

BOARD OF COUNTY COMMISSIONERS


AGENDA REVIEW SHEET

AGENDA: Resolution and Deed of Conservation Easement for Local Governments
for Wetland Mitigation related to the Wickham and Pineda Intersection
Improvement Project – District 2 and District 4

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Lucy Hamelers / Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>5-23-25</u>
COUNTY ATTORNEY Greg Hughes Assistant County Attorney	 _____	_____	<u>6/3/2025</u>

RESOLUTION NO. 25-_____

**RESOLUTION PURSUANT TO SECTION 704.06, FLORIDA
STATUTES AND FLA. ADMIN. CODE R. 62-330.301 (6) FOR
CONSERVATION EASEMENTS; CREATION; ACQUISITION;
ENFORCEMENT .**

RECITALS

WHEREAS, Brevard County, Florida (County), a political subdivision of the State of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as "COUNTY," owns and maintains certain right-of-way and related infrastructure as depicted in the location map in Exhibit "A" (hereinafter the "Intersection"); and

WHEREAS, the County desires to perform intersection improvements for the intersection shown on Exhibit A and located at Wickham Road and Pineda Causeway of which certain improvements require a permit from St. Johns River Water Management District (SJRWMD); and

WHEREAS, as a condition of the permit, the County is required to mitigate wetland impacts by providing a 5.36 acre conservation easement to SJRWMD; and

WHEREAS, the County owns certain real property described in "Exhibit B" and has used this property previously for mitigation for other County projects; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA that:

1. The recitals above are true and correct, and incorporated herein.
2. The COUNTY finds that the parcel at Exhibit "B" is needed for mitigation purposes in order to perform the planned intersection improvements.
3. Pursuant to section 704.06, Florida Statutes, and Section 2.10.1 of the Brevard County Code of Ordinances, the COUNTY authorizes the Chair to execute the Deed of Conservation Easement for Local Governments.
4. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED, and ADOPTED in Regular Session this 8th day of July, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk of the Court

BY: _____
Rob Feltner, Chairman

As approved by the Board on 07/8/2025



July 2, 2025

Wetlands



- | | | |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland | Lake |
| Estuarine and Marine Wetland | Freshwater Forested/Shrub Wetland | Other |
| | Freshwater Pond | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Exhibit "B"



LEGEND

-  Conservation Easement
-  Brevard County Parcel Boundary



**E. Hall Road Mitigation
Location Map**

Supports Wickham Road and Pineda Causeway Turn
Lane Improvements Project



Prepared by:
Anna Hoang-Lok
Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Bldg A
Viera, FL 32940

Return original or certified recorded document to:
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177

Deed of Conservation Easement for Local Governments

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this day of , 20 , by **Brevard County, Florida**, a political subdivision of the State of Florida, ("Grantor") whose mailing address is 2725 Judge Fran Jamieson Way, Viera, FL 32940, to **St. Johns River Water Management District** ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

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

WHEREAS, Permit No. 97349-5 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

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

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

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

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated



into and made a part of this Conservation Easement.

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

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

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

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

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

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

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

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

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

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

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

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance; and

i. In addition to the above, additional authorized maintenance activities, which are included in the Management Plan or have been specifically described and approved by the Grantee in writing, may be undertaken by the Grantor.

4. **Grantor's Reserved Rights.** Grantor reserves unto itself, and its successors and assigns, all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement. Nothing contained herein is intended to nor shall it constitute a waiver of the Grantor's sovereign immunity. Grantor's liability obligations shall be subject to the Grantor's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, F.S.

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

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

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

9. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

10. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

11. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

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

13. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the

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

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

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

IN WITNESS WHEREOF, Brevard County, Florida, ("Grantor"), through its Board of County Commissioners, has hereunto set its authorized hand this 8th day of July, 2025.

