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## DEED OF CONSERVATION EASEMENT PASSIVE RECREATIONAL USES

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Return original or certified recorded document to:  
South Florida Water Management District  
Environmental Resource Bureau  
Okeechobee Service Center  
316 Northwest 5<sup>th</sup> Street  
Okeechobee, FL 34972  
ATTN: Jillian Kennedy, Environmental Analyst II

Project Name: SFWMD Conservation Easement JB West Kayak  
Project No.: RPM #3944  
Property Address: 4191 NE Ocean Blvd, Jensen Beach, FL 34957  
PCN: 13-37-41-000-000-00140-0

**THIS DEED OF CONSERVATION EASEMENT** is given this \_\_\_\_ day of \_\_\_\_\_, 2025, by **MARTIN COUNTY**, a political subdivision of the State of Florida, ("Grantor") whose mailing address is 2401 SE Monterey Road, Stuart, Florida 34996, to **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a regional governmental agency of the State of Florida, ("Grantee") whose mailing address is 3301 Gun Club Road, West Palm Beach, FL 33406. As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### WITNESSETH

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Martin County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Permit No. 43-111081-P ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and



**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

**NOW, THEREFORE**, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" 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. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

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. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
  - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
  - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
  - iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
  - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;
- d. 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, restored, enhanced, or created 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, clearing, and fencing;
- g. Acts or uses detrimental to such aforementioned retention of land or water areas;  
and
- h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. 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 hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. 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 or entity qualified to hold such interests under the applicable state laws.

10. 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.

11. Terms and Restrictions. 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 Conservation Easement.

12. Written Notice. 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.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Martin County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Martin County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. Passive Recreational Facilities. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit (including any modification thereto) or Management Plan, and that are not inconsistent with any rule of the Grantee, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be constructed with the following limitations:

a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, South Florida Water Management District, and local permitting requirements.

**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 Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

(THIS SPACE IS INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

---

CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

---

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

---

SARAH W. WOODS, COUNTY ATTORNEY

**EXHIBIT A**

[LOCATION MAP]



