



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

January 23, 2024

Store Capital Acquisitions, LLC
c/o Chad Freed,
8377 E. Hartford Dr., STE 100
Scottsdale, AZ 85255
cfreed@storecapital.com

Altitude Hospitality, LLC
c/o Keith Lee
4500 SE Pine Valley Street,
Port Saint Lucie, FL 34952
klee@feenixpartners.com

SUBJECT: Department of Environmental Protection v. Store Capital Acquisitions, LLC &
Altitude Hospitality LLC
OGC File No.: 23-1762
St. Lucie County

Dear Mr. Freed and Mr. Lee,

Enclosed is the executed Consent Order to resolve the above referenced case. This copy is for your records. Please be mindful of all required deadlines within the Order to ensure compliance.

Should you have any questions or comments, please contact Patricia Andrade at 561-681-6629 or via e-mail at Patricia.Andrade@FloridaDEP.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sirena Davila".

For
Sirena Davila
Director, Southeast District
Florida Department of Environmental Protection

Enclosure: Consent Order and Attachments I - V

ec: Sirena Davila, FDEP – SED, Sirena.Davila@FloridaDEP.gov
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Patricia Andrade, FDEP-SED, Patricia.Andrade@FloridaDEP.gov
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Lyena Hale, Store Capital Acquisitions, lhale@storecapital.com

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION)	IN THE OFFICE OF THE SOUTHEAST DISTRICT
)	
Complainant,)	
)	
vs.)	OGC FILE NO. 23-1762
)	
STORE CAPITAL ACQUISITIONS, LLC)	
)	
and)	
)	
ALTITUDE HOSPITALITY, LLC)	
)	
Respondents.)	
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CONSENT ORDER

This Consent Order is entered into between the State of Florida Department of Environmental Protection ("Department"), Store Capital Acquisitions, LLC ("Respondent Store Capital") and Altitude Hospitality, LLC ("Respondent Altitude Hospitality"), collectively known as Respondents herein after, to reach settlement of certain matters at issue between the Department and Respondents.

The Department finds and the Respondents admit the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce Chapter 373, Part IV, and Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized thereunder, Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Consent Order.
2. Respondents are each "persons" within the meaning of sections 253.04 and 373.019(15), F.S.

3. Respondent Store Capital is the owner of property located at 4500 SE Pine Valley St., Port St Lucie, FL, in St. Lucie County (Parcel No. 4423-210-0001-000-3), approximately at 27°14'33.3406" x -80°18'35.7815") as depicted in Exhibit A attached hereto and incorporated herein.

4. Respondent Altitude Hospitality leases the Property and conducted the activities described in paragraph 5 below.

5. An inspection conducted by Department personnel on May 10 and 17, 2023, revealed that approximately 17,789 sq. ft. of mangroves were altered without a valid permit from the Department, in violation of section 403.9328, F.S. An inspection conducted on May 31, 2023, revealed that unauthorized filling of wetlands (mangrove fringe) and other surface waters had occurred, in violation of section 403.9328, F.S., and Rules 18-20.004 and 62-330.020, F.A.C., and a surface water quality exceedance was noted for turbidity, in violation of Rule 62-302.700, F.A.C. The activities were conducted on the above-described property within the landward and waterward extent of North Fork St. Lucie Aquatic Preserve and Outstanding Florida Waters, Class III Waters of the State, as defined by Florida Law.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is,

ORDERED:

6. Within 30 days of the effective date of this Consent Order, Respondent Altitude Hospitality shall pay the Department \$110,395.00 in settlement of the matters addressed in this Consent Order. This amount includes \$1,000.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Consent Order. The penalty in this case includes four violations of \$2,000.00 or more.

7. Respondent Altitude Hospitality shall make all payments required by this Order by cashier's check, money order or online payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality

Assurance Trust Fund.” Online payments by e-check can be made by going to the DEP Business Portal at <http://www.fldepportal.com/go/pay/> It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

8. Respondent Store Capital shall allow Respondent Altitude Hospitality and its representatives access to the Property to see through completion of all corrective actions required by this Order.

9. Within 90 days of the effective date of this Order, Respondent Altitude Hospitality shall submit a written estimate of the total cost of the corrective actions required by this Order to the Department. The written estimate shall identify the information the Respondent relied upon to provide the estimate.

10. With the exception of the activities described in the Restoration Actions, effective immediately and henceforth, Respondents shall not conduct any dredging, filling, or construction activities on or within the landward extent of waters of the state without first obtaining a valid Department permit or written notification from the Department that the activities appear to be exempt as proposed from Department permitting requirements; nor shall Respondents conduct any activities on state owned lands below the ordinary or mean high water lines without first obtaining a lease, easement, or other consent of use from the Department.

11. Respondent Altitude Hospitality shall implement the Restoration Actions attached hereto and incorporated herein as Attachment I in the manner and within the time frames specified therein.

12. Once the Restoration Actions have been completed, Respondent Altitude Hospitality shall implement the Maintenance and Monitoring Actions attached hereto and incorporated herein as Attachment II in the manner and within the time frames specified therein.

13. Within 60 days of the effective date of this Order, Respondent Altitude Hospitality shall submit a request to the St. Lucie County Board of County Commissioners or the County Administrator ("the County") to purchase 0.4 Mangrove Credits from Bear Point Mitigation Bank to offset the temporal loss of function from

the impacts to the mangrove fringe which meets the assessment requirements of Rule 62-345, F.A.C.

14. Within 60 days of approval by the County, Respondent Altitude Hospitality shall complete the purchase of credits and provide the Department with documentation demonstrating the deduction of credits from the Bear Point's Mitigation Bank's ledger for this case.

15. Within 180 days of the effective date of this Order, Respondents shall complete all of the following for the execution of a Declaration and Covenant of Mangrove Regulation ("Declaration"), which is attached and incorporated hereto as Attachment III:

- a) Submit to the Department a professional surveyor sketch of the Restoration Area to be subject to the Declaration, and a legal description of the Property;
- b) Retain a title company to perform a title search to be submitted directly to the Department for review;
- c) Submit to the Department subordination agreements for all mortgage and lien holders; if a mortgage or lienholder declines to enter into a subordination agreement, Trustees shall complete the following:
 - (i) submit to the Department documentation evidencing the refusal to subordinate, and
 - (ii) provide written notice of executing the Declaration to the lienholder(s) if requested by the Department;
- d) Upon Department approval, sign the approved Declaration and submit to the Department;
- e) Upon approval, the title company will record the Declaration in the official land records of St. Lucie County and submit a copy of the recorded Declaration, evidencing the recordation date and book and page number(s) of the official land records.

16. The purpose of the Declaration is to impose mangrove trimming and

alteration restrictions for the restoration of the height and configuration of the mangroves on the Property that existed prior to the April 2023 through May 2023 unauthorized trimming and alteration activities. Upon completion of all success criteria, Respondent may request of the declaration from the Department, the mangroves within the Restoration Area shall be allowed to grow to the following minimum heights before requesting release of the Declaration:

a) Area A as depicted in Exhibit B of this Order shall reach an average of at least 10 feet as measured from substrate.

b) Area B as depicted in Exhibit B of this Order shall reach an average of at least 25 feet as measured from substrate.

17. Respondents agree to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondents fail to timely comply with any of the requirements of this Consent Order applicable to them. A separate stipulated penalty shall be assessed for each violation of this Order. Within 30 days of written demand from the Department, Respondent Altitude Hospitality shall make payment of the appropriate stipulated penalties to the "The Department of Environmental Protection" by cashier's check or money order and shall include thereon the OGC number assigned to this Consent Order and the notation "Water Quality Assurance Trust Fund." The Department may make demands for payment at any time after violations occur. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any of the terms of this Consent Order. Any penalties assessed under this paragraph shall be in addition to the settlement sum agreed to in paragraph 6 of this Consent Order. If the Department is required to file a lawsuit to recover stipulated penalties under this paragraph, the Department will not be foreclosed from seeking civil penalties for violations of this Consent Order in an amount greater than the stipulated penalties due under this paragraph.

18. If any event, including administrative or judicial challenges by third parties unrelated to the Respondents, occurs which causes delay or the reasonable likelihood of delay, in complying with the requirements of this Consent Order,

Respondents shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of the Respondents and could not have been or cannot be overcome by Respondents due diligence. Economic circumstances shall not be considered circumstances beyond the control of Respondents, nor shall the failure of a contractor, subcontractor, materialman or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines be a cause beyond the control of Respondents, unless the cause of the contractor's late performance was also beyond the contractor's control. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondents shall notify the Department orally within 24 hours or by the next working day and shall, within seven calendar days of oral notification to the Department, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay and the timetable by which Respondents intend to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondents, the time for performance hereunder shall be extended for a period equal to the agreed delay resulting from such circumstances. Such agreement shall adopt all reasonable measures necessary to avoid or minimize delay. Failure of Respondents to comply with the notice requirements of this Paragraph in a timely manner shall constitute a waiver of Respondents' right to request an extension of time for compliance with the requirements of this Consent Order.