BREVARD COUNTY, FLORIDA
A political subdivision of the State of Florida

By: _____
Rob Feltner, Chairman

ATTEST:

By: _____
Rachel Sadoff, Clerk of the Court

Date: _____

Mortgagee (Lender) Joinder, Consent, and Subordination

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, given by ("Mortgagor/Borrower") to _____ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all in the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to **St. Johns River Water Management District**, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee/Lender Joinder, Consent, and Subordination is made this _

_____ day of _____, 20____.

By: _____
(Signature)

(Mortgagee/Lender)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ (print name), as _____
_____ (title) of _____ (Mortgagee/Lender) on behalf of the ☐
corporation, or ☐ _____ (choose one). He/She is personally known to me or has
produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

Exhibit "A"





	<p>0 600 1,200</p> <p>Feet</p> <p>1 inch = 600 feet</p>	<p>E. Hall Road Mitigation Location Map</p> <p>Supports Wickham Road and Pineda Causeway Turn Lane Improvements Project</p>	<p>N</p> 
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EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION AREA]

LEGAL DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: 23-36-36-00-504 & 23-36-36-00-255

PURPOSE: CONSERVATION EASEMENT

EXHIBIT "B"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 802, CONSERVATION EASEMENT (PREPARED BY SURVEYOR)

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 7477, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING LOCATED IN SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER, OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN SOUTH 89°39'26" WEST, A DISTANCE OF 660.05 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°29'01" EAST, A DISTANCE OF 50.00 FEET, TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 7477, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°39'26" WEST, A DISTANCE OF 664.62 FEET TO THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°14'39" EAST, A DISTANCE OF 1,056.69 FEET ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF A CONSERVATION EASEMENT AS DESCRIBED PER OFFICIAL RECORDS BOOK 8065, PAGE 2968, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID EAST LINE, NORTH 00°14'39" EAST, A DISTANCE OF 350.00 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°38'14" EAST, A DISTANCE OF 666.96 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 7477, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°14'39" WEST, A DISTANCE OF 350.00 FEET ALONG SAID NORTHERLY EXTENSION AND EAST LINE OF SAID DESCRIBED LANDS, TO THE NORTHEAST CORNER OF AFOREMENTIONED CONSERVATION EASEMENT; THENCE DEPARTING SAID EAST LINE, SOUTH 89°38'14" WEST, A DISTANCE OF 666.96 FEET, ALONG THE NORTH LINE OF SAID CONSERVATION EASEMENT TO THE AFOREMENTIONED NORTHWEST CORNER OF LANDS DESCRIBED, AND THE **POINT OF BEGINNING**.

CONTAIN 5.36 ACRES, OR 233,422 SQ. FT. MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AS BEING SOUTH 89°39'26" WEST, AN ASSUMED BEARING.
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE.
3. I HAVE REVIEWED THE TITLE INSURANCE COMMITMENT # 24-1172-B, DATED 06-10-2024 AND ALL RECORDED SURVEY RELATED ENCUMBRANCES, EXCEPT LIENS, IDENTIFIED IN SCHEDULE B-II OF THE TITLE INSURANCE COMMITMENT HAVE BEEN SHOWN OR NOTED ON THE SURVEY. TITLE COMMITMENT SCHEDULE B-II EXCEPTIONS THAT ARE NOT A SURVEY MATTER MAY REQUIRE A LEGAL OPINION AS TO THEIR AFFECTING OR NOT AFFECTING THE SUBJECT PARCEL THEREFORE THE SURVEYOR IS NOT QUALIFIED BY LAW TO RENDER A CONCLUSIVE LEGAL OPINION AS TO THOSE NON-SURVEY MATTER EXCEPTIONS.



Digitally signed by Edwin Munoz Jr.
DN: c=US, o=Florida,
dnQualifier=A01410D0000018A83F318EF
0000E982, cn=Edwin Munoz Jr.
Date: 2024.11.15 10:53:51 -05'00'

PREPARED FOR AND CERTIFIED TO:

**BREVARD COUNTY BOARD
OF COUNTY COMMISSIONERS**

EDWIN MUNOZ JR, RLS 7288
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350

(407) 292-8580
e-mail: info@southeasternsurveying.com



**Meets SJRWMD
Closure Standards**
CSH DATE: 11/18/2024

DRAWN BY: SCD	CHECKED BY: EM	PROJECT NO. 69547	SECTION 36
DATE: JULY 8, 2024	DRAWING: 69547002	REVISIONS	TOWNSHIP 23 SOUTH
		DATE	RANGE 36 EAST
		DESCRIPTION	
		10/8/2024	PER COUNTY COMMENTS
		10/15/2024	PER COUNTY COMMENTS

