

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
West Palm Beach Division
www.flsb.uscourts.gov

CASE NO. 08-29769-PGH
(All 7 Cases Jointly Administered)
Chapter 7

In re:

GINN - LA ST. LUCIE LTD., LLLP, et al. ¹

Debtors. _____/

In re:

GINN - LA QUAIL WEST LTD., LLLP, et al. ³

Debtors. _____/

(4 Cases Substantively Consolidated
into Lead Case No. 08-29769-PGH) ²

CASE NO. 08-29774-PGH
(3 Cases Substantively Consolidated
into Lead Case No. 08-29774-PGH) ⁴

DREW M. DILLWORTH, Chapter 7 Trustee,

Adv. Pro. No.

Plaintiff,

v.

GINN DEVELOPMENT COMPANY, LLC
d/b/a THE GINN COMPANY, a Georgia
limited liability company,

Defendant.
_____ /

COMPLAINT

Plaintiff, Drew M. Dillworth, in his capacity as Chapter 7 Trustee for the Quail West

¹ The last four digits of the Debtors' tax identification numbers are as follows: (i) Ginn-LA St. Lucie Ltd., LLLP, Employer Tax I.D. No. (5632); (ii) Ginn-St Lucie GP, LLC, Employer Tax I.D. No. (0983); (iii) Tesoro Golf Club Condominium, LLC, Employer Tax I.D. No. (4385); and (iv) The Tesoro Club, LLC, Employer Tax I.D. No. (1917). *See* 11 U.S.C. § 342(c)(1).

² The "**Tesoro Debtors' Estates**" (Case Nos. 08-29769-PGH, 08-29770-PGH, 08-29772-PGH and 08-29773-PGH) are substantively consolidated into Lead Case No. 08-29769-PGH. *See* Order [D.E. 308/309].

³ The last four digits of the Debtors' tax identification numbers are as follows: (i) Ginn-LA Quail West Ltd., LLLP, Employer Tax I.D. No. (2397); (ii) Ginn-Quail West Beach, LLC, Employer Tax I.D. No. (9142); and (iii) Ginn-Quail West GP, LLC, Employer Tax I.D. No. (6313). *See* 11 U.S.C. § 342(c)(1).

⁴ The "**Quail West Debtors' Estates**" (Case No. 08-29774-PGH, 08-29775-PGH and 08-29776-PGH) are substantively consolidated into Lead Case No. 08-29774-PGH. *See* Order [D.E. 34].

Debtors' Estates ("**Trustee Dillworth**"), sues Defendant, Ginn Development Company, LLC d/b/a The Ginn Company ("**Ginn Co.**") and states as follows:

I. NATURE OF ACTION, PARTIES, JURISDICTION AND VENUE

A. Nature of Action

1. This adversary proceeding is brought by Trustee Dillworth against Ginn Co. for: (i) entry of a declaratory judgment, pursuant to 28 U.S.C. § 2201 and Fed. R. Bankr. P. 7001(2) and (9), that certain Mitigation Bank Credits ("**Mitigation Credits**") paid for by Ginn-LA Quail West Ltd, LLLP ("**Debtor**"), under a contract in the name of Ginn Co., and purchased from Southwest Florida Wetlands J.V. d/b/a Panther Island Mitigation Bank ("**PIMB**"), constitute property of the Quail West Debtors' Estates pursuant to section 541 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, ("**Bankruptcy Code**"); (ii) turnover of the Mitigation Credits pursuant to Bankruptcy Code § 542; (iii) unjust enrichment under Florida law; (iv) imposition of an equitable lien in favor of the Quail West Debtors' Estates on the Mitigation Credits under Florida law; and (v) a determination that Ginn Co. is holding the Mitigation Credits in a constructive trust for the benefit of the Quail West Debtors' Estates under Florida law.

B. Parties

2. Plaintiff, Trustee Dillworth, is the duly authorized and acting Chapter 7 Trustee of the Quail West Debtors' Estates.

3. Defendant, Ginn Co., is a Georgia limited liability company, doing business as The Ginn Company. Ginn Co. has its principal place of business in Flagler County, Florida and is doing business in Palm Beach County, Florida. Ginn Co. is an affiliate of the Tesoro Debtors and the Quail West Debtors.

C. Jurisdiction

4. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 157(a) and (b) and 1334(b).

5. This is a core proceeding for which this Court is authorized to determine all matters regarding this adversary proceeding in accordance with 28 U.S.C. § 157(b)(2)(A) and (E).

6. All conditions precedent to the filing of this action have been performed, have occurred, have been waived or have otherwise been excused.

7. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

II. GENERAL ALLEGATIONS

A. Bankruptcy Cases

8. On December 23, 2008 (“**Petition Date**”), each of the Debtors filed a voluntary petition under Chapter 7 of the Bankruptcy Code.

9. The Tesoro Debtors’ Estates and the Quail West Debtors’ Estates are being jointly administered under the Bankruptcy Case styled *In re Ginn-LA St. Lucie Ltd., LLLP*, Case No. 08-29769-PGH (D.E. 20) (“**Main Case**”).

10. On the Petition Date, the United States Trustee appointed Drew M. Dillworth as interim Chapter 7 Trustee of the Debtors’ estates (D.E. 4).

11. No trustee was elected at the Bankruptcy Code § 341 meeting of creditors held and concluded on January 30, 2009 in these jointly administered cases. Accordingly, pursuant to Bankruptcy Code § 702, Drew M. Dillworth is the duly appointed, qualified and acting Chapter 7 Trustee in these cases.

12. The Tesoro Debtors' Estates were substantively consolidated into Lead Case No. 08-29769-PGH (D.E. 308/309). The Quail West Debtors' Estates were substantively consolidated into Lead Case No. 08-29774-PGH (D.E. 34).

B. Debtors' Businesses

13. The Debtor companies are all affiliates of each other and collectively were engaged in the business of the management of land acquisition, real estate development and management, architectural design and engineering, resort development and operation, and golf course construction and management.

14. Prior to the Petition Date, Debtors were engaged in the development of two master plan residential real estate projects known as Tesoro located in Port St. Lucie, Florida, and Quail West located in Naples, Florida (referred to herein as the "**Quail West Property**").

C. The Mitigation Credits

15. In June of 2005, contemplating that the Mitigation Credits would be required for the future development of the Quail West Property, Debtor paid \$408,000.00 to purchase the Mitigation Credits from PIMB under a contract entitled Agreement for Sale of Mitigation Bank Credits ("**Agreement**"). A copy of the Agreement is attached as Exhibit A and fully incorporated into this Complaint.