19. Respondents shall allow all authorized representatives of the Department access to the property at reasonable times for the purpose of determining compliance with the terms of this Consent Order and the rules and statutes of the Department.

20. Entry of this Consent Order does not relieve Respondents of the need to comply with applicable federal, state or local laws, regulations or ordinances.

21. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69 and 373.129, Florida

Statutes. Failure to comply with the terms of this Consent Order shall constitute a violation of Section 373.430, Florida Statutes.

22. Respondents are fully aware that a violation of the terms of this Consent Order may subject Respondents to judicial imposition of damages, civil penalties of up to \$15,000 per day per violation and administrative fines of up to \$10,000 per day per violation and criminal penalties.

23. Persons who are not parties to this Consent Order but whose substantial interests are affected by this Consent Order have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the

petition must so indicate;

- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department the subject Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

A person whose substantial interests are affected by the Consent Order may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the Respondent, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the Consent Order. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 10 days after the deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

- (a) The names, addresses, and telephone numbers of any persons who may attend the mediation;
- (b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;
- (c) The agreed allocation of the costs and fees associated with the mediation;
- (d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;
- (e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;
- (f) The name of each party's representative who shall have authority to settle or recommend settlement; and
- (g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a statement clearly identifying the petition for hearing that each party has already filed and incorporating it by reference.
- (h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57,

Florida Statutes, for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

24. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes, or the rules promulgated thereunder that are not specifically addressed by the terms of this Consent Order.

25. The Department, for and in consideration of the complete and timely performance by Respondents of the obligations agreed to in this Consent Order, hereby waives its right to seek judicial imposition of damages or civil penalties for alleged violations addressed in this Consent Order.

26. Respondents acknowledge and waive its right to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, on the terms of this Consent Order. Respondents acknowledge its right to appeal the terms of this Consent Order pursuant to Section 120.68, Florida Statutes, and waives that right upon signing this Consent Order.

27. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No

modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by both Respondents and the Department.

28. All submittals and payments required by this Consent Order to be submitted to the Department shall be sent to the Florida Department of Environmental Protection, attn. Patricia Andrade, 3301 Gun Club Road MSC 7210-1, West Palm Beach, FL 33406, or by email at SED_Compliance@FloridaDEP.gov.

29. In the event of a sale or conveyance of the property, if all of the requirements of this Consent Order have not been fully satisfied, Respondents shall, at least 30 days prior to the sale or conveyance of the property, (1) notify the Department of such sale or conveyance and (2) provide a copy of this Consent Order with all attachments to the new owner. The sale or conveyance of the property shall not relieve the Respondent of the obligations imposed in this Consent Order.

30. This Consent Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Consent Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law.

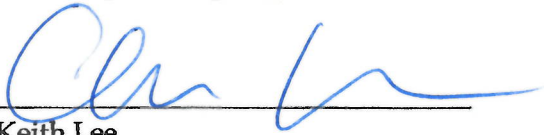
31. This Consent Order is a final order of the Department pursuant to Section 120.52(7), Florida Statutes, and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition this Consent Order will not be effective until further order of the Department.

FOR THE RESPONDENT:

1/18/24
DATE


Chad Freed
Store Capital Acquisitions, LLC

1/23/24
DATE


Keith Lee
Altitude Hospitality, LLC

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this 23rd day of January, 2024 in Palm Beach County Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



For Sirena Davila
District Director

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Vanessa Osborne
Clerk

01-23-2024
Date

cc: Lea Crandall, Agency Clerk
Mail Station 35

ATTACHMENT I
RESTORATION ACTIONS
OGC FILE NO. 23-1762

DEP VS. STORE CAPITAL ACQUISITIONS, LLC & ALTITUDE HOSPITALITY, LLC

1. Within 120 days of the effective date of this Order, Respondent Altitude Hospitality shall complete the following Restoration Actions:
 - a. Fully implement the Mangrove Restoration and Monitoring Plan attached hereto and incorporated herein as Attachment IV.
 - b. Notify the Department at least 48 hours prior to the commencement of work under these Restoration Actions.
 - c. Prior to planting, restore the restoration area to the grade existing prior to the dredging or filling addressed in this Order, including restoring gullies and rills. All fill removed from the restoration area shall be placed in a self-contained upland location which will not discharge to waters of the state. During regrading, turbidity and erosion control measures shall be used to ensure that Florida Administrative Code Rule 62302 is not violated.
 - d. Stake the boundaries of the Restoration Area depicted in "Attachment IV" for approval by the Department, prior to undertaking any restoration work required in these Restoration Actions. This staked line shall remain in place during all phases of restoration and no wetlands or waters of the state shall be disturbed or affected by restoration activities.
 - e. Turbidity barriers such as staked hay bales, staked silt screen, floating turbidity curtains shall be installed no more than 5 feet from the waterward or downstream edge of the restoration area to control turbidity during all restoration activities. The turbidity barriers shall be maintained and shall remain in place until the restoration actions are completed and the turbidity is measured at less than 0 NTUs over background levels.

- f. During and after regrading, stabilize all side slopes as soon as possible to prevent erosion, siltation, or turbid runoff into waters of the State, but, in any event, no later than 72 hours after attaining final grade.
- g. Any regrading or planting of the restoration area shall be conducted so as not to affect wetland areas outside the restoration area.
- h. Prior to planting but after any required regrading, remove all exotic and nuisance vegetation. Nuisance and exotic vegetation includes all species of vegetation listed on the Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species, attached hereto as "Attachment V".
- i. All exotic vegetation shall be removed from the restoration area using handheld equipment in a manner that will minimize impacts to the existing wetland plants and will not cause ruts in the wetland soils which will impede or divert the flow of surface waters.
- j. The stumps of exotic plants previously removed shall be treated annually or as necessary to prevent regrowth, with an appropriate systemic herbicide approved by the Department in advance.
- k. Prior to planting, debris from earlier trimming and cutting shall be removed from the restoration area and placed in an upland location.

2. Within 30 days of completion of the above Restoration Actions, Respondent Altitude Hospitality shall submit the following information to the Department:

- a. Written notification that the Restoration Actions have been completed.
- b. Enough color photographs to show the entire completed restoration area taken from fixed reference points shown on a plan view drawing.
- c. Nursery receipts for all plants used in the Restoration Actions.
- d. Number and spacing of each species planted

ATTACHMENT II
MAINTENANCE AND MONITORING ACTIONS
OGC FILE NO. 23-1762
DEP VS. STORE CAPITAL ACQUISITIONS, LLC & ALTITUDE HOSPITALITY LLC

Within 30 days of the completion of the Restoration Actions outlined in Attachment I, Respondent Altitude Hospitality shall implement the following Maintenance and Monitoring Actions:

1. For 5 years following completion of the Restoration Actions, inspect the restoration area quarterly for the first year and semi-annually thereafter. The purpose of the monitoring shall be to determine the success of the restoration.
2. "Success of the restoration" means that at the end of the monitoring schedule the following success criteria are met in each restoration area required in the Restoration Actions. At each inspection in the Monitoring Schedule, Respondent Altitude Hospitality shall replace enough dead plants to ensure that at least 80% percent of the original number of each species planted in the restoration area is alive.
 - a. At least 80 percent have survived, and the survivors have achieved at least a 30 percent mean annual growth rate as measured by the statistically valid methods found in Daubenmire, R. (1968), Oosting (1956), or Mueller-Dombois and Ellenberg (1974).
 - b. The total contribution to percent cover by the nuisance and exotic vegetation listed on the Florida Exotic Pest Plant Council's (FLEPPC) 2019 List of Invasive Plant Species (Attachment V) is less than 10 percent.
 - c. The restoration areas have been inspected by the Department and the Department has informed the Respondent Altitude Hospitality in writing that all the restoration areas are within the landward extent of waters of the state as defined in Florida Administrative Code Rule 62-340.
3. During each inspection, remove all nuisance and exotic vegetation listed in the Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species (Attachment V) without disturbing the other existing vegetation in the restoration area.

4. Within 30 days after the completion of each inspection in the monitoring schedule, complete a monitoring report and submit it to the Department. The monitoring reports shall include the following information:

- a. Date of the inspection.
- b. Color photographs taken from the same locations as the pictures taken in the Restoration Actions.
- c. Either an actual count or a statistically valid estimate* of the percentage of each species planted in the Restoration Actions that has survived compared to the total number of plants in the restoration areas.
- d. The number of each species replanted to reach the 80 percent survival rate.
- e. Description of any nuisance or exotic species removal.
- f. A plan view noting the locations of all replantings.
- g. Growth data for a statistically valid subsample* of trees including height, diameter at breast height, and mean annual growth rate.

* Statistically valid estimating methods include those found in Daubenmire, R. (1968), Oosting (1956), or Mueller-Dombois and Ellenberg (1974), or other method approved by the Department. More information on these methods will be provided by the Department upon request.