SKETCH OF DESCRIPTION

PARCEL 802

EXHIBIT "B"

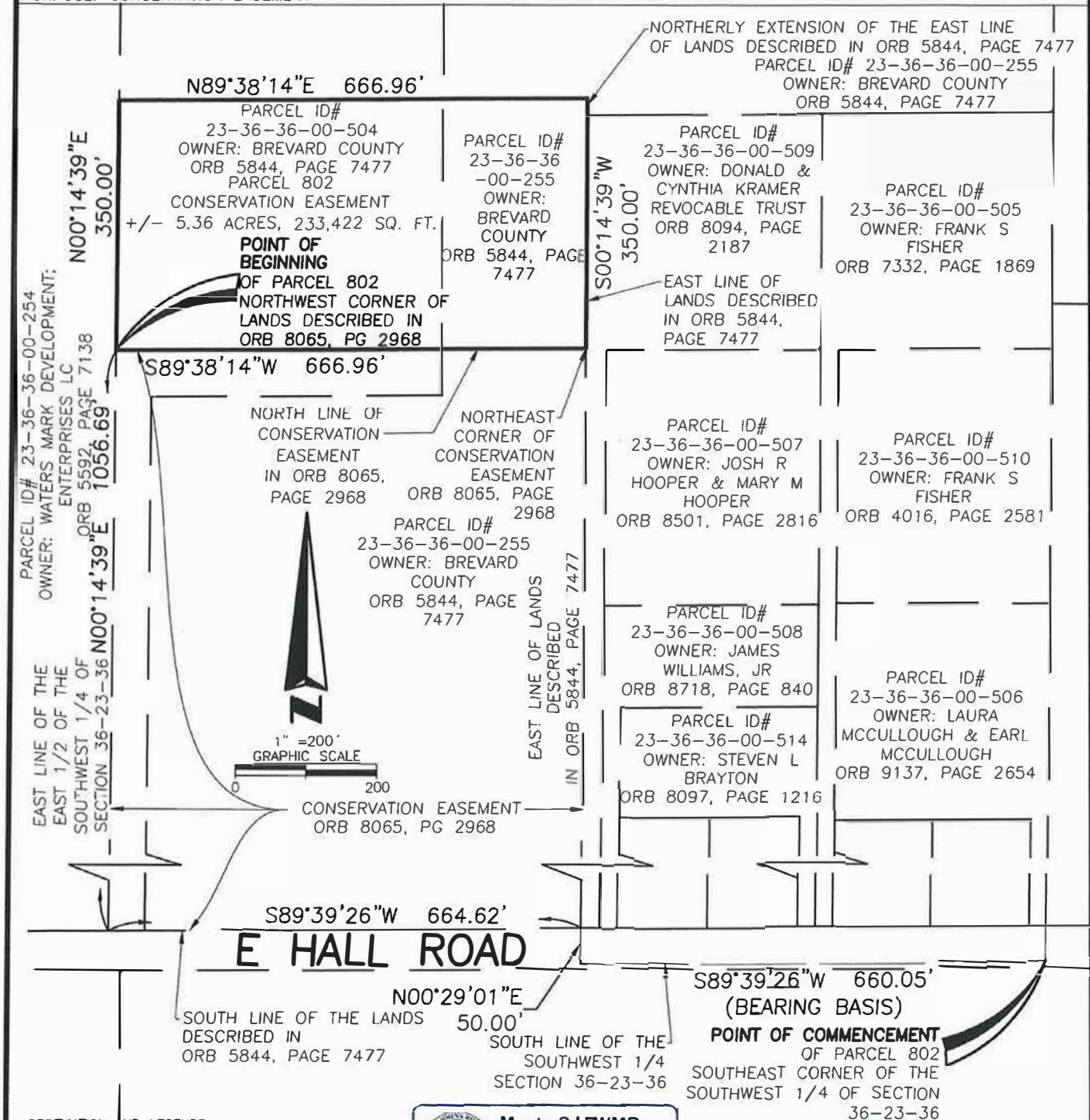
SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

PARENT PARCEL ID#: 23-36-36-00-504 & 23-36-36-00-255

PURPOSE: CONSERVATION EASEMENT

THIS IS NOT A SURVEY



ABBREVIATION AND LEGENDS

ORB = OFFICIAL RECORDS BOOK
 NO. = NUMBER
 LB = LICENSED BUSINESS
 PSM = PROFESSIONAL SURVEYOR & MAPPER
 SSMC = SOUTHEASTERN SURVEYING AND MAPPING CORP.



