

WETLANDS MITIGATION AGREEMENT

WHEREAS, Seminole County (“COUNTY”), a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, has submitted an environmental permit application incident to the development of certain property within Seminole County, Florida, known as the **5-Points Complex Roadway, Drainage and Utility Project-Central Boulevard Phase 1** (the **“Project”**) to the St. Johns River Water Management District (**“SJRWMD”**); and

WHEREAS, the area of the **Project** as depicted on Exhibit A to this Agreement requires mitigation, in the form of Uniform Mitigation Assessment Methodology (**“UMAM”**) credits as determined by the **SJRWMD**, and **COUNTY** wishes to purchase approximately 0.44 **UMAM** credits as determined by the **SJRWMD**; and

WHEREAS, because of site constraints, regulatory agency concerns, and other considerations, it is necessary to provide these 0.44 **UMAM** credits (the **“Mitigation”**) to compensate for wetland impacts associated with the **Project**: and

WHEREAS, LJF ACQUISITIONS, LLC, a Florida Limited Liability Company (**“LJF”**), or its assigns, has contracted to provide the **Mitigation** and to assume all responsibility of **COUNTY** with regard to the **Mitigation**.

NOW THEREFORE, LJF, for and in consideration of **ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS (\$198,000.00)**, agrees to provide the **Mitigation** for the benefit of **COUNTY** and to comply with all mitigation requirements imposed upon **COUNTY** pursuant to the permit issued by **SJRWMD**, and the above-referenced regulatory agency with respect to development of the **Project** (collectively, the **“Environmental Permit”**).

1. RESPONSIBILITIES OF LJF.

In accomplishing the requirements of the regulatory agencies, **LJF** hereby assumes all responsibilities and obligations of **COUNTY** with regard to the **Mitigation** and the performance of all obligations required by the **Environmental Permit** relating to the **Mitigation**.

Notwithstanding anything to the contrary in this Agreement, the responsibilities of **LJF** with respect to the **Mitigation** will be limited to the provision to the regulatory agency of the required 0.44 **UMAM** credits in a timely manner for issuance of the **Environmental Permit**.

Other than the payment of the offsite mitigation cost by **COUNTY** to **LJF**, as required pursuant to Paragraph 2 of this Agreement, **LJF** shall be solely responsible for the timely provision of the **Mitigation** pursuant to the **Environmental Permit** relating to the **Project** that deals directly or indirectly with the **Mitigation**.

2. OFFSITE MITIGATION COST.

In consideration of the performance by **LJF** of its responsibilities under this Agreement, **COUNTY** agrees to pay to **LJF** the amount of ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS (**\$198,000.00**), payable as follows:

- (i) The entire amount of **ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS (\$198,000.00)** will be paid to **LJF** upon execution of this Agreement by **COUNTY**. This payment is nonrefundable, unless the mitigation is deemed unacceptable by **SJRWMD**.

3. FURTHER ASSURANCES.

The parties each agree that from and after the date of this Agreement and the date of the payment of the full cost for the Mitigation, each party shall execute such documents and undertake such actions and obligations as may be required by **SJRWMD** in order for **LJF** to provide the **Mitigation** as required in Section 1 above for the Environmental Permit.

4. COUNTERPARTS.

This instrument may be executed by the parties in counterparts and assembled as one document, binding in accordance with its terms.

IN WITNESS WHEREOF, the parties have made and executed this Agreement dated

1/4/2023, 2023.

LJF ACQUISITIONS, LLC,

A Florida Limited Liability Company

By: _____


Jeffrey B. Fuqua
Manager

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

Attachment
Exhibit A Lake Minnie Pond Site

By: _____
AMY LOCKHART, Chairman

Date: _____

As authorized for execution by the Board of
County of Commissioners at its
_____, 20____, regular meeting.