5. If after a period of two years of the five-year monitoring period from the original planting, the Restoration Area is not clearly trending towards meeting the success criteria, submit an Alternative Restoration Plan to the Department for approval and implementation, which shall be prepared by a professional qualified in mangrove restoration.

6. If the restoration area is not deemed successful after the last semi-annual monitoring event, continue to perform the Maintenance and Monitoring actions until the Department has informed Respondent Altitude Hospitality that the success criteria have been met, including the submittal and implementation of alternate planting plans if deemed necessary.

7. Any mangrove trimming performed during the monitoring period shall be done in accordance with the 1996 Mangrove Trimming and Preservation Act, be limited to the established exemption criteria, be performed by a Professional Mangrove Trimmer as applicable pursuant to the 1996 Mangrove Trimming and Preservation Act, and not include any area inside of the restoration area or include any of the restoration plantings.

ATTACHMENT III
DECLARATION AND COVENANT OF MANGROVE REGULATION
OGC FILE NO. 23-1762
DEP VS. STORE CAPITAL ACQUISITIONS, LLC & ALTITUDE HOSPITALITY, LLC

THIS DECLARATION AND COVENANT OF MANGROVE REGULATION is entered into this __ day of 2023, by Store Capital Acquisitions, LLC, having an address at 8377 E. Hartford Dr., Ste. 100, Scottsdale, AZ, 85255 ("DECLARANT"), at the request of the State of Florida Department of Environmental Protection, whose address is Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 ("DEPARTMENT").

The term "DECLARANT" shall include the singular and the plural, and the heirs, successors and assigns of DECLARANT and all subsequent owners of the Property, and the provisions of this covenant shall be binding upon and inure to the benefit of the Department. The term "DEPARTMENT" shall include any successor or assignee of the DEPARTMENT.

WITNESSETH WHEREAS, the DECLARANT is the sole owner in fee simple of certain lands situated in St Lucie County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the DEPARTMENT finds that on or around April 2023 through May 2023, DECLARANT's lessee Altitude Hospitality, or a contractor or agent on behalf of Altitude Hospitality, conducted activities on the Property, which are subject to the regulatory authority of the DEPARTMENT under Chapter 403 of the Florida Statutes, consisting of unauthorized alteration of *Rhizophora mangle* (red mangroves) and *Avicennia germinans* (black mangroves) (collectively referred to as "mangroves" unless otherwise specified) on the Property within the landward extent of the North Fork St. Lucie River Aquatic Preserve and within the landward extent of wetlands; and WHEREAS, prior to the unauthorized mangrove alteration, Areas A and B as depicted in Exhibit B, attached hereto and incorporated herein, contained mangroves with an average height of at least 10 feet and 25 feet, respectively, as measured from substrate; and

WHEREAS, DECLARANT's lessee Altitude Hospitality, with DECLARANT's approval, agrees to plant 2,780 mangroves on the Property as a requirement of the Consent Order, OGC File No. 23-1762; and

WHEREAS, DECLARANT's lessee Altitude Hospitality, with DECLARANT's approval has agreed to restore the mangroves on the Property back to the historic configuration that existed prior to the unauthorized mangrove alteration.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, DECLARANT hereby voluntarily grants and conveys to the DEPARTMENT this Declaration against the Property which shall run with the land and be binding upon the DECLARANT and shall remain in full force and effect until released pursuant to the terms herein.

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

1. Purpose. The purpose of this Declaration is to impose mangrove trimming and alteration restrictions for the restoration of the pre-altered configuration of *Rhizophora mangle* (red mangroves) and *Avicennia germinans* (black mangroves) on the Property, within the landward extent of the North Fork St. Lucie River Aquatic Preserve and within the landward extent of wetlands, which existed prior to the April 2023 through May 2023 unauthorized mangrove alteration activities.

The pre-altered configuration consisted of the following: (a) Area A as depicted in Exhibit B, attached hereto and incorporated herein, contained mangroves with an average height of at least 10 feet, as measured from substrate, and (b) Area B as depicted in Exhibit B, attached hereto and incorporated herein, contained mangroves with an average height of at least 25 feet, as measured from substrate ("Pre-altered Configuration"). This Pre-altered Configuration of mangroves on the Property shall be restored on the Property.

2. Mangrove Restoration. The DECLARANT shall authorize their lessee, Altitude Hospitality, to implement the planting and restoration of mangroves along the shoreline of the Property, within the landward extent of the North Fork St. Lucie River Aquatic Preserve and within the landward extent of wetlands, as further required by the Consent Order and the Mangrove Restoration and Monitoring Plan, attached hereto and incorporated herein as Attachment IV.

3. Mangrove Alteration or Trimming. There shall be no alteration, removal, or trimming of mangroves on DECLARANT'S Property, unless mangroves are located outside of the Restoration Area. All trimming and alteration of mangroves outside of the Restoration Area shall be done in accordance with Florida Statutes sections 403.9321 - 403.9333 ("Mangrove Trimming and Preservation Act").

The following conditions and restrictions to mangrove alteration or trimming shall apply:

a. At such time as the mangroves in Area A as depicted in Exhibit B, attached hereto and incorporated herein, reach an average height of at least 10 feet as measured from the substrate, trimming may occur in accordance with Florida Statutes sections 403.9321 - 403.9333 ("Mangrove Trimming and Preservation Act").

b. At such time as the mangroves in Area B as depicted in Exhibit B, attached hereto and incorporated herein, reach an average height of at least 25 feet as measured from the substrate, trimming may occur in accordance with Florida Statutes sections 403.9321 - 403.9333 ("Mangrove Trimming and Preservation Act").

c. All mangrove trimming activities shall be conducted in a manner that does not defoliate, destroy mangroves, or otherwise alter mangroves.

d. The prop roots of any *Rhizophora mangle* (red mangrove) shall not be trimmed.

4. Reserved Rights. DECLARANT reserves to itself all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, which are not inconsistent with any DEPARTMENT rule, criteria, permit, and the intent and purposes of this Declaration.

5. Enforcement Discretion. The DEPARTMENT is given the right to enforce this Declaration by injunction or proceed at law or in equity to enforce the provisions and the purpose of this Declaration and covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require DECLARANT to restore and mitigate for any unauthorized mangrove alteration or trimming, subsequent to the date of execution of this Declaration, in contravention of the covenants established herein. Enforcement of the terms, provisions and restrictions of this Declaration shall be at the sole discretion of the DEPARTMENT, and any forbearance on behalf of the DEPARTMENT to exercise its rights hereunder in the event of any breach by DECLARANT, shall not be deemed or construed to be a waiver of the DEPARTMENT'S rights. For the purpose of monitoring the covenants and restrictions contained in this Declaration, the DEPARTMENT is granted the right of entry upon the Property in a reasonable manner and upon reasonable notice to the DECLARANT. The DEPARTMENT agrees that notwithstanding any future delegation to a local government pursuant to Section 403.9324, Florida Statutes, that DEPARTMENT shall retain exclusive authority to enforce the terms of this Declaration.

6. Enforcement Costs. If the DEPARTMENT prevails in an enforcement action over the violation of the terms and conditions of this Declaration, it shall be entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the

mangroves to the Pre-altered Configuration. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or at law or in equity.

7. Recording in Land Records. DECLARANT agrees to record this Declaration and any amendments hereto in the official land records of St Lucie County, Florida. DECLARANT shall pay all recording costs and taxes necessary to record this Declaration in the public records. Upon recordation of this Declaration and any subsequent amendments, DECLARANT shall submit to the DEPARTMENT a copy of the recorded instrument evidencing the recordation date and book and page number of the official land records of St Lucie County, Florida.

8. Successors. The covenants, terms, conditions and restrictions of this Declaration shall be binding upon, and inure to the benefit of the parties hereto, DECLARANT'S respective personal representatives, heirs, successors and shall continue as a servitude running in perpetuity with the Property.

9. Notices. 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.

10. Subsequent Deeds. In order to ensure the perpetual nature of the covenants and restrictions contained in this Declaration, in any subsequent deed or other legal instrument by which DECLARANT divests itself of any interest in the Property, DECLARANT shall reference this Declaration and any amendments hereto, along with the book and page numbers of the official land records of St Lucie County, Florida, where this Declaration and any amendments are recorded, as required by paragraph 7 of this Declaration. DECLARANT further agrees to give written notice to DEPARTMENT of the transfer of any interest at least thirty 30 days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Declaration or limit its enforceability in any way.

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

12. Release of Declaration. The purpose of the Declaration is to impose mangrove trimming and alteration restrictions for the restoration of the height and configuration of the mangroves on the Property that existed prior to the April 2023 through May 2023

unauthorized trimming and alteration activities. Upon completion of all success criteria DECLARANT may request the Department release the Declaration, and the Department shall release the Declaration, when the mangroves within the Restoration Area shall be allowed to grow to the following minimum heights before requesting release of the Declaration:

- a) Area A as depicted in Exhibit B of this Order shall reach an average of at least 10 feet as measured from substrate.
- b) Area B as depicted in Exhibit B of this Order shall reach an average of at least 25 feet as measured from substrate.