**MARTIN COUNTY  
PUBLIC WORKS DEPARTMENT  
REAL PROPERTY #3944**

**Location Map  
Jensen Beach West Kayak Launch  
SFWMD Conservation Easement**



NOT TO SCALE  
2023 Aerial

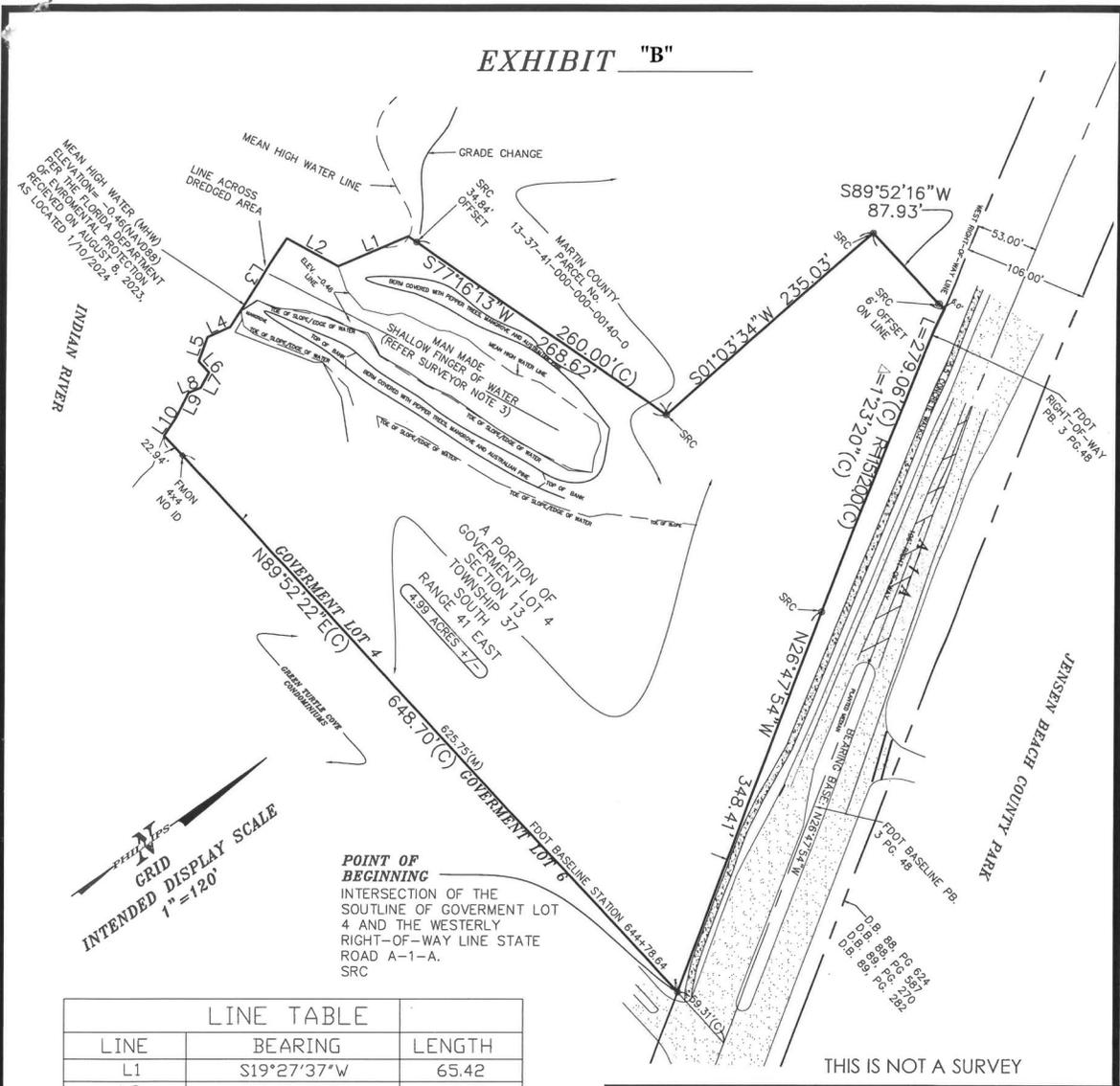
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**EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT "B"



LINE	BEARING	LENGTH
L1	S19°27'37"W	65.42
L2	S70°34'45"E	50.71
L3	S23°23'01"E	89.61
L4	S18°16'24"W	21.13
L5	S28°50'19"E	22.01
L6	S89°08'25"E	12.70
L7	S20°16'06"E	14.62
L8	S19°49'25"W	11.35
L9	S21°31'29"E	23.10
L10	S15°09'47"E	18.95

**JENSEN BEACH  
KAYAK LAUNCH  
CONSERVATION EASEMENT**

Rev: 5/26-24 TP revise skcriviners error in description

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**TEPHILLIPS, LLC.**  
 PROVIDING SURVEYING AND MAPPING SERVICES  
 102 SW Parish Terrace  
 Port St. Lucie, Florida  
 T.(772)359-7023 ted\_phillips@comcast.net  
 State of Florida License No. LS5932, LB8079

Scale: 1"=120'	REVISIONS:		
Sheet 1 OF 2	Field Book: N/A	Page: N/A	Field: N/A
Computed: TP	Date: 3-18-2024	FILE NO. JENSEN BCH KAYAK	Project No. 15-002
Checked: TP			

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DESCRIPTION (AS PREPARED BY THE SURVEYOR)

