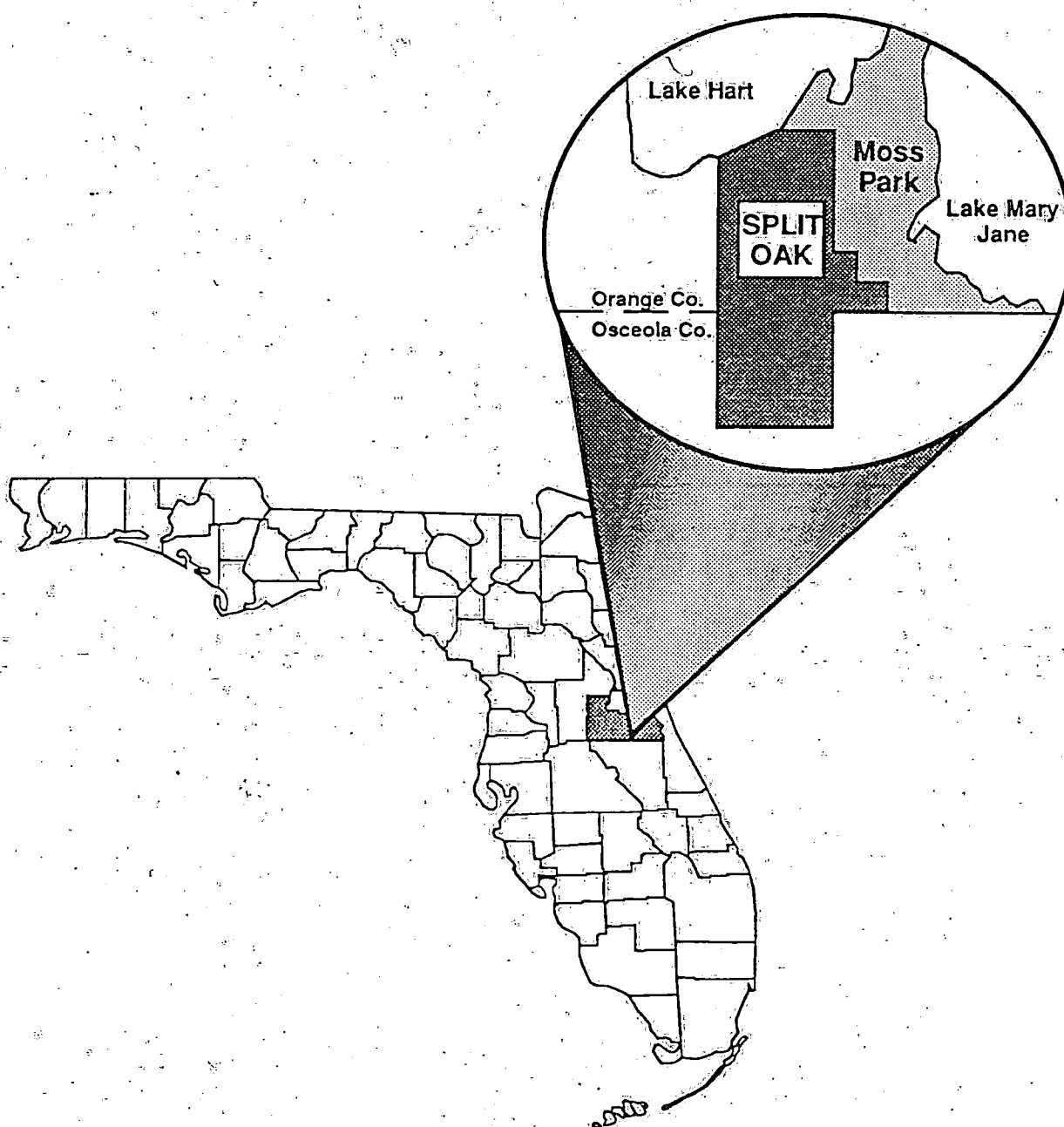


# SPLIT OAK FOREST MITIGATION PARK MANAGEMENT PLAN



Prepared by Florida Game and Freshwater Fish Commission,  
Orange County and Osceola County