13. Alteration or Revocation. This Declaration may be amended or modified only by written agreement between the parties hereto. Further, this Declaration may be released, in whole or in part, by the DEPARTMENT at any time and upon prior notice. Any amendment, modification, release, or termination of the Declaration shall be filed in the public records of St Lucie County.

14. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of Florida.

TO HAVE AND TO HOLD unto the DEPARTMENT forever. The covenants, terms, conditions, restrictions and purpose imposed with this Declaration shall be binding upon DECLARANT and shall continue as a servitude running in perpetuity with the Property.

DECLARANT hereby covenants and represents with said DEPARTMENT that DECLARANT is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that could impair GRANTOR'S rights to impose the restrictive covenants imposed in this Declaration, all mortgages have been joined or subordinated; and that DECLARANT has good right and lawful authority to create, establish, and impose this Declaration.

IN WITNESS WHEREOF, the DECLARANT has executed this Declaration on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Store Capital Acquisitions, LLC
a Foreign Limited Liability Co.

Signature of Witness

Chad Freed, Manager,
Executive Vice President
and General Counsel

Printed/Typed Name

Signature of Witness

Printed/Typed Name

STATE OF ARIZONA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
20____, by Chad Freed. They are personally known to me or each produced _____
_____ as identification.

(SEAL)

Notary Public Signature

Printed/Typed Name of Notary

Commission No. _____

Commission Expires _____



EXHIBIT A

Declaration and Covenant of Mangrove Regulation

OGC FILE No. 23-1762

DEP vs. Store Capital Acquisitions, LLC & Altitude Hospitality, LLC

Page 7 of 8

11/9/23, 12:12 PM (<https://paslc.gov/>)




Saint Lucie County Property Appraiser
Michelle Franklin CFA

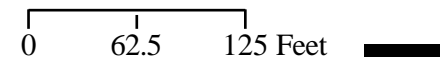


EXHIBIT B

Declaration and Covenant of Mangrove Regulation
OGC FILE No. 23-1762
DEP vs. Store Capital Acquisitions, LLC & Altitude Hospitality, LLC
Page 8 of 8



-  Cadastral 2020 (Property Appraiser Parcels) - Public
 -  AREA A (10-15 ft. tall)
 -  AREA B (> 25ft. tall)
- TOTAL AREA ~ 17, 789 SQ. FT



Created by FDEP
11/7/2023

Mangrove Restoration and Monitoring Plan

Sandpiper Bay Resort
4500 SE Pine Valley Street
Port St. Lucie, FL 34952



Prepared by CoxPinson Environmental, LLC for WL23-0095ERP56SED

October 12, 2023

Background

On May 30, 2023, the Florida Department of Environmental Protection (FDEP) sent Warning Letter Number WL23-0095ERP56SED to Store Capital Acquisitions, LLC notifying them of the results of an inspection conducted by FDEP staff concerning compliance with the State of Florida's Rules contained in Chapters 403 and 373 Florida Statutes (F.S.) at their property located at 4500 SE Pine Valley Street, Port St. Lucie, Florida (the "Property"). This plan was prepared by CoxPinson Environmental on behalf of Store Capital Acquisitions (the "Client") to complete the follow-up corrective actions as stated in the Warning Letter, ERP Inspection Report dated May 31st 2023, and as discussed with FDEP.

On June 22, 2023, we attended a meeting at the Southeast District FDEP office to discuss the Warning Letter. At this meeting, FDEP presented an ERP Inspection Report dated May 31st 2023 (the "Follow-up Inspection Report") that includes additional mangrove impacts at the Property by way of filling over remnant mangrove roots and propagules, lack of sedimentation control measures, and resulting fill material discharge into the North Fork St. Lucie River Aquatic Preserve. This Follow-up Inspection Report also includes follow-up corrective actions to be addressed.

On the property, any mangrove trimming/alteration has long since ceased. The follow-up corrective actions as stated in the Warning Letter are: Enter into a Consent Order with FDEP which will provide timeframes to complete corrective actions, including but not limited to replanting and monitoring mangroves within the mangrove fringe, purchasing of temporal loss mitigation and payment of penalties and department costs.

The Follow up Inspection Report requires: Installation and maintenance of erosion and sedimentation control measures to avoid further impacts to wetlands and other surface waters. Enter a Consent Order with the FDEP which will provide timeframes to complete corrective actions, including but not limited to: Restoration of impacted areas, Mitigation for temporal loss of function, and Assessment of civil penalties and department costs and expenses.

On the property, all mangrove trimming or alteration has ceased. Sedimentation control measures to avoid further impacts to wetlands or other surface waters were deployed on August 4th 2023.

In subsequent discussions between FDEP and CoxPinson Environmental ("Consultant") FDEP asked that a Mangrove Restoration and Mitigation Plan be developed prior to having the Client enter a Consent Order with the State. A mitigation plan including credit purchase information and a required UMAM or WRAP analysis will follow this restoration plan. The Consultant is responsible for reserving saltwater credits to purchase from a mitigation bank or provide mitigation through public interest projects.

David Cox, Ph.D., a principal with Cox Pinson Environmental, LLC and a Professional Mangrove Trimmer (PMT) approved by the State, has investigated the site and developed this Mangrove Restoration (the "Restoration Plan") after meeting on site with FDEP Aquatic Preserve staff and MANG, Mangrove Restoration Specialists. This proposed Restoration Plan was developed from this meeting, after having surveyed the site, and consulting with FDEP staff to secure guidance.

The goal of the Restoration Plan is to implement a successful restoration project with a focus on replacing the functional values of the Mangrove community.

General Setting

The Property is within the North Fork St. Lucie Aquatic Preserve ([North Fork St. Lucie River Aquatic Preserve Management Plan](#)) and Outstanding Florida Waters, Class III Waters of the State (Figure 1). It is a 96.46 acre parcel and includes a resort undergoing significant remodeling since it's infrastructure is aged. It is located within Township 37S, Range 40E, Section 23.

The portions of the property which is the subject of this Restoration Plan are located on the southeast portion of the parcel (Figure 2).

Per the Warning Letter, FDEP had "received a complaint via e-mail stating that mangroves were cut down along the eastern shoreline of the resort." FDEP staff visited the property to document the mangrove impacts on this same day, May 8th 2023.

Current Condition

The Warning Letter approximated the area of unauthorized mangrove impacts to be 17,789 sq. ft. or 0.40 acres. The unauthorized mangrove impacts of 17,789 sq. ft. is based on an approximation of the mangrove canopy impacted (Figure 3). FDEP stated during follow-up communications that they used aerial photos and measurements of mangrove stumps to approximate the canopy area. A mangrove fringe had previously been present along the shoreline consisting mostly of intertidal red mangroves (*Rhizophora mangle*) and few black mangroves (*Avicennia germinans*).

The Follow up Inspection Report dated May 31st 2023, includes additional mangrove impacts by way of filling over remnant mangrove roots and propagules. The impact area to other surface waters (OSW) is a total of 430 sq. ft. The impact area to mangroves and wetlands is a total of 3,542 sq. ft. (Figure 4). The area of unauthorized impacts stated in this report is ~3,972 sq. ft.

Total area of mangrove impact as stated in both the Warning Letter and Follow up Inspection Report is 21,331 sq. ft. or 0.49 acres. Total area of OSW impact as stated in the Follow up Inspection Report is 430 sq. ft.

Currently, the impacted shoreline shows notable signs of natural mangrove recruitment and regrowth amongst the existing mangrove roots. Throughout the shoreline, the mangroves that were previously growing, occurred in patches with irregular density. Photo 2 shows evidence of areas with low density roots and bare, exposed sand. Photo 3 shows the evidence on site of areas

with a high density of existing mangrove roots. The existing mangrove roots that have been impacted will be kept in place.

Recommended Restoration

Mangroves will be replanted with varying sizes of mangrove specimens and unique planting techniques in two phases. No debris and minimal invasive plants have been found in the proposed Restoration Areas. As noted above, current mangrove roots on site will be kept in place. Elevations within the Restoration Area appear to be conducive to mangrove growth as evidenced by the density of naturally occurring propagules.

Restoration is recommended to consist in three steps:

Step 1 – Plantings

Varying sizes of mangrove specimens and unique planting techniques will be used and occur in two phases to accommodate the shoreline challenges. A total of 2,780 mangroves will be planted in two phases.

1) Phase 1 areas with exposed sand along the shoreline.

Exposed sandy areas will be replanted in Phase 1. MANG has advised exposed sandy areas to be the most ideal for restoration and the optimal planting area for long-term success.