16. When the Mitigation Credits were purchased, Debtor owned the Quail West Property.

17. The Mitigation Credits were needed to satisfy potential obligations imposed by the United States Army Corp of Engineers ("**ACOE**") and the South Florida Water Management District ("**SFWMD**") associated with development of the Quail West Property. The nature of the obligations imposed by the ACOE and SFWMD and the purpose of the Mitigation Credits are

more fully described in the Agreement.

18. For reasons unknown to Trustee Dillworth, the Agreement was made in the name of Ginn Co., and not Debtor, notwithstanding the fact that Debtor paid all the consideration used to purchase the Mitigation Credits purchased pursuant to the terms of the Agreement.

19. Robert F. Masters executed the Agreement on behalf of Ginn Co.

20. At the time Mr. Masters executed the Agreement on behalf of Ginn Co., Mr. Masters also was the Manager of Ginn-Quail West GP, LLC, which was the General Partner of Debtor.

21. Based upon information and belief, the principals of Ginn Co. dominated and had control over the assets of Debtor, and caused Debtor to pay for the Mitigation Credits.

22. As stated above, the purchase price for the Mitigation Credits was a total amount of \$408,000.00, and was paid with an initial deposit of \$122,400.00 contemporaneous with the execution of the Agreement in June 2006, and the balance of \$285,600.00 was paid upon satisfaction of certain conditions precedent, as more fully set forth in the Agreement in December of 2006.

23. Debtor paid all of the consideration used to purchase the Mitigation Credits by issuing two checks to PIMB as follows:

Payor	Recipient	Amount	Date	Bank	Check Number
Debtor	PIMB	\$122,400.00	June 15, 2006	Wachovia Bank, N.A.	1015
Debtor	PIMB	\$285,600.00	December 8, 2006	Wachovia Bank, N.A.	1167

24. Copies of the above referenced checks are attached as Composite Exhibit B and fully incorporated into this Complaint.

25. Notwithstanding the facts that Debtor paid the purchase price for the Mitigation Credits and that the Mitigation Credits were to be used in connection with Debtor's development of the Quail West Property, Ginn Co. claims some interest in the Mitigation Credits.

26. The Mitigation Credits are not listed as assets on Schedule B of Debtor's Schedules, as amended (D.E. 9, 23 in Case No. 08-29774-PGH).

27. PIMB has offered to repurchase the Mitigation Credits from Trustee Dillworth for the full original purchase price of \$408,000.00.

COUNT I-DECLARATORY JUDGMENT PURSUANT TO 22 U.S.C. § 2201

28. Trustee Dillworth sues Ginn Co. seeking a declaratory judgment under the Declaratory Judgment Act, 22 U.S.C. § 2201 ("**DJA**"), determining that the Mitigation Credits are property of the Quail West Debtors' Estates pursuant to Bankruptcy Code § 541. Trustee Dillworth re-alleges the allegations in paragraphs 1 through 27 as if fully set forth in Count I.

29. Trustee Dillworth claims the Mitigation Credits are property of the Quail West Debtors' Estates.

30. Trustee Dillworth has made demand upon Ginn Co. for turnover of whatever interest Ginn Co. may claim in the Mitigation Credits.

31. Ginn Co. has refused to turn over whatever interest it claims in the Mitigation Credits to Trustee Dillworth.

32. A present controversy exists between Trustee Dillworth and Ginn Co. as to the ownership of the Mitigation Credits.

33. A declaration is necessary to determine Trustee Dillworth's rights to and interests in the Mitigation Credits.

34. The Mitigation Credits are valuable assets Trustee Dillworth can liquidate for the

benefit of creditors as a part of the administration of the Quail West Debtors' Estates.

35. Trustee Dillworth seeks a determination that the Mitigation Credits are property of the Quail West Debtors' Estates under Bankruptcy Code § 541.

WHEREFORE, Trustee Dillworth respectfully requests this Court to enter declaratory judgment under the DJA in favor of Trustee Dillworth and against Ginn Co.:

A. Determining that the Mitigation Credits are property of the Quail West Debtors' Estates pursuant to Bankruptcy Code § 541 and that Ginn Co. holds no interests in or rights to the Mitigation Credits;

B. Awarding Trustee Dillworth attorneys' fees and/or costs to the extent permitted under applicable law; and

C. Granting any other and further relief that is just and proper.

COUNT II-TURNOVER OF THE MITIGATION CREDITS UNDER 11 U.S.C. § 542

36. Trustee Dillworth sues Ginn Co. for turnover of whatever interest Ginn Co. claims in the Mitigation Credits pursuant to Bankruptcy Code § 542(a). Trustee Dillworth re-alleges the allegations in paragraphs 1 through 27 as if fully set forth in Count II.

37. The Mitigation Credits are property of the Quail West Debtors' Estates under Bankruptcy Code § 541.

38. Ginn Co. is not a custodian as that term is defined in Bankruptcy Code § 101(11).

39. The Mitigation Credits are not of inconsequential value or benefit to Trustee Dillworth or the Quail West Debtors' Estates.

40. Ginn Co. claims some interest in the Mitigation Credits.

41. Trustee Dillworth may sell the Mitigation Credits under Bankruptcy Code § 363.

WHEREFORE, Trustee Dillworth respectfully requests this Court to enter judgment in

favor of Trustee Dillworth and against Ginn Co.:

- A. Directing Ginn Co. to turn over whatever interest it may claim in the Mitigation Credits or the value of the Mitigation Credits to Trustee Dillworth;
- B. Awarding Trustee Dillworth attorneys' fees and/or costs to the extent permitted under applicable law; and
- C. Granting any other and further relief that is just and proper.

COUNT III-UNJUST ENRICHMENT UNDER FLORIDA LAW

42. Trustee Dillworth sues Ginn Co. for unjust enrichment under applicable Florida state law. Trustee Dillworth re-alleges the allegations in paragraphs 1 through 27 as if fully set forth in Count III.

43. To the extent that Ginn Co. claims some interest in the Mitigation Credits, Debtor conferred a benefit on Ginn Co. by paying all of the consideration used to purchase the Mitigation Credits.

44. To the extent that Ginn Co. claims some interest in the Mitigation Credits, Ginn Co. knowingly and voluntarily accepted and retained the benefit conferred by Debtor.