Meets SJ RWMD
 Closure Standards
 CSH DATE: 11/18/2024

PREPARED BY: SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 Certification Number LB2108

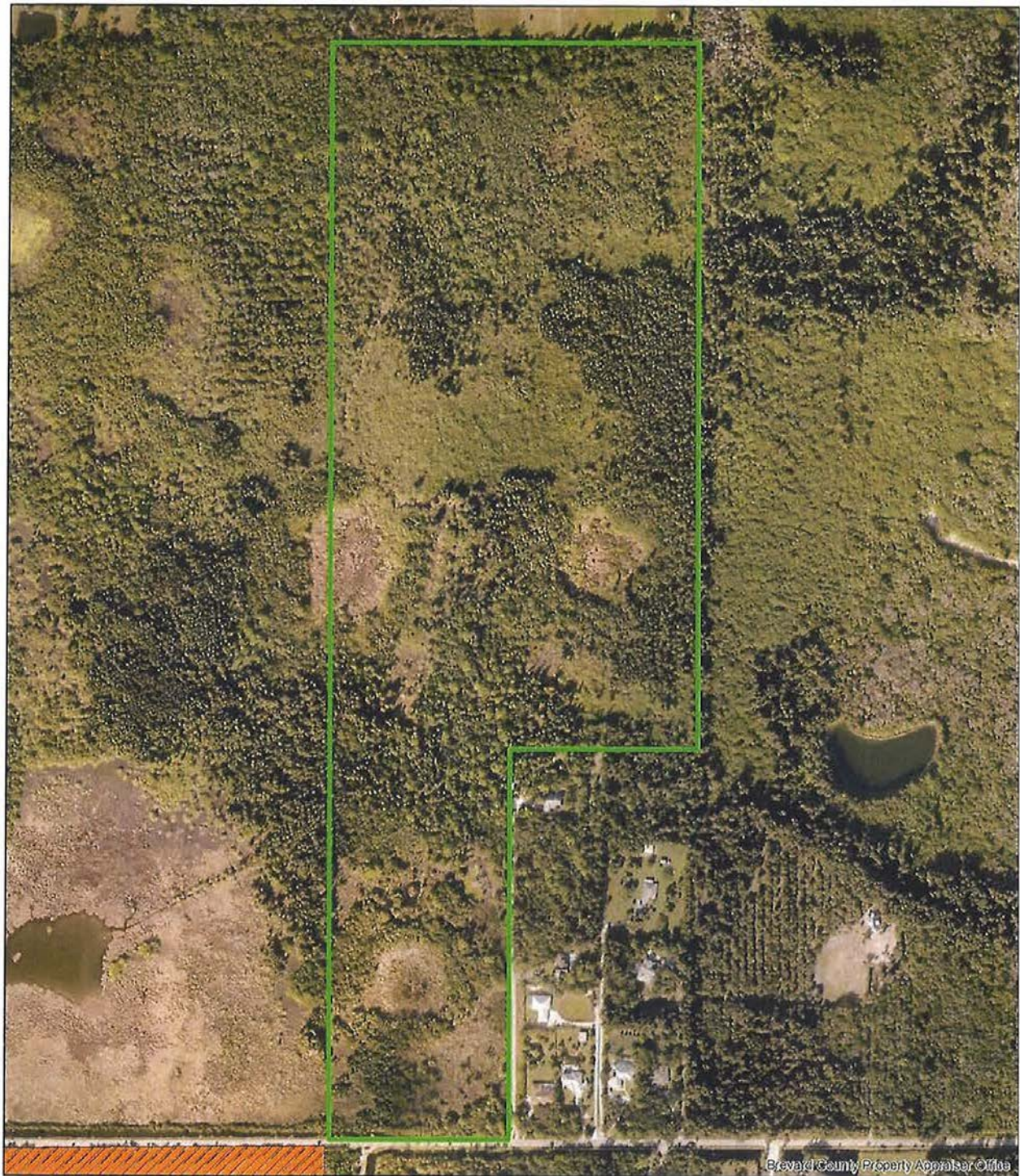
SCALE:
 1"=200'
 PROJECT NO.:
 69547

SECTION 36