- Thirty 7-gallon red mangroves will be planted to recover the lost canopy. These new canopies will begin at a height of five to seven feet.
- Surrounding the larger 7-gallon mangroves, 250 3-gallon red mangroves with 3-4 feet starting height will be planted.
- The total area of exposed sandy area to replant is 2,918.25 sq. ft (Figure 5, 6).
- The final phase of large mangrove planting includes 500 1-gallon mangroves spanning 2.5-4 feet in height.
- The 1-gallon mangroves will encompass a mix of Red, White, and Black mangroves, creating natural transition zones and expanding the overall restorable square footage of the site. This tiered planting approach expedites canopy formation, stabilizing soil and promoting sediment accretion. Spacing for Phase 1 will be 2ft on center (Figure 6).

2) Phase 2 areas with existing mangrove roots, riprap and newly planted mangroves along the shoreline (Figures 7,8,9).

Phase 2 focuses on harder to plant areas.

- 2,000 mature seedling red mangroves will be planted in these areas.
- The total area to be replanted amongst existing mangrove roots and riprap is 8,567.10 sq. ft. (Figure 7,8).
- These seedlings will fill in the gaps identified between the existing mangrove roots, newly planted mangroves and rip rap when applicable. The terminal height of the seedlings will be 2 feet in height or greater.
- These seedlings have undergone an extended nurturing period to ensure robust terminal growth and enhanced strength. This specialized strategy leverages existing roots for structural reinforcement. Spacing for Phase 2 will be 1-1.5 feet on center.

Precise planting locations may be field adjusted if sub-surface conditions present challenges. To the extent feasible, restoration, planting and monitoring work will be performed during periods of low tide. Plantings of well-rooted, nursery grown stock will be performed by MANG who is familiar with mangrove planting techniques within the timeframe detailed in the Consent Order. If the restoration area is not deemed successful after the yearly monitoring event specified in the Consent Order, additional supplemental planting plans will be provided.

To further hasten restoration, it is recommended that red mangrove propagules and black and white mangrove seeds/seedlings that may naturally recruit into the area be allowed to naturally re-populate the area.

Step 2 – Documenting Restoration and Future Mangrove Growth

In order to gauge the degree of success of the mangrove restoration project, it is recommended that baseline conditions be documented immediately following the plantings.

The following data will be collected:

- The date of inspection.
- Fixed location camera-stations will be used to provide photo evidence showing conditions. GPS coordinates will be recorded at the location of the field-located fixed camera-stations, from which photos will be taken during each monitoring session and included in the Time Zero and each following report.
- The number, height and condition of each of the 27 polygons (Figure 5) of all mangroves planted in the restoration areas will be recorded. If mangrove plantings are found to not have survived, this will be noted.
- Estimates will be made of the percent cover of mangroves.
- Description of any exotic non-native species removal.

Records will be kept of fauna observed in and adjacent to the site during the planting and monitoring events.

Non-native exotic plants will be removed from the restoration areas with only hand-held equipment.

A report describing the results of the baseline (i.e., time zero) monitoring and including photos taken from the photo stations and survival rates of the mangrove plantings will be provided.

This approach for documentation of mangrove restoration is based on previous requirements by FDEP's Southeast District.

Step 3 – Schedule for Maintenance and Monitoring Plan Implementation.

Plantings and the collection of Time Zero (i.e., baseline) field data will be collected *per* FDEP guidance or within 30 days following execution of a Consent Order. The report detailing the plantings and the results of the collection of baseline data will be provided to FDEP within 14 days after the plantings and collection of the Time Zero field data.

Subsequent monitoring, maintenance and reporting will be conducted as follows:

For five years following completion of the Restoration Actions and the Time Zero report, the Respondents shall inspect the restoration quarterly for the first year and annually for years two through five.

The purpose of this monitoring is to document the health of each mangrove planted within the Restoration Area, to document any new mangrove growth (i.e., mangrove saplings, new mangrove recruits), and determine the success of the restoration.

At each inspection in the Monitoring Schedule, the Respondents shall replace enough dead plants to ensure that at least 80 percent of the original number of each species planted in the restoration areas is alive.

The project will be deemed successful when the percent survival of planted mangroves is 80% or higher or the percent cover of mangroves reaches 80% or higher.

Plant species designated by the State of Florida as Category I or Category II invasives that may become established within the restoration area will be removed during the initial planting and during each successive monitoring event using the least-impactful technique. The use of herbicides in the aquatic environment will be prohibited.

Summary

Implementation of this Restoration, and Monitoring Plan is expected to restore the area to a mangrove dominated shoreline, where it will provide the multiple functions of providing intertidal and sub-tidal habitat for aquatic organisms, protecting the shoreline from erosion and filtration of upland runoff.

Total area of mangrove impact as stated in both the Warning Letter and Follow up Inspection Report add to 21,331 sq. ft. or 0.49 acres. This area was estimated by FDEP based on mangrove canopy lost and used aerial images to finalize the area impacted.

In Figure 6, please see how the areas we are restoring compare to the FDEP determined mangrove canopy lost. Total restoration area proposed is 11,485.35 sq. ft. which includes both the bare sand areas and the area amongst existing mangrove roots, riprap, and space between the large 1, 3, and 7-gallon plantings. 2,780 mangroves are proposed to be replanted in this plan.

Appendix:

Figure 1: Location Map

Figure 2: Consultant Mapped Mangrove Damage and Potential Restoration Area

Figure 3: Warning Letter Map

Figure 4: May 31st Follow Up Inspection Report Map

Figure 5: Consultant Mapped Replanting Areas with Total Areas Labeled

Figure 6: Phase 1 Replanting Plan Map

Figure 7: Phase 2 Replanting Plan Map

Figure 8: Phase 2 Replanting Plan Map

Figure 9: Phase 2 Replanting Plan Map

Figure 10: Restoration Area and FDEP Mangrove Canopy Area Map

Photo 1: Bare Sand Planting Area

Photo 2: Planting Area with Existing Mangrove Roots

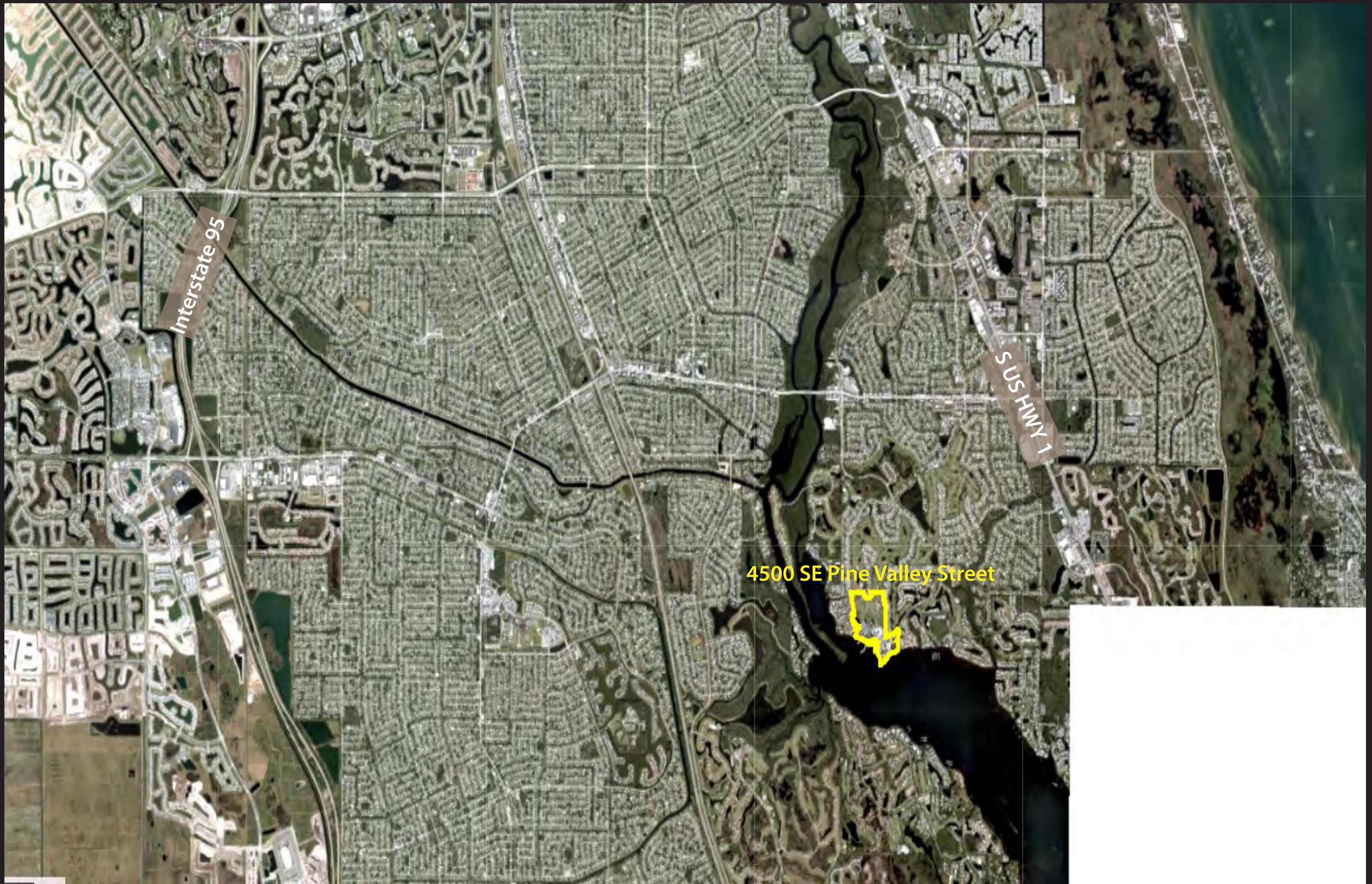


Figure 1: Location Map

Sandpiper Bay Resort
4500 SE Pine Valley Street
Port Saint Lucie, FL 34952





These data were collected with ArcGIS Field Maps and a Trimble Catalyst receiver with sub-meter accuracy.

