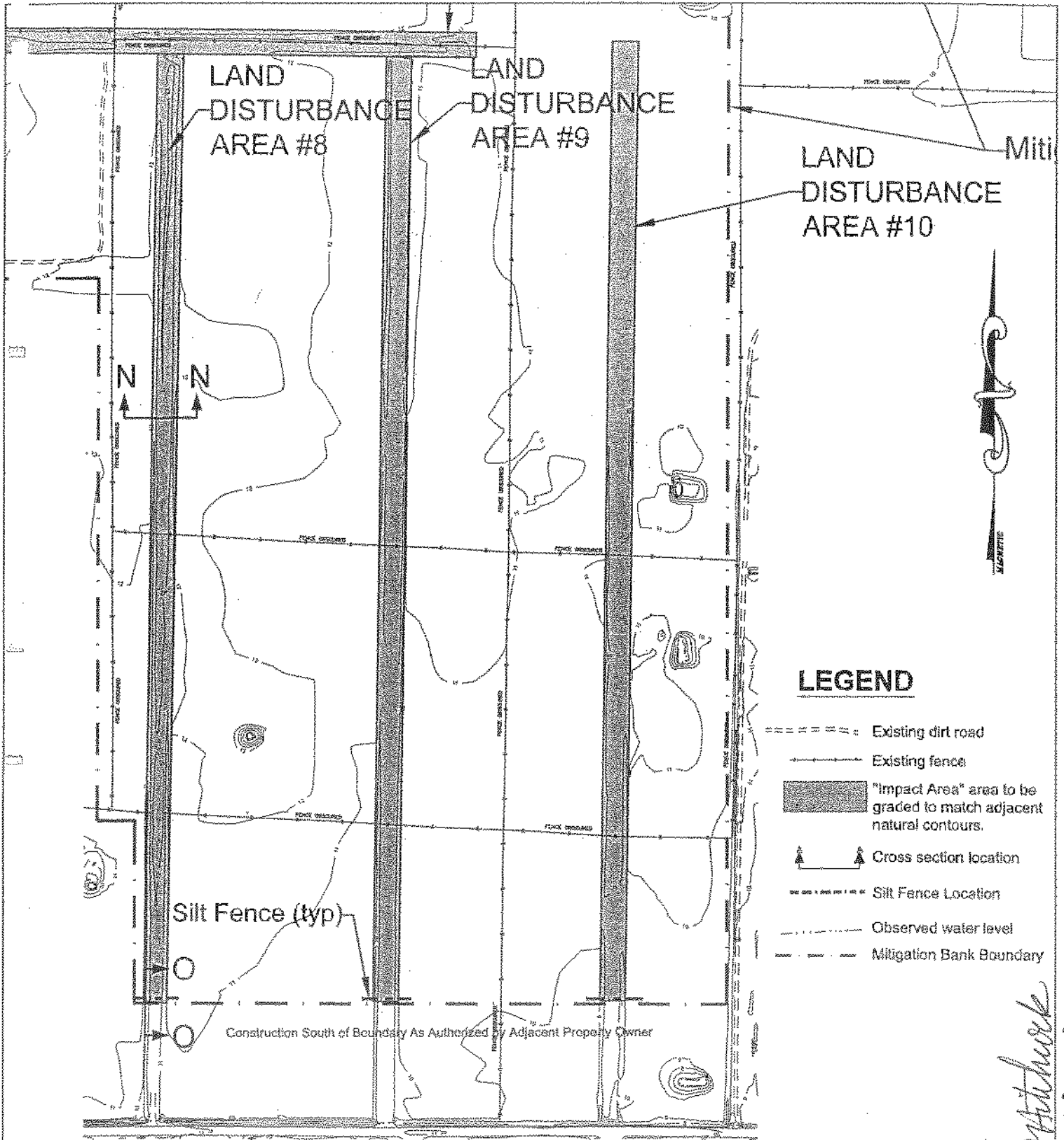


LEGEND

- Existing dirt road
- Existing fence
- █ "Impact Area" area to be graded to match adjacent natural contours.
- ▲ Cross section location
- Silt Fence Location
- Observed water level
- Mitigation Bank Boundary

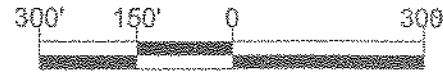
*Debra Hatchcock
402000*

Applicant	GARCON PENINSULA MITIGATION BANK, LLC	Purpose	PROPOSED REGRADING (RESTORATION)		
Water Body	BLACKWATER BAY	Original Work	<input checked="" type="checkbox"/>	Maintenance	<input type="checkbox"/>
County	SANTA ROSA	Sheet No.	10	of	28
Datum	N.G.V.D.	Date	11/17/00		



LEGEND

- ==== Existing dirt road
- Existing fence
- █ "Impact Area" area to be graded to match adjacent natural contours.
- ▲▲ Cross section location
- Silt Fence Location
- Observed water level
- Mitigation Bank Boundary



Dubray Hutchcock
4-Dec-00

Applicant	CARCON PENINSULA MITIGATION BANK, LLC	Purpose	PROPOSED REGRADING (RESTORATION)	
Water Body	BLACKWATER BAY	Original Work	<input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>
County	SANTA ROSA	Sheet No.	11	of 28
Datum	N.G.V.D.	Date	11/17/00	

MITIGATION BANK AREA = 337.54 ACRES
ROAD/UPLANDS WITHIN MITIGATION BANK = 23.33 ACRES
OTHER UPLANDS WITHIN MITIGATION BANK = 11.39 ACRES
WETLANDS WITHIN MITIGATION BANK = 302.82 ACRES

LAND DISTURBANCE AREA SUMMARY

#1 = 2.41 ACRES

#2 = 9.17 ACRES

#3 = 6.66 ACRES

#4 = 6.77 ACRES

#5 = 0.84 ACRES

#6 = 13.71 ACRES

#7 = 2.65 ACRES

#8 = 2.62 ACRES

#9 = 2.72 ACRES

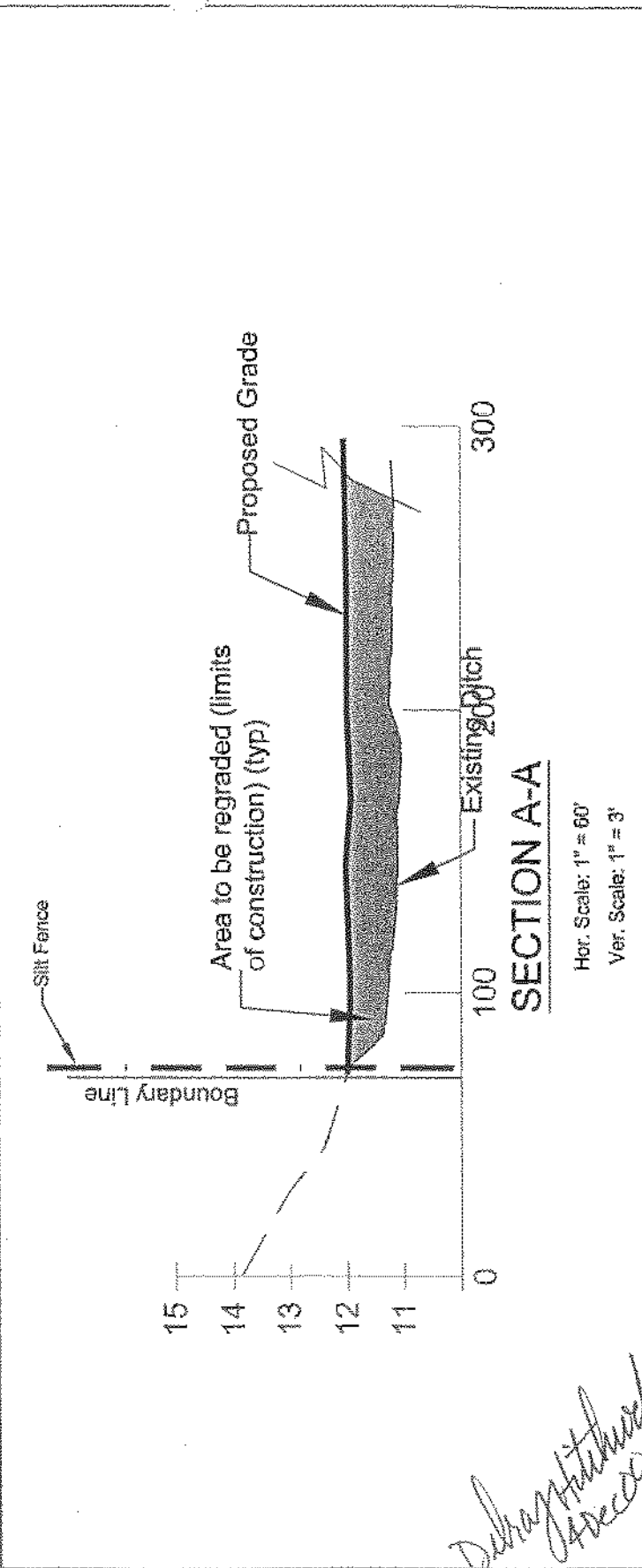
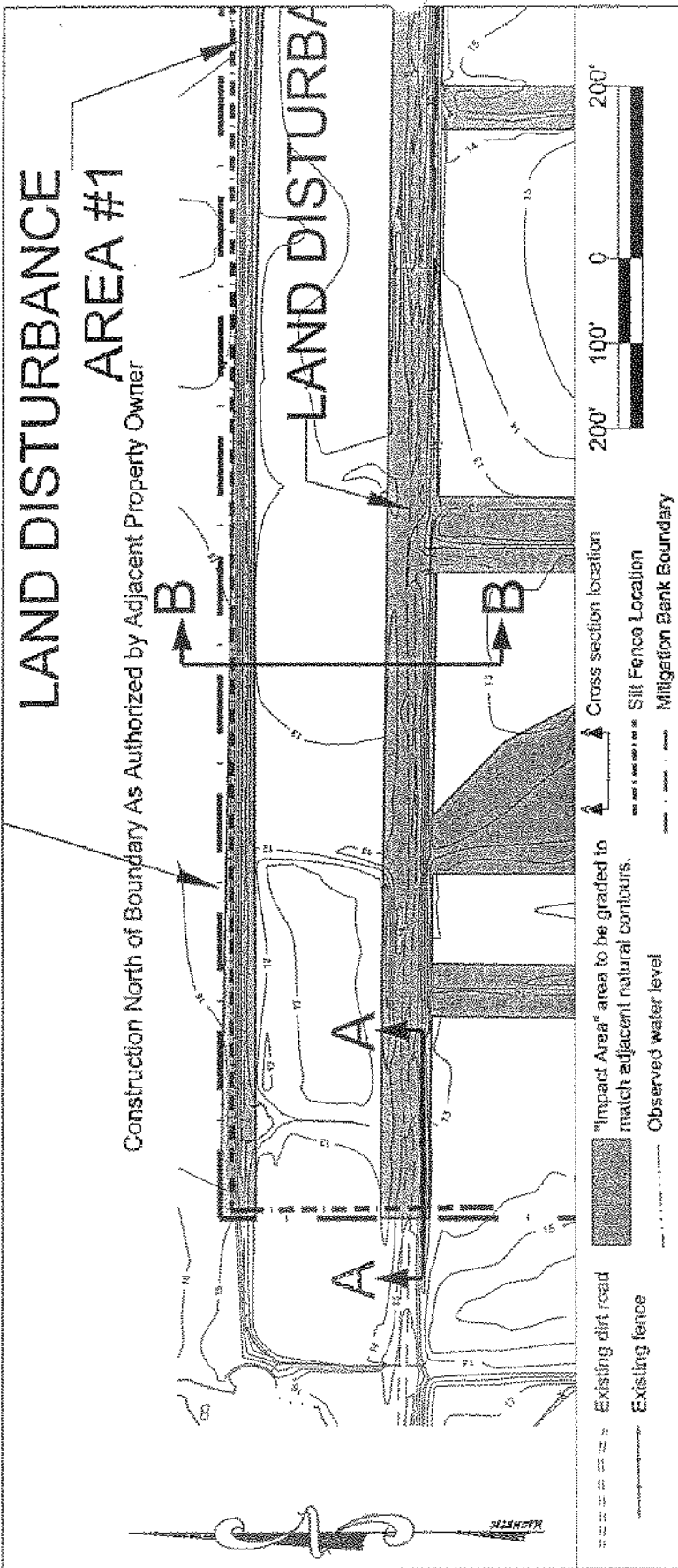
#10 = 2.76 ACRES

TOTAL = 50.31 ACRES

TOTAL WETLAND JURISDICTIONAL LAND DISTURBANCE (IMPACT) = 26.42 ACRES
UPLAND LAND DISTURBANCE = 23.89 ACRES

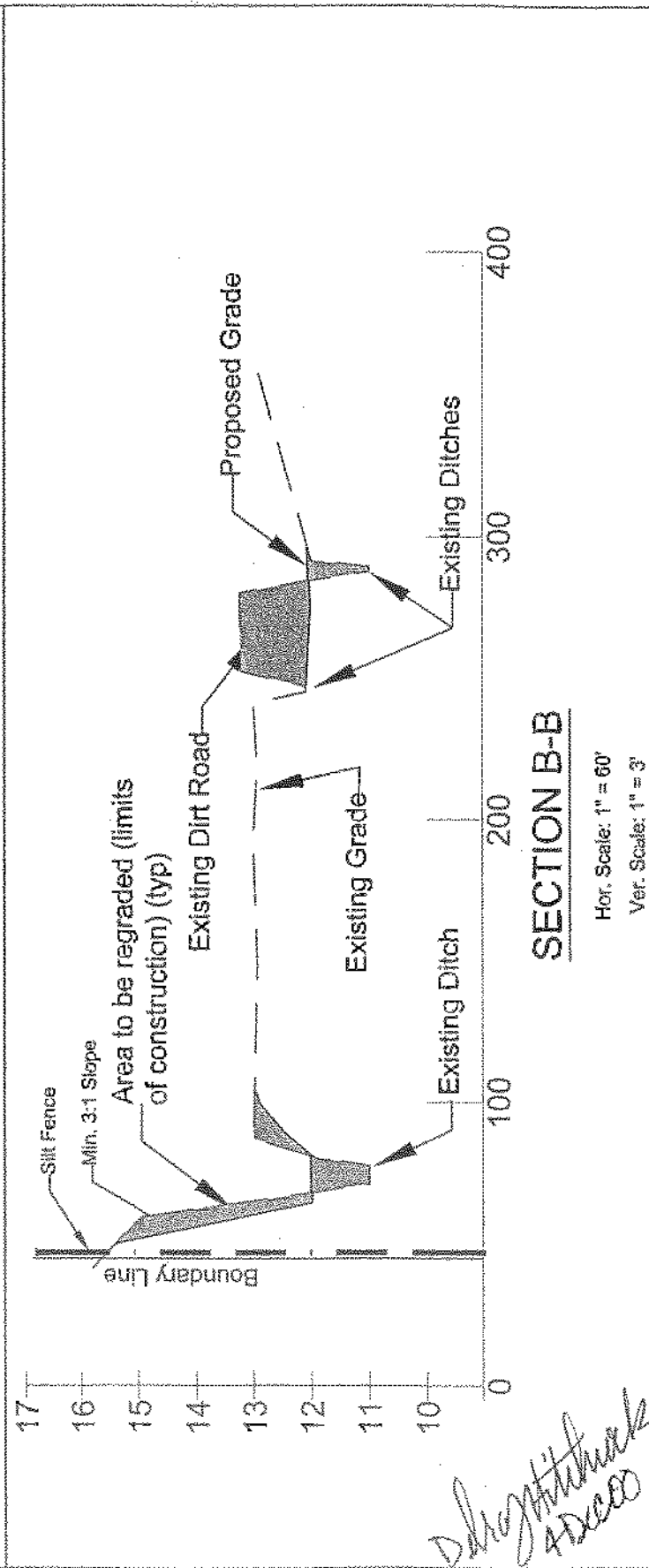
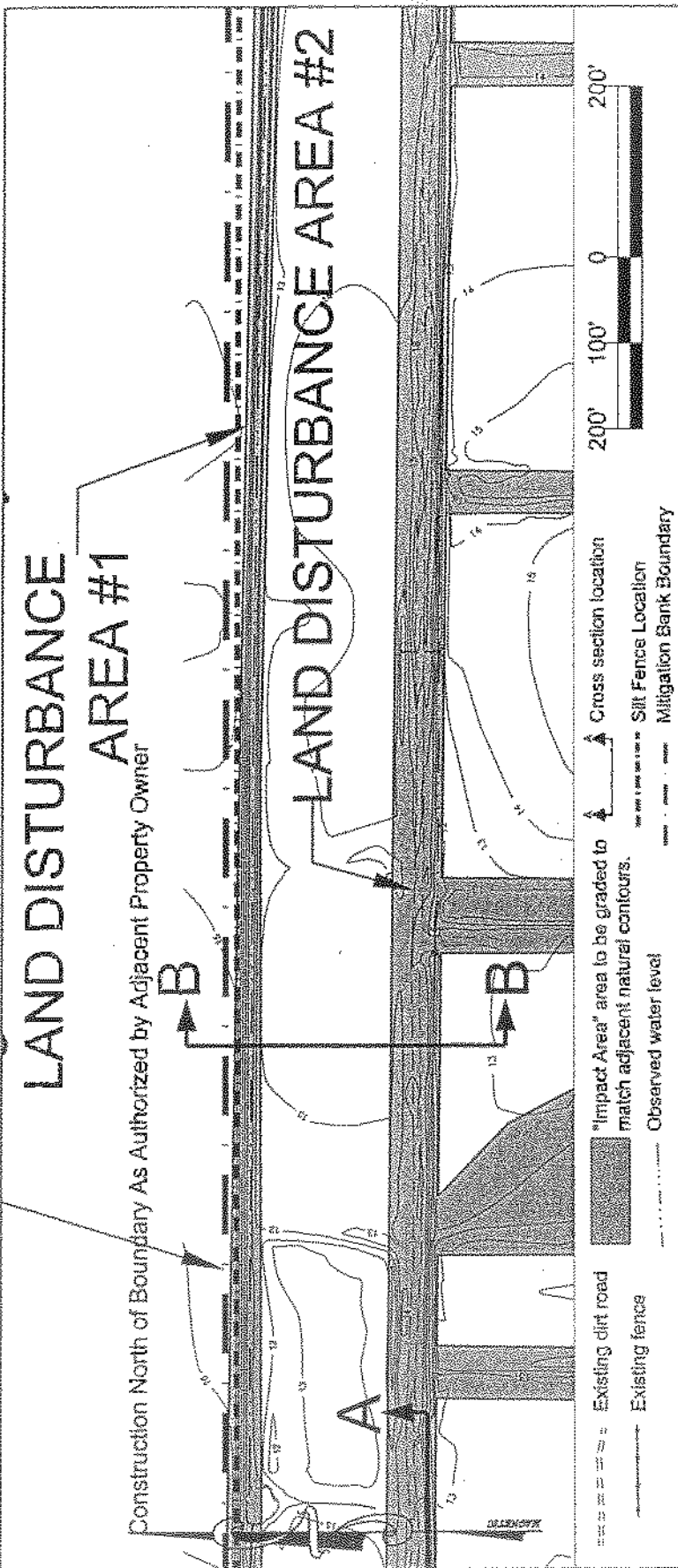
*Debra Mitchell
4/22/00*

Applicant	<u>GARCON PENINSULA MITIGATION BANK, LLC</u>	Purpose	<u>LAND DISTURBANCE ACREAGES</u>	
Water Body	<u>BLACKWATER BAY</u>	Original Work	<input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>
County	<u>SANTA ROSA</u>	Sheet No.	<u>12</u>	of <u>28</u>
Datum	<u>N.C.V.D.</u>	Date	<u>11/17/00</u>	



*Debra Mitchell
11/17/00*

Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION A--A
 Water Body BLACKWATER BAY Original Work Maintenance
 County SANTA ROSA Sheet No. 13 of 28
 Datum N.G.V.D. Date 11/17/00 Project No. 009-03

