

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,  
DIVISION OF RECREATION AND PARKS  
AND  
MARTIN COUNTY, FLORIDA  
CYPRESS CREEK RESTORATION  
AT  
JONATHAN DICKINSON STATE PARK

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the State of Florida Department of Environmental Protection, Division of Recreation and Parks, hereinafter referred to “DRP” and Martin County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County”.

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“Board of Trustees”) **Lease No. 3628** grants management authority to DRP for Jonathan Dickinson State Park (“Park”); and

WHEREAS, the County is proposing the Cypress Creek Restoration Project (the “Project”) to restore a portion of the historic Cypress Creek floodplain impacted by channelization, sedimentation, and other made-made influences; and

WHEREAS, DRP is willing to allow the County to conduct the Project in the Park as depicted and described in **Exhibit “A”**, attached hereto and made part hereof; and

WHEREAS, DRP is willing to assist County in obtaining certain easements from the Board of Trustees over land within the Park for purposes of constructing the Project and maintaining the weir structure as provided herein; and

WHEREAS, DRP and the County (collectively, the “Parties”) desire to foster a cooperative relationship by working together to ensure the success of the Project as first described in the Park’s unit management plan dated June 15, 2012, and to set forth and define the development and maintenance responsibilities for the Project pursuant to this MOU.

NOW THEREFORE, in consideration of the faithful and timely performance of and compliance with all the responsibilities and conditions stated herein, and in consideration of the mutual benefits flowing from each to the other, the Parties enter into this MOU to authorize the County, its officers, employees, agents, authorized representatives, and contractors to enter the Park and perform work as described and depicted in **Exhibit “A”**, subject to the following:

2025 MOU with DRP and Martin County for Jonathan Dickinson-Cypress Creek Lease 3628

1. COORDINATION WITH DRP: All activities related to the Project and under this MOU shall be coordinated through an on-site pre-project meeting (4) four weeks in advance of initial construction and then periodic communication and meetings with the manager of the Park (“Park Manager”) during ongoing maintenance activities. Project specifics include, but are not limited to, Park access for construction and access for maintenance, staging areas, safety fencing, refueling operations, visitor safety, trail closures and notices, hours of operation, special park rules, scheduling and protection of resources shall all be identified at the meeting and approved by the Parties to this MOU. Issues arising from such meetings or thereafter will be resolved by mutual agreement between the Parties.

2. EXTENT OF AGREEMENT: This MOU authorizes the County, its officers, employees, agents, authorized representatives, and contractors use of the Park for the construction and long term maintenance of the Project throughout the lifecycle of the project and as approved by DRP as long as Board of Trustees’ Lease No. 3628 grants management authority to DRP.

3. RIGHT OF INSPECTION: DRP or its authorized agents shall have the right at any time to inspect the works and operation pertaining to this MOU. These inspections shall not interfere with the County’s daily operations or compromise the safety of the County’s officers, employees, agents, authorized representatives, and contractors.

4. RESPONSIBILITIES OF MARTIN COUNTY:

A. The County agrees to be solely responsible for all costs and expenses to construct and develop the Project facilities, which shall include additional improvements to the Florida Trail’s boardwalk and bridge and the construction of a canoe port, in a manner that is consistent with the recreation and resource program of the Park.

B. The County agrees to obtain a sovereign submerged lands easement from the Board of Trustees over the land described on **Exhibit “B”** (the “SSL Easement Area”) for use of sovereign submerged lands at Cypress Creek for the construction, operation and long-term maintenance of a weir structure.

C. The County agrees to install interpretive signs for the duration of construction for the benefit of the public. The signs shall list the merits of the project and the park features that will be restored as a result. Additionally, the signs shall include a list of all the project partners.

C. The County agrees to obtain an upland easement from the Board of Trustees over the land described on **Exhibit "C"** (the "Upland Easement Area") for the construction of the Project and for the long-term access to perform the operations and maintenance of the weir structure.

D. County will assume all responsibility for the long-term operation and maintenance of the weir structure.

5. RESPONSIBILITIES OF DRP:

A. DRP agrees to allow the County access for construction and maintenance of the Project as set forth in this MOU.

B. Once construction is complete, DRP agrees to take exclusive possession of the additional improvements, not including the weir or the long-term operation and maintenance of the weir.

C. DRP or Park Manager will approve in writing and in advance all required public notice signs and construction signs to be installed by the County.

C. DRP will assume all responsibility for the maintenance and management of the additional improvements during the term of the Board of Trustees' Lease No.3628.

D. DRP agrees to work in good faith with County to obtain an easement over the SSL Easement Area and the Upland Easement Area necessary for County's construction of the Project and maintenance and operation of the weir structure.

6. INTEREST: The Parties agree that the rights granted by this MOU are permissive rights only and shall not vest any real property rights or interest to either party or conflict with the conservation, protection, and enhancement of the Park. The Parties shall implement applicable Best Management Practices in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, for all the activities conducted under this MOU, which have been selected, developed, and approved by DRP or other land managing agencies for the protection and enhancement of the Park.

7. ASSIGNMENT: This MOU is personal to the County and may not be transferred or assigned without the prior written approval of DRP; however, both Parties recognize and agree that some or all of the activities permitted under this MOU may be performed by the County or the County's contractor under a separate agreement. Such performance by the County's

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contractor does not create or impose any duty or responsibility between the original parties to this MOU, nor does it relieve the County of any duty, responsibility, or liability under this MOU.