Figure 2: Mangrove Damage and Potential Restoration Area Map




Sandpiper Bay Resort
Data Collected: July 7, 2023

MANGROVE IMPCAT MAP

SANDPIPER / MANGROVES

Site No.: 435405; Project No.:410938



-  Cadastral 2020 (Property Appraiser Parcels) - Public View
-  CONSERVATION AREA (10-15 ft. tall)
-  CONSERVATION AREA (> 25ft. tall)

TOTAL CONSERVATION AREA ~ 17, 789 SQ. FT

0 62.5 125 Feet



Created by FDEP
05/24/2023

N




MANGROVE/WETLAND/OSW IMPACT MAP

SANDPIPER BAY RESORT

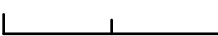
Site No.: 435405; Project No.: 410938



 Mangrove/Wetland Impacts (~3,542 sq. ft)

 OSW Impacts (~430 sq. ft)

0 25 50 Feet



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Created by FDEP
6/9/2023



Figure 5: Consultant Mapped Replanting Areas with Total Areas Labeled

Sandpiper Bay Resort
4500 SE Pine Valley Street
Port Saint Lucie, FL 34952



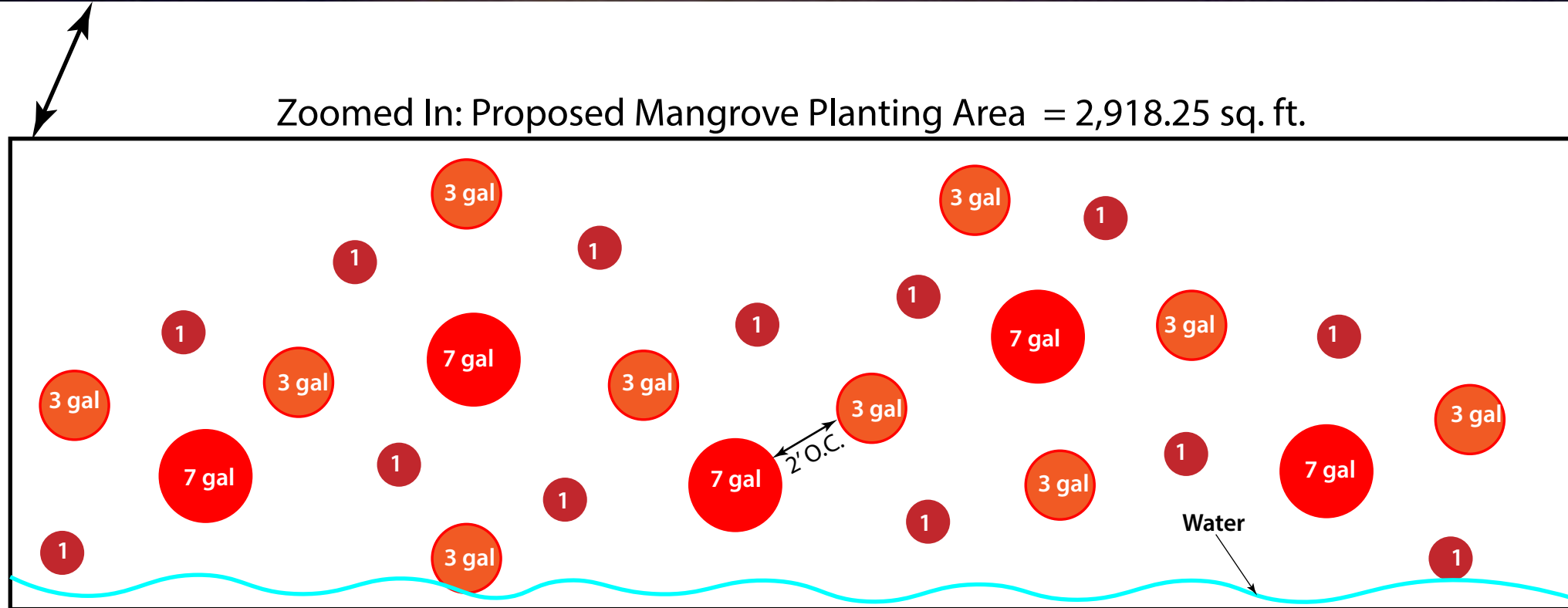


Figure 6: Phase 1
Replanting Plan Map

Sandpiper Bay Resort
4500 SE Pine Valley Street
Port Saint Lucie, FL 34952





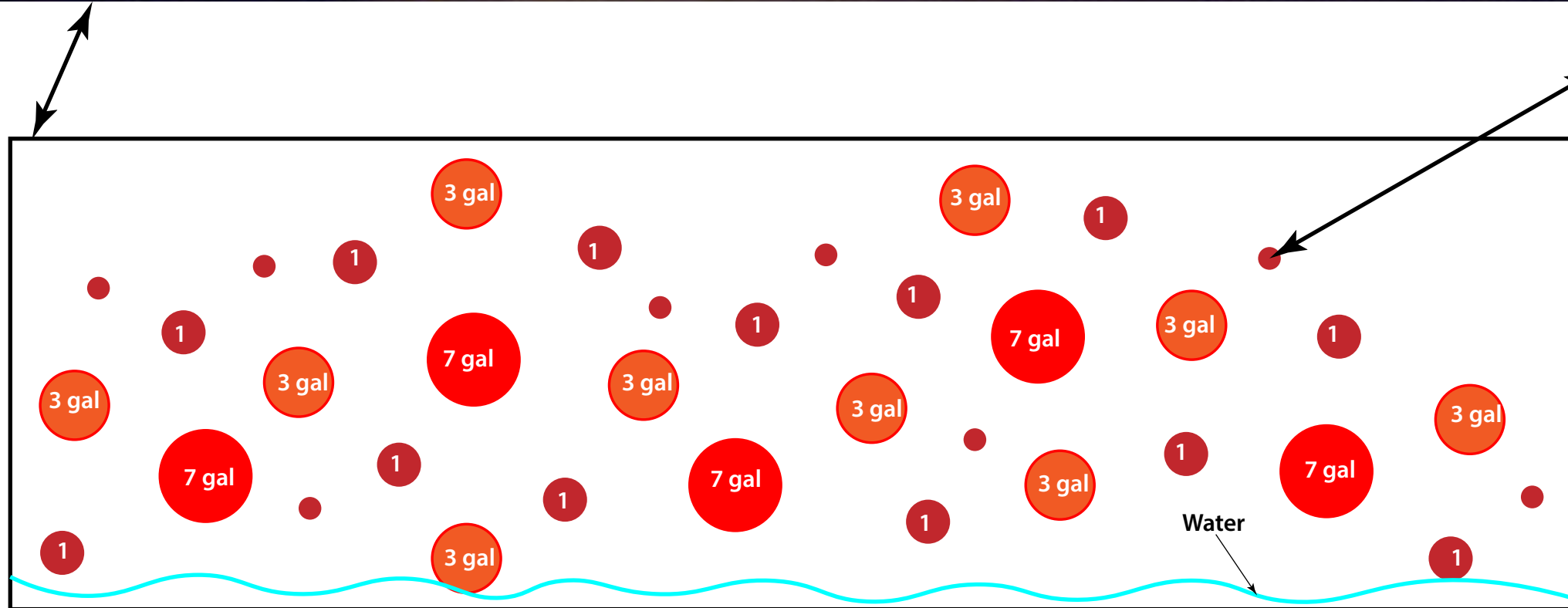
Replanting with mature, 2 ft. tall, Red mangrove seedlings amongst existing roots. One to one and a half feet on center.

Figure 7: Phase 2
Replanting Plan Map
Amongst Existing Roots

Sandpiper Bay Resort
4500 SE Pine Valley Street
Port Saint Lucie, FL 34952



Replanting with mature, 2 ft. tall, Red mangrove seedlings amongst existing riprap. One to one and a half feet on center.