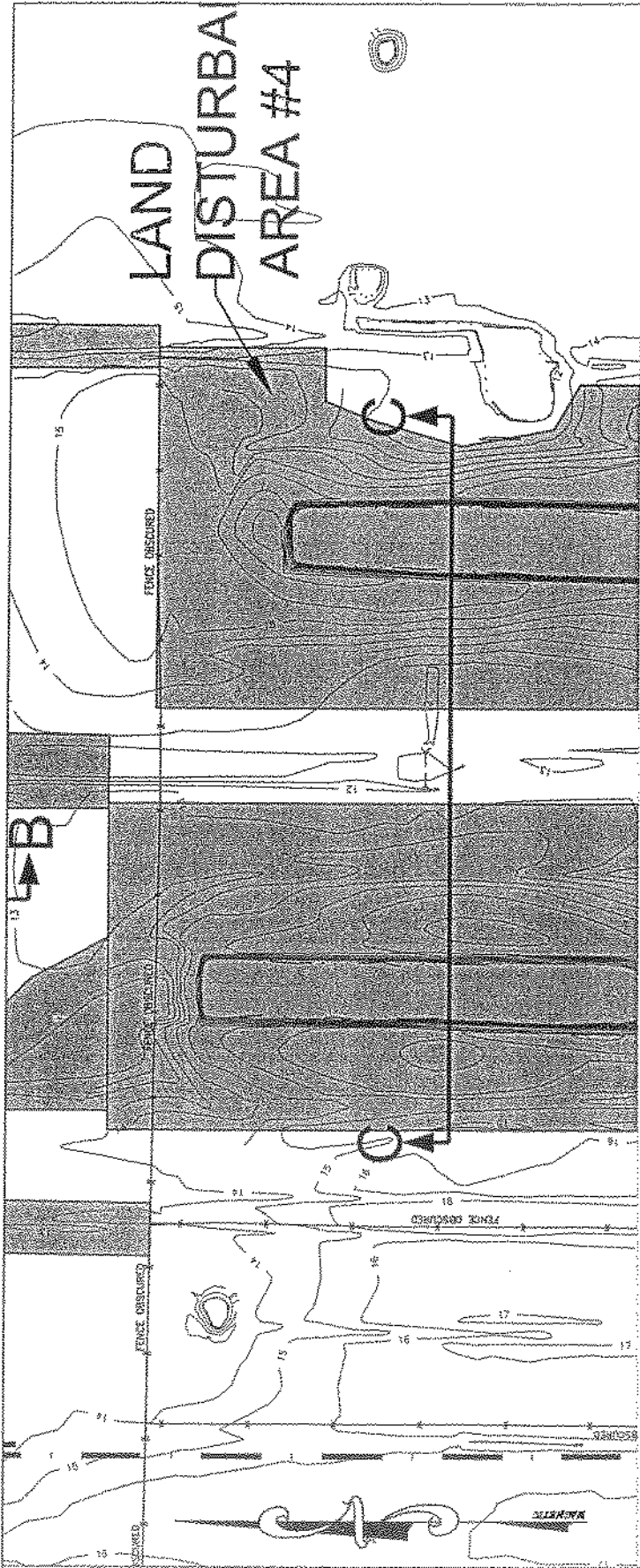


*Design by
4/20/00*

SECTION B-B

Hor. Scale: 1" = 60'
Ver. Scale: 1" = 3'

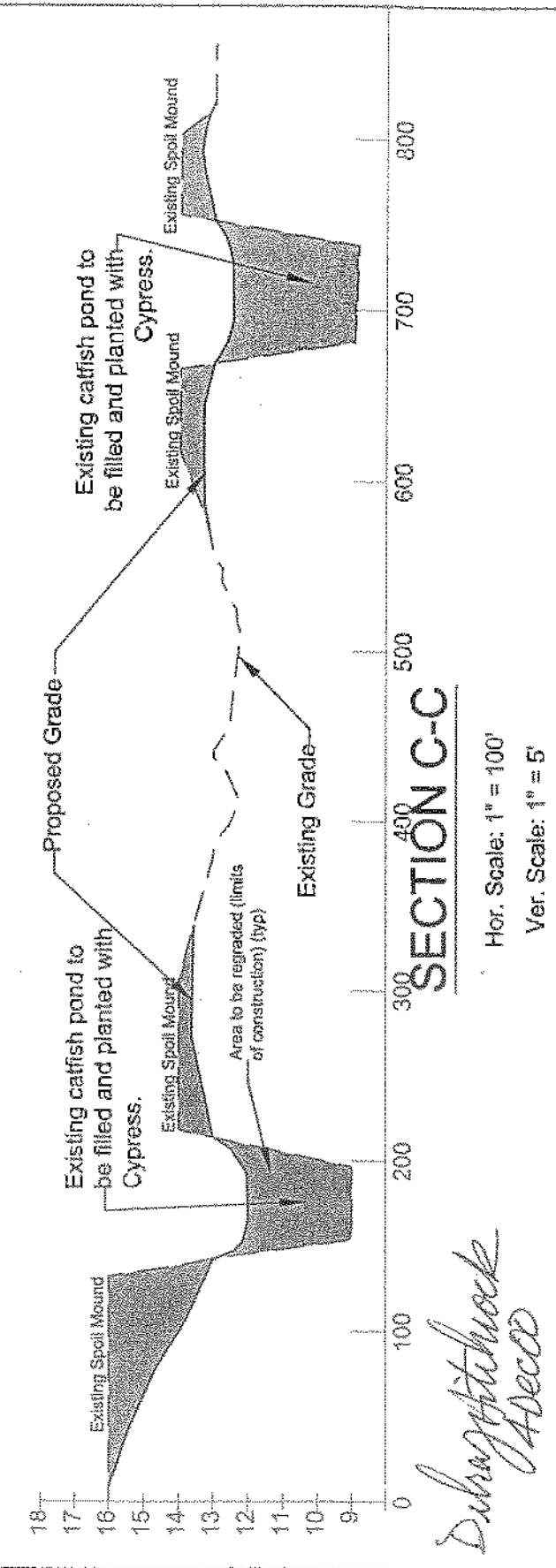
Applicant CARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION B-B
 Water Body BLACKWATER BAY Original Work Maintenance
 County SANTA ROSA Sheet No. 14 of 28
 Datum N.G.V.D. Date 11/17/00



▲ Cross section location
 ▲ Silt Fence Location
 --- Mitigation Bank Boundary

█ "Impact Area" area to be graded to match adjacent natural contours.
 --- Observed water level

==== Existing dirt road
 --- Existing fence



SECTION C-C

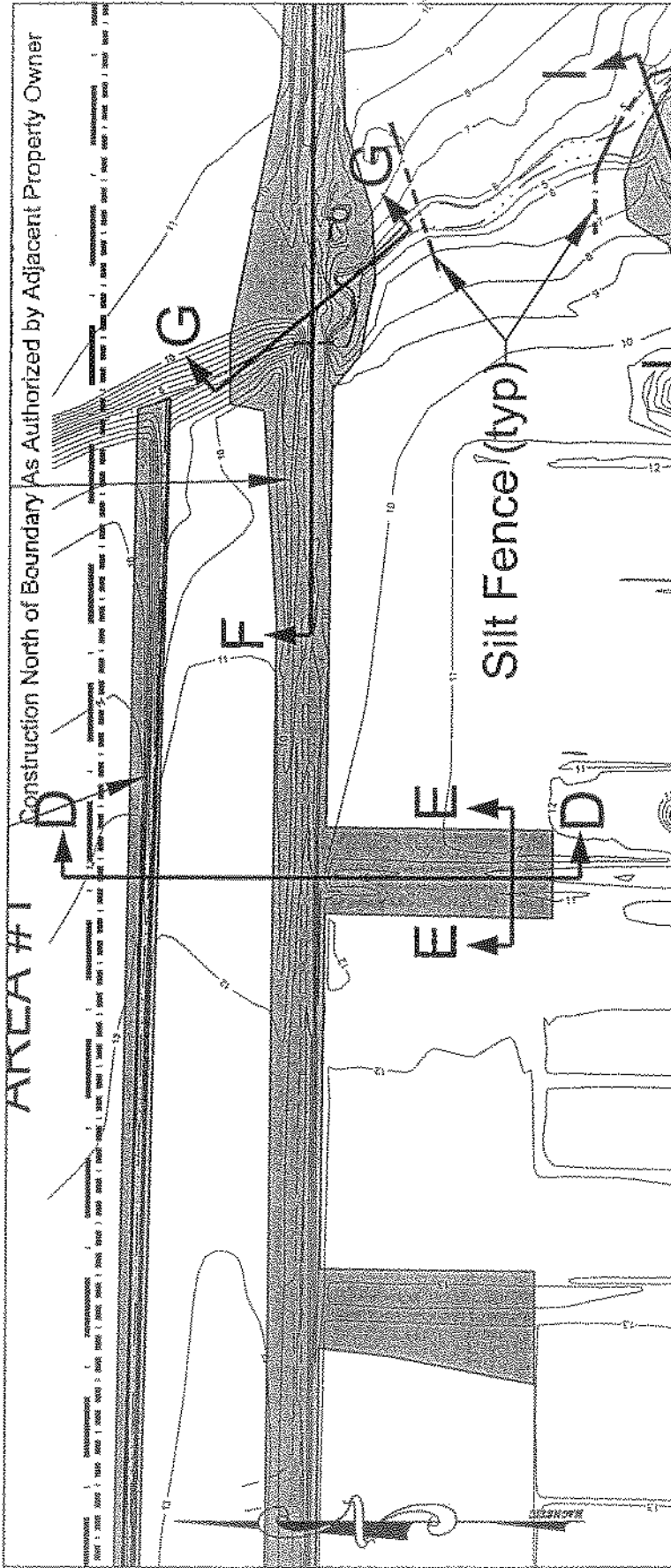
Hor. Scale: 1" = 100'
 Ver. Scale: 1" = 5'

Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION C-C

Water Body BLACKWATER BAY Original Work Maintenance

County SANTA ROSA Sheet No. 15 of 28

Datum N.G.V.D. Date 11/17/00



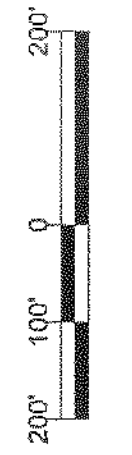
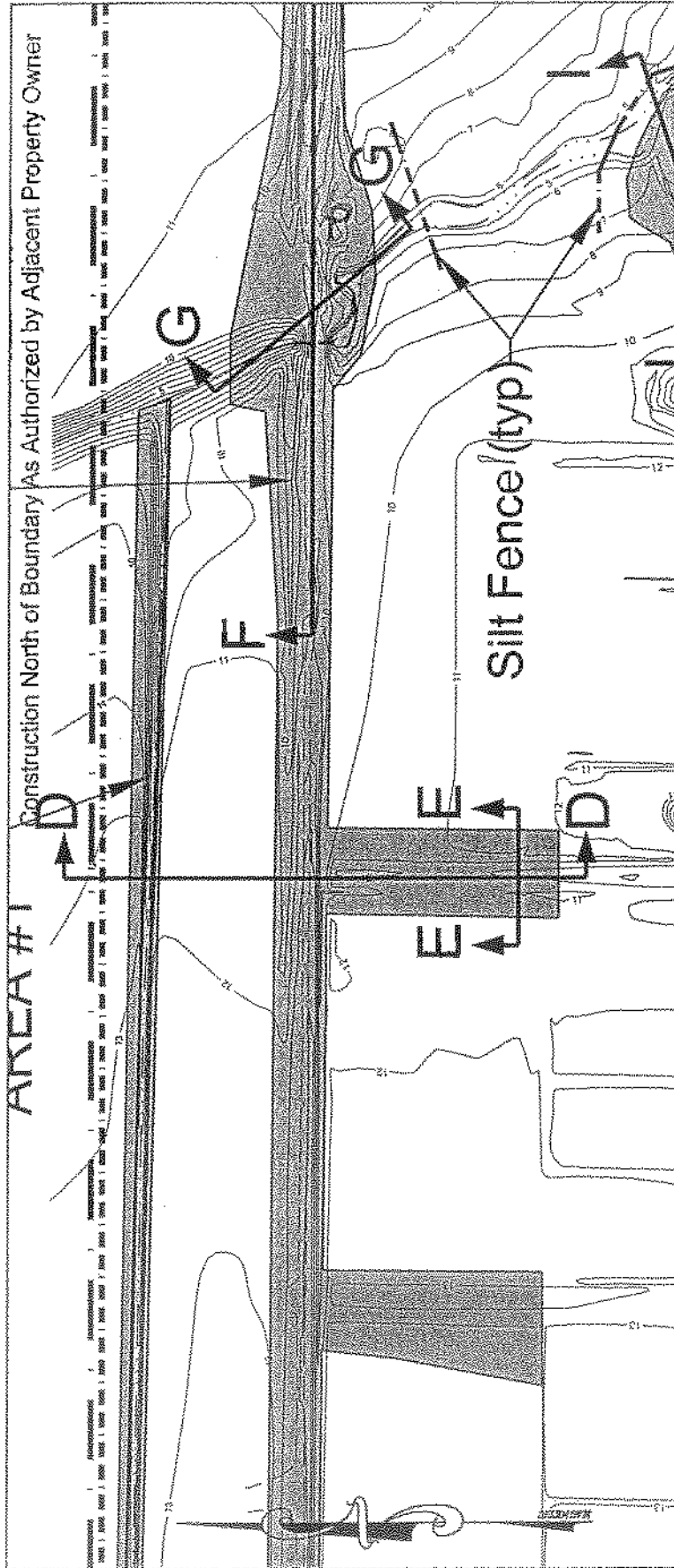
Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION D-D

Water Body BLACKWATER BAY Original Work Maintenance

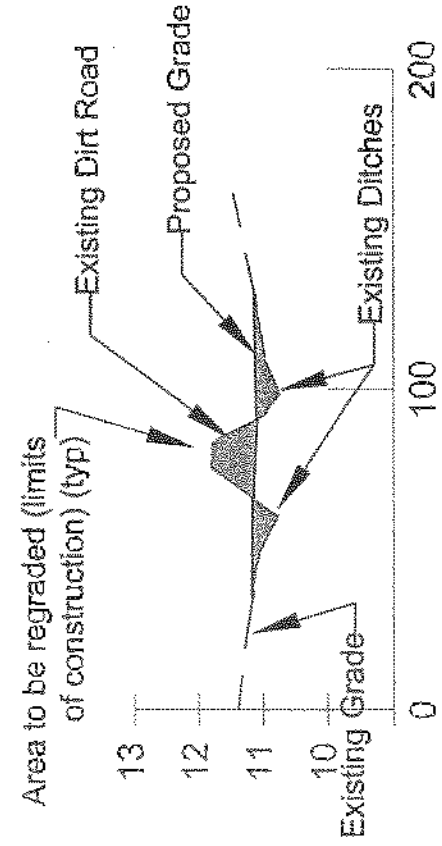
County SANTA ROSA Sheet No. 16 of 28

Datum N.G.V.D. Date 11/17/00

Debra M. ...



- █ "Impact Area" area to be graded to match adjacent natural contours.
- Observed water level
- Existing dirt road
- Existing fence
- Cross section location
- Silt Fence Location
- Mitigation Bank Boundary



SECTION E-E

Hor. Scale: 1" = 60'
Ver. Scale: 1" = 3'

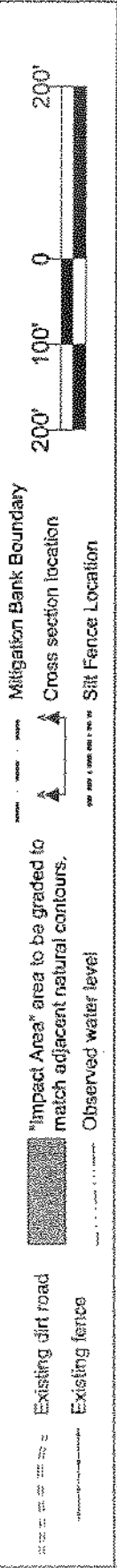
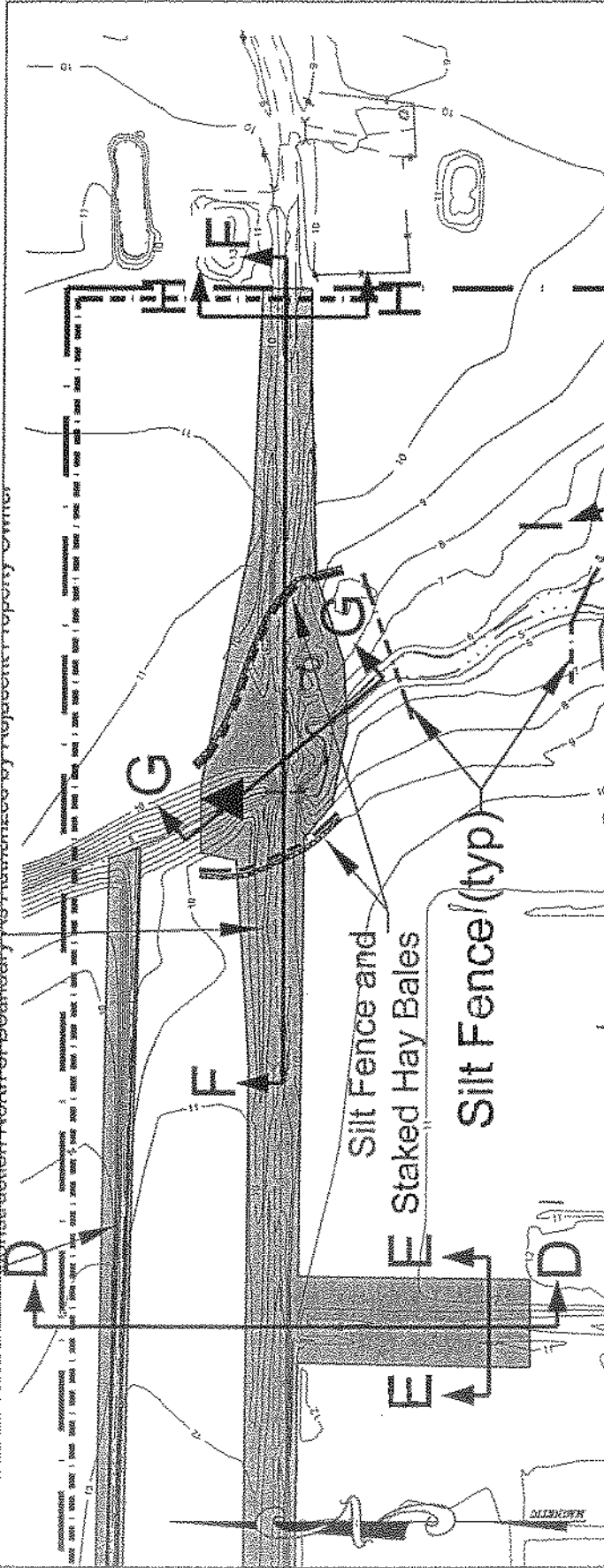
Whay Hitchcock
AECOM

Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION E-E

Water Body BLACKWATER BAY Original Work Maintenance

County SANTA ROSA Sheet No. 17 of 28

Datum N.G.V.D. Date 11/17/00



SECTION F-F

Hor. Scale: 1" = 100'
 Ver. Scale: 1" = 5'