45. To the extent that Ginn Co. claims some interest in the Mitigation Credits, the circumstances render Ginn Co.'s claim of any interest in the Mitigation Credits, which is the benefit conferred on Ginn Co. by Debtor, inequitable unless Ginn Co. pays the value of the Mitigation Credits to Debtor.

46. To the extent that Ginn Co. claims some interest in the Mitigation Credits, Ginn Co. was unjustly enriched by virtue of Debtor's payment of all of the consideration used to purchase the Mitigation Credits.

WHEREFORE, Trustee Dillworth respectfully requests this Court to enter judgment on

Count III in favor of Trustee Dillworth and against Ginn Co.:

- A. Granting money damages in favor of Trustee Dillworth and against Ginn Co. in the amount Debtor paid for the Mitigation Credits;
- B. Awarding Trustee Dillworth attorneys' fees and/or costs to the extent permitted under applicable law; and
- C. Granting any other and further relief that is just and proper.

**COUNT IV-IMPOSITION OF AN EQUITABLE
LIEN ON THE MITIGATION CREDITS UNDER FLORIDA LAW**

47. Trustee Dillworth sues Ginn Co. for imposition of an equitable lien against the Mitigation Creditors under applicable Florida state law. Trustee Dillworth re-alleges the allegations in paragraphs 1 through 27 as if fully set forth in Count IV.

48. Trustee Dillworth is the legal title holder of all of the Quail West Debtors' Estates' property not previously conveyed by Court Order.

49. Ginn Co. claims an interest in the Mitigation credits under inequitable circumstances because it did not pay any portion of the consideration used to purchase the Mitigation Credits, rather Debtor did.

50. As a beneficiary of the Mitigation Credits under its alleged interest, and having, through its principals, dominated and controlled the assets of Debtor by making Debtor pay for the Mitigation Credits, Ginn Co. knew or should have known that receiving any interest in the Mitigation Credits without paying any portion of the consideration for them, and when Debtor paid for them, was improper.

51. To the extent that Ginn Co. possesses any interest in the Mitigation Credits, such interest was obtained through its inequitable conduct in causing Debtor to pay all of the

consideration used to purchase the Mitigation Credits.

52. Considerations of right and justice in this case compel the imposition of an equitable lien against the Mitigation Credits in favor of Debtor.

53. Trustee Dillworth is without an adequate remedy at law.

WHEREFORE, Trustee Dillworth respectfully requests this Court to enter judgment on Count IV in favor of Trustee Dillworth and against Ginn Co.:

A. Imposing an equitable lien upon the Mitigation Credits;

B. Awarding Trustee Dillworth attorneys' fees and/or costs to the extent permitted under applicable law; and

C. Granting any other and further relief that is just and proper.

COUNT V-IMPOSITION OF A CONSTRUCTIVE TRUST ON THE MITIGATION CREDITS UNDER FLORIDA LAW

54. Trustee Dillworth sues Ginn Co. for imposition of a constructive trust against the Mitigation Credits under applicable Florida state law. Trustee Dillworth re-alleges the allegations in paragraphs 1 through 27 as if fully set forth in Count V.

56. Trustee Dillworth is the legal title holder of all of the Quail West Debtors' Estates' property not previously conveyed by Court Order.

57. The Mitigation Credits are an identifiable *res*.

58. Any interest Ginn Co. possesses in the Mitigation Credits, Ginn Co. retains under inequitable circumstances because it did not pay any portion of the consideration for the Mitigation Credits, rather Debtor did.

59. As a beneficiary of the Mitigation Credits under its alleged interest, and having, through its principals, dominated and controlled the assets of Debtor by making Debtor pay for

the Mitigation Credits, Ginn Co. knew or should have known that receiving any interest in the Mitigation Credits without paying any portion of the consideration for them, and when Debtor paid for them, was improper.

60. To the extent that Ginn Co. possesses any interest in the Mitigation Credits, such interest was obtained through its inequitable conduct in causing Debtor to pay all of the consideration used to purchase the Mitigation Credits.

61. Trustee Dillworth is without an adequate remedy at law.

WHEREFORE, Trustee Dillworth respectfully requests this Court to enter judgment on Count V in favor of Trustee Dillworth and against Ginn Co.:

- A. Imposing a constructive trust upon the Mitigation Credits;
- B. Awarding Trustee Dillworth attorneys' fees and costs to the extent permitted under applicable law; and
- C. Granting any other and further relief that is just and proper.

Dated: September 17, 2010.

Respectfully submitted,

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EXHIBIT A

AGREEMENT FOR SALE OF MITIGATION BANK CREDITS

THIS AGREEMENT, (“**AGREEMENT**”) by and between, THE GINN COMPANY, its successors and assigns (where permitted) (“**DEVELOPER**”), and SOUTHWEST FLORIDA WETLANDS J.V., a Florida partnership DBA as Panther Island Mitigation Bank (“**PIMB**”).

RECITALS:

Whereas, **DEVELOPER** intends to develop certain real properties located in Collier or Lee County, Florida, as more particularly described in Exhibit “A” attached to and made a part of this **AGREEMENT** (“**PROPERTY**”); and

WHEREAS, **DEVELOPER** has applied or will apply for its U.S. Army Corp of Engineers (“**ACOE**”) Permit (“**ACOE PERMIT**”) and South Florida Water Management District (“**SFWMD**”) Permit (“**SFWMD PERMIT**”) collectively referred to as Permits (“**PERMITS**”) to undertake dredge and fill activities on the **PROPERTY**; and

WHEREAS, **PIMB** is the developer of Panther Island Mitigation Bank, a 2778 acre wetlands restoration and enhancement project (the “**MITIGATION BANK**”) on land within Collier County, Florida (the “**BANK LANDS**”) pursuant to the **MITIGATION BANKING INSTRUMENT** DA Project No. 199705332 (“**PIMB INSTRUMENT**”) issued to **PIMB** on April 23, 1999, and **SFWMD ENVIRONMENTAL RESOURCE PERMIT NO. 11-00002-M** (“**PIMB SFWMD PERMIT**”) issued to **PIMB** on March 11, 1999, and such subsequent **PIMB INSTRUMENT** and **PIMB SFWMD PERMIT** Modifications as issued or may be issued from time to time; and

WHEREAS, **DEVELOPER** will be required by **ACOE** and **SFWMD** to provide certain wetland mitigation (“**DEVELOPER’S MITIGATION OBLIGATION**”) off-site to compensate for impacts to **ACOE** and **SFWMD** jurisdictional wetlands on the **PROPERTY** pursuant to the