8. **TERMINATION:** In the event that the scheduled improvements are not constructed, or not accepted as provided herein, either Party may terminate this MOU by giving notice to the other party specifying the termination date, by certified mail with a return receipt requested ninety (90) calendar days prior to date specified in the notice. In the event that this MOU is terminated by the County, all rights inuring to the County or its successors shall cease upon the effective date of the letter of termination with the exception of those activities necessary to demobilize and remove personnel and equipment, but the County's obligations and responsibilities under **paragraph 9** of this MOU shall survive termination.

9. **REMOVAL OF EQUIPMENT:** Upon termination or expiration of this MOU, the removable equipment and removable improvements placed on the premises by the County that have not become a permanent part of the premises and are not desired by the Park, shall be removed by County, at its sole cost and expense, within thirty (30) calendar days after the termination or expiration of this MOU. Further, the County shall restore the premises to substantially the same or better condition than it was upon the effective date of this MOU.

10. **COMPLIANCE WITH LAWS:** This MOU is contingent upon and subject to the County obtaining all applicable permits, compliance with all applicable regulations, ordinances, rules, laws of the State of Florida or the United States or any political subdivision or agency of either.

11. **LIABILITY:** The County agrees to save and hold harmless DRP, the State of Florida, and the Board of Trustees from any claims arising out of or in connection with its performance under this MOU. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. **FORCE MAJEURE:** Neither party shall be responsible for any inability or failure to comply with the terms of this MOU due to causes beyond its control and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: power failures, theft, faulty machinery, fire, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labor disputes, embargoes, acts of God, acts of the United States or any other government, including the failure of any government to grant export or import licenses or permits.

13. **GOVERNING LAW:** This MOU shall be governed by and interpreted according to the laws of the State of Florida.
14. **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by the Parties.
15. **PARTIAL INVALIDITY:** If any term, covenant, condition, or provision of this MOU shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
16. **NOTICE:** All notices given under this MOU shall be in writing and shall be delivered by certified U.S. Mail or overnight courier to the addresses set forth below or in event of an address change, to the address requested in writing by such party.

**If to DRP:**

Attn: Park Manager  
c/o Jonathan Dickinson State Park  
16450 SE Federal Highway  
Hobe Sound, Florida 33455  
Phone: (561)-744-9814 Fax: (863)-815-6759

Attn: Bureau Chief, District 5  
13798 Southwest Federal Highway  
Hobe Sound, Florida 33455  
Phone: (772)-402-9457

**If to County:**

Attn: Senior Project Manager  
Environmental Resource Division  
Martin County Board of County Commissioners  
2401 SE Monterey Road  
Stuart, Florida 34996  
Phone :(772) 220-7114 Fax: (772) 288-5955

17. **SUBJECT TO AVAILABILITY OF FUNDS:** DRP'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS MOU IS CONTINGENT UPON ANNUAL APPROPRIATION BY THE LEGISLATURE.
18. **Public Records:** The County and DRP shall comply with Florida's public records laws, and specifically agree to: (a) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, (b) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., and (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

The Parties have caused this MOU to be executed on the day and year first above written.

**STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION,  
DIVISION OF RECREATION AND  
PARKS**

By: \_\_\_\_\_  
Daniel Alsentzer, Environmental Administrator  
Office of Park Planning

Approved for Form and Legality:

By: \_\_\_\_\_  
DRP Attorney

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

By: \_\_\_\_\_ Please see next page for signature.  
Sarah Heard, Chair

Approved for Form and Legality:

By: \_\_\_\_\_  
Elysse A. Elder, County Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

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CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

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SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

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ELYSSE A. ELDER, COUNTY ATTORNEY

## EXHIBIT “A”

### Cypress Creek Floodplain Restoration Project

#### Background and Related Projects

“The Loxahatchee River Watershed Restoration Project (LRWRP, formerly known as North Palm Beach County - Part 1) is a part of the Comprehensive Everglades Restoration Plan (CERP). Planning efforts for the project were put on hold in 2011. Existing plan formulation data and analysis were used in the development of a final plan, known as an integrated Project Implementation Report and Environmental Impact Statement, to prepare for congressional authorization to construct the project. The renewed purpose of the LRWRP is to restore and sustain the overall quantity, quality, timing, and distribution of fresh waters to the federally designated “National Wild and Scenic” Northwest Fork of the Loxahatchee River for current and future generations. This project also seeks to restore, sustain, and reconnect the area’s wetlands and watersheds that form the historic headwaters for the river. Implementation of the project will provide multiple benefits:

- Help restore more natural water deliveries.
- Promote improved health and functionality of wetland and upland areas.
- Increase the quantity and quality of habitat available for native wildlife and vegetation.

The project area includes approximately 753 square miles located in central and northern Palm Beach County and southern Martin County. Within that area are Jonathan Dickinson State Park, Pal Mar East/Cypress Creek, Kitching Creek, Dupuis Wildlife and Environmental Management Areas, J.W. Corbett Wildlife Management Area, Grassy Waters Preserve, Loxahatchee Slough, the last remaining riverine cypress stands in Southeast Florida in the Loxahatchee River, and the Loxahatchee River Estuary.”

For more information visit: <https://www.saj.usace.army.mil/Missions/Environmental/Ecosystem-Restoration/Loxahatchee-River-Watershed-Restoration-Project/>

#### Introduction to the Cypress Creek Restoration Project (CCRP)

**Introduction:** Martin County has determined that none of the proposed CERP projects will provide restoration of the degraded portion of Cypress Creek or its floodplain located within Jonathan Dickinson State Park and therefore has proposed the CCRP. The CCRP project purpose is to restore the historic Cypress Creek flood plain habitat that has been severely impacted by channelization and sedimentation and exhibits a lack of typical soil saturation due to man-made influences and as a result, water from Cypress Creek rarely inundates the floodplain.