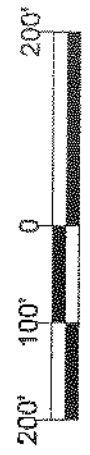
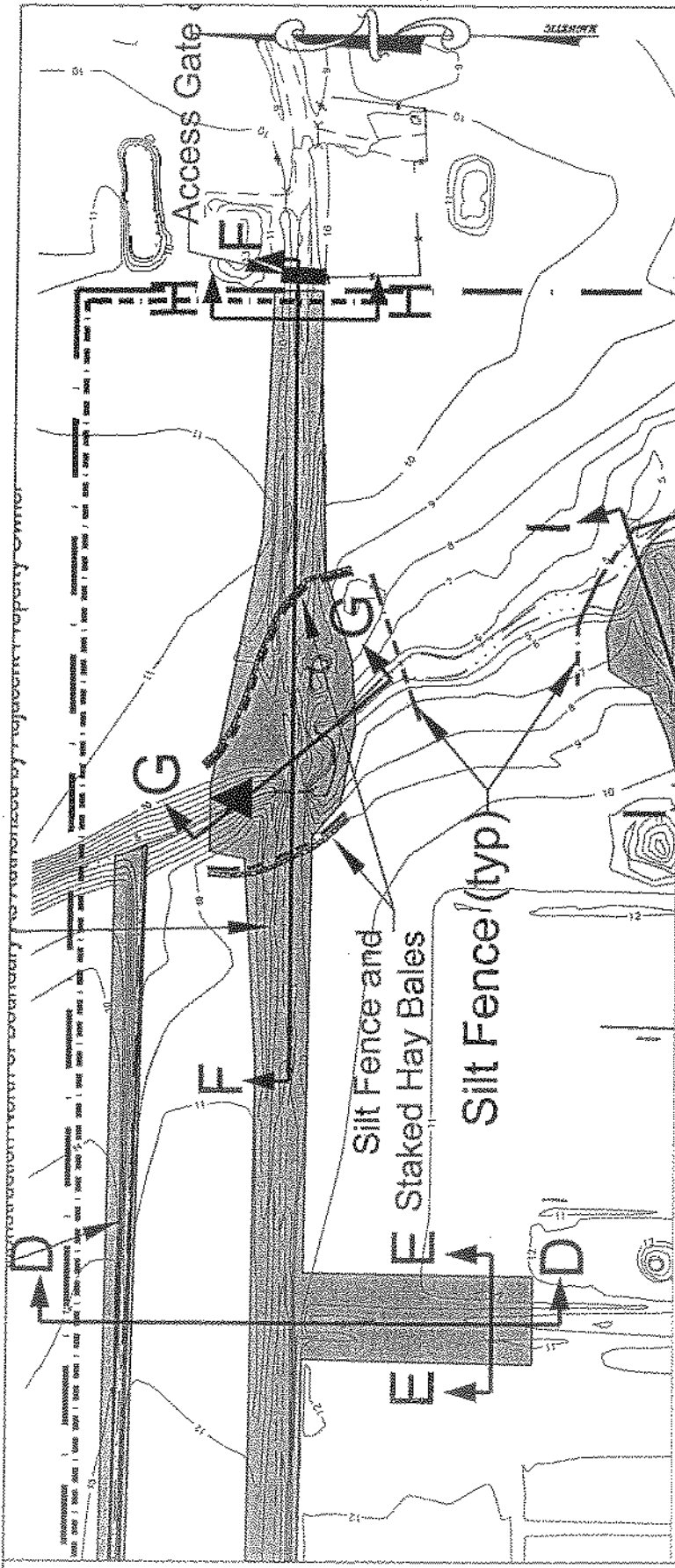
Dwight Hitchcock
 4-Dec-00

Applicant CARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION F-F

Water Body BLACKWATER BAY Original Work Maintenance

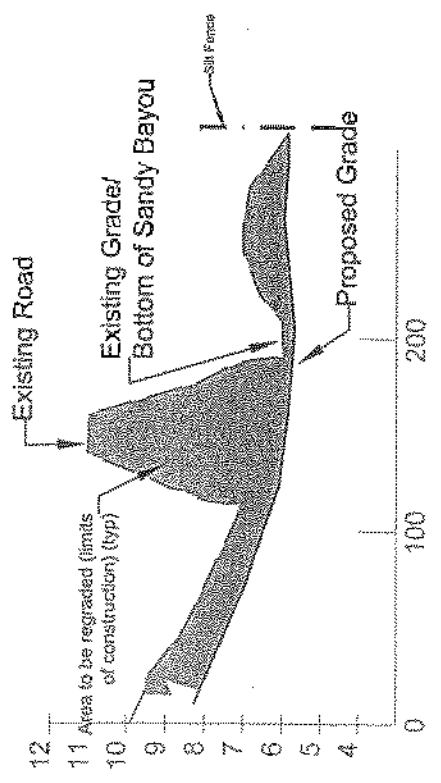
County SANTA ROSA Sheet No. 18 of 28

Datum N.G.V.D. Date 11/17/00



- Existing dirt road
- Existing fence
- Observed water level
- Cross section location
- Silt Fence Location
- Mitigation Bank Boundary

"Impact Area" area to be graded to match adjacent natural contours.

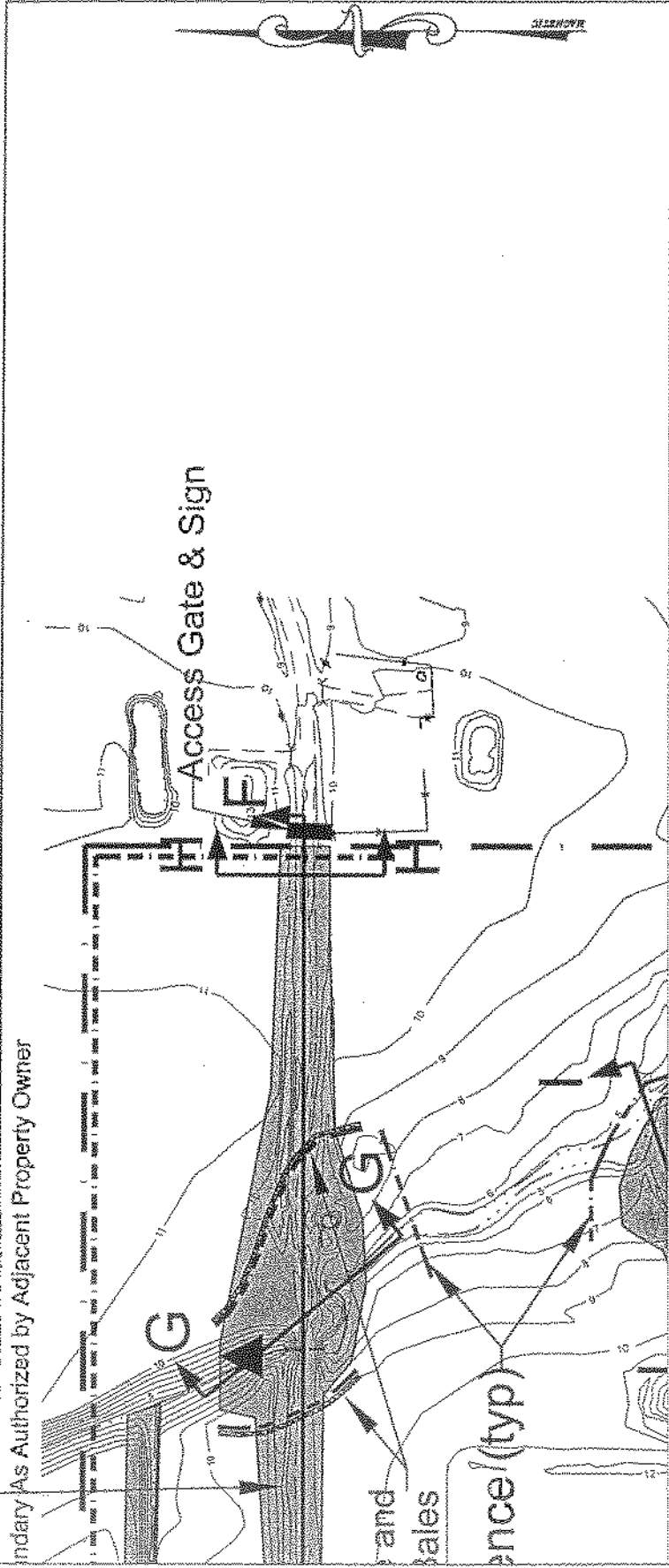


SECTION G-G

Hor. Scale: 1" = 100'
Ver. Scale: 1" = 5'

Diana A. Aruco

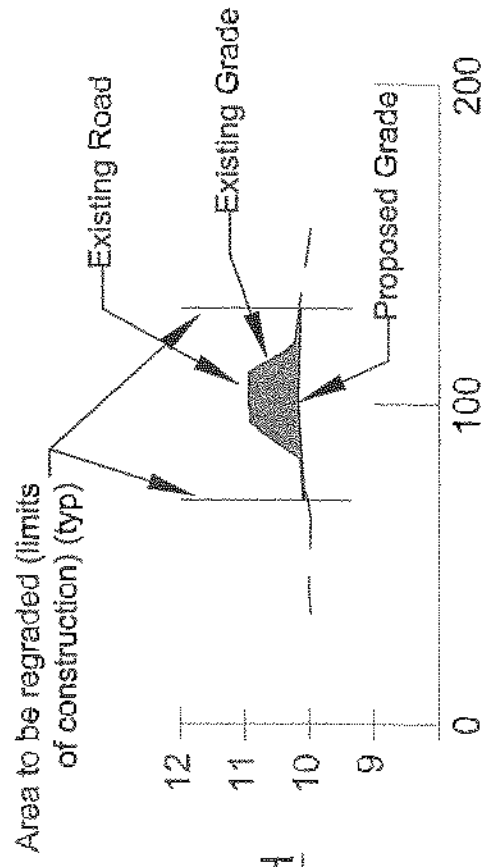
Applicant	CARCON PENINSULA MITIGATION BANK, LLC	Purpose	SECTION G-G
Water Body	BLACKWATER BAY	Original Work	<input checked="" type="checkbox"/>
County	SANTA ROSA	Maintenance	<input type="checkbox"/>
Datum	N.G.V.D.	Sheet No.	19 of 28
		Date	11/17/00



▲ Cross section location
 --- Silt Fence Location
 --- Mitigation Bank Boundary

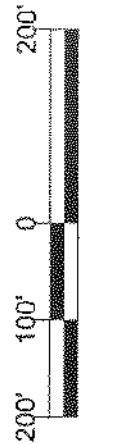
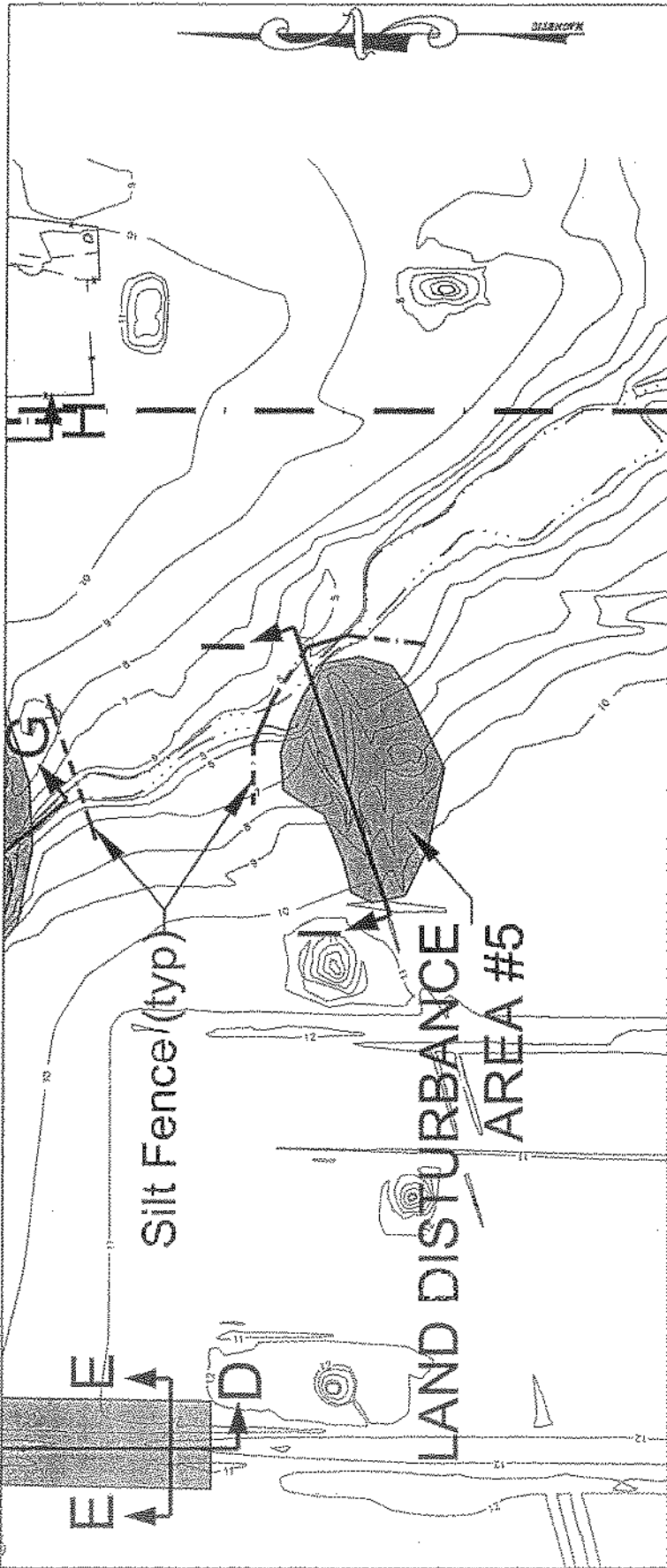
[Hatched Area] "Impact Area" area to be graded to match adjacent natural contours.
 --- Observed water level

[Dashed Line] Existing dirt road
 [Solid Line] Existing fence



SECTION H-H
 Hor. Scale: 1" = 60'
 Ver. Scale: 1" = 3'
Debra J. [Signature]
 4/20/00

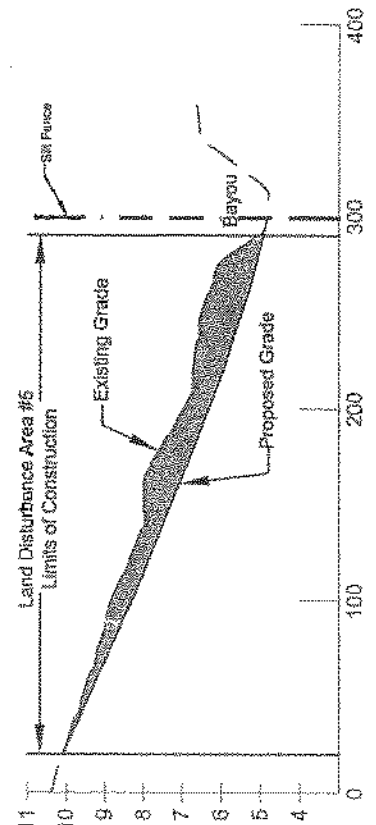
Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION H-H
 Water Body BLACKWATER BAY Original Work Maintenance
 County SANTA ROSA Sheet No. 20 of 28
 Datum N.G.V.D. Date 11/17/00



▲ Cross section location
 ▲ Silt Fence Location
 --- Mitigation Bank Boundary

█ "Impact Area" area to be graded to match adjacent natural contours.
 --- Observed water level

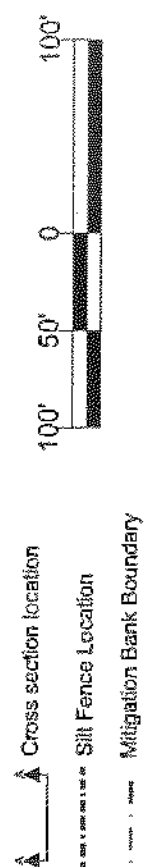
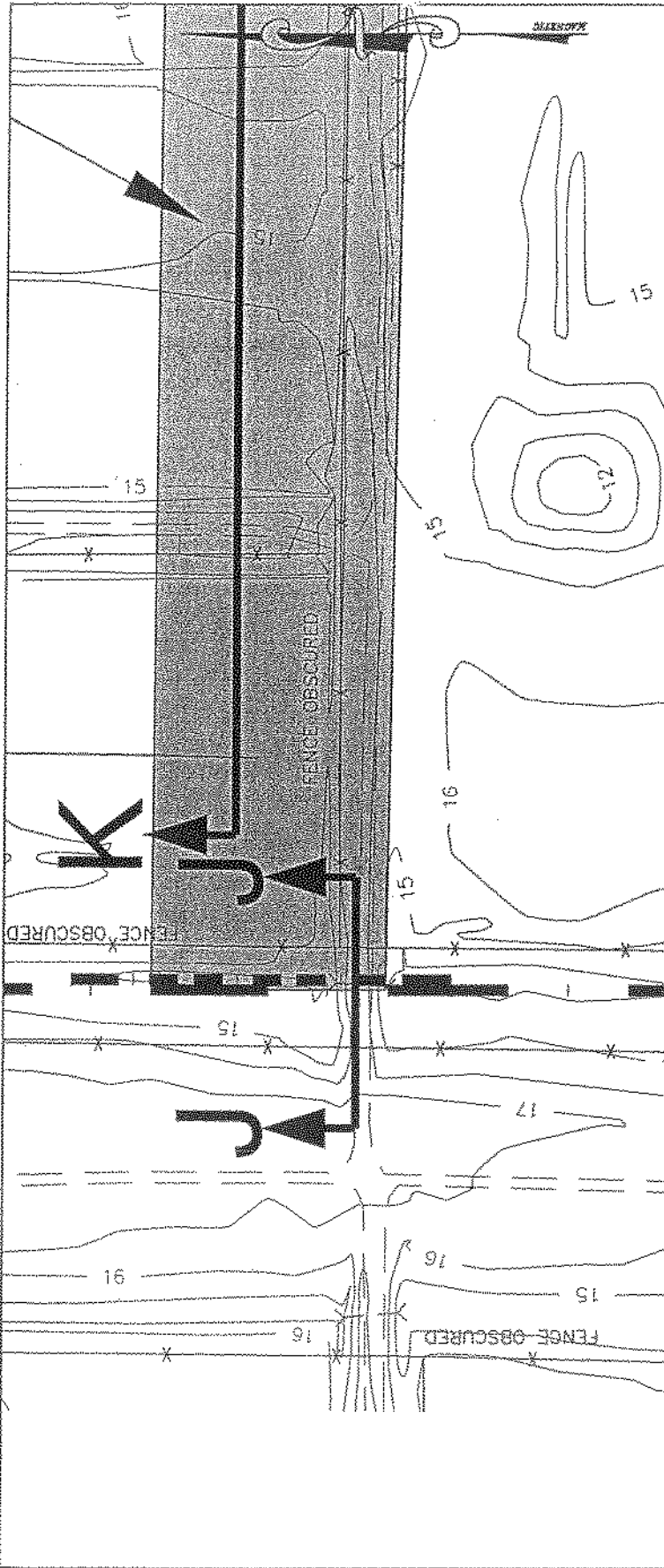
--- Existing dirt road
 --- Existing fence



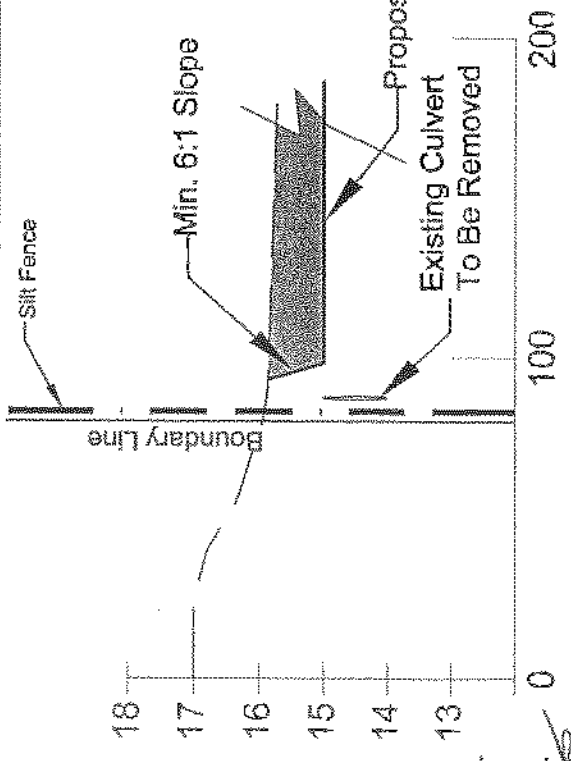
SECTION H
 Hor. Scale: 1" = 100'
 Ver. Scale: 1" = 5'

Debra J. Johnson
 11/17/00

Applicant	GARCON PENINSULA MITIGATION BANK, LLC	Purpose	SECTION I-1		
Water Body	BLACKWATER BAY	Original Work	<input checked="" type="checkbox"/>	Maintenance	<input type="checkbox"/>
County	SANTA ROSA	Sheet No.	21	of	28
Datum	N.G.V.D.	Date	11/17/00		



"Impact Area" area to be graded to match adjacent natural contours.