PERMITS issued or to be issued by the ACOE and SFWMD; and

WHEREAS, it is the intent of PIMB to offer DEVELOPER the opportunity to satisfy DEVELOPER'S MITIGATION OBLIGATION through the acquisition of Mitigation Bank Credits ("CREDITS") from PIMB; and

WHEREAS, it is the intent of the parties to obtain the necessary ACOE and SFWMD approval(s) that will authorize the transfer of DEVELOPER'S MITIGATION OBLIGATION to PIMB or the parties have obtained said approval(s) and

WHEREAS, PIMB shall assist DEVELOPER and DEVELOPER'S consultants to obtain all necessary ACOE and SFWMD approval(s) or PERMIT(S) to permit the proposed transfer of DEVELOPER'S MITIGATION OBLIGATION to BANK LANDS; and

WHEREAS, DEVELOPER is desirous of entering into an AGREEMENT with PIMB to have PIMB satisfy DEVELOPER'S MITIGATION OBLIGATION off-site in BANK LANDS; using 12.0 CREDITS; and

WHEREAS, in consideration of DEVELOPER receiving the benefits of the CREDITS and the right to transfer DEVELOPER'S MITIGATION OBLIGATION as described herein, DEVELOPER agrees to make payment(s) as described herein and evidences such obligation by its execution of this AGREEMENT.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration enumerated in this AGREEMENT, the receipt and sufficiency of which is hereby acknowledged, DEVELOPER and PIMB covenant and agree as follows:

1. RECITATIONS

1.1. The aforesaid recitations are true and correct and are incorporated herein by reference.

2. MITIGATION OBLIGATION

2.1. PIMB hereby agrees to perform wetlands mitigation offsite on BANK LANDS as required to transfer DEVELOPER'S MITIGATION OBLIGATION to PIMB in connection with development of the PROPERTY pursuant to the ACOE PERMIT and the SFWMD PERMIT. PIMB'S obligations under this AGREEMENT are conditioned upon the following:

2.1.1 PIMB and DEVELOPER shall receive SFWMD approval, execution and delivery of the following: (a) AGREEMENT for Transfer of Mitigation and Implementation Plan Obligations ("AGREEMENT FOR TRANSFER") as described in Section 4 of this AGREEMENT and as more particularly described in Exhibit "B" attached to and made a part of this AGREEMENT; and (b) SFWMD and ACOE approval, execution and delivery of PIMB Credit Ledger Sheet(s) ("CREDIT LEDGER") more particularly described in Exhibit "C" attached to and made a part of this AGREEMENT. In the event SFWMD require a different form of AGREEMENT FOR TRANSFER or SFWMD and/or ACOE require a different form of PERMIT(S) that achieves the objectives of this AGREEMENT, then such different form(s) shall be executed by the parties and shall be deemed to satisfy the requirements of Sections 2 and 4 of this AGREEMENT.

2.1.2 DEVELOPER shall secure, no later than Ninety (90) days from the Effective Date of this AGREEMENT as to SFWMD (and no later than 180 days from the Effective Date of this AGREEMENT as to the ACOE the necessary approval of the plan(s) (or the issuance of a PERMIT or PERMITS approving such plan) to provide for the transfer of the DEVELOPER'S

MITIGATION OBLIGATION to PIMB pursuant to this AGREEMENT. Those approval(s) sufficient to satisfy all conditions of this Section 2.1.2 shall be in substantially the same form as the draft Approvals more particularly described in Exhibit "D" attached to and made part of this AGREEMENT (the "APPROVAL(S)"). In the event ACOE and/or SFWMD issues another form of APPROVAL Letter or issues a PERMIT(S) or sign(s) the CREDIT LEDGER authorizing the transfer of DEVELOPER'S MITIGATION OBLIGATION called for in this AGREEMENT, such APPROVAL(S) or PERMIT(S) shall satisfy the requirements of this Section 2.1.2. The time periods provided for in this Section may be extended in accordance with the modification provisions in Section 19 of this AGREEMENT.

3. PAYMENT FOR MITIGATION

3.1. As payment for the transfer of DEVELOPER'S MITIGATION OBLIGATION to PIMB, DEVELOPER shall pay PIMB the sum of Four Hundred Eight Thousand dollars and no cents (\$408,000.00) by depositing amounts as follows:

3.1.1 Simultaneously with the full execution of this AGREEMENT by DEVELOPER and PIMB, DEVELOPER shall deposit directly with SOUTHWEST FLORIDA WETLANDS, J.V., the sum of One Hundred Twenty-Two Thousand Four Hundred dollars and no cents (\$122,400.00). Except as otherwise provided in this AGREEMENT this Deposit shall be refunded to DEVELOPER in full in the event ACOE and SFWMD, through no fault of DEVELOPER, fail to deliver the required APPROVAL(S) and PERMIT(S) within the time frames set forth in this AGREEMENT or any agreed upon extension of such periods. Such refund of Deposit shall be made within ten (10) business days after PIMB receives a written request from DEVELOPER; provided, however, DEVELOPER shall not be entitled to receive such refund until

the agency which debited CREDITS from the CREDIT LEDGER has released those CREDITS back to PIMB's account.

3.1.2 No later than ten (10) days after the issuance of an Approval to DEVELOPER and PIMB from either the ACOE or SFWMD as set forth in this AGREEMENT or issuance of either PERMIT authorizing the transfer of MITIGATION OBLIGATION as set forth in this AGREEMENT, the DEVELOPER shall pay PIMB, the additional sum of Two Hundred Eighty-Five Thousand Six Hundred dollars and no cents (\$285,600.00) required as the additional payment for the transfer. In the event of the issuance of SFWMD APPROVAL and/or SFWMD PERMIT but the failure of the DEVELOPER through no fault of its own, to secure the ACOE APPROVAL and/or issuance of the ACOE PERMIT in the time frame required by this AGREEMENT and as contemplated in Exhibit "D", then DEVELOPER's payments under this AGREEMENT shall be refunded to DEVELOPER no later than ten (10) days following receipt by PIMB from DEVELOPER of a written request for such refund; provided, however, DEVELOPER shall not be entitled to receive such refund until the SFWMD which debited CREDITS from the CREDIT LEDGER has released those CREDITS back to PIMB's account.

3.2. In the event DEVELOPER fails to pay the balance of the consideration as required within the time set forth in this AGREEMENT, PIMB shall have no obligation to commence or complete any of the mitigation activities, including the transfer of CREDITS set forth in the APPROVAL(S) from ACOE and/or SFWMD and neither party shall have any further liability under this AGREEMENT and PIMB shall be entitled to retain the deposit in full.