REVISED Page 5: 1999  
SIC  
Plan

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## 1. INTRODUCTION

### A. General Information

This document provides an overview of the management concept that will direct recreation and resource protection activities at the 1,865-acre Split Oak Forest Mitigation Park (SOFMP). The Florida Game and Fresh Water Fish Commission will have management responsibility for this site and will work cooperatively with Orange and Osceola counties to develop a more detailed plan following site acquisition. The management emphasis at Split Oak Forest Mitigation Park will be directed at protecting and maintaining habitat for listed wildlife populations. To a large degree, this will require preservation and proper management of native communities within the site such as the xeric oak, dry prairie, hardwood hammock, and longleaf pine communities. This emphasis is consistent with the primary source of funding to effectuate site acquisition which consists of mitigation payments made by developers to offset impacts to wildlife resources.

Split Oak Forest is an environmentally significant project with a wide variety of vegetative communities and wildlife species. Eleven plant communities are found on-site ranging from wetlands to xeric scrub. Eight endangered, threatened, or species of special concern have been documented on-site. Historically, Split Oak Forest has been used for cattle rangeland but with low numbers of cattle. The property owner has not allowed overgrazing or hunting on the property so native species exist in a relatively undisturbed setting. Only fire management is needed in most of the upland portions of the site.

### B. Property Name and Identification

The site for which this management plan has been prepared is identified as the Split Oak Forest Mitigation Park. Its name bears specific reference to both a unique tree specimen within the property and the function of the site as an environmental mitigation area.

According to the Public records of Orange and Osceola Counties, the subject site was transferred in October 1987 from the Edward Poitras Trust to the current trustees composed of M.L. Carter, T. M. Woods, and M.P. Healy. This transaction is recorded in O.R. Book 3932, page 1835, in the Public records of Orange County.

### C. Location and Legal Description

The subject property is situated in parts of Sections 27, 33,

34 and 35 of Township 24 South, Range 31 East, In Orange County, Florida, and in parts of Sections 3 and 4 in Township 25 South, Range 31 East, in Osceola County, Florida. It is located in the eastern portion of these counties approximately 2 miles east of State Road 15 (Figure 1.).

D. Geographical Significance

The county line for Orange and Osceola counties bisects the site. Major site features include Lake Hart to the north, Lake Mary Jane to the northeast, and Lake Ajay to the west. Metropolitan Orlando is located approximately 15 miles northwest of the site. The site also shares approximately 1.5 miles of common boundary with Moss Park, a resource based recreation area in Orange County.