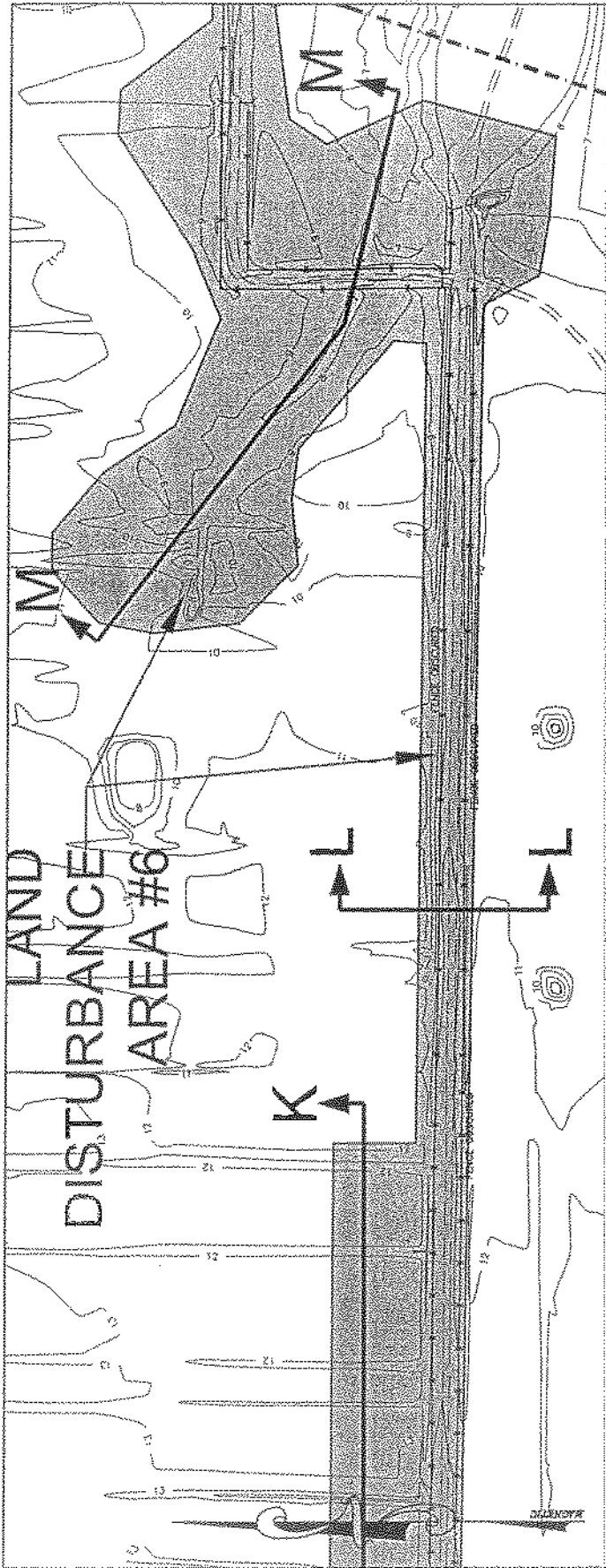


SECTION J-J

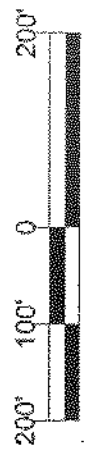
Hor. Scale: 1" = 60'
Ver. Scale: 1" = 3'

*Debra Hatcher
Assoc.*

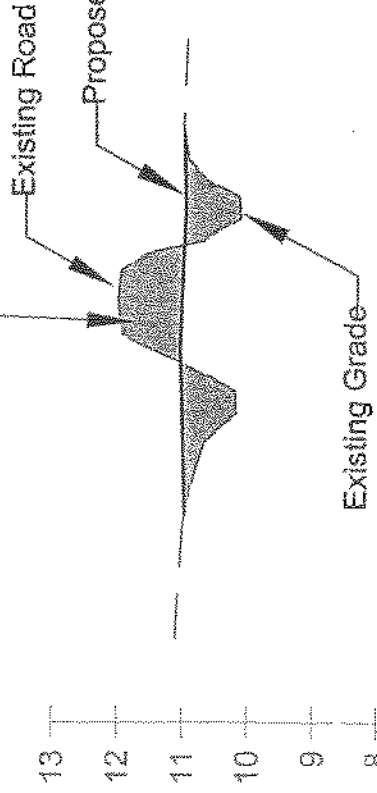
Applicant	GARCON PENINSULA MITIGATION BANK, LLC	Purpose	SECTION J-J		
Water Body	BLACKWATER BAY	Original Work	<input checked="" type="checkbox"/>	Maintenance	<input type="checkbox"/>
County	SANTA ROSA	Sheet No.	22	of	28
Datum	N.G.V.D.	Date	11/17/00		



- Existing dirt road
- Existing fence
- "Impact Area" area to be graded to match adjacent natural contours.
- Observed water level
- Cross section location
- Silt Fence Location
- Mitigation Bank Boundary



Area to be regraded (limits of construction) (typ)

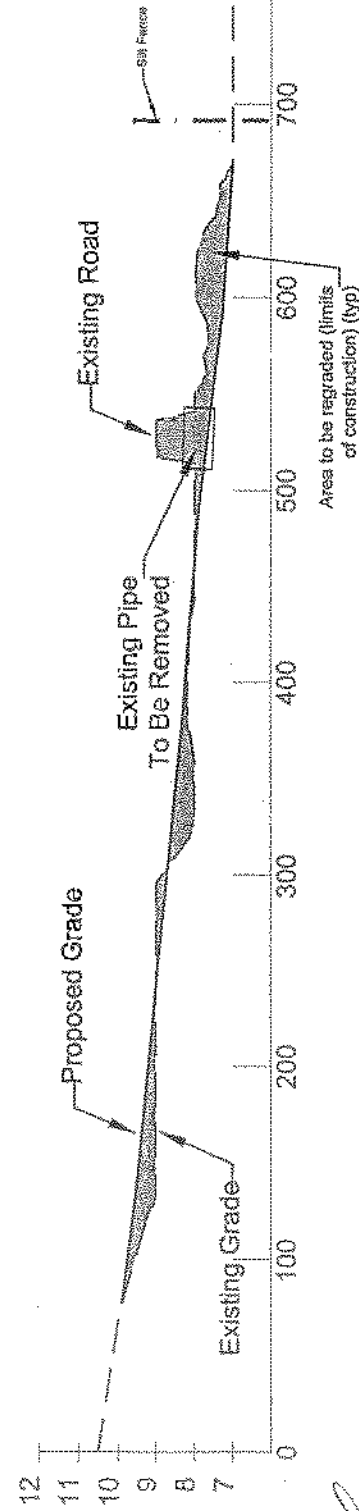
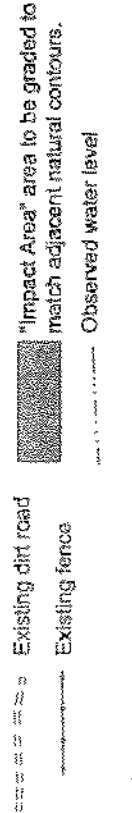
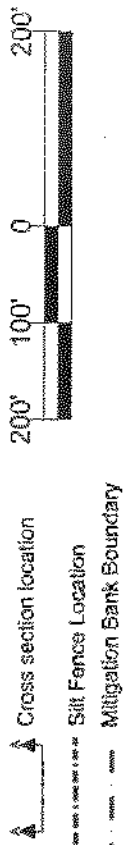
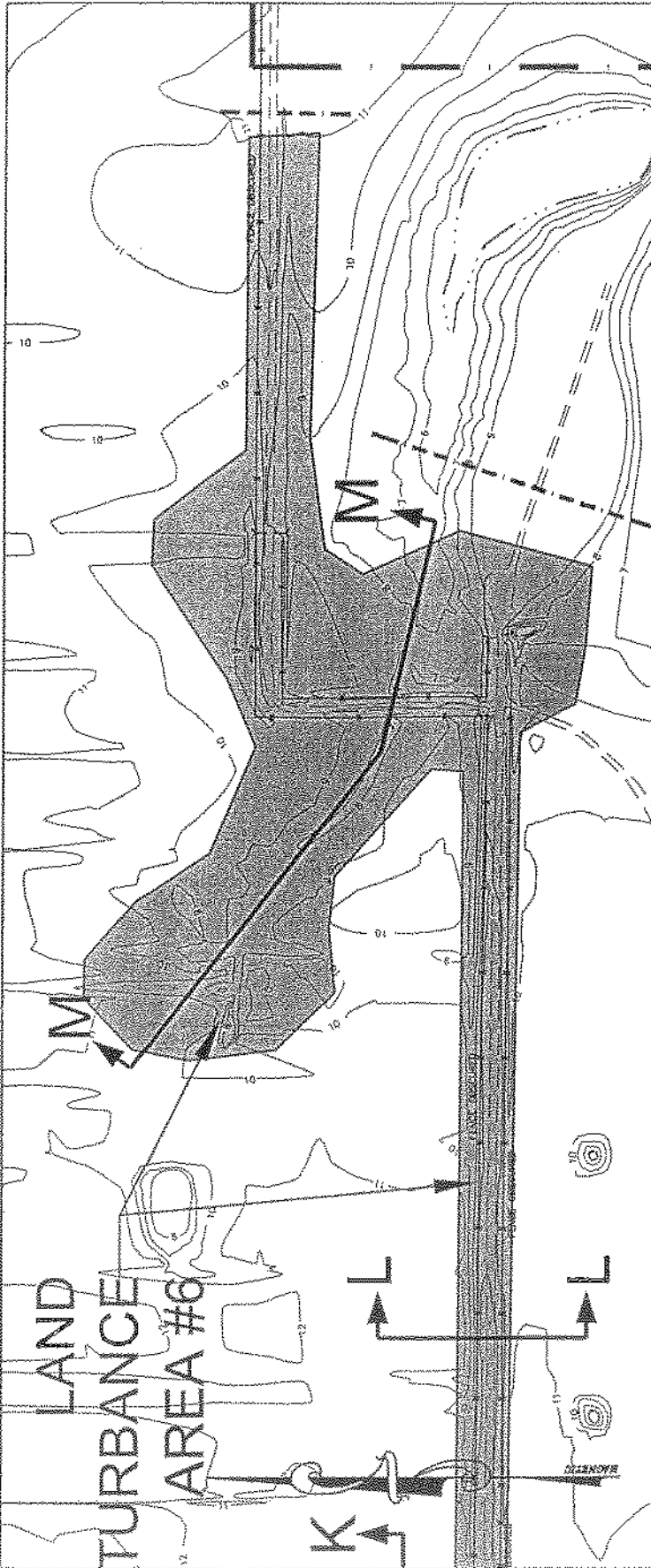


SECTION L-L

Hor. Scale: 1" = 60'
Ver. Scale: 1" = 3'

Debra Mitchell
ADE COF

Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION L-L
 Water Body BLACKWATER BAY Original Work Maintenance
 County SANTA ROSA Sheet No. 24 of 28
 Datum N.G.V.D. Date 11/17/00



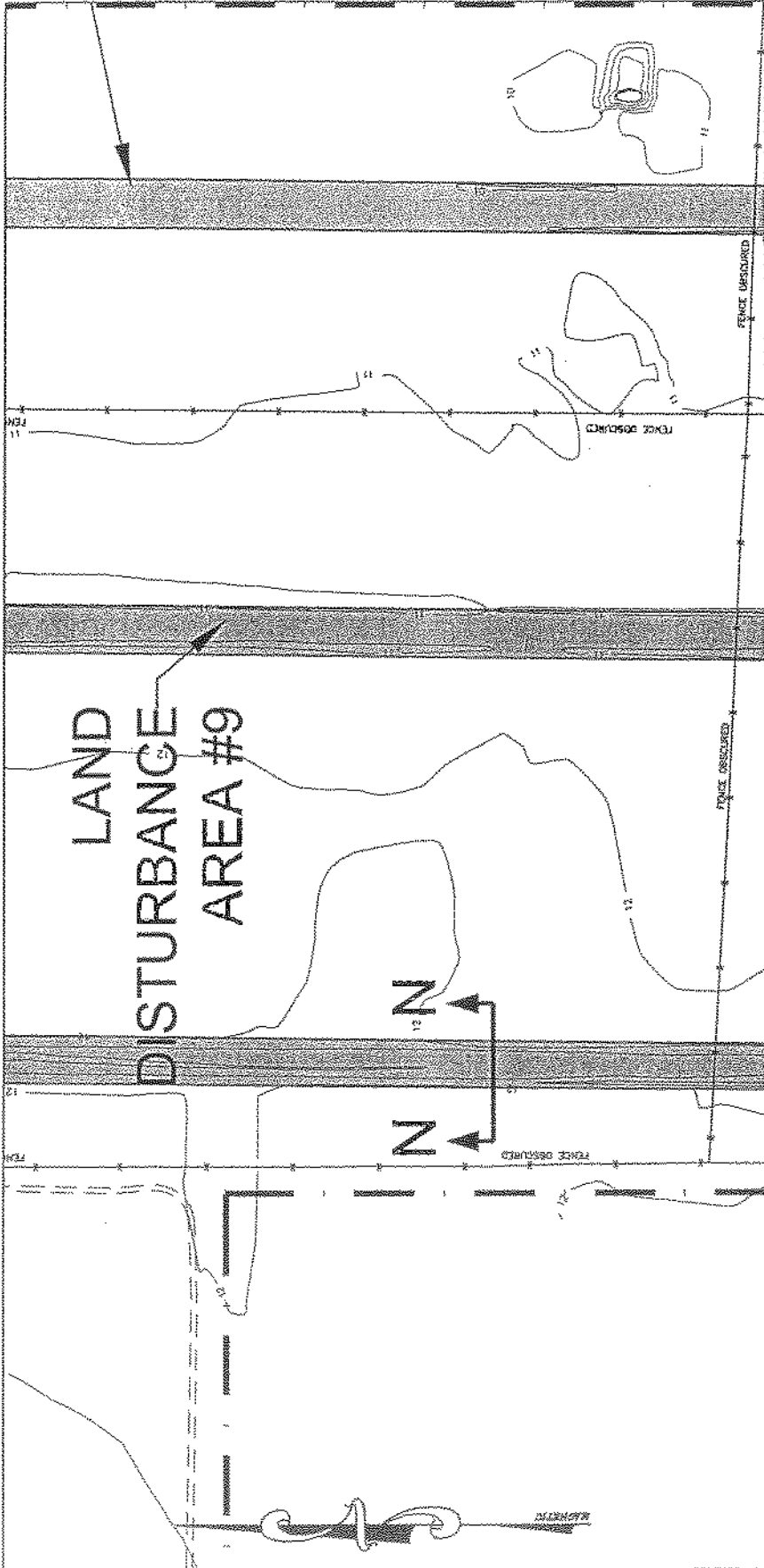
SECTION M-M

Hor. Scale: 1" = 100'

Ver. Scale: 1" = 5'

Diana J. [Signature]
11/17/00

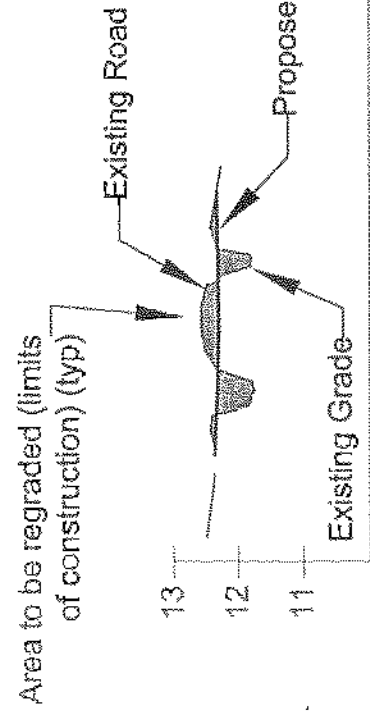
Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION M-M
 Water Body BLACKWATER BAY Original Work Maintenance
 County SANTA ROSA Sheet No. 25 of 28
 Datum N.G.V.D. Date 11/17/00



- ▲ Cross section location
- ▲ Silt Fence Location
- Mitigation Bank Boundary

- █ "Impact Area" area to be graded to match adjacent natural contours.
- Observed water level

- Existing dirt road
- Existing fence

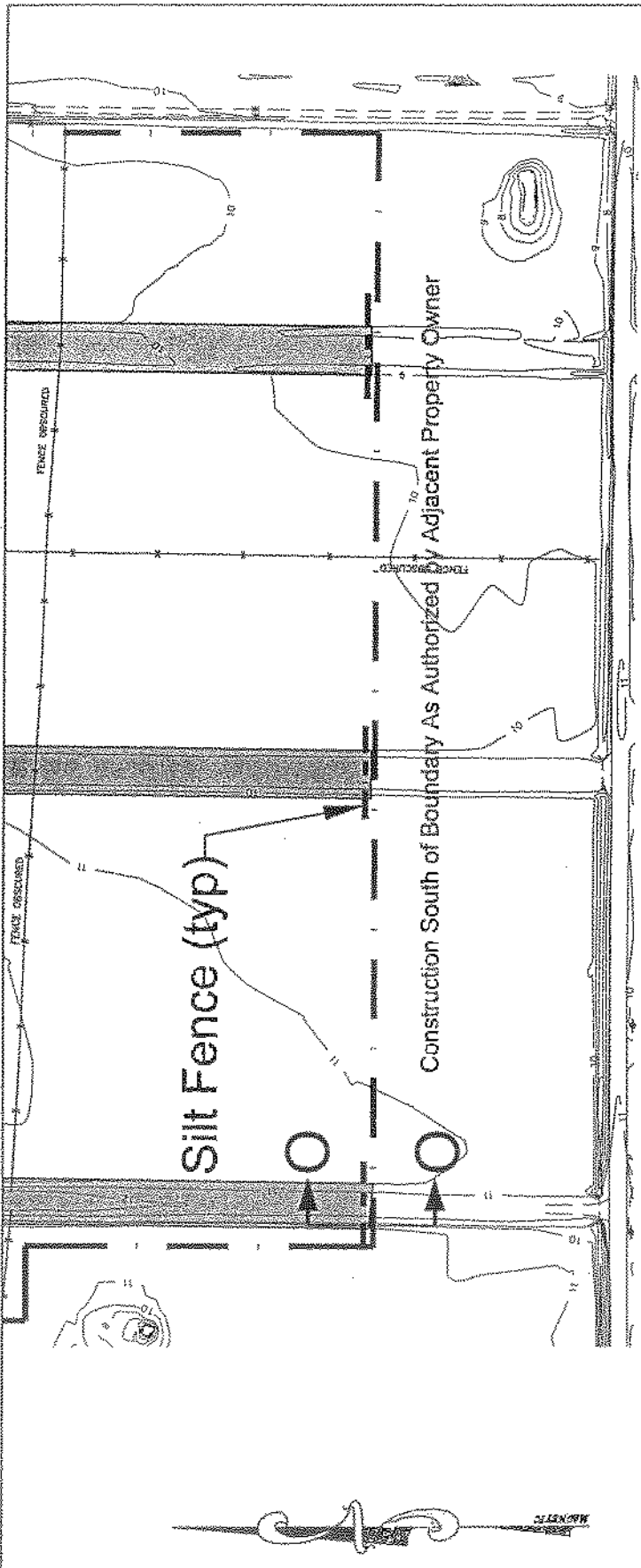


SECTION N-N

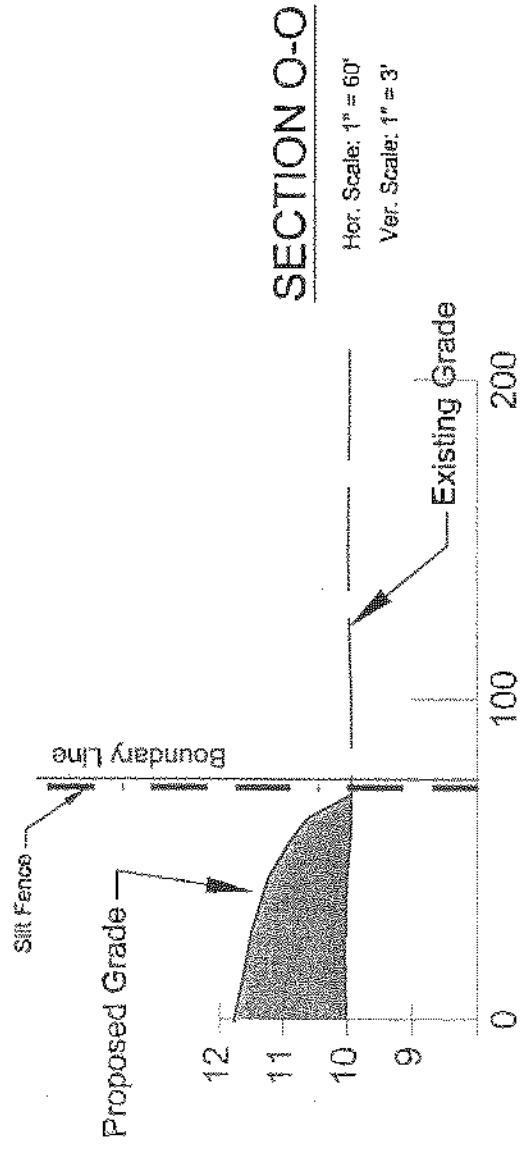
Hor. Scale: 1" = 60'
Ver. Scale: 1" = 3'