**Location:** Cypress Creek is a tributary of the Loxahatchee River and the Cypress Creek floodplain is roughly 120-acres in size and extends from the Loxahatchee River to west of the I-95 interstate, a portion of which is located within Jonathan Dickinson State Park. **(Figure 1)** The location within Jonathan Dickinson was chosen because it will have the largest benefit to the Cypress Creek floodplain.

**Site Conditions:** Although wetland trees like Cypress form much of the canopy cover, there is an almost complete lack of wetland understory vegetation. This poor hydrology also negatively impacts young cypress tree recruitment.

The area has shifted from being dominated by native wetland plants to a mix of both exotic and native species. While native canopy species like cypress (*Taxodium* spp.) and water hickory (*Carya aquatica*) still provide much of the canopy cover, the understory lacks desirable wetland vegetation. Instead, it is overrun by invasive species such as paragrass (*Urochloa mutica*) and Guinea grass (*Panicum maximum*). Furthermore, indicators of hydrology and hydric soils are largely absent throughout the floodplain. In addition, the high velocity of water flowing through the creek make it susceptible to erosion. This erosion results in sedimentation downstream, which is a major factor in causing the short circuiting of the oxbow system of the Loxahatchee River.

**Project Goals and Objectives:**

- Restoring the historic floodplain of Cypress Creek.
- Supporting efforts to restore freshwater flows during the dry season to the Northwest Fork of the Loxahatchee River.
- Maintaining current flood protection levels for nearby residential and agricultural areas.
- Minimizing negative impacts on recreational users.
- Reducing harm to floodplain vegetation as much as possible when locating the structure. This includes weir placement that avoids old-growth cypress trees. Additionally, the project will utilize existing paths for equipment and personnel access. Where existing paths are not available, routes will be chosen to minimize ground disturbance.

**Project Implementation & Techniques:** Martin County's techniques include decreasing in-channel water velocities, which will improve ongoing erosion issues (i.e., channel incision), improving floodplain inundation duration and frequency, improving downstream water quality by reducing the excessive sediment and turbidity load currently flowing directly into the river. Restoration is dependent upon restoring floodplain inundation characteristics, which includes timing and duration of inundation. A more natural hydroperiod will promote native wetland vegetation, including key habitat forming species such as bald cypress as well as a myriad of other species. Therefore, Martin County is proposing the construction of a 500-linear foot sheet-pile weir in Cypress Creek floodplain that will stage water to inundate the basin, mimic natural hydrology and regenerate a healthy floodplain and its natural resources. The weir will have an elevation of 2.5 NAVD in the Creek and 3.0 NAVD in the adjacent floodplain (**Figure 2**). Additionally, the project will include a canoe port for navigation and improvements to the Ocean to Lake spur of the Florida Trail bridge crossing and other boardwalk improvements to allow navigation along Cypress Creek. (**Figure 3**).

**Permits:** Army Corps of Engineers NWP 27 and the South Florida Water Management District Individual Permit (application #241010-46592)

**Earthwork & Equipment:** 4x4 pick-up trucks, excavator, front end loader and concrete truck.

**Monitoring:**Vegetation

Vegetation will be monitored to evaluate progress toward re-vegetation goals, identify problems that may hamper or delay attaining those goals, and provide opportunity for scientific assessment of wetland functions and processes. Monitoring will be conducted annually for a three-year period at the end of the growing season (August-October). Appropriate monitoring objectives include, but are not limited to, the following:

- Document the success of the temporary impacts area by monitoring recruitment of native vegetation and decline of exotic and/or nuisance species.
- Provide photographic documentation of restoration progress and ecosystem condition.

Monitoring will be accomplished by visual surveys in the field and will include quantitative, qualitative, and photographic assessments. A brief description of monitoring approach is presented below.

Vegetation monitoring will be assessed using a series of 10-meter transects within the temporary impacts area and access route. Data collected at each transect station will include as follows:

- Herbaceous cover will be estimated to record total ground cover and dominant species.
- Total shrub cover (area shaded by shrub species) will be estimated and dominant species listed.
- Record species and cover of any exotic vegetation observed.
- Health and reproductive status of vegetation, recruitment of new species, hydrologic condition, and general condition with respect to target community type.
- Signs of wildlife usage.
- Management notes, including damage, exotic wildlife, planted material survival, aberrant conditions such as drought or flooding, anticipated management needs (planting, herbicide, fire, etc.)

Qualitative data and other incidental information will be summarized in reports. Qualitative data will aid in assessing the degree to which communities are attaining success criteria, evaluation of management needs, and help identify potential issues related to exotic invasion or mortality of target vegetation.

Permanent photo stations will be established at each vegetation monitoring station to track changes over time. Photographic documentation will be collected from each station and photos will be directed in the same location during each monitoring event. In addition, typical ground and aerial oblique photos will be collected as necessary for each significant community expression, as well as to demonstrate particular or notable attributes.

Permanent photo stations will be established at the vegetation sampling stations during baseline monitoring to track changes over time. Photographic documentation will be collected from each vegetation sampling station in the direction of the transect. In addition, typical ground and aerial oblique photos are collected as necessary for each significant community expression, as well as to demonstrate particular or notable attributes.