3.3. The number of CREDITS required to satisfy the MITIGATION OBLIGATION is based solely on determinations by the SFWMD and ACOE and are beyond the control of PIMB. It is currently contemplated in this AGREEMENT that 12.0 CREDITS will be required. However,

there is the possibility that the mitigation requirements of SFWMD and/or ACOE may change, due to factors not known at this time. If the mitigation requirement by either SFWMD or ACOE exceeds 12.0 CREDITS, PIMB is obligated to provide to DEVELOPER such additional CREDITS as may be required and DEVELOPER shall pay PIMB the additional required amount of Thirty-Four Thousand dollars and no cents (\$34,000.00) per additional CREDIT or pro rata portion thereof; provided, however, that PIMB's obligation under this Section is contingent upon the existence and availability of such additional CREDITS. The additional sums under this Section shall be added to the amounts due under this AGREEMENT and shall be paid as provided in Section 3.1.2. In the event that less than 12.0 CREDITS are required by both SFWMD and ACOE, DEVELOPER shall be charged at the highest number of CREDITS required by SFWMD or ACOE at the rate of Thirty-Four Thousand dollars and no cents (\$34,000.00) per CREDIT or pro rata share thereof.

4. FINAL TRANSFER

4.1. No later than ten (10) days after the issuance of the APPROVAL(S) or the PERMIT(S) as described in Section 2.1.2 of this AGREEMENT, as required by each applicable agency, DEVELOPER and PIMB shall each execute the AGREEMENT FOR TRANSFER and sign the CREDIT LEDGER to be submitted to the SFWMD and execute and sign the CREDIT LEDGER to be submitted to the ACOE for their execution.

4.2. The sale of CREDITS shall be considered complete and shall have been fully earned and all sums paid pursuant to Section 3 of this AGREEMENT shall be deemed nonrefundable upon receipt by DEVELOPER of an AGREEMENT FOR TRANSFER and CREDIT LEDGER fully executed by SFWMD, DEVELOPER and PIMB and receipt by DEVELOPER of CREDIT LEDGER fully executed by and delivered to ACOE, DEVELOPER and PIMB, each absolutely and

irrevocably transferring DEVELOPER'S MITIGATION OBLIGATION to PIMB. The term "executed" as used in this Section shall mean the SFWMD AGREEMENT FOR TRANSFER and the ACOE and SFWMD CREDIT LEDGER has been executed and delivered acknowledging in writing that PIMB has assumed DEVELOPER'S MITIGATION OBLIGATION as set forth in this AGREEMENT, and that DEVELOPER and the PROPERTY are completely and irrevocably released from the DEVELOPER'S MITIGATION OBLIGATION as stated herein and that ACOE and SFWMD will thereafter look solely to PIMB to meet the requirements of DEVELOPER'S MITIGATION OBLIGATION undertaken pursuant to the terms of this AGREEMENT. The AGREEMENT FOR TRANSFER may be executed in several counterparts, each of which shall constitute an original. In the event SFWMD and/or ACOE issue a PERMIT(S) or sign the CREDIT LEDGER approving the complete and final transfer of CREDITS and the MITIGATION OBLIGATION as intended by this AGREEMENT without execution of an AGREEMENT FOR TRANSFER or sign the CREDIT LEDGER as set forth above, then the sale of CREDITS shall be considered complete and the AGREEMENT OF TRANSFER or signed CREDIT LEDGER shall not be required under this Section 4.2 for that agency issuing the AGREEMENT OF TRANSFER or, PERMIT(S) or the CREDIT LEDGER.

4.3. In the event ACOE and/or SFWMD require that CREDITS be debited from the PIMB CREDIT LEDGER prior to issuance of the PERMIT(s) or subsequent to the issuance of the PERMIT(S) according to said PERMIT(S) condition(s), payment will be made to PIMB by DEVELOPER no later than 10 days from the date of such debit.

5. PIMB OBLIGATIONS

5.1. Pursuant to the terms of this AGREEMENT, it shall be the obligation of PIMB (in addition to any other obligations contained in this AGREEMENT) to provide the CREDITS in

accordance with the PIMB INSTRUMENT and PIMB SFWMD PERMIT and those AGREEMENT(S), APPROVAL(S) and PERMIT(S) authorizing the transfer of DEVELOPER'S MITIGATION OBLIGATION.

6. **DEVELOPER'S OBLIGATIONS**

6.1. DEVELOPER shall pay for the services of its consultants relative to those DEVELOPER APPROVAL(S) required by this AGREEMENT and DEVELOPER shall also pay for all of its license, application and modification fees required to complete the transfer of DEVELOPER'S MITIGATION OBLIGATION under this AGREEMENT.

6.2. In the event DEVELOPER undertakes itself or through consultants to apply for all necessary PERMITS, DEVELOPER shall provide PIMB a copy of the PERMIT application(s) and accompanying documents, if any, submitted with regard to such application(s) within five (5) days of applying for all necessary PERMITS. In the event DEVELOPER has applied for all necessary PERMITS prior to execution of this AGREEMENT, such PERMIT(s) applications and accompanying documents submitted with regard to such application(s), if any, shall be attached as an Exhibit(s) to this AGREEMENT at the time of execution.

6.3. In the event DEVELOPER applies for PERMIT(s) modification(s) during the effective period of this AGREEMENT, DEVELOPER shall provide PIMB a copy of the PERMIT(s) modification application(s) and accompanying documents, if any, within 5 days of applying for such modification(s). In the event DEVELOPER has applied for PERMIT(s) modification(s) prior to execution of this AGREEMENT, such PERMIT(s) modification(s) application(s) and accompanying documents, if any, shall be attached as an Exhibit(s) to this AGREEMENT at the time of execution.

6.4. In the event DEVELOPER has already received PERMIT(s) approval(s) and/or PERMIT(s) modification approval(s), DEVELOPER shall provide copies of any and all documents pertaining to such approval(s) and/or PERMITS to PIMB, by attaching such documents as an Exhibit(s) to this AGREEMENT at the time of execution.

6.5. As a condition subsequent to the completion of this AGREEMENT and the sale of the CREDITS hereunder, DEVELOPER shall complete any and all obligations under the required Permit(s).