Debra Hutchins
A Dec 00

Applicant	CARCON PENINSULA MITIGATION BANK, LLC	Purpose	SECTION N-N
Water Body	BLACKWATER BAY	Original Work	<input checked="" type="checkbox"/>
County	SANTA ROSA	Maintenance	<input type="checkbox"/>
Datum	N.G.V.D.	Sheet No.	26 of 28
		Date	11/17/00



Existing dirt road
 Existing fence
 "Impact Area" area to be graded to match adjacent natural contours.
 Observed water level



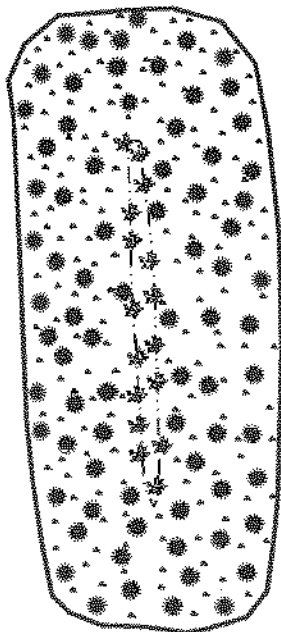
Applicant GARCON PENINSULA MITIGATION BANK, LLC Purpose SECTION 0-0
 Water Body BLACKWATER BAY Original Work Maintenance
 County SANTA ROSA Sheet No. 27 of 28
 Datum N.G.V.D. Date 11/17/00

PLANTING PLAN

Western Cypress Dome

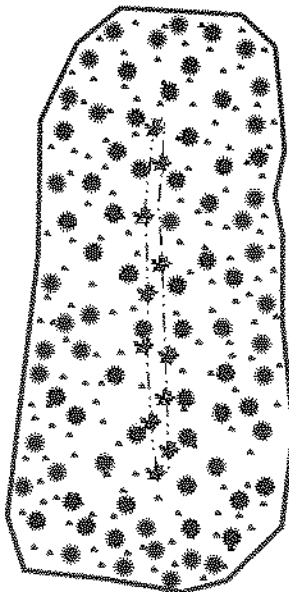
Plan View.
Scale: 1" = 200'

Total Acreage: 3.63 Ac.
Cypress Dome Acreage: 3.47 Ac.
Open Water with Duck Potato Acreage: 0.16 Ac.



Eastern Cypress Dome

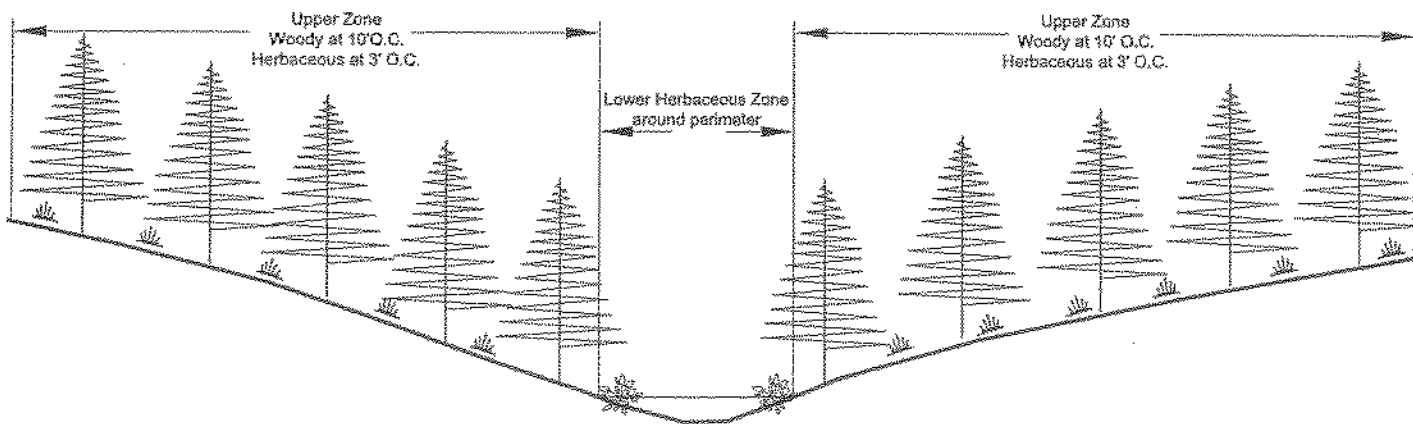
Total Acreage: 3.44 Ac.
Cypress Dome Acreage: 2.76 Ac.
Open Water with Duck Potato Acreage: 0.13 Ac.



LEGEND:

- Outer Limits of Cypress Dome and overall Planting Plan.
- Outer Limits of standing water.
- Upper Zone (woody)
- Upper Zone (herbaceous)
- Lower Zone

Plant symbols show the general planting area and do not show the actual size and spacing of the plants.



TYPICAL SECTION THRU PLANTING AREA

Not to Scale

Diana Hitchcock
12 DEC 00

Applicant	GARCON PENINSULA MITIGATION BANK, LLC	Purpose	PLANTING PLAN DETAILS
Water Body	BLACKWATER BAY	Original Work	<input checked="" type="checkbox"/> <input type="checkbox"/>
County	SANTA ROSA	Maintenance	<input type="checkbox"/>
Datum	N.G.V.D.	Sheet No.	28 of 28
		Date	11/17/00

EXHIBIT 20
Planting Plan

Planting Plan

Two restoration activities within the bank site, (Catfish Pond restoration and Sandy Point Bayou restoration) will involve installation of plants. The following details the planting design.

Catfish Pond Restoration

An area in the northwest portion of the bank site that appears to have formerly been a cypress strand was excavated into two ponds for use in catfish production. The spoil from this excavation was deposited around the margin of the two ponds resulting a total disturbed area of 7-acres (including both excavation and deposition). The proposed mitigation includes filling in these ponds and regrading the area (identified as land disturbance area #4 in the permit drawings) to form a shallow depression. Due to oxidation of organic material over the years from the spoil collar, we expect that there will be insufficient volume of material to completely fill the catfish ponds. As a result, there will be a permanent pool. The (unknown) depth of this pool will determine whether or not Cypress will be planted over the entire area. This area will is described as the Lower Zone below.

The pond restoration will be planted in two zones corresponding with hydroperiod (Figure 1). The Upper Zone will be planted with herbaceous species (e.g. *Xyris* spp., *Cladium jamaicense*, *Saururus cernus*, and *Chrinum americanum*) and woody species (e.g. *Taxodium* sp., *Nyssa biflora*, *Ilex myrtifolia*, and *Magnolia virginiana*). The Lower Zone will be planted with species such as *Pontederia cordata*, *Sagittaria* spp., and *Chrinum americanum*. All herbaceous species will be planted on 3-foot centers with woody species on 10-foot centers. To ensure adequate diversity, no one species will constitute more than 25% of the total number planted. The trees will be nursery stock at least 4 feet tall and herbs will be selectively harvested from natural populations.

Sandy Point Bayou Restoration

The project site includes a culverted crossing of the upper reaches of Sandy Point Bayou, which is a first order stream at the point of the crossing. The proposed mitigation involves removal of the fill material and culverts associated with this crossing. Once removed, the littoral area will be reshaped to mimic undisturbed areas up and down stream. The newly shaped areas will be stabilized by broadcasting seed of a non-invasive annual grass. Additionally, representative emergents, shrubs, and trees will be planted on the banks (Figure 2). Emergents such as *Pontederia*, *Sagittaria*, and *Cladium* will be planted on three-foot centers at the land-water interface. A mix of native shrubs including *Lyonia*, *Illicium*, *Azella*, and *Cliftonia* will be installed on five-foot centers between the water's edge and the top of the bank. *Acer* seedlings will be planted in the

same zone on ten-foot centers. Silt fence and hay bales will be installed as depicted in the construction drawings to minimize potential sedimentation resulting from exposed mineral soil.

PLANTING PLAN

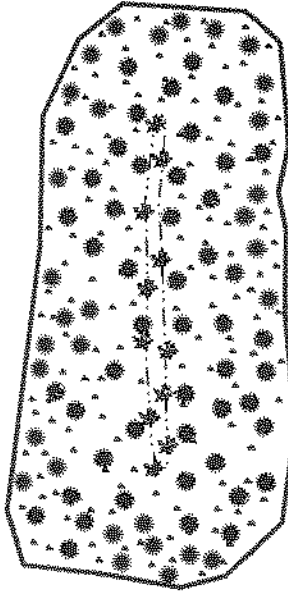
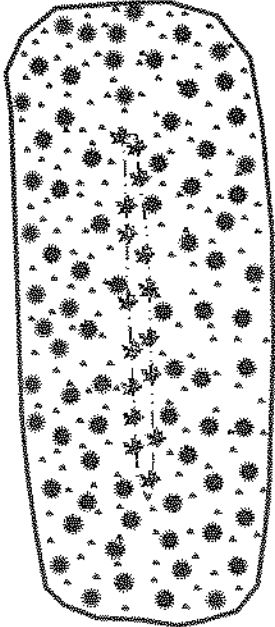
Western Cypress Dome

Total Acreage: 3.63 Ac.
 Cypress Dome Acreage: 3.47 Ac.
 Open Water with Duck Potato Acreage: 0.16 Ac.



Plan View
 Scale: 1" = 200'




Eastern Cypress Dome

Total Acreage: 3.44 Ac.
 Cypress Dome Acreage: 2.76 Ac.
 Open Water with Duck Potato Acreage: 0.13 Ac.

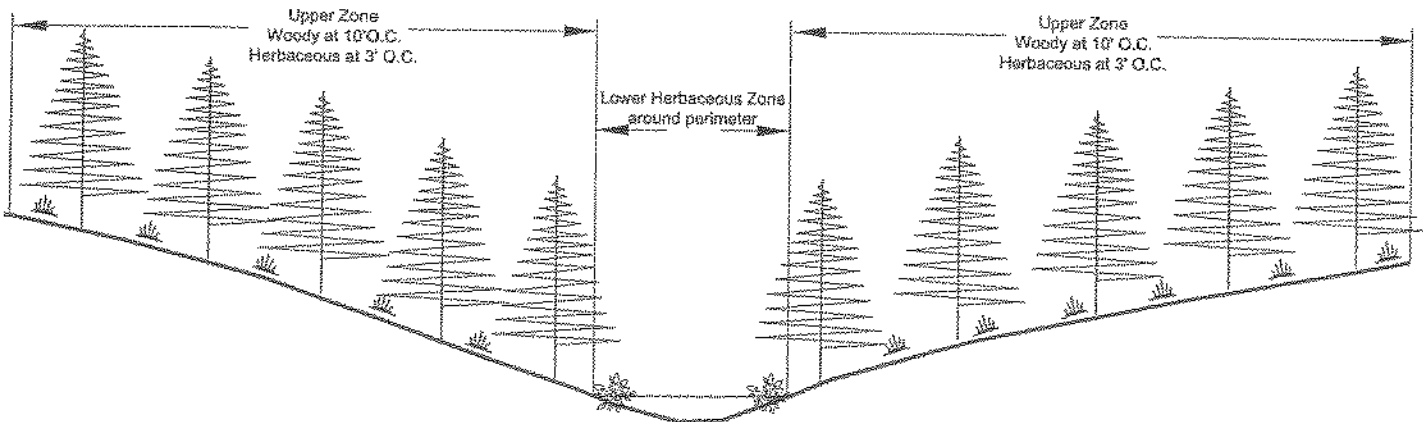


LEGEND:

-  Outer Limits of Cypress Dome and overall Planting Plan.
-  Outer Limits of standing water.

-  Upper Zone (woody)
-  Upper Zone (herbaceous)
-  Lower Zone

Plant symbols show the general planting area and do not show the actual size and spacing of the plants.



TYPICAL SECTION THRU PLANTING AREA

Not to Scale

FIGURE 1
Pond Restoration

PLANTING PLAN

Plan View, Scale: 1" = 60"

LEGEND:



Silt Fence and Hay Bales



Outer Limits of standing water.



Tree

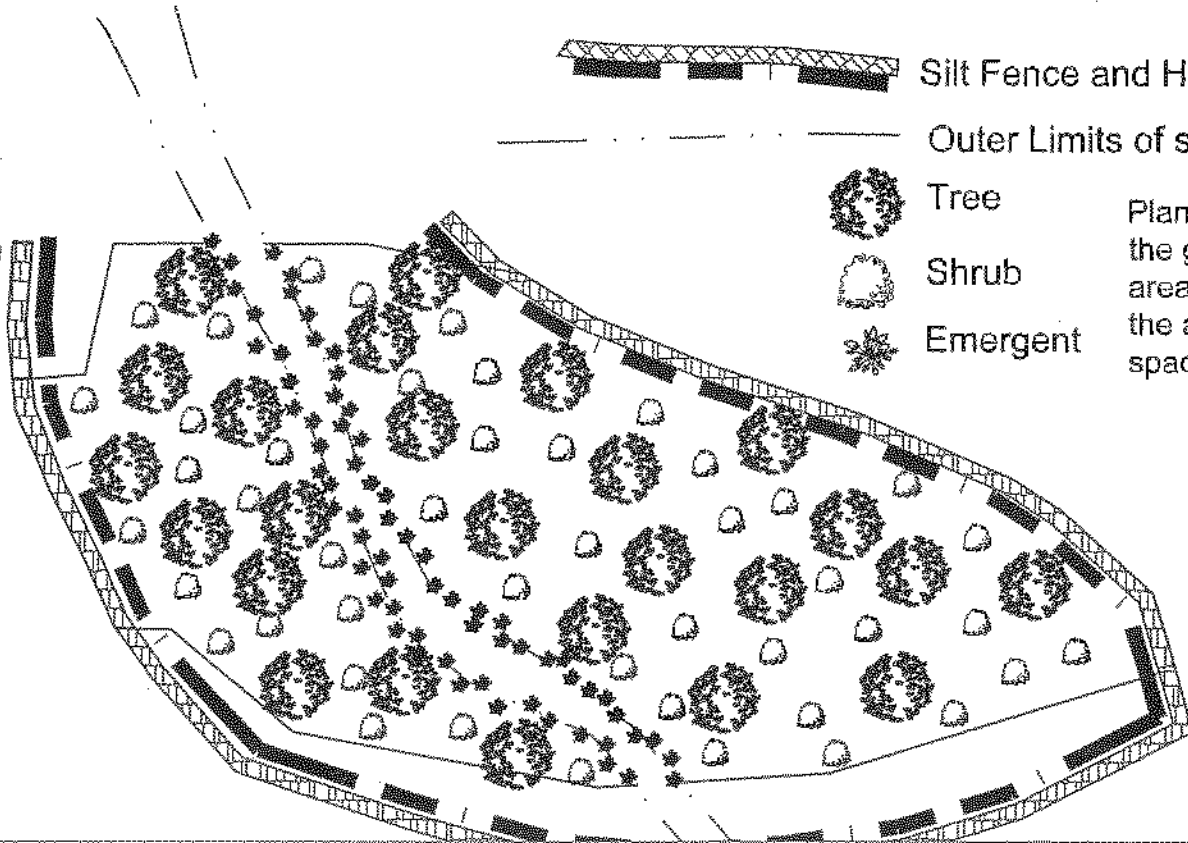


Shrub



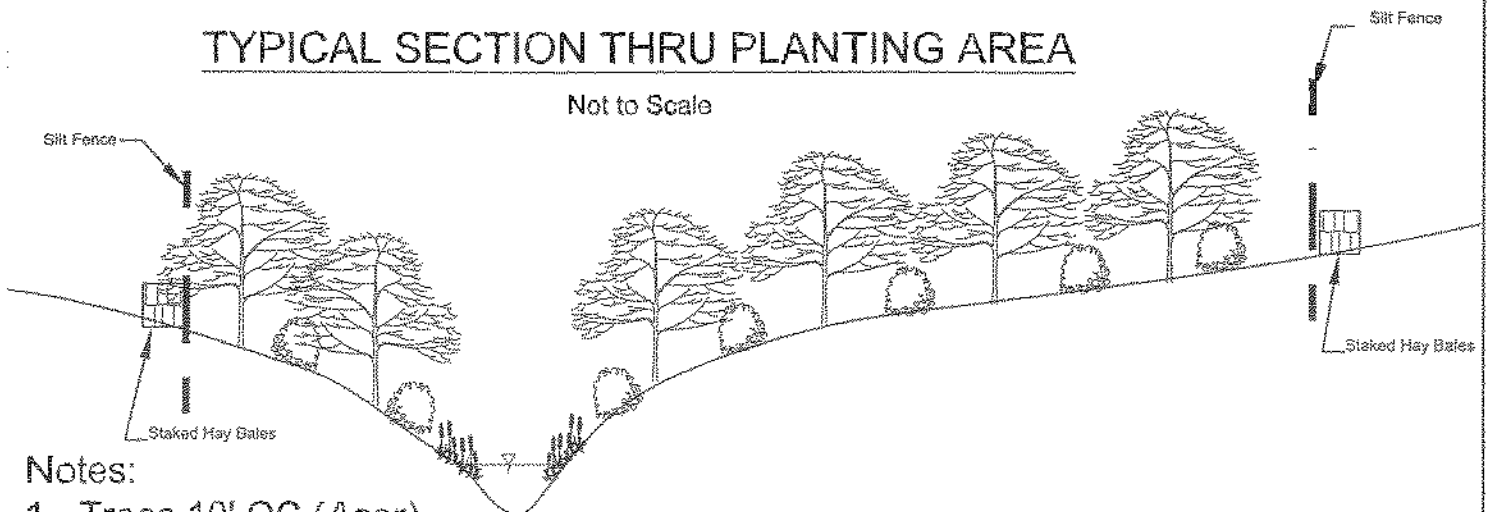
Emergent

Plant symbols show the general planting area and do not show the actual size and spacing of the plants.



TYPICAL SECTION THRU PLANTING AREA

Not to Scale



Notes:

1. Trees 10' OC (*Acer*)
2. Shrubs 5' OC (*Lyonia*, *Illicium*, *Rhododendron*, *Cliftonia*)
3. Emergent 3' OC (*Pontederia*, *Sagittaria*, *Cladium*)
4. Entire slope seeded with annual grass.

FIGURE 2
Bayou Restoration

EXHIBIT 21

Draft Conservation Easement

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____ 20____, by _____, having an address at _____

_____ (Grantor) to the Department of Environmental Protection (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 shall include any successor or assignee of Grantee.