#### Hydrology Monitoring

Hydrology will be monitored via four (4) water level recording devices. The water level data recorder is housed in the thicker pipe, and the water level sensor extends down through the thinner pipe. The absolute elevation (relative to NAVD88) of a single common reference point on all wells was surveyed-in, and all other elevations were measured relative to these single reference points. Two instruments were installed within Cypress Creek (CC1 and CC2) and two are in the floodplain (CC FP1 and CC FP2). Water level data recorders will be downloaded quarterly (**Figure 4**).

#### Wildlife Utilization Monitoring

Wildlife, particularly listed or characteristic faunal species, will be noted as encountered along the monitoring transect, in the vicinity of the piezometers, and along the wetland boundary.

Access for Construction Due to the restriction of the highway underpass, construction vehicles will need to access the project site from SE Bridge Rd. in Hobe Sound. The access point is at Becker Tree Farm, and vehicles will utilize Becker Farms Rd south following the edge of the farm fields south and adjacent to I-95 until they reach property owned jointly by Martin County and South Florida Water Management District. Agriculture roads will then be followed meandering south to the project site (**Figure 5**).

Access for maintenance: Vehicles accessing the site for maintenance activities will have a point of entry along Indiantown Rd in Jupiter to Gulf Stream Citrus Rd. Trucks will follow the road across Cypress Creek Canal through agricultural fields to the north. The road will continue through an underpass below the Florida Turnpike and Interstate I-95. The road continues through agricultural fields and around old mining ponds, until it meets the park boundary. From there the Florida Trail route will be used to access the monitoring locations on foot (**Figure 6**).