6.6. DEVELOPER shall use those CREDITS that are the subject of this AGREEMENT only on the PROPERTY and shall not assign, sell or otherwise transfer the CREDITS or any part thereof to any other Site or Location without the express written approval of PIMB, which approval may be withheld at PIMB's sole and absolute discretion.

6.7. DEVELOPER shall not assign this contract to any other party without notification to PIMB and express written approval by PIMB, which approval may be withheld at PIMB's sole and absolute discretion.

7. DEFAULT

7.1. In the event DEVELOPER defaults under this AGREEMENT, DEVELOPER shall have ten (10) days from its receipt of written notification of default from PIMB within which to cure any such default(s). In the event default(s) are not cured within the ten (10) day time frame, PIMB may elect to: (i) cancel this AGREEMENT; (ii) retain any and all amounts deposited made by DEVELOPER pursuant to this AGREEMENT, (iii) notify the ACOE and SFWMD that the AGREEMENT has been canceled; or (iv) notify DEVELOPER of PIMB'S intent to cancel the AGREEMENT, and notify the ACOE and SFWMD of PIMB'S intent to cancel the AGREEMENT.

8. CONFIDENTIALITY

8.1. The financial agreements contained in this AGREEMENT, and specifically, the costs incurred by any party under this AGREEMENT, shall remain confidential except that same may be disclosed by PIMB in fulfillment of its financial obligations under agreement(s) with its lenders and under other trust agreement(s), and except as required by DEVELOPER'S lender(s), provided, however, that such information shall only be disclosed to DEVELOPER'S lender(s) with the proviso that such information is confidential and may not be disclosed to third parties not related to the financing of the PROPERTY. Notwithstanding the foregoing, the terms of this AGREEMENT may be disclosed by a party to either the SFWMD or ACOE requiring same in order for such disclosing party to fulfill its obligations under this AGREEMENT.

9. PUBLIC RELATIONS

9.1. PIMB and DEVELOPER shall have the right, in their sole discretion, to publicize the non-monetary terms of this AGREEMENT and the name of DEVELOPER or any successor or assign which may undertake the development on the PROPERTY except as limited by the confidentiality provisions of Section 8 above.

10. NOTICES

10.1. Notices or other communications under this AGREEMENT by either party to the other shall be given or delivered sufficiently if they are in writing and are delivered personally, or are dispatched by registered or certified mail, postage pre-paid, or facsimile, addressed or delivered to the other party as follows:

As to DEVELOPER:

The Ginn Company

Attention: Bobby Masters, Executive Vice President

1 Hammock Beach Parkway

Palm Coast, Florida 32137

As to PIMB:

Southwest Florida Wetlands Joint Venture

Attention: David L. John, P.E., C.E.P., Authorized Agent

3215 NW 10th Terrace, Suite 209

Fort Lauderdale, Florida 33309

11. PERSONS BOUND/ASSIGNMENT

11.1. The benefits and obligations of the covenants herein shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

12. RESTRICTION ON RECORDATION

12.1. Neither this AGREEMENT nor any notice, memorandum nor notation thereof shall be recorded by any party hereto in the Public Records of Collier County, Florida or of any other county in the State of Florida. This AGREEMENT shall impose no lien, charge or encumbrance upon the Property.

13. TAXES OR ASSESSMENTS

13.1. It is contemplated by the parties hereto that this AGREEMENT and the services to be provided hereunder are not subject to State of Florida sales tax, documentary stamp tax, intangible tax or any other tax or assessment. In the event it is determined that any such tax does apply to this transaction, then it is understood and agreed that such tax is the obligation of PIMB. In the event a

new sales tax, documentary stamp tax, intangible tax or any other tax obligation is created by State Statute, Rule or Regulation after this AGREEMENT has been executed by both parties, the new tax or assessment shall become the responsibility of DEVELOPER.

14. ATTORNEY'S FEES

14.1. In the event of litigation between the parties hereto, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, paralegal's fees including appellate and post-judgment proceedings and all costs thereof.

15. FINAL AGREEMENT

15.1. This instrument embodies the whole AGREEMENT of the parties hereto and there are no promises, terms, conditions or obligations between the parties other than those herein contained. This AGREEMENT shall supersede all previous communications, discussions, representations, advertisements, proposals or AGREEMENTS either verbal or written, between the parties hereto and not contained herein. No deviation from the terms hereof shall be predicated upon any prior representations or AGREEMENTS, whether oral or written.

16. EFFECTIVE DATE

16.1. The effective date of this AGREEMENT shall be the day upon which the last of the parties hereto shall have executed this AGREEMENT.

17. INTERPRETATION

17.1. This AGREEMENT shall be interpreted as drafted by both parties hereto equally, and no rule of strict construction shall be applied against any party.

18. CAPTIONS

18.1. The captions are included for convenience only and shall be given no legal effect whatsoever.

19. MODIFICATION

19.1. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless agreed to by both parties and contained in a written document executed with the same formality and of equal dignity herewith.

20. CHOICE OF LAWS; VENUE

20.1. This AGREEMENT shall be governed by the laws of the State of Florida, and in the event of litigation between or among the parties' venue for any such litigation shall be in Collier County, Florida.

21. PARTIAL INVALIDITY AND SEVERABILITY

21.1. Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law for any reason, such a determination shall not render void, invalid or unenforceable any other section or any part of any other section of this AGREEMENT, provided, however, that the parties receive the full consideration bargained for hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates written below their signatures. Signed, sealed and delivered:

WITNESS:

THE GINN COMPANY

Eileen P. Coleman

Print Name: Eileen P. Coleman

By: Robert F. Masters

Robert F. Masters
Bobby Master, Executive Vice President

Date: 06/15/05

Joan M. Wilms

Print Name: JOAN M. WILMS

WITNESS:

SOUTHWEST FLORIDA WETLANDS J.V.,

a Florida partnership

Jamaal Jue

Print Name: Jamaal Jue

By: David L. John

David L. John, Authorized Agent

6.20.05

Print Name: 6.20.05

Date: 6.20.05

EXHIBIT "A"

Legal Description

TO BE PROVIDED BY DEVELOPER

EXHIBIT "A"

Legal Description
COLLIER COUNTY

64-2004-4924

PARCEL 1:

All of Burnham Road, according to plat in Plat Book 20, Pages 51 & 52, LESS AND EXCEPT Tract A, Public Records of Collier County, Florida.