WITNESSETH

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

WHEREAS, the Grantor desires to construct **Garcon Peninsula Mitigation Bank** at a site in Santa Rosa County, which is subject to the regulatory jurisdiction of the Department of Environmental Protection (Department); and

WHEREAS, Department Permit No. 170880-001 authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore or mitigate wetlands or uplands under the Department's jurisdiction;

WHEREAS, Grantor grants this conservation easement as a condition of the Permit issued by Grantee solely to offset adverse impacts to natural resources, fish and wildlife, and wetland and other surface water functions;

WHEREAS, the U.S. Army Corps of Engineers (Army Corps) Permit No. _____ (Corps Permit) authorizes certain activities in the waters of the United States and requires this conservation easement over the lands identified in Exhibit XX as mitigation for such activities;

WHEREAS, the Army Corps is not authorized to hold conservation easements and the Grantee has agreed to hold the easement on behalf of the Army Corps;

NOW THEREFORE, 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 or 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 which 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.

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 environmental value of the Property;

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 or its successors and assigns are complying with the covenants and prohibitions contained in 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 such 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 for restoration, creation, enhancement, maintenance and monitoring activities authorized by the Permit:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except as may be permitted by the Permit;

d. 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;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

f. 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 and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

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

4. Reserved Rights. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any Department rule, criteria, permit and 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, its successors or assigns, shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property. In addition, Grantee, its successors or assigns, shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Real Property 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 Grantor's ownership of the Property. 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, Grantor agrees to

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.

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's rights.

11. Venue and Enforcement Costs. Venue to enforce the terms of this conservation easement shall be in Leon County, Florida. In the event the Army Corps takes enforcement action, venue shall be in a state or federal court of competent jurisdiction. If the Grantee prevails in an enforcement action, it shall be entitled to recover the 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.

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

13. Recording in Land Records. Grantor shall record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Santa Rosa County, Florida. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 Santa Rosa County.

19. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

20. Rights of U.S. Army Corps of Engineers. Where a corresponding permit is issued by the U.S. Army Corps of Engineers, the Corps shall have all the rights of grantee under this easement. The Corps shall be a party to a modification, alteration, release, or revocation of the conservation easement, and shall review and approve as necessary any additional structures or activities that require approval by the Grantee

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes 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:

Garcon Peninsula Mitigation Bank, L.L.C.
a Florida limited liability company

Print Name: _____

By: _____
Scott M. Kaufmann

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Scott M. Kaufmann as the sole member of Garcon Peninsula Mitigation Bank, L.L.C. on behalf of said company. He is personally known to me or has produced _____ as identification.

Notary Public

Printed/Typed Name of Notary

Commission No. _____
Commission Expires _____

EXHIBIT 22

Financial Assurance Documents

SAMPLE

Issuer	
Name	BANK OF PENSACOLA
Address	400 WEST GARDEN STREET PENSACOLA, FL 32501

Beneficiary	Customer		
Name	DEPARTMENT ENVIRONMENTAL PROTECTION	Name	GARCON POINT MITIGATION BANK LLC
Address	2600 BLAIRSTONE ROAD TALLAHASSE, FLORIDA 32399	Address	

Date 04/05/2001

IRREVOCABLE LETTER OF CREDIT NO. 9999999

To the above named Beneficiary:

For the account of our Customer identified above, we (the Issuer) hereby issue and establish this Irrevocable Letter of Credit in your favor for an amount or amounts not exceeding U.S. \$ 50,000.00 in the aggregate (the "Credit Amount"). These funds shall be available to you upon your presentation of drafts drawn on us at sight, accompanied by any written certificates or documents indicated below.

Presentation of such drafts shall be made during regular business hours, on or prior to the Expiration Date hereof, at our office located at the Issuer address above indicated or at such other address as we may specify in written notice to you (the "Presentment Address"). Drafts drawn and presented hereunder and in compliance with the terms and conditions hereof will be duly honored by us with our own funds.

1. DRAWINGS

Partial drawings of funds hereunder are permitted not permitted. If permitted, partial drawings made and honored shall correspondingly reduce (and shall not in the aggregate exceed) the Credit Amount stated above.

Each draft must specify its dollar amount and state on its face that it is "DRAWN UNDER BANK OF PENSACOLA IRREVOCABLE LETTER OF CREDIT NO. 9999999 DATED 04/05/2001." Each draft must be accompanied by any additional documentation specified below, all duly executed and in form and content satisfactory to us.

In the case of a final drawing that extinguishes the Credit Amount or any remaining balance thereof, the draft must be accompanied by the original of this Letter of Credit. (In the case of drafts for permitted partial drawings prior to said final drawing, each such draft must be need not be accompanied by this Letter of Credit.)

The following additional documentation must be delivered to us at the Presentment Address contemporaneously with each draft presented by you:

2. EXPIRATION DATE

This Letter of Credit shall expire on the earlier of (a) our close of business on 04/05/2002, or (b) the day on which the Credit Amount is reduced to zero by drawings hereon made and honored. Upon such expiration, we shall be fully discharged of all obligations hereunder and you shall surrender this Letter of Credit to us for cancellation.

7. MISCELLANEOUS

If by mistake or inadvertence, or for any other reason, any funds in excess of the Credit Amount at the time available are paid by us and received by you, you shall promptly refund the full amount of such excess to us.

None of the provisions of the Letter of Credit shall be deemed waived by any failure on our part to require strict compliance therewith.

If and in the event that any portion or provision hereof is adjudged invalid or unenforceable by any court or governmental agency having jurisdiction in the matter, and notwithstanding any provisions hereof to the contrary, this Letter of Credit shall be deemed null and void ab initio and both of us shall be restored to our respective formerly occupied conditions as though this Letter of Credit were never issued.

Yours very truly,

BANK OF PENSACOLA

Name of Issuer

By

F. RANDALL KEALER

Title

VICE-PRESIDENT

By

Title

SAMPLE

IRREVOCABLE LETTER OF CREDIT
APPLICATION AND REIMBURSEMENT
AGREEMENT

Letter of Credit No. 9999999

LENDER: BANK OF PENSACOLA
Lender's Address: 400 WEST GARDEN STREET PENSACOLA, FL 32501

CUSTOMER: GARGON POINT MITIGATION BANK, LLC

BENEFICIARY: DEPARTMENT ENVIRONMENTAL PROTECTION

1. **APPLICATION.** Customer hereby requests that an irrevocable Letter of Credit, substantially in the form hereto attached (the "Letter of Credit") be issued by Lender for the account of Customer and in favor of the Beneficiary for an amount or amounts not exceeding U.S. \$ 50,000.00 in the aggregate.

2. **DRAWINGS BY BENEFICIARY.** Upon issuance of the Letter of Credit, Lender shall be and hereby is expressly authorized to accept, honor and make payment on any draft or other document which on its face appears to be in order and is signed and presented by the Beneficiary or any person purporting to act in its behalf pursuant to authority apparently conferred by the Beneficiary. Customer acknowledges and agrees that Lender is not a party to the underlying contract or transaction between Customer and Beneficiary in connection with which the Letter of Credit is issued; that Lender's obligations to the Beneficiary under the Letter of Credit are separate and independent of said underlying contract; that Lender shall have no duty to monitor or ascertain Beneficiary's compliance therewith before honoring a draft on the Letter of Credit, and that such draft may be honored by Lender without regard to whether or not such compliance is in dispute between Customer and Beneficiary.

3. **REIMBURSEMENT.** er shall promptly reimburse Lender, on demand, the full amount paid and advanced by Lender upon the Letter of Credit and each draft presented and accepted thereunder. This reimbursement obligation of Customer shall be absolute, unconditional and irrevocable. Each such amount paid by Lender shall bear interest from and after its date of payment, on the basis of a 360-day year and the actual number of days elapsed before reimbursement at a fixed rate of 9.5 % per annum at the rate or rates specified in any promissory note or agreement executed in connection herewith with respect to such reimbursements at a floating rate amounting to N/A % N/A the Index Rate, any change in such floating rate to take effect at the opening of business on the effective date of the change in the Index Rate. The Index Rate is defined as:

LENDER'S PRIME, WHICH IS THE BASE RATE USED BY LENDER TO SET INTEREST RATES AT WHICH LOANS ARE MADE TO VARIOUS CUSTOMERS. LOAN MY BE MADE AT, ABOVE OR BELOW SAID PRIME RATE.

4. Customer shall pay to Lender (a) a fee of \$ 175.00 upon issuance of the Letter of Credit; (b) a fee amounting to N/A % of the amount then available to be drawn under the Letter of Credit on the first and each successive anniversary date thereof (and on a daily pro rata basis if the remaining term of the Letter of Credit is less than one year); and (c) a transaction fee of \$ _____ for the processing of each draft or demand for payment made under the Letter of Credit. All such fees shall be deemed fully earned upon payment and shall not be refundable in any event. Any such fees not paid when due shall bear interest as provided in Paragraph 3 above.

5. **SECURITY.** To secure Customer's payment and performance of its obligations hereunder, Lender shall have and is hereby granted a continuing security interest in all right, title and interest of Customer in and to Collateral consisting of (a) all balances, credits, deposits, accounts, items and monies now and hereafter in Lender's actual or constructive possession, custody or control (excepting accounts such as IRA and Keough that may be subject to tax penalties if assigned); (b) all goods and documents that come into the actual or constructive

(b) Without prior notice to or consent of customer, Lender shall be entitled to assign all or any of its rights and remedies hereunder; and participations in the obligation of Lender and/or the credit extension represented by the Letter of Credit may be sold by Lender to other financial institutions ("Participants"). In the event of such participations, the rights and remedies of Lender hereunder shall inure also to the benefit of the Participants to the extent of their respective participating interests.

9. **AMENDMENT LIMITED.** Any amendment or modifications of this Agreement must be in writing duly signed by Lender, and no course of dealing between Lender and Customer shall be effective to change, modify or discharge any obligation of Customer hereunder.

10. **EXPENSES.** Customer shall reimburse Lender for any and all costs, attorneys' fees, and other expenses of every nature that Lender may incur or pay in connection with this Agreement or the Letter of Credit, including without limitation those arising from the enforcement of this Agreement, and from any imposition of reserve, capital, special deposit, insurance or similar requirements with respect to the Letter of Credit or the acceptance or rejection of any drafts drawn thereon. On demand, the amount of each such expense reimbursement shall be promptly paid to Lender, with interest thereon (at the rate or rates indicated in Paragraph 3 above) from the date such expense was initially paid by Lender.

11. **APPLICABLE LAW; JURISDICTION.** The *Uniform Customs and Practice for Documentary Credits*, 1993 Revision, ICC Publication No 500, published by the International Chamber of Commerce (the "Uniform Customs") is incorporated herein by this reference, and shall apply to this Agreement. The Agreement shall be governed by and construed in accordance with the laws of the State indicated in Lender's address, except and to the extent such laws are inconsistent with the Uniform Customs. Lender and Customer consent to the jurisdiction and venue of any court of competent jurisdiction in the judicial circuit or district of Lender's address location for the purposes of any legal proceeding under this Agreement.

12. **RESPONSIBILITIES AND LIABILITIES.** Neither Lender nor any of its Participants or correspondents shall be responsible for, and Customer's obligation to reimburse Lender shall not be affected by, any change of circumstances or conditions or the action of any person involved with the Letter of Credit or this Agreement, including without limitation: (a) the validity, accuracy, sufficiency or genuineness of drafts, documents, certificates, statements or endorsements thereon, even if such prove, in fact, to be in any respect invalid, insufficient, fraudulent or forged, (b) any breach of any agreement between Customer and the Beneficiary or any other party, even if Lender has received notice of same, (c) any failure of any draft to bear reference or adequate reference to the Letter of Credit, (d) any act or omission by Lender in connection with the Letter of Credit or related drafts and documents if done in good faith, (e) any omission, interruptions, errors, misdeliveries or delays in the transmissions or delivery of any document, message or communication by mail, cable, telegram or other media in connection with the Letter of Credit, (f) any act, error, default, omission or failure in business on the part of the Beneficiary, or any other act or omission beyond Lender's control, (g) any acceptance or payment of overdrafts or irregular drafts or extensions of time limits or other changes or variations in the Letter of Credit if assented to, orally or in writing, by Customer (Customer shall be conclusively deemed to have waived any right to object to such variation unless within three days after Customer's receipt of notice of such variation, Customer files written notice of such objection with Lender), (h) either party's delay in giving or failure to give notice of any default under any agreement involving Lender, (i) failure by Lender to perfect any interest in or to exercise any right with respect to the Collateral or any other collateral, endorsement, or guaranty it may have for payment of Customer's obligations, and (j) any amendments to which Customer has assented.

13. **LIMITED LENDER LIABILITY.** Lender shall not be responsible for, and its right to reimbursement, indemnification, and other payments hereunder shall not be impaired by, any act or omission for which an issuer of a Letter of Credit is relieved of responsibility under the Uniform Customs or by applicable law. Customer acknowledges that it has reviewed and agreed to the proposed language of the Letter of Credit and that Lender shall not be responsible for the inclusion or absence of any terms or conditions in that document. In no event shall Lender be liable for any special, indirect, or consequential damages of any nature.

14. **INDEMNITY.** Customer agrees to indemnify and save harmless Lender (and Lender's directors, officers, employees, attorneys, and agents) from each and every claim and demand of every nature (and the reasonable costs and legal fees relating thereto) which may arise or be asserted under or in connection with this Agreement or the Letter of Credit, including, without limitation, actions, commenced by the Beneficiary alleging wrongful dishonor and actions commenced by Customer to enjoin honor or attach the proceeds of honor.

SAMPLE

Issuer	
Name	BANK OF PENSACOLA
Address	400 WEST GARDEN STREET PENSACOLA, FL 32501

Beneficiary	Customer		
Name	DEPARTMENT ENVIRONMENTAL PROTECTION	Name	GARCON POINT MITIGATION BANK LLC
Address	2600 BLAIRSTONE ROAD TALLAHASSEE, FLORIDA 32399	Address	

Date 04/05/2001

IRREVOCABLE LETTER OF CREDIT NO. 9999999

To the above named Beneficiary:

For the account of our Customer identified above, we (the Issuer) hereby issue and establish this Irrevocable Letter of Credit in your favor for an amount or amounts not exceeding U.S. \$ 125,000.00 in the aggregate (the "Credit Amount"). These funds shall be available to you upon your presentation of drafts drawn on us at sight, accompanied by any written certificates or documents indicated below.

Presentation of such drafts shall be made during regular business hours, on or prior to the Expiration Date hereof, at our office located at the Issuer address above indicated or at such other address as we may specify in written notice to you (the "Presentment Address"). Drafts drawn and presented hereunder and in compliance with the terms and conditions hereof will be duly honored by us with our own funds.

1. DRAWINGS

Partial drawings of funds hereunder are permitted not permitted. If permitted, partial drawings made and honored shall correspondingly reduce (and shall not in the aggregate exceed) the Credit Amount stated above.

Each draft must specify its dollar amount and state on its face that it is "DRAWN UNDER BANK OF PENSACOLA IRREVOCABLE LETTER OF CREDIT NO. 9999999 DATED 04/05/2001 ." Each draft must be accompanied by any additional documentation specified below, all duly executed and in form and content satisfactory to us.

In the case of a final drawing that extinguishes the Credit Amount or any remaining balance thereof, the draft must be accompanied by the original of this Letter of Credit. (In the case of drafts for permitted partial drawings prior to said final drawing, each such draft must be need not be accompanied by this Letter of Credit.)

The following additional documentation must be delivered to us at the Presentment Address contemporaneously with each draft presented by you:

2. EXPIRATION DATE

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7. MISCELLANEOUS

If by mistake or inadvertence, or for any other reason, any funds in excess of the Credit Amount at the time available are paid by us and received by you, you shall promptly refund the full amount of such excess to us.

None of the provisions of the Letter of Credit shall be deemed waived by any failure on our part to require strict compliance therewith.

If and in the event that any portion or provision hereof is adjudged invalid or unenforceable by any court or governmental agency having jurisdiction in the matter, and notwithstanding any provisions hereof to the contrary, this Letter of Credit shall be deemed null and void ab initio and both of us shall be restored to our respective formerly occupied conditions as though this Letter of Credit were never issued.

Yours very truly,

BANK OF PENSACOLA

Name of Issuer

By

F. RANDALL KEALER

Title

VICE-PRESIDENT

By

Title

SAMPLE
IRREVOCABLE LETTER OF CREDIT
APPLICATION AND REIMBURSEMENT
AGREEMENT

Letter of Credit No. 9999999

LENDER: BANK OF PENSACOLA
400 WEST GARDEN STREET PENSACOLA, FL 32501
Lender's Address:

CUSTOMER: GARGON POINT MITIGATION BANK LLC

BENEFICIARY: DEPARTMENT ENVIRONMENTAL PROTECTION

1. **APPLICATION.** Customer hereby requests that an irrevocable Letter of Credit, substantially in the form hereto attached (the "Letter of Credit") be issued by Lender for the account of Customer and in favor of the Beneficiary for an amount or amounts not exceeding U.S. \$ 125,000.00 in the aggregate.

2. **DRAWINGS BY BENEFICIARY.** Upon issuance of the Letter of Credit, Lender shall be and hereby is expressly authorized to accept, honor and make payment on any draft or other document which on its face appears to be in order and is signed and presented by the Beneficiary or any person purporting to act in its behalf pursuant to authority apparently conferred by the Beneficiary. Customer acknowledges and agrees that Lender is not a party to the underlying contract or transaction between Customer and Beneficiary in connection with which the Letter of Credit is issued; that Lender's obligations to the Beneficiary under the Letter of Credit are separate and independent of said underlying contract; that Lender shall have no duty to monitor or ascertain Beneficiary's compliance therewith before honoring a draft on the Letter of Credit, and that such draft may be honored by Lender without regard to whether or not such compliance is in dispute between Customer and Beneficiary.

3. **REIMBURSEMENT.** er shall promptly reimburse Lender, on demand, the full amount paid and advanced by Lender upon the Letter of Credit and each draft presented and accepted thereunder. This reimbursement obligation of Customer shall be absolute, unconditional and irrevocable. Each such amount paid by Lender shall bear interest from and after its date of payment, on the basis of a 360-day year and the actual number of days elapsed before reimbursement at a fixed rate of 9.5 % per annum at the rate or rates specified in any promissory note or agreement executed in connection herewith with respect to such reimbursements at a floating rate amounting to N/A % N/A the Index Rate, any change in such floating rate to take effect at the opening of business on the effective date of the change in the Index Rate. The Index Rate is defined as:

LENDER'S PRIME, WHICH IS THE BASE RATE USED BY LENDER TO SET INTEREST RATES AT WHICH LOANS ARE MADE TO VARIOUS CUSTOMERS. LOAN MY BE MADE AT, ABOVE OR BELOW SAID PRIME RATE.

4. Customer shall pay to Lender (a) a fee of \$ 175.00 upon issuance of the Letter of Credit; (b) a fee amounting to N/A % of the amount then available to be drawn under the Letter of Credit on the first and each successive anniversary date thereof (and on a daily pro rata basis if the remaining term of the Letter of Credit is less than one year); and (c) a transaction fee of \$ _____ for the processing of each draft or demand for payment made under the Letter of Credit. All such fees shall be deemed fully earned upon payment and shall not be refundable in any event. Any such fees not paid when due shall bear interest as provided in Paragraph 3 above.

5. **SECURITY.** To secure Customer's payment and performance of its obligations hereunder, Lender shall have and is hereby granted a continuing security interest in all right, title and interest of Customer in and to Collateral consisting of (a) all balances, credits, deposits, accounts, items and monies now and hereafter in Lender's actual or constructive possession, custody or control (excepting accounts such as IRA and Keough that may be subject to tax penalties if assigned); (b) all goods and documents that come into the actual or constructive

(b) Without prior notice to or consent of customer, Lender shall be entitled to assign all or any of its rights and remedies hereunder; and participations in the obligation of Lender and/or the credit extension represented by the Letter of Credit may be sold by Lender to other financial institutions ("Participants"). In the event of such participations, the rights and remedies of Lender hereunder shall inure also to the benefit of the Participants to the extent of their respective participating interests.

9. **AMENDMENT LIMITED.** Any amendment or modifications of this Agreement must be in writing duly signed by Lender, and no course of dealing between Lender and Customer shall be effective to change, modify or discharge any obligation of Customer hereunder.