Figure 1

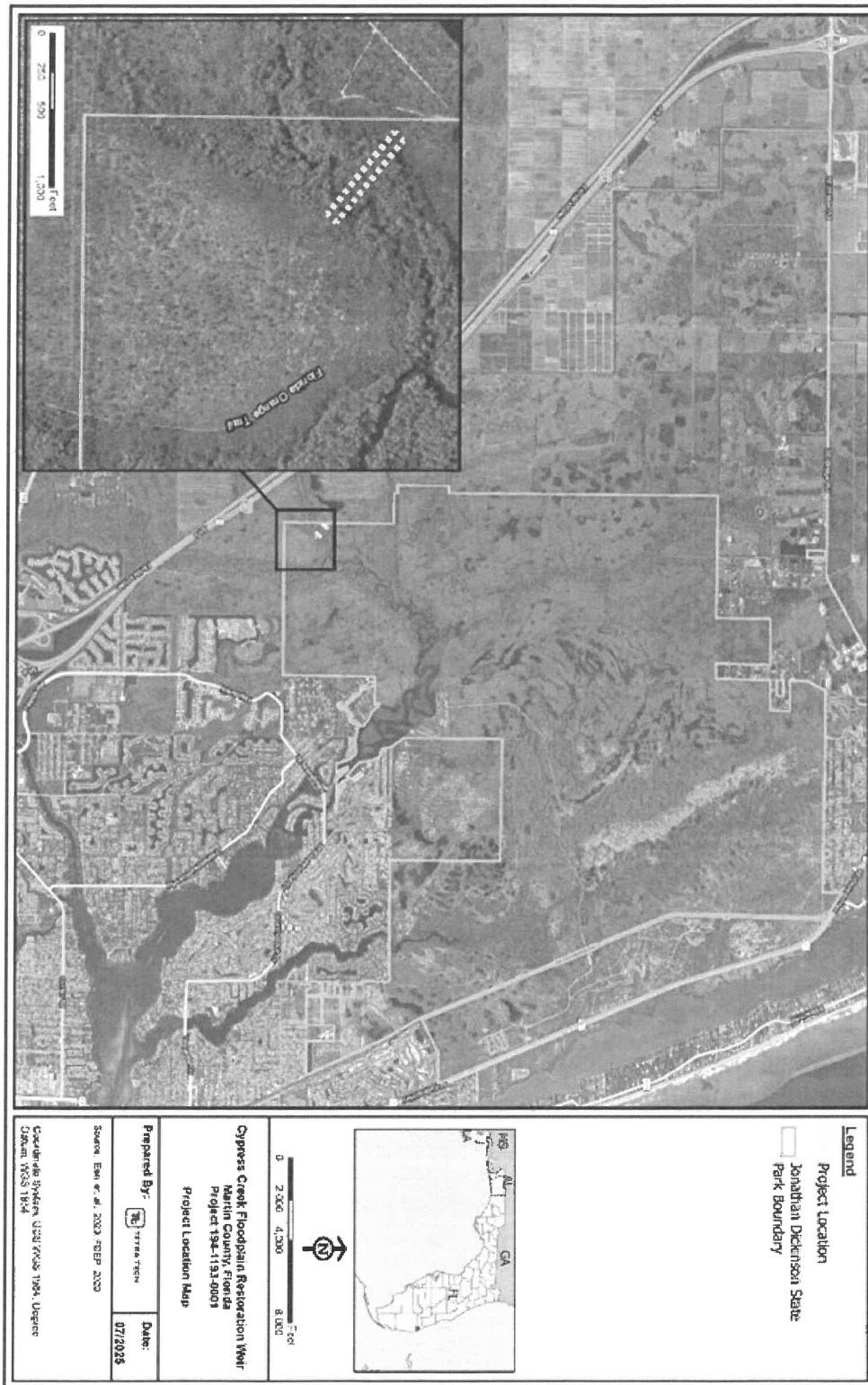


Figure 2

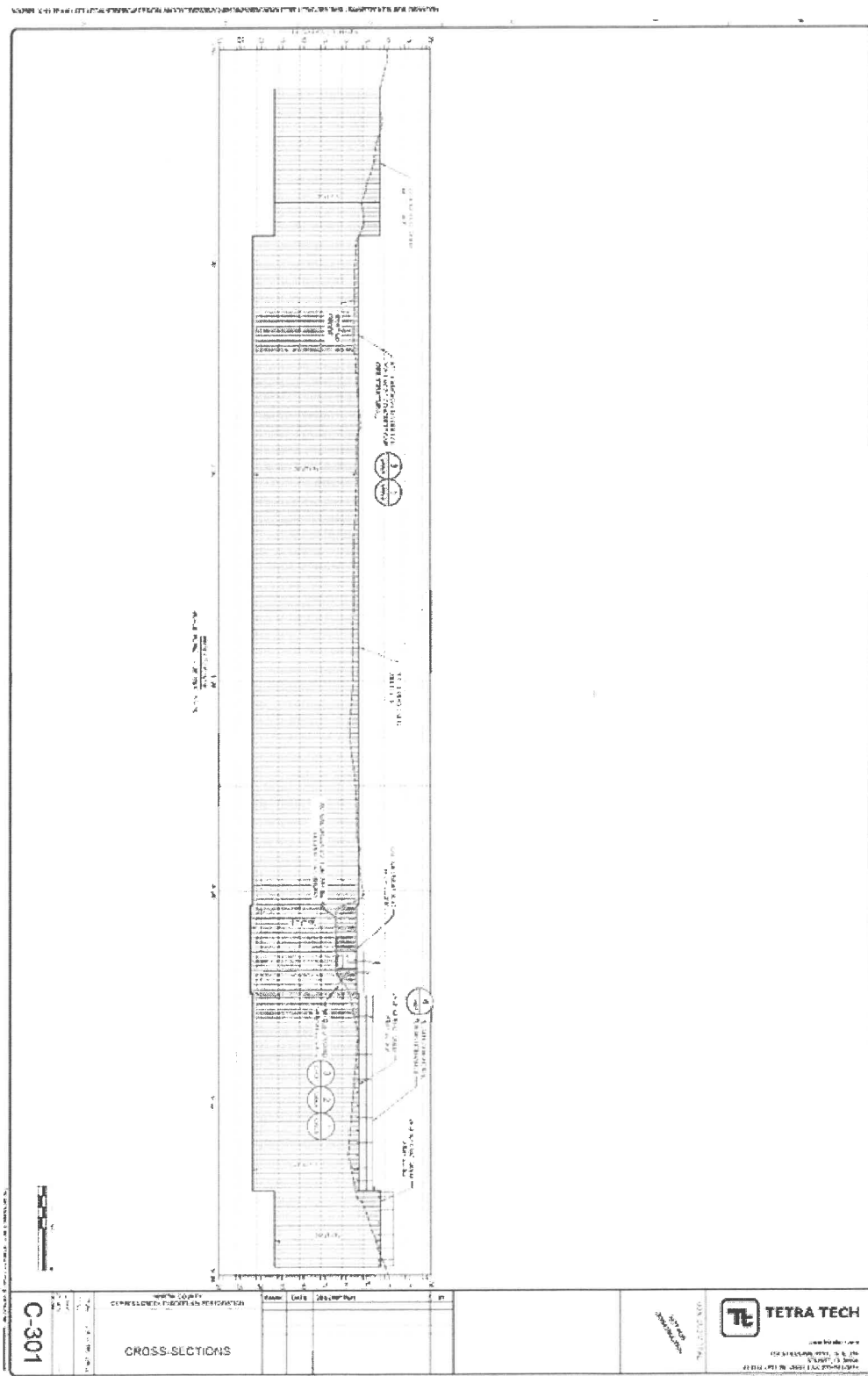