 TOWNSHIP 23 SOUTH
 RANGE 36 EAST

EXHIBIT C

[MANAGEMENT PLAN]

Exhibit "C"



Brevard County (Former Johnson Property) Property Site Map

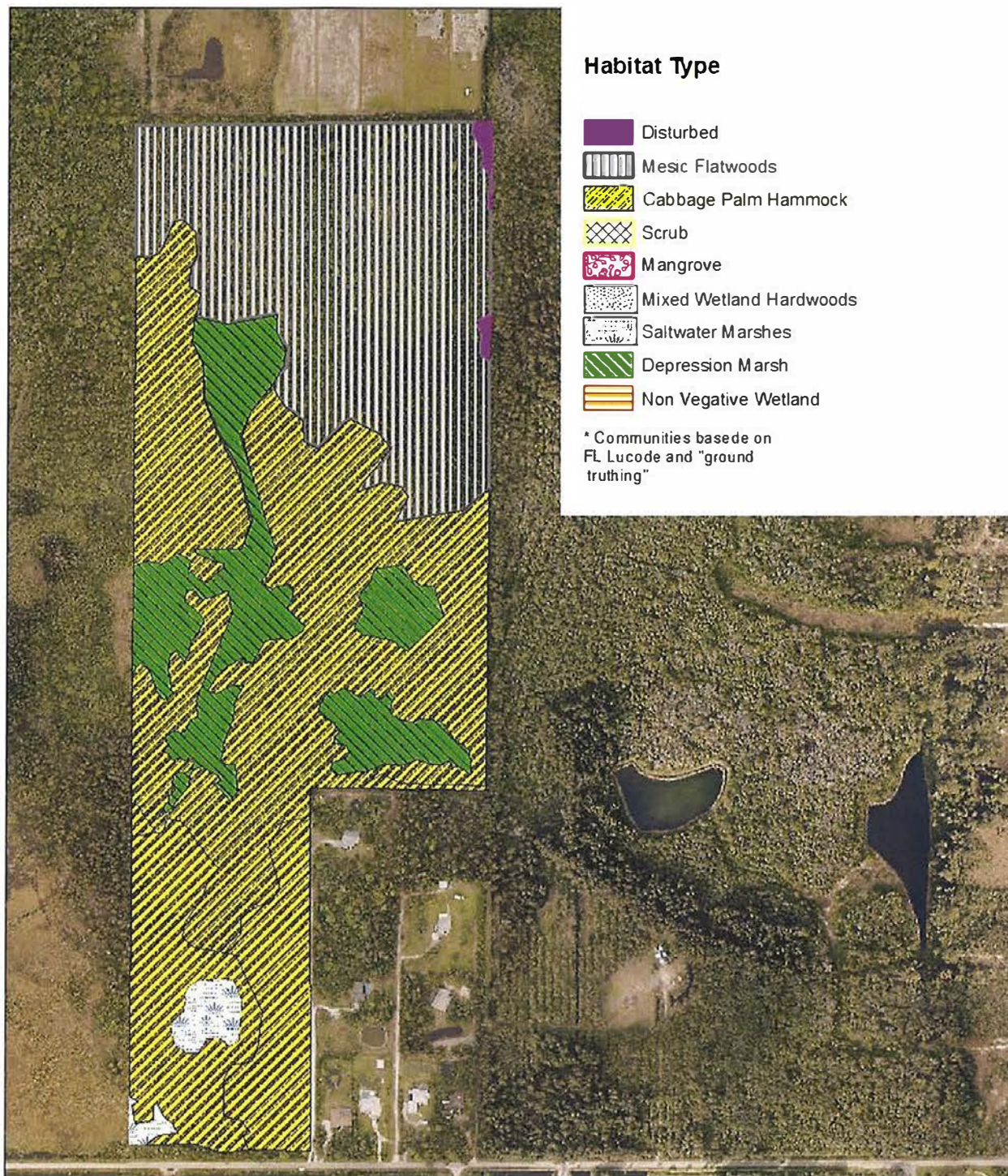
*Shapefiles and map are current as of September 2021