Replanting with mature, 2 ft. tall, Red mangrove seedlings amongst the newly planted mangroves along the shoreline. One to one and a half feet on center.

Figure 9: Phase 2 Replanting Plan Map Amongst New Plantings

Sandpiper Bay Resort
 4500 SE Pine Valley Street
 Port Saint Lucie, FL 34952

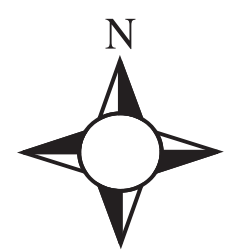




* Not a survey

Figure 10: Restoration Area & FDEP Mangrove Canopy Area Map

Sandpiper Bay Resort
4500 SE Pine Valley Street
Port Saint Lucie, FL 34952







"Attachment V"



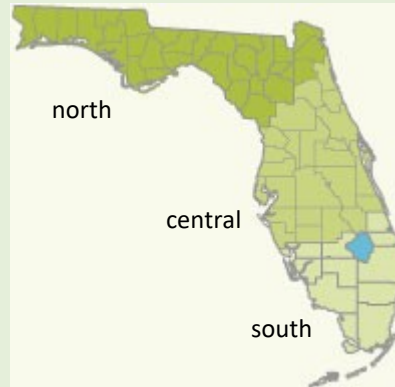
For more information on
invasive exotic plants
including links to related
web pages, visit:
www.fleppc.org

FLEPPC List Definitions:

Exotic—a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. **Native**—a species whose natural range includes Florida. **Naturalized exotic**—an exotic that sustains itself outside cultivation (it is still exotic; it has not “become” native).

Invasive exotic— an exotic that has not only naturalized, but is expanding on its own in Florida native plant communities.

Zone: N = north, **C** = central, **S** = south, Referring to each species’ general distribution in regions of Florida (not its potential range in the state). Please refer to the map below.



Citation example:

FLEPPC. 2019 List of Invasive Plant Species.
Florida Exotic Pest Plant Council. Internet: www.fleppc.org

The 2019 list was prepared by the FLEPPC Plant List Committee

Tony Pernas, Co-Chair, 2017-2019, National Park Service, Big Cypress National Preserve, tony_pernas@nps.gov

Dennis Giardina, Co-Chair, 2017-2019, Florida Fish and Wildlife Conservation Commission, dennis.giardina@myfwc.com

Janice Duquesnel, Florida Park Service, Florida Department of Environmental Protection, janice.duquesnel@dep.state.fl.us

Alan Franck, Florida International University, Department of Biological Sciences, afanck@fiu.edu

Roger L. Hammer, Retired Naturalist and Author, kaskazi44@comcast.net

John Kunzer, Florida Fish and Wildlife Conservation Commission, john.kunzer@myfwc.com

James Lange, Fairchild Tropical Botanic Garden, jlange@fairchildgarden.org

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Chris Lockhart, Habitats Specialists Inc., chris@lockharts.org

Jean McCollom, Natural Ecosystems, jeanm@naples.net

Gil Nelson, Professor Emeritus, Florida State University/iDigBio, gilnelson@bio.fsu.edu

Jennifer Possley, Fairchild Topical Botanic Garden, jpossley@fairchildgarden.org

Jimi L. Sadle, National Park Service, Everglades National Park, jimi_sadle@nps.gov

Dexter Sowell, Florida State University, FNAI, dsowell@fnai.fsu.edu

Jessica Spencer, US Army Corps of Engineers, jessica.e.spencer@usace.army.mil

Arthur Stiles, Florida Park Service, arthur.stiles@dep.state.fl.us

Richard P. Wunderlin, Professor Emeritus, University of South Florida, rwunder@usf.edu

Florida Exotic Pest Plant Council’s 2019 List of Invasive Plant Species

The mission of the Florida Exotic Pest Plant Council is to reduce the impacts of invasive plants in Florida through the exchange of scientific, educational, and technical information.

Note: The FLEPPC List of Invasive Plant Species is not a regulatory list. Only those plants listed as Federal Noxious Weeds, Florida Noxious Weeds, Florida Prohibited Aquatic Plants, or in local ordinances are regulated by law.

Purpose of the List

To provide a list of plants determined by the Florida Exotic Pest Plant Council to be invasive in natural areas of Florida and routinely update the list based upon information of newly identified occurrences and changes in distribution over time. Also, to focus attention on:

- The adverse effects exotic pest plants have on Florida’s biodiversity and native plant communities,
- The habitat losses in natural areas from exotic pest plant infestations,
- The impacts on endangered species via habitat loss and alteration,
- The need for pest plant management,
- The socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas),
- Changes in the severity of different pest plant infestations over time,
- Providing information to help managers set priorities for research and control programs.

www.fleppc.org

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.

Scientific Name	Common Name	Zone	Scientific Name	Common Name	Zone
<i>Abrus precatorius</i>	rosary pea	C, S	<i>Melinis repens</i>	Natalgrass	C, S
<i>Acacia auriculiformis</i>	earleaf acacia	C, S	<i>Microsorium grossum</i> ⁴	serpent fern, wart fern	S
<i>Albizia julibrissin</i>	mimosa, silk tree	N, C	<i>Microstegium vimineum</i>	Japanese stiltgrass	N
<i>Albizia lebbbeck</i>	woman's tongue	C, S	<i>Mimosa pigra</i>	catclaw mimosa	C, S
<i>Ardisia crenata</i>	coral ardisia	N, C, S	<i>Nandina domestica</i>	heavenly bamboo, nandina	N, C
<i>Ardisia elliptica</i>	shoebutton ardisia	C, S	<i>Nephrolepis brownii</i>	Asian sword fern	C, S
<i>Asparagus aethiopicus</i>	asparagus fern	N, C, S	<i>Nephrolepis cordifolia</i>	sword fern	N, C, S
<i>Bauhinia variegata</i>	orchid tree	C, S	<i>Neyraudia reynaudiana</i>	Burma reed	S
<i>Bischofia javanica</i>	bishopwood	C, S	<i>Nymphaoides cristata</i>	crested floatingheart	C, S
<i>Calophyllum antillanum</i>	Santa Maria	S	<i>Paederia cruddasiana</i>	sewer vine	S
<i>Casuarina equisetifolia</i>	Australian-pine	N, C, S	<i>Paederia foetida</i>	skunk vine	N, C, S
<i>Casuarina glauca</i>	suckering Australian-pine	C, S	<i>Panicum repens</i>	torpedograss	N, C, S
<i>Cenchrus purpureus</i> (<i>Pennisetum purpureum</i>)	elephantgrass, Napier grass	N, C, S	<i>Pistia stratiotes</i>	water-lettuce	N, C, S
<i>Cinnamomum camphora</i>	camphor-tree	N, C, S	<i>Psidium cattleianum</i>	stawberry guava	C, S
<i>Colocasia esculenta</i>	wild taro	N, C, S	<i>Psidium guajava</i>	guava	C, S
<i>Colubrina asiatica</i>	latherleaf	S	<i>Pueraria montana</i> var. <i>lobata</i>	kudzu	N, C, S
<i>Cupaniopsis anacardioides</i>	carrotwood	C, S	<i>Rhodomyrtus tomentosa</i>	downy rose-myrtle	C, S
<i>Deparia petersenii</i>	Japanese false spleenwort	N, C	<i>Ruellia simplex</i>	Mexican petunia	N, C, S
<i>Dioscorea alata</i>	winged yam	N, C, S	<i>Salvinia minima</i>	water spangles	N, C, S
<i>Dioscorea bulbifera</i>	air potato	N, C, S	<i>Scaevola taccada</i>	beach naupaka, half-flower	N, C, S
<i>Dolichandra unguis-cati</i> (<i>Macfadyena unguis-cati</i>)	cat's-claw vine	N, C, S	<i>Schefflera actinophylla</i>	schefflera, umbrella tree	C, S
<i>Eichhornia crassipes</i>	water-hyacinth	N, C, S	<i>Schinus terebinthifolia</i>	Brazilian pepper	N, C, S
<i>Eugenia uniflora</i>	Surinam cherry	C, S	<i>Scleria lacustris</i>	Wright's nutrush	C, S
<i>Ficus microcarpa</i> ¹	laurel fig	C, S	<i>Scleria microcarpa</i> [*]	tropical nutrush	C, S
<i>Hydrilla verticillata</i>	hydrilla	N, C, S	<i>Senna pendula</i> var. <i>glabrata</i>	Christmas senna, climbing cassia	C, S
<i>Hygrophila polysperma</i>	green hygro	N, C, S	<i>Solanum tampicense</i>	wetland night shade	C, S
<i>Hymenachne amplexicaulis</i>	West Indian marsh grass	N, C, S	<i>Solanum viarum</i>	tropical soda apple	N, C, S
<i>Imperata cylindrica</i>	cogongrass	N, C, S	<i>Sporobolus jacquemontii</i>	West Indian dropseed	C, S
<i>Ipomoea aquatica</i>	water-spinach	C	<i>Syngonium podophyllum</i>	arrowhead vine	N, C, S
<i>Jasminum dichotomum</i>	Gold Coast jasmine	C, S	<i>Syzygium cumini</i>	Java plum	C, S
<i>Jasminum fluminense</i>	Brazilian Jasmine	C, S	<i>Tectaria incisa</i>	incised halberd fern	S
<i>Lantana strigocamara</i> ²	lantana, shrub verbena	N, C, S	<i>Thelypteris opulenta</i>	jeweled maidenhair fern	S
<i>Ligustrum lucidum</i>	glossy privet	N, C	<i>Thespesia populnea</i>	seaside mahoe	C, S
<i>Ligustrum sinense</i>	Chinese privet	N, C, S	<i>Tradescantia fluminensis</i>	small-leaf spiderwort	N, C
<i>Lonicera japonica</i>	Japanese honeysuckle	N, C, S	<i>Tradescantia spathacea</i>	oyster plant	C, S
<i>Ludwigia peruviana</i>	Peruvian primrosewillow	N, C, S	<i>Triadica sebifera</i>	Chinese tallow-tree	N, C, S
<i>Lumnitzera racemosa</i>	black mangrove	S	<i>(Sapium sebiferum)</i>		
<i>Luziola subintegra</i>	Tropical American watergrass	S	<i>Urena lobata</i>	Caesar's weed	N, C, S
<i>Lygodium japonicum</i>	Japanese climbing fern	N, C, S	<i>Urochloa mutica</i>	paragrass	N, C, S
<i>Lygodium microphyllum</i>	Old World climbing fern	N, C, S	<i>Vitex rotundifolia</i>	beach vitex	N
<i>Manilkara zapota</i>	sapodilla	S			
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	C, S			