Figure 3

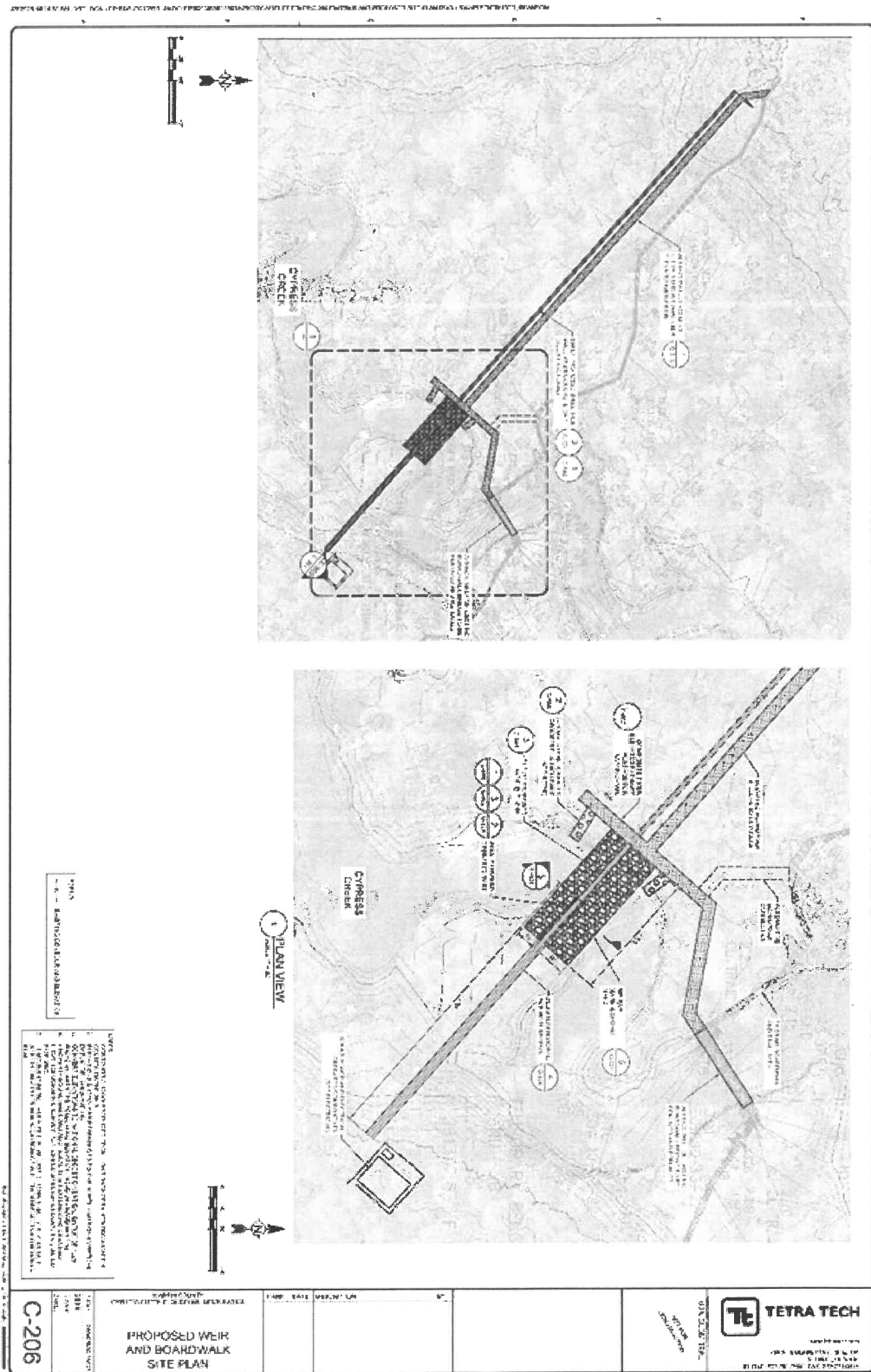
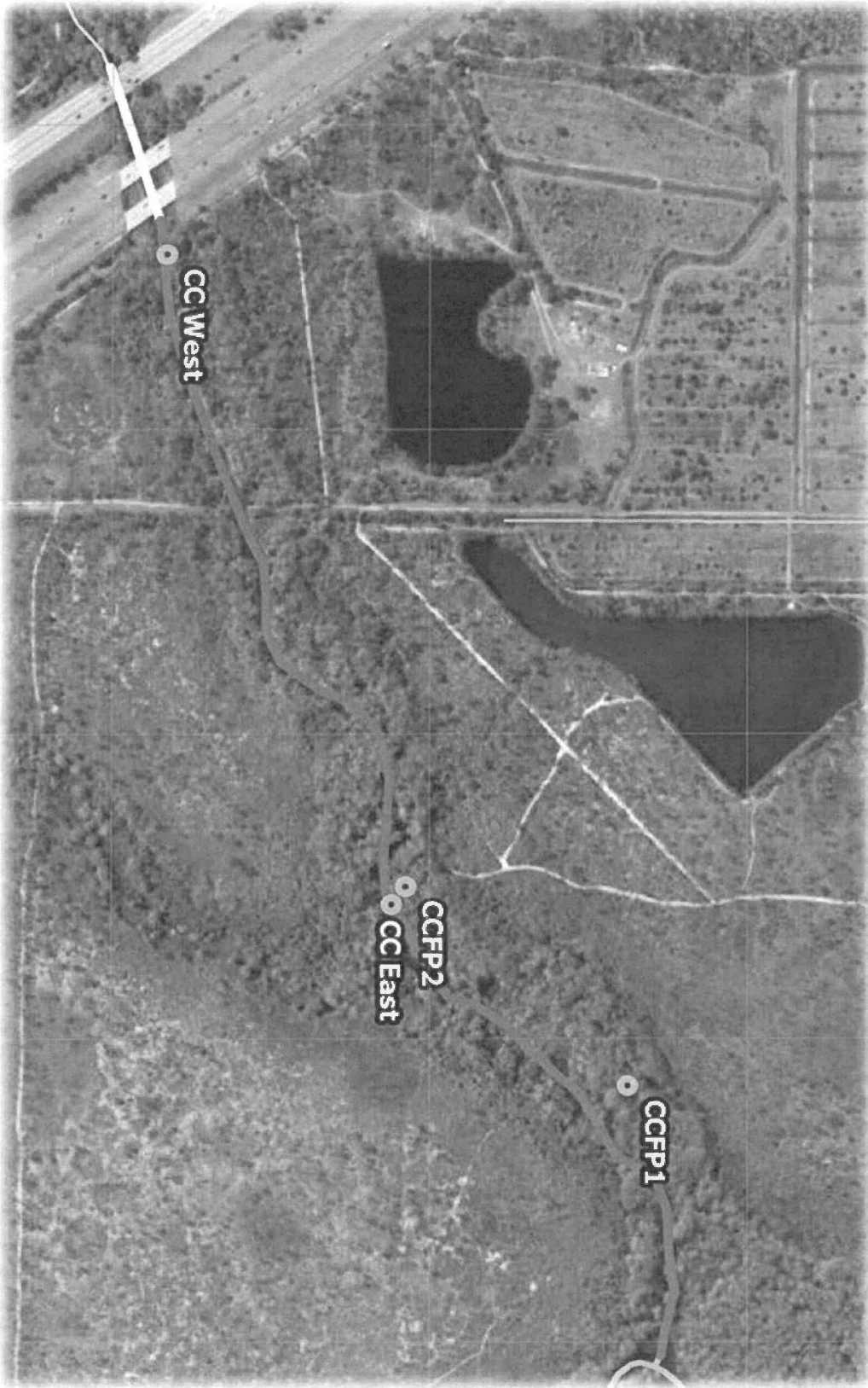