10. **EXPENSES.** Customer shall reimburse Lender for any and all costs, attorneys' fees, and other expenses of every nature that Lender may incur or pay in connection with this Agreement or the Letter of Credit, including without limitation those arising from the enforcement of this Agreement, and from any imposition of reserve, capital, special deposit, insurance or similar requirements with respect to the Letter of Credit or the acceptance or rejection of any drafts drawn thereon. On demand, the amount of each such expense reimbursement shall be promptly paid to Lender, with interest thereon (at the rate or rates indicated in Paragraph 3 above) from the date such expense was initially paid by Lender.

11. **APPLICABLE LAW; JURISDICTION.** The *Uniform Customs and Practice for Documentary Credits*, 1993 Revision, ICC Publication No 500, published by the International Chamber of Commerce (the "Uniform Customs") is incorporated herein by this reference, and shall apply to this Agreement. The Agreement shall be governed by and construed in accordance with the laws of the State indicated in Lender's address, except and to the extent such laws are inconsistent with the Uniform Customs. Lender and Customer consent to the jurisdiction and venue of any court of competent jurisdiction in the judicial circuit or district of Lender's address location for the purposes of any legal proceeding under this Agreement.

12. **RESPONSIBILITIES AND LIABILITIES.** Neither Lender nor any of its Participants or correspondents shall be responsible for, and Customer's obligation to reimburse Lender shall not be affected by, any change of circumstances or conditions or the action of any person involved with the Letter of Credit or this Agreement, including without limitation: (a) the validity, accuracy, sufficiency or genuineness of drafts, documents, certificates, statements or endorsements thereon, even if such prove, in fact, to be in any respect invalid, insufficient, fraudulent or forged, (b) any breach of any agreement between Customer and the Beneficiary or any other party, even if Lender has received notice of same, (c) any failure of any draft to bear reference or adequate reference to the Letter of Credit, (d) any act or omission by Lender in connection with the Letter of Credit or related drafts and documents if done in good faith, (e) any omission, interruptions, errors, misdeliveries or delays in the transmissions or delivery of any document, message or communication by mail, cable, telegram or other media in connection with the Letter of Credit, (f) any act, error, default, omission or failure in business on the part of the Beneficiary, or any other act or omission beyond Lender's control, (g) any acceptance or payment of overdrafts or irregular drafts or extensions of time limits or other changes or variations in the Letter of Credit if assented to, orally or in writing, by Customer (Customer shall be conclusively deemed to have waived any right to object to such variation unless within three days after Customer's receipt of notice of such variation, Customer files written notice of such objection with Lender), (h) either party's delay in giving or failure to give notice of any default under any agreement involving Lender, (i) failure by Lender to perfect any interest in or to exercise any right with respect to the Collateral or any other collateral, endorsement, or guaranty it may have for payment of Customer's obligations, and (j) any amendments to which Customer has assented.

13. **LIMITED LENDER LIABILITY.** Lender shall not be responsible for, and its right to reimbursement, indemnification, and other payments hereunder shall not be impaired by, any act or omission for which an issuer of a Letter of Credit is relieved of responsibility under the Uniform Customs or by applicable law. Customer acknowledges that it has reviewed and agreed to the proposed language of the Letter of Credit and that Lender shall not be responsible for the inclusion or absence of any terms or conditions in that document. In no event shall Lender be liable for any special, indirect, or consequential damages of any nature.

14. **INDEMNITY.** Customer agrees to indemnify and save harmless Lender (and Lender's directors, officers, employees, attorneys, and agents) from each and every claim and demand of every nature (and the reasonable costs and legal fees relating thereto) which may arise or be asserted under or in connection with this Agreement or the Letter of Credit, including, without limitation, actions, commenced by the Beneficiary alleging wrongful dishonor and actions commenced by Customer to enjoin honor or attach the proceeds of honor.

STATE OF FLORIDA

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

THIS TRUST AGREEMENT, the "Agreement," is entered into as of _____, 2001 by and between Garcon Peninsula Mitigation Bank, L.L.C., a Florida limited liability company, (the "Grantor") and Salem Trust Company (the "Trustee").

WHEREAS Grantor is the owner of certain real property in Santa Rosa County, Florida, and has received from the Florida Department of Environmental Protection ("Department") that certain permit number 4-_____ ("mitigation bank permit") which authorizes the construction and implementation of the Garcon Peninsula Mitigation Bank;

WHEREAS, the Department, a Florida public entity created under Chapter 373, Florida Statutes, has established certain regulations applicable to the Grantor requiring that a mitigation bank permittee shall provide assurance that funds will be available when needed for management activities if Grantor fails to perpetually manage that mitigation bank pursuant to the requirements of the mitigation bank permit,

WHEREAS, the Grantor has elected to establish a "letter of credit" to provide all or part of such financial assurance for the Garcon Peninsula Mitigation Bank identified herein and is required to establish a standby trust fund able to accept payments from that instrument,

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

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

Section I. Definitions. As used in this Agreement:

(a) The term "Grantor" means the Garcon Peninsula Mitigation Bank, L.L.C. which enters into this Agreement and any successors or assigns of the Grantor.

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

(c) The term "Department" means the Florida Department of Environmental Protection, an agency of the State of Florida, 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.

Section 2. Identification of Financial Mechanism to Pay Into Fund. This Agreement pertains to the "letter of credit" identified in Attachment A hereto.

Section 3. Standby Trust. This trust shall remain dormant until funded with the proceeds from the financial mechanism listed on Attachment "A". The Trustee shall have no duties or responsibilities beyond safekeeping this Document. Upon funding this trust shall become active and be administered pursuant to the terms of this instrument.

Section 4. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the Fund), for the benefit of the Department. The 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 the provider of financial assurance pursuant to the Department's 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 the Grantor any payments necessary to discharge any liabilities of the Grantor established by the Department.

Section 5. Payment for Undertaking Perpetual Management Activities. The Trustee shall make payments from the Fund as the Secretary of the Department, or the Secretary's designee, shall direct in writing, to provide for the payment of the costs of undertaking activities to provide for the perpetual management of the mitigation bank covered by this Agreement pursuant to the requirements of the mitigation bank permit. The Trustee shall reimburse persons specified by the Department from the Fund for perpetual management expenditures in such amounts as the Department shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Department specifies in writing. 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 Garcon Peninsula Mitigation Bank, L.L.C. 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, 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 mitigation bank;
- (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 6. 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 solely of proceeds from the Letter of Credit identified in Attachment A hereto.

Section 7. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund in one or more investments and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with generally accepted investment policies, subject, however, to the provisions of this Section. 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 Department 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 the Grantor, or any other owner or operator of the mitigation bank, 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 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 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 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 Trust shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Trustee 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 the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Department shall constitute a conclusively binding assent by the Grantor, barring the 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 the 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 the Grantor is no longer in existence, the Trustee is authorized to charge against the Trust an annual fee of \$ (see attached fee schedule) . However, all Trustee compensation charged against the Trust shall be paid from trust income unless the Department authorizes payment from the trust principal in writing.

Section 14. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the 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 the Grantor cannot or does not act in the event of the resignation of the Trustee, the Department may appoint 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 the 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 the Grantor to the Trustee shall be in writing, signed by its authorized member or such other designees as the Grantor may designate by amendment to this agreement. The Trustee shall be fully protected in acting without inquiry in accordance with the 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's Director or the Director's designee, 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 the 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 the 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 the Grantor, the Trustee and the Department, or by the Trustee and the Department if the Grantor dies, is legally incapacitated, 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 the Grantor, the Trustee, and the Department, or by the Trustee and the Department, if the Grantor dies, is legally incapacitated, 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.

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 the Grantor or the Department issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the 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 the 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.

Witnesses

Grantor

Garcon Peninsula Mitigation Bank, L.L.C.

By: _____
Its sole member

Trustee

Salem Trust Company

By: _____
Its ___ President

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, 2001, by Scott M. Kaufmann, the sole member of Garcon Peninsula Mitigation Bank, L.L.C., on behalf of said company () who is personally known to me or () who produced _____ as identification.

NOTARY PUBLIC- STATE OF FLORIDA
Typed Name: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2001,
by _____, the _____ President of Salem Trust Company, on behalf of
said company () who is personally known to me or () who produced _____
as identification.

NOTARY PUBLIC- STATE OF _____
Typed Name: _____
My Commission Expires: _____

STATE OF FLORIDA

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

THIS TRUST AGREEMENT, the "Agreement," is entered into as of _____, 2001 by and between Garcon Peninsula Mitigation Bank, L.L.C., a Florida limited liability company, (the "Grantor") and Salem Trust Company (the "Trustee").

WHEREAS Grantor is the owner of certain real property in Santa Rosa County, Florida, and has received from the Florida Department of Environmental Protection ("Department") that certain permit number _____ ("mitigation bank permit") which authorizes the construction and implementation of the Garcon Peninsula Mitigation Bank;

WHEREAS, the Department, a Florida public entity created under Chapter 373, Florida Statutes, has established certain regulations applicable to the Grantor requiring that a mitigation bank permittee shall provide assurance that funds will be available when needed for construction and implementation if Grantor fails to construction of the mitigation bank pursuant to the requirements of the mitigation bank permit,

WHEREAS, the Grantor has elected to establish a "letter of credit" to provide all or part of such financial assurance for the Garcon Peninsula Mitigation Bank identified herein and is required to establish a standby trust fund able to accept payments from that instrument,

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

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

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the Garcon Peninsula Mitigation Bank, L.L.C. which enters into this Agreement and any successors or assigns of the Grantor.

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

(c) The term "Department" means the Florida Department of Environmental Protection an agency of the State of Florida 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.

Section 2. Identification of Financial Mechanism to Pay Into Fund. This Agreement pertains to the "letter of credit" identified in Attachment A hereto.

Section 3. Standby Trust. This trust shall remain dormant until funded with the proceeds from the financial mechanism listed on Attachment "A". The Trustee shall have no duties or responsibilities beyond safekeeping this Document. Upon funding this trust shall become active and be administered pursuant to the terms of this instrument.

Section 4. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the Fund), for the benefit of the Department. The 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 the provider of financial assurance pursuant to the Department's 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 the Grantor any payments necessary to discharge any liabilities of the Grantor established by the Department.

Section 5. Payment for Completing Construction and Implementation. The Trustee shall make payments from the Fund as the Secretary of the Department or the Secretary's designee shall direct in writing, to provide for the payment of the costs of completing construction and implementation of the mitigation bank covered by this Agreement pursuant to the requirements of the mitigation bank 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 the Grantor such amounts as the Department specifies in writing. 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, 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 mitigation bank;

(e) Bodily injury or property damage for which Garcon Peninsula Mitigation Bank, L.L.C. is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Section 6. 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 solely of proceeds from the Letter of Credit identified in Attachment A hereto.

Section 7. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund in one or more investments and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with generally accepted investment policies subject, however, to the provisions of this Section. 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 Department 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 the Grantor, or any other owner or operator of the mitigation bank, 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 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 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 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 Trust shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the 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 the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Department shall constitute a conclusively binding assent by the Grantor, barring the 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 the 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 the Grantor is no longer in existence, the Trustee is authorized to charge against the Trust \$ (see attached fee schedule) per year. However, all Trustee compensation charged against the Trust shall be paid from trust income unless the Department authorizes payment from the trust principal in writing.

Section 14. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the 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 the Grantor cannot or does not act in the event of the resignation of the Trustee, the Department may appoint 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 the 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 the Grantor to the Trustee shall be in writing, signed by its authorized member or such other designees as the Grantor may designate by amendment to this agreement. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Department to the Trustee shall be in writing, signed by the Secretary of the Department or the Secretary's designee, 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 the 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 the 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 the Grantor, the Trustee and the Department, or by the Trustee and the Department if the Grantor dies, is legally incapacitated, 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 the Grantor, the Trustee, and the Department, or by the Trustee and the Department, if the Grantor dies, is legally incapacitated, 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.

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 the Grantor or the Department issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the 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 the 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.

Witnesses

Grantor

Garcon Peninsula Mitigation Bank, L.L.C.

By: _____
Its sole member

Trustee

Salem Trust Company

By: _____
Its ___ President

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, 2001, by Scott M. Kaufmann, the sole member of Garcon Peninsula Mitigation Bank, L.L.C., on behalf of said company () who is personally known to me or () who produced _____ as identification.

NOTARY PUBLIC- STATE OF FLORIDA
Typed Name: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2001,
by _____, the _____ President of Salem Trust Company, on behalf of
said company () who is personally known to me or () who produced _____
as identification.

NOTARY PUBLIC- STATE OF _____
Typed Name: _____
My Commission Expires: _____

EXHIBIT 23

Cost Basis for Financial Assurances

LONG TERM MAINTENANCE
Determination of Costs

BURNS (3 year intervals)

Burn Cost Consulting (Edmisten & Assoc)	\$1,800.00
Dept of Forrestry	\$ 640.00
Equipment (Plow/Tanker)	\$1,000.00
Post Fire Supervise firebreak restoration	\$ 600.00

BURN COST	\$4,040.00

Yearly Cost (\$4,040/3years = \$1,350.00) \$1,350.00

Erradication Nuisance/Exotic Species \$ 400.00

Sign/Fence Maintenance \$ 200.00

Monitoring & Consulting (2 visits/year, 4hr/visit, \$75/hr) \$ 600.00

Report Preparation (8hrs * \$75/hr) \$ 600.00

Taxes (Token value of \$1000. per Santa Rosa County Tax Assessor)
Milliage rate \$20/\$1000 of value \$ 25.00

YEARLY COST **\$2,775.00**

Contingency (10%) \$ 277.50

SUBTOTAL **\$3,052.50**

ADD: Inflation Index (5%) (1.05 * \$3,052.50) **\$3,205.00**

DETERMINATION OF TRUST FUND REQUIRED

30 Year T-Bill Yield rate = 6.5%

$\$3,205.00 / .065 = \$49,307.69$

Amount Required to cover yearly costs with contingency & inflation

\$50,000

Contractor Events

Earthmoving:

Low Bid, attached

BMP installation & Maintenance:

Quote per Edmisten & Associates based on previous installations

Herbicide Application:

Max 200 manhours * \$8/hour = \$1,600.00

Timbering:

We will burn first, those trees uncharred will be removed, Dept of Forrestry will supply us with a list of names of those who will remove at no charge. Include amount for manhours for possible cleanup of limbs. Burn onsite - \$1,000.00

Fire

Quote Edmisten & Associates

As-built Engineering

Quote Benchmark Surveying & Engineering

Planting

Initial Encompasses cost of possible remedial action to meet success criteria. planting costs included in materials cost list. Transplant costs from donor site also in Garcon Point - Max 100 manhours * \$8/hr = \$800.00.

Security Measures

Perimeter Fencing where not already fenced 3000 feet @ \$2/ft = \$6000.00

Silt Fencing & Curtain Installation

Silt Fence 1600 feet * .20/ft = \$320.00

Slit Curtain - budget - \$180.00

Total = \$500.00

Summary cost estimates for implementation of the mitigation plan. These costs are detailed on schedules for consulting, contractor and materials, which follow.

Consulting costs	29700
Contractor costs	47055
Material costs	33175.52
TOTAL COST	109930.5

Contractor Eevents	Mandays	# events	Fee	Total	Notes
Earthmoving				32775	quote
BMP installation & maintenance				1650	quote
Herbicide application	12	1	100	1200	estimate
Timbering				1000	estimate compensation includes timber value
Fire (DOF)	4	2	160	1280	estimate
As-built engineering				2000	quote
Planting (laborers)	10	1	80	800	estimate
Security measures (fence+signs)				6000	quote
Turbidity testing				350	estimate
				47055	

Consulting events	man days	# events	Total	Fee	notes	materials
Coordination/supervision initial sitework	5	1	5	3000	initial	
Completion of earthwork-initial credit release	2.5	1	2.5	1500	initial	
Burning	3	2	6	3600	years 1 and 3	
Post-fire/supervise firebreak restoration	1	2	2	1200	years 1 and 3	
Hydrology data collection	0.2	60	12	7200	every month five years batteries + mileage	
Vegetation data collection	1.5	5	7.5	4500	annual	
Data processing	0.5	5	2.5	1500	annual	
Monitoring report	1	5	5	3000	annual	printing
Erridacation supervision	2	1	2	1200	initial	herbacide + labor
Planting supervision	5	1	5	3000	initial	plants + labor
			49.5	29700		

EXHIBIT 24

Target Plant Species

SHRUBS (prairie)	COMMON NAME	FEDERAL IND STAT	STATE IND STAT
<i>Aronia arbutifolia</i>	red chokeberry	FACW	FACW
<i>Gaylussacia dumosa</i>	dwarf huckleberry	FAC	FAC
<i>Gaylussacia mosieri</i>	wooly-berry	FACW	FACW
<i>Hypericum brachyphyllum</i>	St. John's Wort	FACW	FACW
<i>Hypericum cistifolium</i>	St. John's Wort	FACW	FACW
<i>Hypericum crux-andreae</i>	St. John's Wort		FACW
<i>Hypericum tetrapetalum</i>	St. John's Wort, four-petal	FACW	FAC
FORBES (monocots)			
<i>Aletris aurea</i>	colic-root	FACW+	FAC
<i>Aletris lutea</i>	colic-root	FACW+	FAC
<i>Burmannia capitata</i>	burmannia	OBL	OBL
<i>Calopogon pallidus</i>	grass-pinks	OBL	FACW
<i>Calopogon tuberosus</i>	grass-pinks	OBL	FACW
<i>Cleistes divaricata</i>	rosebud	FAC+	OBL
<i>Eriocaulon compressum</i>	pipewort	OBL	OBL
<i>Eriocaulon decangulare</i>	pipewort	OBL	OBL
<i>Hypoxis micrantha</i>	stargrasses, yellow	FACW	FACW
<i>Hypoxis rigida</i>	stargrasses, yellow	FACW	FACW
<i>Juncus dichotomus</i>	rush	FACW	OBL
<i>Juncus effusus</i>	rush	FACW+	OBL
<i>Juncus elliotii</i>	rush	OBL	OBL
<i>Juncus marginatus</i>	rush	FACW	FACW
<i>Lachnanthes caroliniana</i>	redroot	OBL	FAC
<i>Lachnocaulon anceps</i>	bogbutton, white-head	OBL	FACW
<i>Lophiola americana</i>	golden-crest		FACW
<i>Pogonia ophioglossoides</i>	pogonia, rose	OBL	OBL
<i>Sisyrinchium nashii</i>	blue-eye-grass		
<i>Tofieldia racemosa</i>	false-asphodel, coastal	OBL	OBL
<i>Xyris ambigua</i>	yellow-eyed grass	OBL	OBL
<i>Xyris baldwiniana</i>	yellow-eyed grass	OBL	OBL
<i>Xyris caroliniana</i>	yellow-eyed grass, Carolina	FACW+	FACW
<i>Xyris drummondii</i>	yellow-eyed grass	OBL	OBL
<i>Xyris fimbriata</i>	yellow-eyed grass	OBL	OBL
<i>Xyris stricta</i>	yellow-eyed grass	OBL	OBL
<i>Zigadenus densus</i>	crow poison	FACW+	FACW
<i>Zigadenus glaberrimus</i>	deathcamas, atlantic	FACW+	FACW
FORBES (dicots)			
<i>Agalinis aphylla</i>	false-foxglove, scale-leaf	FACW	FACW