PARCEL 2:

All of Quail West Unit One Replat, according to plat in Plat Book 21, Pages 84 to 106, inclusive, LESS AND EXCEPT that portion of Lot 1 described in O. R. Book 2710, Page 3268, Lots 2 – 7, 9 – 20, 23, 25, 27, 30 – 61, Lots 1 – 12, Block D, Lots 1 – 4, Block E, Lots 1 – 6, Block F, Tracts F2, F4 F5 & F 6, Public Records of Collier County, Florida.

PARCEL 3:

All of Quail West Unit One, Replat Blocks E and F, First Addition, according to plat in Plat Book 22, Pages 34 and 35, LESS AND EXCEPT Lots 7 – 10, Block E and Lots 7 – 12, 14 – 22 & 27, Block F, Public Records of Collier County, Florida.

PARCEL 4:

All of Quail West Unit One, Replat Blocks G and H, according to plat in Plat Book 22, Pages 36 and 37, LESS AND EXCEPT Lots 2 – 14 & 16, Block G and Lots 2 & 5 – 12, Block H, Public Records of Collier County, Florida.

PARCEL 5:

All of Quail West Unit One, Replat Block C, according to plat in Plat Book 24, Pages 37, 38 & 39 LESS AND EXCEPT Lots 1 – 4 & 30, Public Records of Collier County, Florida.

PARCEL 6:

All of Quail West Unit One, Replat Block A, according to plat in Plat Book 27, Page 10, 11 & 12 LESS AND EXCEPT Lots 2 & 3, Public Records of Collier County, Florida.

PARCEL 7:

All of Quail West Unit One, Replat Block B, according to plat in Plat Book 28, Pages 75 & 76 LESS AND EXCEPT Lot 4, Public Records of Collier County, Florida.

PARCEL 8:

All of Quail West Unit One, Replat Block C Second Addition, according to plat in Plat Book 29, Pages 65, 66 & 67 LESS AND EXCEPT Lots 12 – 27, Public Records of Collier County, Florida.

PARCEL 9:

All of Quail West Phase III, Unit One, according to plat in Plat Book 30, Pages 91, 92 & 93 LESS AND EXCEPT Lots 36 – 51, Block M, Public Records of Collier County, Florida.

PARCEL 10:

All of Quail West Phase III, Unit Two, according to plat in Plat Book 34, Pages 63, 64 & 65 LESS AND EXCEPT Lots 52 – 64, Block M, Public Records of Collier County, Florida.

PARCEL 11:

All of Quail West Phase III, Unit Three, according to plat in Plat Book 37, Pages 41 to 45 inclusive, LESS AND EXCEPT Lots 65 – 80, Block M, Public Records of Collier County, Florida.

PARCEL 12:

All of Quail West Phase III, Unit Four, according to plat in Plat Book 37, Pages 73 to 76 inclusive, LESS AND EXCEPT Lot 4, Block K and Lots 81 – 90, Block M, Public Records of Collier County, Florida.

PARCEL 13:

All of Quail West Phase III, Unit Five, according to plat in Plat Book 39, Pages 34 to 47 inclusive, Public Records of Collier County, Florida.

PARCEL 14:

All of Quail West Phase III, Unit Six, according to plat in Plat Book 40, Pages 6 to 11 inclusive, LESS AND EXCEPT Lots 14, 15, 19, 36 and 37, Block K, Public Records of Collier County, Florida.

EXHIBIT A/ LEE COUNTY

PARCEL 15

All of QUAIL WEST, PHASE II, UNIT 1, according to the plat recorded in Plat Book 56, Pages 69 through 81, Public Records of Lee County, Florida, LESS AND EXCEPT Lots J4, J5, J6, J7, J8, J9, J11, J12, J17, J18, J19, J20, J22, J23, J24, J25 and J26, in Block 1 and Lots J29 through J46, inclusive in Block 2 and Lot J56 in Block 3. ALSO LESS AND EXCEPT that portion of Tract F as replatted in Quail West, Phase II, Unit 2 recorded in Plat Book 60, Pages 36 through 39 and in Quail West, Phase II, Unit 3, recorded in Plat Book 70, Pages 98 through 101, Public Records of Lee County, Florida.

PARCEL 16

All of QUAIL WEST, PHASE II, UNIT 2, according to the plat recorded in Plat Book 60, Pages 36 through 39, Public Records of Lee County, Florida. LESS AND EXCEPT Lots J65, J66, J67, J68 and J69 in Block 4, and Lots J77, J78, J83, J84, J85 and Lots J91 through J113 and Lots J117 and J118 in Block 3.

PARCEL 17

All of QUAIL WEST, PHASE II, UNIT 3, according to the plat recorded in Plat Book 70, Pages 98 through 101, Public Records of Lee County, Florida.

EXHIBIT "B"

AGREEMENT FOR TRANSFER

This agreement and acknowledgment of Transfer of Mitigation and Implementation Plan obligations, executed by and between South Florida Water Management District (SFWMD); _____ (DEVELOPER) and Southwest Florida Wetlands Joint Venture ("SFWJV") shall read as follows:

WITNESSETH

In consideration of the covenants and conditions recited herein, the parties agree as follows:

1. SFWMD, by execution of this Agreement, agrees to the assumption of _____ credits of mitigation requirement of DEVELOPER for impacts to wetlands as set forth in SFWMD Permit No. _____, Special Condition No. ____ and further acknowledges and agrees that upon the execution of the Agreement by SFWJV, DEVELOPER and SFWMD and delivery to SFWMD of a copy of this executed Agreement, that all obligations with respect to this mitigation obligation, shall be the sole obligation of SFWJV as authorized by SFWMD SFWJV Permit No. 11-00002-M and subsequent permit modifications. SFWJV shall assume _____ credits for this transferred obligation.

2. SFWJV accepts the mitigation obligations so transferred and agrees to perform the mitigation as described below.

3. The mitigation transferred is described in SFWMD Permit No. _____, Special Condition No. ____ the requirement to provide mitigation for impacts to jurisdictional wetlands. This mitigation transfer comprises the purchase of _____ credits of mitigation from SFWJV. SFWJV accepts the obligation to perform mitigation equivalent to that described herein. As condition of SFWMD Permit No. 11-00002-M, SFWJV agrees to assume all liability and responsibility concerning the above mitigation. This Implementation Plan enables SFWJV to construct the equivalent mitigation of _____ credits of SFWJV Land in accordance with its approved master plan and permit.