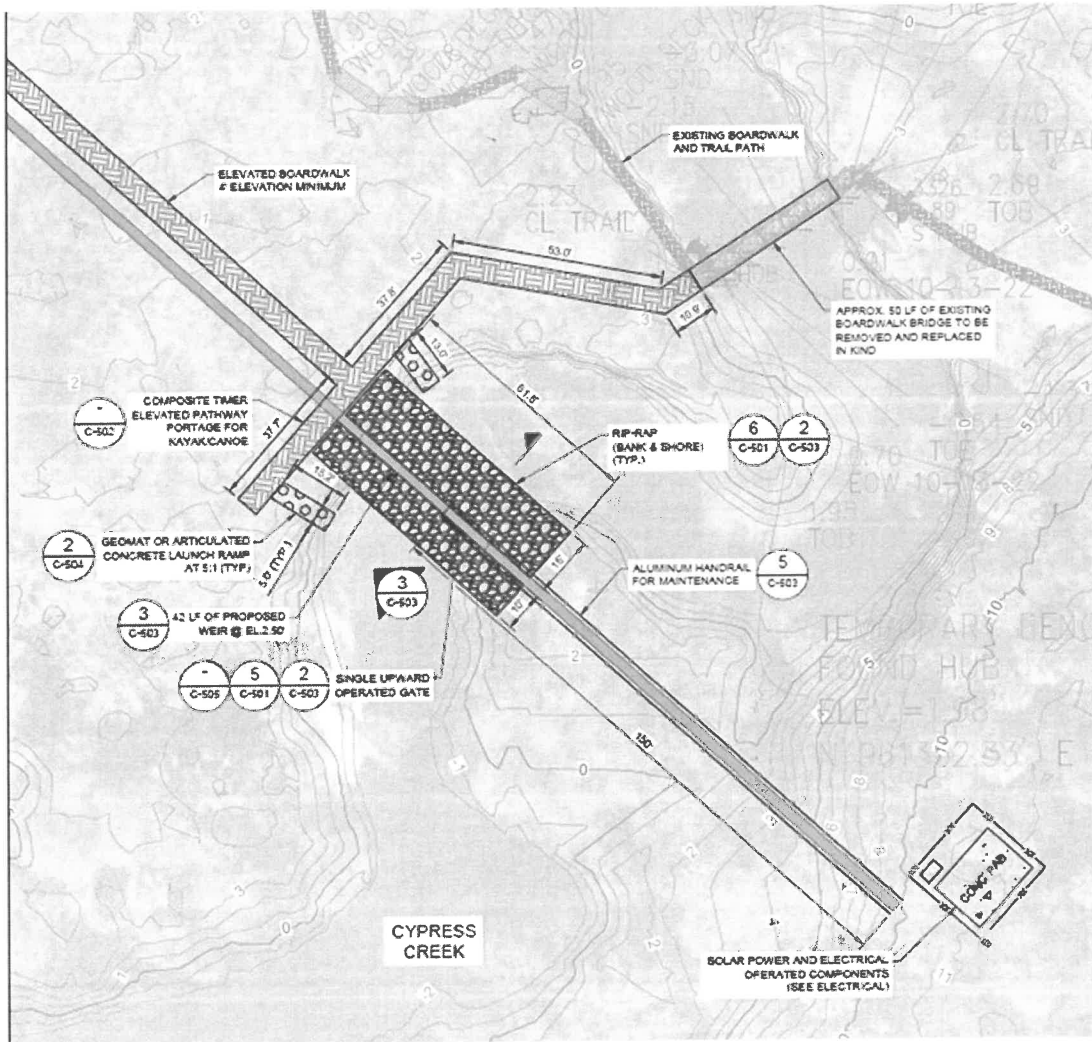
Figure 4



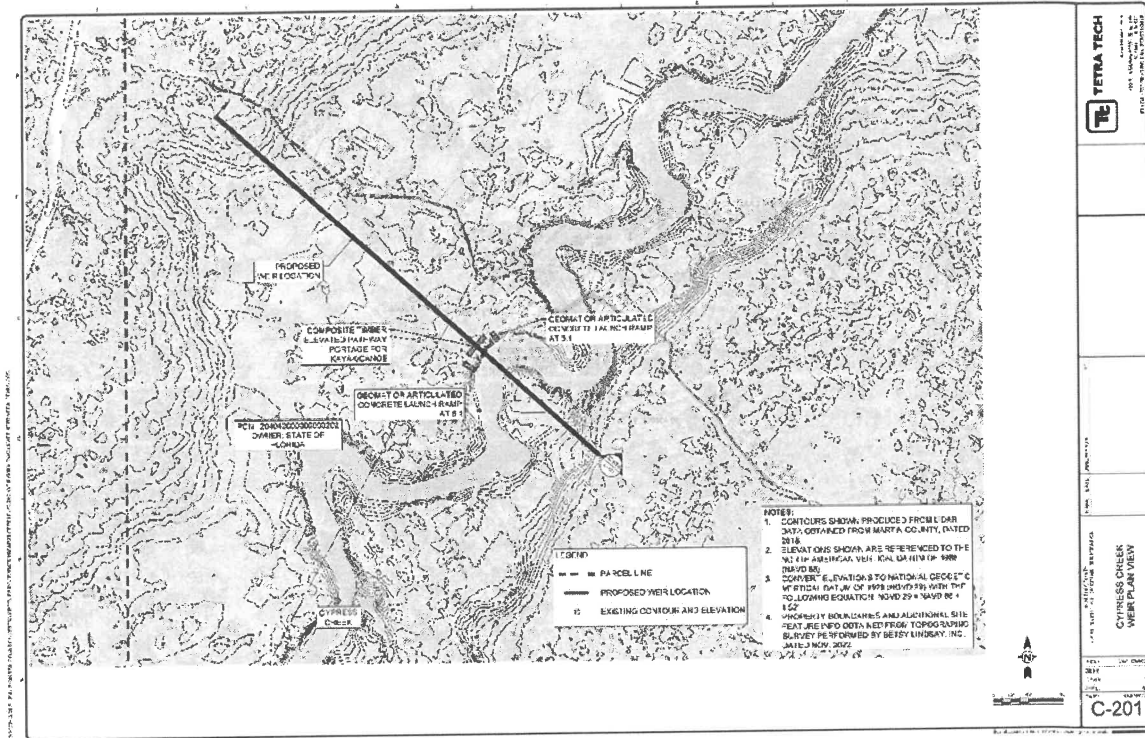




# Park Improvements