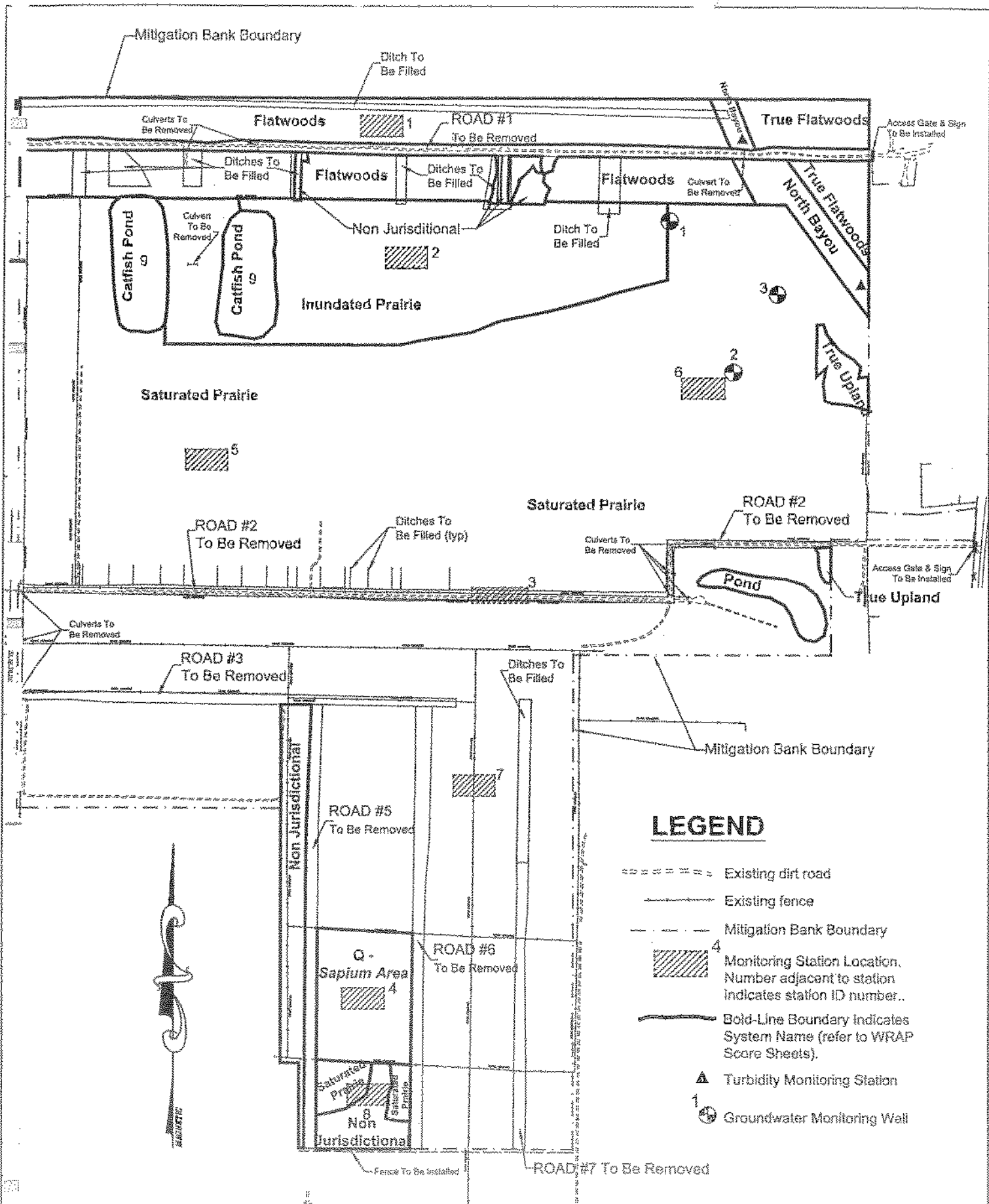
<i>Agialinis linifolia</i>	flax-leaf false-foxglove	FACW	OBL
<i>Asclepias longifolia</i>	milkweed, long-leaf	FACW+	FACW
<i>Aster adnatus</i>			
<i>Aster dumosus</i>	aster, bushy	FAC	FAC
<i>Aster subulatus</i>	aster, saltmarsh	OBL	OBL
<i>Balduina uniflora</i>	honeycomb-head, one-flower	FACW	FACW
<i>Bartonia paniculata</i>	screwstem	OBL	FACW
<i>Bigelovia nudata</i>	golden-rod, rayless	FACW	FACW
<i>Carphephorus odoratissimus</i>	vanilla plant		FAC
<i>Carphephorus pseudoliatris</i>	chaffhead, bristle-leaf	OBL	FACW
<i>Centella erecta</i>		FACW	
<i>Chaptalia tomentosa</i>	sunbonnet; pineland daisy	FACW	FACW
<i>Cirsium nuttallii</i>	thistle, Nuttall's	FAC	FACW
<i>Coreopsis linifolia</i>	tickseed, Texas	FACW	FACW
<i>Desmodium tenuifolium</i>		FACU	
<i>Drosera capillaris</i>	sundew, pink	OBL	FACW
<i>Drosera tracyi</i>	sundew, Gulf coast		OBL
<i>Erigeron vernus</i>	fleabane, early whitetop	OBL	FACW
<i>Eryngium baldwini</i>	Baldwin's coyote-thistle	FACW+	FAC
<i>Eryngium integrifolium</i>	coyote-thistle, blue-flower	FACW	FACW
<i>Eupatorium leucolepis</i>	thoroughwort, white-bract	FACW+	FACW
<i>Eupatorium mohrii</i>	thoroughworts		FACW
<i>Euphorbia inundata</i>	spurge, Florida	FACW	FACW
<i>Gratiola pilosa</i>	hedgelyssop	FACW-	FACW
<i>Helenium brevifolium</i>	sneezeweed	OBL	FACW
<i>Helianthus angustifolius</i>	sunflower, swamp	FAC+	FACW
<i>Helianthus heterophyllus</i>	sunflower, wetland	OBL	FACW
<i>Liatris spicata</i>	gayfeather, spiked	FACU	FACW
<i>Linum floridanum</i>	flax, Florida yellow	FAC	FACW
<i>Lobelia brevifolia</i>	lobelia	FAC+	FACW
<i>Ludwigia linearis</i>	ludwigia; water-primrose	OBL	OBL
<i>Ludwigia linifolia</i>	ludwigia; water-primrose	OBL	OBL
<i>Ludwigia maritima</i>	seedbox, seaside	FACW	FACW
<i>Ludwigia pilosa</i>	ludwigia; water-primrose	OBL	OBL
<i>Lycopus</i> spp.	bugleweed	OBL	OBL
<i>Lythrum</i> spp.	marsh loosestrife	NO	OBL
<i>Micranthemum umbrosum</i>	baby tears	OBL	OBL
<i>Mitreola</i> spp.	hornpod		FACW
<i>Oxypolis filiformis</i>	water drop-wort	FACW+	OBL
<i>Pinguicula lutea</i>	butterwort	FACW+	OBL
<i>Pluchea rosea</i>	camphor-weed	FACW	FACW
<i>Polygala cruciata</i>	milkwort	OBL	FACW
<i>Polygala cymosa</i>	tall milkwort	OBL	OBL
<i>Polygala lutea</i>	milkwort	FACW+	FACW

<i>Polygala ramosa</i>	milkwort	OBL	FACW
<i>Polygonum hydropiperoides</i>	smartweed	OBL	OBL
<i>Proserpinaca pectinata</i>	mermaid-weed	OBL	OBL
<i>Ptilimnium capillaceum</i>	mock bishop-weed	OBL	FACW
<i>Rhexia alifanus</i>	meadow-beauty	FACW	FACW
<i>Rhexia lutea</i>	meadow-beauty	FACW+	FACW
<i>Rhexia mariana</i>	pale meadow-beauty	FACW+	FACW
<i>Rhexia petiolata</i>	meadow-beauty	FACW+	FACW
<i>Sabatia campanulata</i>	rose-gentian	FACW	FACW
<i>Sabatia stellaris</i>	rose-of-Plymouth	OBL	FACW
<i>Sarracenia</i> spp.	pitcher-plant	OBL	OBL
<i>Solidago fistulosa</i>	golde-rod, marsh	FAC+	FACW
<i>Solidago odora</i>	golden-rod		
<i>Solidago stricta</i>	golden-rod, willow-leaf	OBL	FACW
<i>Stokesia laevis</i>	stokesia	FAC	FACW
<i>Stylosanthes biflora</i>			
<i>Utricularia subulata</i>	bladderwort	OBL	OBL
<i>Viola lanceolata</i>	violet, lance-leaf	OBL	OBL
<i>Viola primulifolia</i>	violet, primrose-leaf	FACW	FACW
<i>Viola septemloba</i>		FAC+	
FORBES (ferns)			
<i>Lycopodium alopecuroides</i>	clubmoss	OBL	FACW
<i>Lycopodium carolinianum</i>	clubmoss	OBL	FACW
<i>Lycopodium prostratum</i>	clubmoss	OBL	FACW
<i>Osmunda cinnamomea</i>	fern, cinnamon	FACW+	FACW
GRAMINOIDS			
<i>Andropogon capillipes</i>		FACU	
<i>Andropogon glomeratus</i>	bluestem, bushy	FACW+	FACW
<i>Andropogon gyrans</i>	bluestem		
<i>Andropogon liebmannii</i>	bluestem, Mohr's		FACW
<i>Andropogon perangustatus</i>	bluestem, slim	OBL	FACW
<i>Anthaenaria rufa</i>	silky-scale, purple	FACU	FACW
<i>Aristida palustris</i>	three-awn grass		
<i>Aristida purpurascens</i>	three-awn grass, wand-like		FACW
<i>Aristida stricta</i>	three-awn grass, pineland	FAC-	FACW
<i>Arundinaria gigantea</i>	giant cane	FACW	FACW
<i>Ctenium aromaticum</i>	toothache grass	FACW	FACW
<i>Dichantherium aciculare</i>		FACU	
<i>Dichantherium acuminatum</i>		FAC	
<i>Dichantherium consanguineum</i>		FAC	
<i>Dichantherium scabriusculum</i>		OBL	
<i>Dichantherium strigosum</i>			

<i>Dichromena latifolia</i>	white-top sedge, giant	FACW+	OBL
<i>Eleocharis baldwinii</i>	spikerush	FACW+	OBL
<i>Eleocharis quadrangulata</i>	spikerush	OBL	OBL
<i>Eragrostis elliottii</i>	lovegrass	FACW	FAC
<i>Eragrostis refracta</i>	lovegrass	FACW	FAC
<i>Fuirena breviseta</i>	umbrella-sedge	OBL	OBL
<i>Muhlenbergia capillaris</i>	muhly grass	FACU	OBL
<i>Panicum anceps</i>	panicum, beaked	FAC-	FAC
<i>Panicum longifolium</i>	panicum, tall thin	OBL	OBL
<i>Panicum scabriusculum</i>	wooly panicum		OBL
<i>Panicum verrucosum</i>	panicum, warty	FACW	FACW
<i>Panicum virgatum</i>	switchgrass	FAC+	FACW
<i>Paspalum floridanum</i>	paspalum, Florida	FACW-	FACW
<i>Paspalum plicatulum</i>	paspalum, brown-seed	FAC	FAC
<i>Rhynchospora baldwinii</i>	beakrush	OBL	FACW
<i>Rhynchospora cephalantha</i>	beakrush, clustered	OBL	OBL
<i>Rhynchospora chapmanii</i>	beakrush, Chapman's	OBL	OBL
<i>Rhynchospora ciliaris</i>	beakrush	OBL	FACW
<i>Rhynchospora compressa</i>	beakrush	OBL	FACW
<i>Rhynchospora gracilentia</i>	beakrush	OBL	FACW
<i>Rhynchospora microcephala</i>	beakrush	OBL	FACW
<i>Rhynchospora oligantha</i>	beakrush, few-flower	OBL	OBL
<i>Rhynchospora plumosa</i>	beakrush	FACW	FACW
<i>Rhynchospora rariflora</i>	beakrush	OBL	FACW
<i>Rhynchospora stenophylla</i>	beakrush, Chapman's	FACW	OBL
<i>Schizachyrium scoparium</i>	bluestem	FACU	FAC
<i>Schizachyrium tenerum</i>	bluestem		FAC
<i>Scleria baldwinii</i>	nutrush	FACW+	FACW
<i>Scleria ciliata</i> var. <i>elliottii</i>	nutrush	FAC	FACW
<i>Scleria pauciflora</i>	nutrush	FAC+	FACW
<i>Scleria reticularis</i>	nutrush	OBL	FACW
<i>Sporobolus virginicus</i>	seashore dropseed	FACW+	OBL

EXHIBIT 25

Monitoring Station Locations



LEGEND

- Existing dirt road
- Existing fence
- - - Mitigation Bank Boundary
- ▨ 4 Monitoring Station Location. Number adjacent to station indicates station ID number..
- Bold-Line Boundary Indicates System Name (refer to WRAP Score Sheets).
- ▲ Turbidity Monitoring Station
- ⊕ Groundwater Monitoring Well



FIGURE 1
Monitoring Stations

EXHIBIT 27
Credit Ledger

The table structure on the left side of the page consists of a vertical dotted line on the left edge. To the right of this line, there are several horizontal bars of varying lengths and patterns, stacked vertically. From top to bottom, the bars are: a small solid black bar, a medium-length solid black bar, a medium-length bar with a horizontal line pattern, a medium-length bar with a horizontal line pattern, a medium-length bar with a horizontal line pattern, a medium-length bar with a horizontal line pattern, a medium-length bar with a horizontal line pattern, a medium-length bar with a horizontal line pattern, a medium-length bar with a horizontal line pattern, and a medium-length bar with a horizontal line pattern.

Corps Credit Ledger

Freshwater
Herbaceous
Wetlands: Total
Credits
Assigned =
168.13

<u>Release Mod./</u>	<u>Impact</u>
<u>Impact Permit</u>	<u>Issue</u>

Freshwater
Bay/Cypress
Wetlands: Total
Credits
Assigned =
4.26

<u>Release Mod./</u>	<u>Impact</u>
<u>Impact Permit</u>	<u>Issue</u>

EXHIBIT 27

Credit Ledger

Corps Credit Ledger

Garcon Peninsula Mitigation Bank

MBI Number 200003792

June 2001

Freshwater
Herbaceous
Wetlands: Total
Credits
Assigned =
168.13

<u>Release Mod./ Impact Permit</u>	<u>Impact Permit Issue Date</u>	<u>Issuing Agency</u>	<u>Ledger Modification</u>	<u># Credits Added or (Withdrawn)</u>	<u>Available Balance</u>
--	-------------------------------------	---------------------------	--------------------------------	---	------------------------------

Freshwater
Bay/Cypress
Wetlands: Total
Credits
Assigned =
4.26

<u>Release Mod./ Impact Permit</u>	<u>Impact Permit Issue Date</u>	<u>Issuing Agency</u>	<u>Ledger Modification</u>	<u># Credits Added or (Withdrawn)</u>	<u>Available Balance</u>
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FDEP Credit Ledger

Garcon Peninsula Mitigation Bank

Permit Number 170880-001

June 2001

Freshwater
Herbaceous
Wetlands: Total
Credits
Assigned =
168.13

<u>Release Mod./</u> <u>Impact Permit</u>	<u>Impact Permit</u> <u>Issue Date</u>	<u>Issuing</u> <u>Agency</u>	<u>Ledger</u> <u>Modification</u>	<u># Credits Added</u> <u>or (Withdrawn)</u>	<u>Available</u> <u>Balance</u>
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Freshwater
Bay/Cypress
Wetlands: Total
Credits
Assigned =
4.26

<u>Release Mod./</u> <u>Impact Permit</u>	<u>Impact Permit</u> <u>Issue Date</u>	<u>Issuing</u> <u>Agency</u>	<u>Ledger</u> <u>Modification</u>	<u># Credits Added</u> <u>or (Withdrawn)</u>	<u>Available</u> <u>Balance</u>
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EXHIBIT 28

Security Plan

Security Plan

The Garcon Peninsula Mitigation Bank is located in a rural portion of Santa Rosa County. As such, the site has limited exposure to the general population. Further, the site is surrounded by private property with access restricted to two distinct, narrow (<100') corridors (**Figure 1**).

A barbed wire fence will be maintained around the entire perimeter of the site. The fence will, at a minimum, be constructed of three strands of wire suspended between posts on 20' centers. A more substantial structure may be installed in the future if security is identified as a management concern. Locked gates will be placed at each entrance point. These gated entrances will be utilized as access points for maintenance activities. An 18"x24" sign (**Figure 2**) will also be located at each entry point to identify the site. Adequacy (of security) and maintenance needs will be evaluated during periodic security inspections.

Security inspections will be conducted at least four times per year during project implementation. Frequency of inspections will be modified, as appropriate, after the implementation phase. The inspections will include visual evaluation of the entire perimeter of the site and inspection of fence, gates, and signs. Routine repair and replacement of fencing, gates, locks, signs, etc. will be conducted as need. In the event a breach is noted, an assessment of cause and possible prevention will be conducted. In the event major repairs are needed, a plan will be submitted to Agencies for approval prior to implementation.

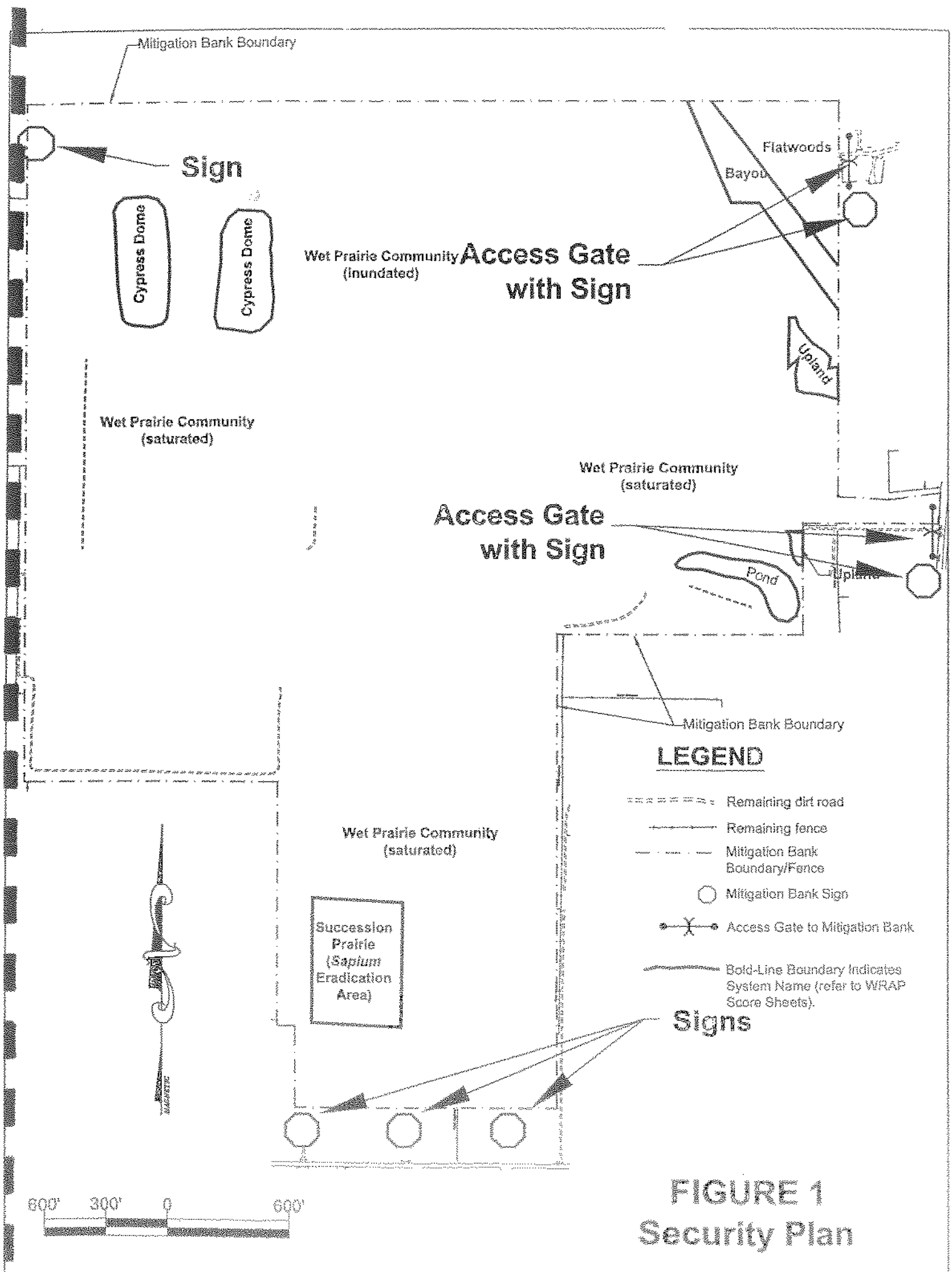


FIGURE 1
Security Plan

Figure 2