4. SFWMD agrees that upon receipt of an executed copy of this Agreement transferring obligations to SFWJV that SFWMD shall look solely to SFWJV for performance under Permit for purposes of compliance with these wetland mitigation requirements, and shall hold DEVELOPER, its successors and assigns, harmless with respect to compliance with the transferred wetland mitigation requirements as stated in the Permit and in the event of default pursuant to these wetland mitigation requirements of the Permit, SFWMD shall have no recourse against DEVELOPER.

5. Upon execution of this Agreement by SFWJV, SFWJV shall forward an original of same to SFWMD acknowledging and agreeing to the transfer of the cited mitigation obligations from DEVELOPER to SFWJV and SFWJV does, by execution of this Agreement, agree to comply with and perform DEVELOPER'S obligations for providing mitigation as set forth in SFWMD Permit No. _____, Special Condition No. ____ as offset by their purchase of _____ credits.

6. The SFWMD agrees that mitigation credits are immediately available to DEVELOPER and that all conditions relating to providing the transferred mitigation of SFWMD Permit No. _____, Special Condition No. ____ are satisfied.

7. SFWJV hereby authorizes SFWMD to debit _____ Credits from SFWJV Mitigation Bank Credit Ledger Account - Permit No. 11-00002-M.

8. SFWMD acknowledges and represents that the individual executing this Agreement on its behalf has been designated to act for SFWMD and that his/her signature shall be binding on SFWMD.

IN WITNESS WHEREOF, the parties have set their hands and seals as set forth below.

Witnesses:

Print Name: _____

By: _____

Dated: _____

Print Name: _____

Southwest Florida Joint Venture

Print Name: _____

By: _____
David L. John, P.E., C.E.P., Principal

Dated: _____

Print Name: _____

South Florida Water Management District

Print Name: _____

By: _____

Dated: _____

Print Name: _____

EXHIBIT "D"
DEPARTMENT OF THE ARMY PERMIT

Permittee:

Permit No.

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

Project Location:

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on _____. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The attached Specific Conditions of Water Quality Certification/Permit number _____ issued by the South Florida Water Management District (SFWMD) on _____, address most of the conditions that the District Engineer (DE) has determined are necessary to satisfy legal and public interest requirements for issuance of this permit. Therefore, all of the

SWFWMD permit specific conditions are hereby incorporated into this Department of the Army (DA) permit.

2. Within 30 days of the initiation of construction, the permittee shall written confirmation that credits have been obtained from the Panther Island Mitigation Bank.

3. During construction, the permittee shall adhere to the protection measures for the eastern indigo snake that are included with this permit document as Attachments " A" and " B" .

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as

those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

(DISTRICT ENGINEER)

(DATE)

Colonel, U.S. Army



FORM 10115
Rev. 05/95

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO.
DATE ISSUED:**

PERMITTEE:

PROJECT DESCRIPTION:

PROJECT LOCATION:

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. _____, dated _____. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES	2 - 2	OF	5	(10 SPECIAL CONDITIONS).
SEE PAGES	3 - 5	OF	5	(19 GENERAL CONDITIONS).

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

ON _____

BY _____
DEPUTY CLERK

By _____
ASSISTANT SECRETARY

SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: 10.75 FEET NGVD.
2. MINIMUM PARKING LOT ELEVATION: 8.5 FEET NGVD.
3. DISCHARGE FACILITIES:
 - 1-.25' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 5' NGVD.
 - 88 LF OF 1.5' DIA. REINFORCED CONCRETE PIPE CULVERT.
 - RECEIVING BODY : ROADSIDE SWALE
 - CONTROL ELEV : 5 FEET NGVD. /5 FEET NGVD DRY SEASON.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
8. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF
9. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
	SUBMIT DOCUMENTATION OF PURCHASE OF MITIGATION CREDITS
10. PRIOR TO CONSTRUCTION AND NO LATER THAN _____, THE PERMITTEE SHALL PROVIDE THE DISTRICT WITH A LETTER OF COMMITMENT FROM THE PANTHER ISLAND MITIGATION BANK (SFWMD PERMIT NO. _____) DEMONSTRATING THAT THE BANK HAS CREDITS AVAILABLE AND THE PERMITTEE HAS PURCHASED _____ CREDITS AS MITIGATION TO OFFSET THE _____ ACRES OF WETLAND IMPACTS.

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST

FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.

8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.

13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.; ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

ENVIRONMENTAL RESOURCE PERMIT

CHAPTER 40E-4 (10/95)

40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.415, 373.419, 373.426 F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-86, 4/20/94, 10-3-95

COMPOSITE EXHIBIT B

GINN-LA QUAIL WEST LTD., LLLP

S100956

Southwest Florida Wetlands, JV

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS	BALANCE		
11-23-05	Bal Due	Wetland Miti Bank Crec	285600.00	.00	285600.00		
CHECK DATE	12-08-05	CHECK NUMBER	1167	TOTAL >	285600.00	.00	285600.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

GINN-LA QUAIL WEST LTD., LLLP

215 CELEBRATION PLACE
SUITE 200
CELEBRATION, FL 34747

(321) 939-4700

WACHOVIA BANK, N.A.

63-751
831

DATE: December 8, 2005
CHECK NO.: 1167
AMOUNT: \$****285,600.00

PAY *****Two hundred eighty-five thousand six hundred dollars and no cents

PAY TO THE ORDER OF: Southwest Florida Wetlands, JV
3215 NW 10th Terrace
Suite 209
Ft. Lauderdale, FL 33309



THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈00001167⑈ ⑆063107513⑆ 2000023657768⑈

FILE COPY

1015

GINN-LA QUAIL WEST LTD., LLLP
CELEBRATION, FL 34747

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE		
6-15-05	Deposit	Quail West	122400.00	.00	122400.00		
CHECK DATE	6-15-05	CHECK NUMBER	1015	TOTALS	122400.00	.00	122400.00

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

GINN-LA QUAIL WEST LTD., LLLP
215 CELEBRATION PLACE • SUITE 200
CELEBRATION, FL 34747
(321) 939-4700

WACHOVIA BANK, N.A.

63-751
631

1015

Pay: *****One hundred twenty-two thousand four hundred dollars and no cents

DATE
June 15, 2005

CHECK NO. AMOUNT
1015 \$****122,400.00

PAY
TO THE
ORDER
OF

Southwest Florida Wetlands, JV
3215 NW 10th Terrace
Suite 209
Ft. Lauderdale, FL 33309

W. Laubrey

⑈001015⑈ ⑆063107513⑆ 2000023657768⑈

new contract

12.0 cr. @ \$34,000/cr = \$408,000

30% Deposit = <122,400>

Bal. Due \$285,600