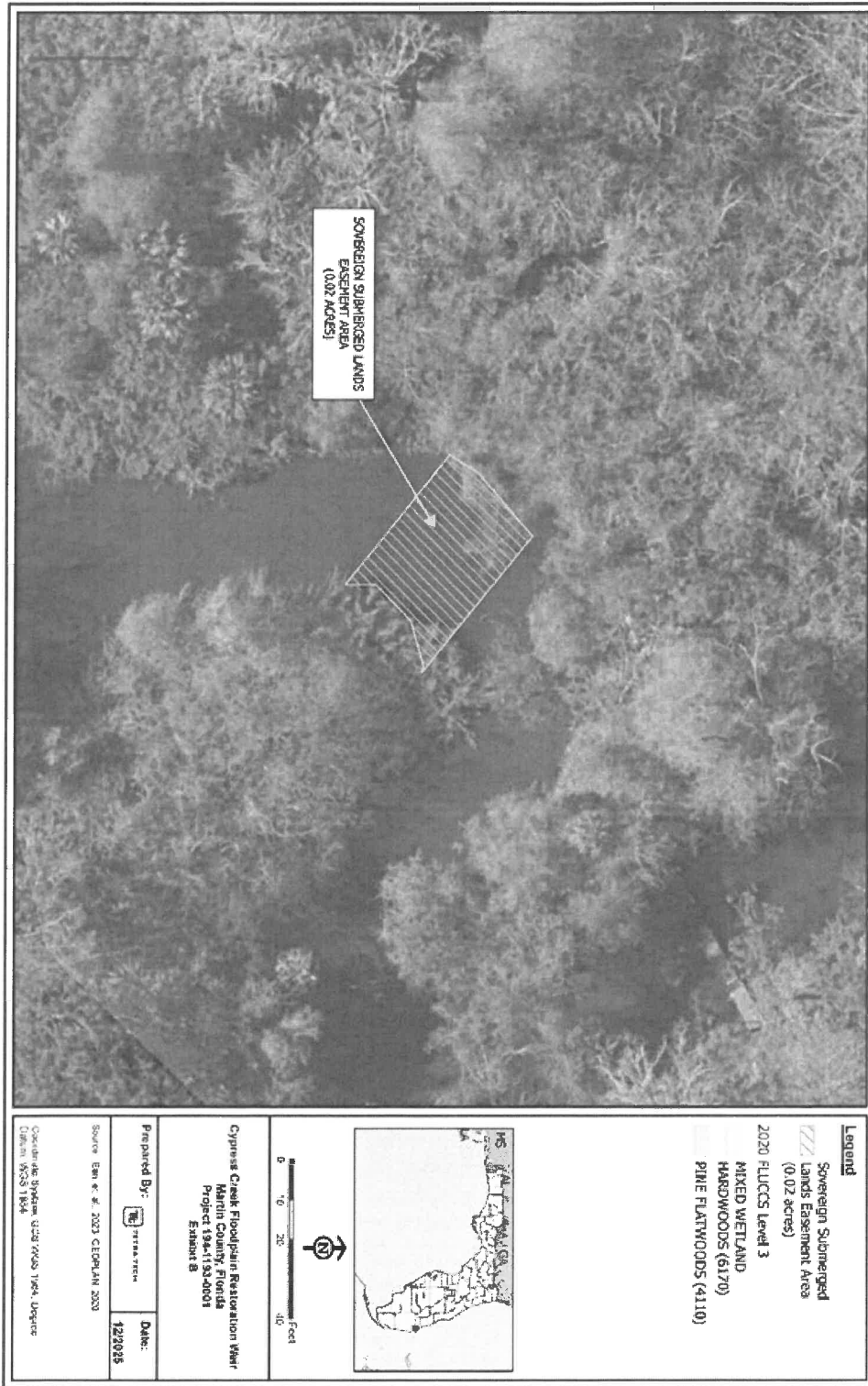


# Park Improvements



# Exhibit "B"

## SSL Easement Area



# Exhibit "C"

## Upland Easement Area