 Johnson Property Boundary

 Kabboord Wildlife Sanctuary Boundary

0 150 300 600 900 1,200
Feet





Brevard County (former Johnson Property) Property Natural Communities Map

*Shapefiles and map are current as of January 2025

0 237.5 475 950
Feet



The Brevard County (former Johnson Property) Property is the area generally depicted by the two graphics depicted above.

There are two types of habitats within the Johnson Property: Depression Marsh and Cabbage Palm Hammock. For management purposes, the area contained within the Johnson Property will undergo active management for exotic species, fire management, and species (flora and fauna) management. For purposes of this management plan, exotic vegetation will be as defined by the most current Florida Invasive Species Council List of Invasive Plant Species.

Installation of fire lines will occur within the Johnson Property, including but not limited to the eastern boundary of the property. During the installation of fire lines, vegetation will be removed to achieve a soil line that is safe to burn from. The soil line will be no more than 30 feet wide. Vegetation from the process of fire line installation may be removed from the site, burned on site, scattered on site, or a combination thereof.

To conduct safe prescribed fires, vegetation (native and exotic) may be managed by mowing, chopping, mulching, cutting it down, or a combination thereof to achieve a safe and manageable fuel load to burn. Vegetation management activities that will occur to achieve that fuel load may involve heavy machinery such as front end loaders, excavators, bull dozers used to pull roller choppers, pull or push mowing equipment, harness mowing or chopping heads, or a combination thereof.

The Grantor will restore the preexisting natural grade in a timely manner following the completion of fire line installation or vegetation management activities located within wetlands or surface waters. This management plan shall not be interpreted to authorize any activity, including impacts to either wetlands or surface waters, that would require a permit under Chapter 373, Florida Statutes.

Exotic Species will be treated with herbicides to control their spread throughout the Johnson Property. The artesian wells that are currently found on site will be capped.

Depression Marsh

Depression marshes are the seasonally wet ponds scattered throughout the cabbage palm hammocks located within the Johnson Property. These wetlands are essential for the conservation of many amphibians and provide breeding grounds for species such as the sandhill crane (*Grus canadensis*). This represents a natural community fast disappearing to development in Brevard County.

Fire intervals should be consistent enough that hardwoods and fire shadows are eliminated. Burning during varying conditions, wind direction, and seasons are an important factor in reaching these goals. **The Florida Natural Areas Inventory (2010)** considers maintenance condition when herbaceous vegetation reaches 75% to 100%. The fire return interval for the Johnson tract will be 3-5 years until the target community is established, and once the target community is established, burning every 10-15 years for maintenance.

Cabbage Palm Hammock

Cabbage palm hammock is characterized as a well-developed hardwood and cabbage palm forest with a variable understory often dominated by palms and ferns. Typical plants include cabbage palm (*Sabal palmetto*), red maple (*Acer rubrum*), swamp bay (*Persea palustris*), wax myrtle (*Myrica cerifera*) and saw palmetto. Animals include the raccoon (*Procyon lotor*), squirrel treefrog (*Hyla squirrela*) and grey squirrel (*Sciurus carolinensis*).

The cabbage palm hammocks within the Johnson Property consist of mainly cabbage palms and are found at the southern end of the Sanctuary. The habitat also has a dense oak overstory and a shrubby understory.

Maintenance condition for this habitat would consist of fire intervals between 50 to 100 years. The landscape would consist of a closed canopy of oaks and palms with an open understory of palms and fern (**Florida Natural Areas Inventory, 2010**). The fire return interval for the Johnson tract will be 3-5 years until the target community is established, and once the target community is established, burning every 10-15 years for maintenance.