BEING A PARCEL OF LAND LYING WITHIN GOVERNMENT LOT 4, SECTION 13, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;  
 BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF LOT 4, SECTION 13, TOWNSHIP 37 SOUTH, RANGE 41 EAST, AND THE WESTERLY RIGHT-OF WAY-LINE OF STATE ROAD A-1-A, AS NOW LAID OUT AND IN USE;  
 THENCE NORTH 26°47'54" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 348.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 11512.20 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°23'20", A DISTANCE OF 279.06 FEET;  
 THENCE SOUTH 89°52'16" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 87.93;  
 THENCE SOUTH 01°03'34" WEST, A DISTANCE OF 235.03 FEET;  
 THENCE SOUTH 77°16'13" WEST, A DISTANCE OF 268.62 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE INDIAN RIVER;  
 THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE A THE FOLLOWING 10 COURSES;  
 THENCE SOUTH 19°27'37" WEST, A DISTANCE OF 65.42 FEET;  
 THENCE SOUTH 70°34'45" WEST, A DISTANCE OF 50.71 FEET;  
 THENCE SOUTH 15°22'05" EAST, A DISTANCE OF 89.61 FEET;  
 THENCE SOUTH 18°16'24" WEST, A DISTANCE OF 21.13 FEET;  
 THENCE SOUTH 28°50'19" EAST, A DISTANCE OF 22.01 FEET;  
 THENCE SOUTH 89°08'25" EAST, A DISTANCE OF 12.70 FEET;  
 THENCE SOUTH 20°16'06" EAST, A DISTANCE OF 14.62 FEET;  
 THENCE SOUTH 19°49'25" WEST, A DISTANCE OF 11.35 FEET;  
 THENCE SOUTH 21°31'29" EAST, A DISTANCE OF 23.10 FEET;  
 THENCE SOUTH 15°09'47" EAST, A DISTANCE OF 18.95 FEET;  
 THENCE NORTH 89°52'22" EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 648.70 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND THE POINT OF BEGINNING.

CONTAINING 217,160 SQ.FT./4.99 ACRES, MORE OF LESS.

SURVEYOR NOTES

- 1) THIS SKETCH AND DESCRIPTION CONSISTS OF SHEETS 1 AND 2, INCLUSIVE, AND IS NOT VALID IF NOT PROVIDED IN ITS ENTIRETY.
- 2) THE CENTERLINE OF STATE ROAD A-1-A, IS TAKEN TO BEAR NORTH 26°47'54" WEST, AND ALL OTHER BEARING SHOWN HEREON ARE RELATIVE THERETO.
- 3) THE FINGER OF WATER (LABELED MAN MADE) WAS DREDGED BY MAN, AND WAS NEITHER CREATED BY EROSION OR ACCRETION. AS SUCH IT BECOMES AN ARTIFICIAL SHORELINE, AND IS NOT INCLUDED AS PART OF THE BOUNDARY LIMITS, BUT LIES WITHIN THE BOUNDARY.

SURVEYOR AND MAPPER'S SIGNATURE  
 1. I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND MEETS THE STANDARD OF PRACTICE AS SET FORTH IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE.  
 2. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR HAS BEEN DIGITALLY SIGNED, THIS MAP REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

*Ted E. Phillips*  
 TED E. PHILLIPS, PROFESSIONAL SURVEYOR & MAPPER STATE OF FLORIDA NO.5932

THIS IS NOT A SURVEY  
**JENSEN BEACH  
 KAYAK LAUNCH  
 CONSERVATION EASEMENT**

<b>TEPHILLIPS, LLC.</b> PROVIDING SURVEYING AND MAPPING SERVICES 102 SW Parish Terrace Port St. Lucie, Florida T.(772)359-7023 ted_phillips@comcast.net State of Florida License No. LS5932, LB8079 © 2024 TEPHILLIPS, LLC	Scale: 1"=120'	REVISIONS:		
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	Computed: TP	Date 2-06-2024	FILE NO. JENSEN BCH KAYAK	Project No. 15-002
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**EXHIBIT C**

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

**JENSEN BEACH WEST KAYAK LAUNCH DOCK  
PRESERVE AREA MONITORING  
AND MAINTENANCE PLAN**

**Parcel No. 13-37-41-000-000-00140-0  
4191 NE OCEAN BLVD  
Jensen Beach, Martin County, Florida**

*Prepared for:*

**Martin County Public Works  
Environmental Resource Division  
2401 SE Monterey Road  
Stuart, Florida 34996**

**Prepared by:**



**Ecological Associates, Inc.  
P.O. Box 405  
Jensen Beach, Florida 34958  
(772) 334-3729  
ERP@ecological-associates.com**