¹ Does not include *Ficus microcarpa* var. *fuyuensis*, which is sold as "green island ficus".

² Historically this non-native has been referred to as *Lantana camara*, a species not known to occur in Florida.

³ Does not include the native endemic *Spermacoce neoterminalis*.

⁴ *Microsorium grossum* has been previously misidentified as *Microsorium scolopendria*.

* Added to the FLEPPC List of Invasive Species in 2019.

Plant names are those published in the Atlas of Florida Plants (<http://www.florida.plantatlas.usf.edu>). For historical species nomenclature see "Guide to Vascular Plants of Florida Third Edition." Wunderlin and Hansen, University of Florida Press. 2011.

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category 1 species. These species may become Category 1 if ecological damage is demonstrated.

Scientific Name	Common Name	Zone	Scientific Name	Common Name	Zone
<i>Adenanthera pavonina</i>	red sandalwood	S	<i>Koeleruteria elegans</i> subsp. <i>formosana</i>	flamegold tree	C, S
<i>Agave sisalana</i>	sisal hemp	C, S	<i>Landoltia punctata</i>	spotted duckweed	N, C, S
<i>Alstonia macrophylla</i>	devil tree	S	<i>Leucaena leucocephala</i>	leadtree	N, C, S
<i>Alternanthera philoxeroides</i>	alligatorweed	N, C, S	<i>Limnophila sessiliflora</i>	Asian marshweed	N, C, S
<i>Antigonon leptopus</i>	coral vine	N, C, S	<i>Livistona chinensis</i>	Chinese fan palm	C, S
<i>Ardisia japonica</i>	Japanese ardisia	N	<i>Macroptilium lathyroides</i>	wild bushbean	N, C, S
<i>Aristolochia elegans</i> (<i>Aristolochia littoralis</i>)	calico flower	N, C, S	<i>Melaleuca viminalis</i> (<i>Callistemon viminalis</i>)	bottlebrush	C, S
<i>Asystasia gangetica</i>	Ganges primrose	C, S	<i>Melia azedarach</i>	Chinaberry	N, C, S
<i>Begonia cucullata</i>	wax begonia	N, C, S	<i>Melinis minutiflora</i>	molasses grass	C, S
<i>Broussonetia papyrifera</i>	paper mulberry	N, C, S	<i>Mikania micrantha</i>	mile-a-minute vine	S
<i>Bruguiera gymnorhiza</i>	large-leafed mangrove	S	<i>Momordica charantia</i>	balsam-apple	N, C, S
<i>Callisia fragrans</i>	Inch plant	C, S	<i>Murraya paniculata</i>	orange-jessamine	S
<i>Casuarina cunninghamiana</i>	river sheoak	C, S	<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	N, C, S
<i>Cecropia palmata</i>	trumpet tree	S	<i>Passiflora biflora</i>	twin-flowered passion vine	S
<i>Cenchrus polystachios</i> (<i>Pennisetum polystachios</i>)	mission grass	S	<i>Phoenix reclinata</i>	Senegal date palm	C, S
<i>Cenchrus setaceus</i> (<i>Pennisetum setaceum</i>)	fountain grass	S	<i>Phyllostachys aurea</i>	golden bamboo	N, C
<i>Cestrum diurnum</i>	day jessamine	C, S	<i>Pittosporum pentandrum</i>	Taiwanese cheesewood	S
<i>Chamaedorea seifrizii</i>	bamboo palm	S	<i>Platycerium bifurcatum</i>	staghorn fern	S
<i>Clematis terniflora</i>	Japanese clematis	N, C	<i>Praxelis clematidea</i>	praxelis	C
<i>Cocos nucifera</i>	coconut palm	S	<i>Pteris vittata</i>	Chinese brake, ladder brake	N, C, S
<i>Crassocephalum crepidioides</i>	redflower ragleaf	C, S	<i>Ptychosperma elegans</i>	solitary palm	S
<i>Cryptostegia madagascariensis</i>	Madagascar rubbervine	C, S	<i>Richardia grandiflora</i>	largeflower Mexican clover	N, C, S
<i>Cyperus involucratus</i>	umbrella plant	C, S	<i>Ricinus communis</i>	castorbean	N, C, S
<i>Cyperus proflifer</i>	dwarf papyrus	C, S	<i>Rotala rotundifolia</i>	dwarf rotala, roundleaf toothcup	S
<i>Dactyloctenium aegyptium</i>	Durban crow's-foot grass	C, S	<i>Ruellia blechum</i>	green shrimp plant	N, C, S
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo	C, S	<i>Sesbania punicea</i>	rattlebox	N, C, S
<i>Dalechampia scandens</i> [*]	spurge-creeper	S	<i>Sida planicaulis</i>	mata-pasto	C, S
<i>Distimake tuberosus</i> (<i>Merremia tuberosa</i>)	Spanish arbor vine, wood-rose	C, S	<i>Solanum diphyllum</i>	twingleaf nightshade	N, C, S
<i>Dracaena hyacinthoides</i> (<i>Sansevieria hyacinthoides</i>)	bowstring hemp	C, S	<i>Solanum torvum</i>	turkey berry	N, C, S
<i>Elaeagnus pungens</i>	silverthorn, thorny olive	N, C	<i>Spermacoce verticillata</i> ³	shrubby false buttonweed	C, S
<i>Elaeagnus umbellata</i>	autumn olive, silverberry	N	<i>Sphagneticola trilobata</i>	wedelia	N, C, S
<i>Epipremnum pinnatum</i> cv. 'Aureum'	pothos	C, S	<i>Stachytarpheta cayennensis</i>	nettle-leaf porterweed	S
<i>Eulophia graminea</i>	Chinese crown orchid	C, S	<i>Syagrus romanzoffiana</i>	queen palm	C, S
<i>Ficus altissima</i>	council tree, false banyan	S	<i>Syzygium jambos</i>	Malabar plum, rose-apple	N, C, S
<i>Flacourtia indica</i>	governor's plum	S	<i>Talipariti tiliaceum</i>	mahoe, sea hibiscus	C, S
<i>Hemarthria altissima</i>	limpograss	C, S	<i>Terminalia catappa</i>	tropical-almond	C, S
<i>Heteropterys brachiata</i>	redwing	S	<i>Terminalia muelleri</i>	Australian-almond	C, S
<i>Hyparrhenia rufa</i>	jaragua	N, C, S	<i>Tribulus cistoides</i>	puncture vine, burr-nut	N, C, S
<i>Ipomoea carnea</i> subsp. <i>fistulosa</i>	shrub morning-glory	C, S	<i>Urochloa maxima</i> (<i>Panicum maximum</i>)	Guineagrass	N, C, S
<i>Kalanchoe x houghtonii</i>	mother of millions	N, C, S	<i>Vernicia fordii</i>	tung-oil tree	N, C, S
<i>Kalanchoe pinnata</i>	life plant	C, S	<i>Vitex trifolia</i>	simple-leaf chastetree	C, S
			<i>Washingtonia robusta</i>	Washington fan palm	C, S
			<i>Wisteria sinensis</i>	Chinese wisteria	N, C
			<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	N, C, S