**March 2024**

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**APPENDIX A**

SITE LOCATION MAP .....FIGURE 1  
MONITORING MAP .....FIGURE 2

## 1.0 INTRODUCTION

Ecological Associates, Inc. (EAI) prepared a five-year monitoring and perpetual maintenance plan for an approximately 5-acre proposed conservation easement (Site) located at 4191 NE Ocean Blvd in Jensen Beach, Martin County, Florida (Parcel No. 13-37-41-000-000-00140-0). Please refer to the Site Location Map (Figure 1) in **Appendix A**. The conservation easement will be dedicated to the South Florida Water Management District (SFWMD) as part of Martin County's proposed boardwalk and kayak launch construction project with public access. The five-year monitoring and perpetual maintenance plan (Plan) was requested by the SFWMD as part of the Environmental Resource Program (ERP) permit process in accordance with the ERP Applicant's Handbook. The Plan provides details on proposed baseline and annual monitoring efforts including flora and fauna observations, proposed maintenance efforts and frequency, definition of success criteria, and reporting schedule.

The Site consists of undeveloped mangrove wetlands, open surface waters, and pockets of disturbed uplands. On **February 7, 2024**, EAI conducted a preliminary assessment of the various on-site habitats and areas of previous disturbance and identified proposed vegetation transects and photo stations.

## 2.0 MONITORING METHODOLOGY

Monitoring events will be conducted on an annual basis, with one baseline (time-zero) report and five annual monitoring reports submitted to the SFWMD. During each monitoring event, qualified biologists will record vegetative data at six survey locations spaced approximately 100 ft apart along an approximate 500 ft. east to west transect line north of the proposed boardwalk. Please refer to the Monitoring Map (Figure 2) in **Appendix A**. This transect was selected to capture the variety of upland and wetland habitats found within the Site while allowing for access with minimal disturbance to the existing vegetation. At each survey point, observations will be collected within a 10 ft radius documenting the percent aerial coverage of desirable native and exotic/invasive plant species and observations of wildlife usage including aquatic macrofauna. In addition, photographs will be collected at each survey location in the four cardinal directions. Please note that minor adjustments to exact survey locations may be made during the baseline monitoring event based on post-construction field conditions. In addition to the vegetative transect, observations of desirable and exotic/invasive plant species presence and vegetative coverage will be documented along the proposed boardwalk (including five photo stations) and throughout other accessible portions of the conservation easement in order to evaluate the overall trend of maintenance and provide corrective measures as needed in order to meet success criteria at the end of the five-year period.

Hydrological data including water depth will be collected remotely on a weekly basis using a transducer sensor proposed within the open surface water immediately north of the boardwalk. Please refer to the Monitoring Map (Figure 2) in **Appendix A** for the approximate location of this device. In addition, visual water level observations will be made weekly.

In order to evaluate the effectiveness of the proposed maintenance, success criteria at the end of the five-year period are defined as follows:

- Recruitment of desirable native plant species within the impacted area reaching a minimum of 80% aerial coverage.
- Exotic and invasive plant species not exceeding 5% aerial coverage throughout the conservation easement.

Upon completion of the five-year monitoring period and meeting the above success criteria, the County will be released by the SFWMD from further monitoring and reporting requirements.

### **3.0 MAINTENANCE**

As part of the boardwalk construction, removal of exotic plant species and minor replanting of native species will be performed as needed. Vegetative maintenance within the conservation easement will be performed in perpetuity by Martin County and/or its approved contractors. During the first five years upon completion of construction, maintenance will occur biannually. Maintenance will consist of removing Category I and II plant species included on the most recent Florida Invasive Species Council List of Invasive Plant Species, through a variety of appropriate techniques including but not limited to herbicide treatment under the supervision of a Florida Department of Agriculture licensed applicators, tree girdling, and/or manual hand removal. Vegetative debris will be left in-situ to decompose. Upon meeting the success criteria after the five-year period, maintenance will be performed in perpetuity as needed.

### **4.0 REPORTING SCHEDULE**

The baseline (time-zero) monitoring report will be provided in electronic format to the SFWMD within 30 days upon completion of the boardwalk construction. Subsequent monitoring reports will be provided annually for a period of five years, with the baseline report including an overview of dates for annual report submittals. Each monitoring report will include observations of vegetation and wildlife, hydrological data, a photographic documentation log, and an evaluation of the general trend of maintenance efforts as supported by the data.

**APPENDIX A**