F. Title Information

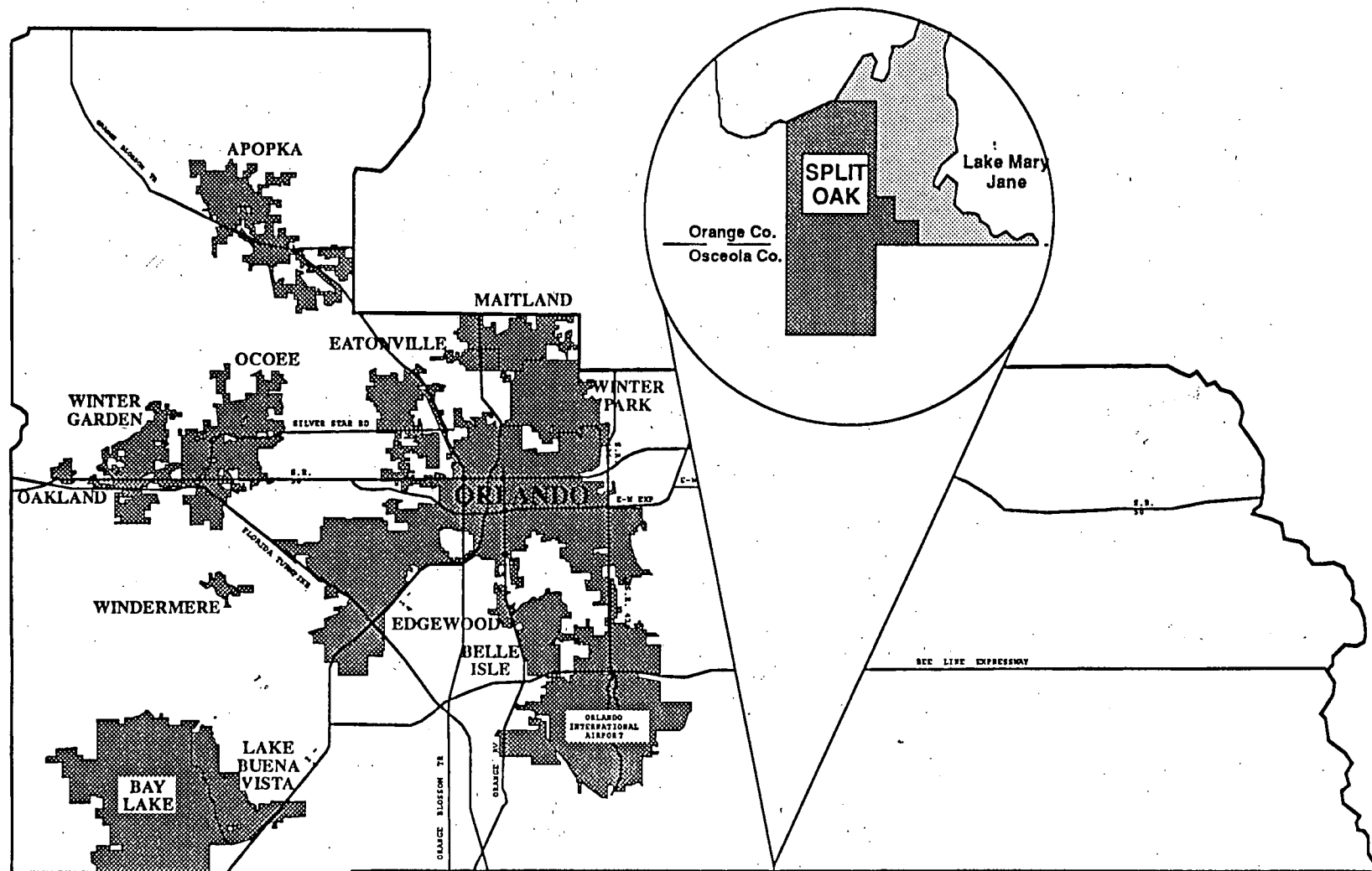
According to information from the current landowner, the property is not encumbered by any existing easements, concessions or leases. A title search that will be ordered by the Division of State Lands as part of the due diligence performed for acquisition of the property will provide final determination. Florida Communities Trust will be notified in writing at least 60 days in advance for any proposed concession, lease or easement being considered.

2. **PURPOSE**

A. Mitigation Park Program

The purpose of this project is to initiate an Environmental Mitigation Park program for Orange and Osceola counties and for the East Central Florida Regional Planning Council area. Once in place, the primary goal of this program will be to accommodate wildlife and wetland mitigation projects in a manner that is more biologically sound and efficient than conventional forms of mitigation. Appendix D includes an interlocal agreement between GFC and Orange and Osceola counties that implements this program.

A portion of the funds used for the acquisition of lands within this mitigation park will originate from land development interests. By directing funds into the mitigation park program, developers are provided with the opportunity to offset the impacts of their development on certain listed wildlife populations and wetlands. This creates a "cause and effect" relationship between the loss of habitat on a development site and the developer-funded acquisition of habitat within a mitigation park. Because of this relationship, mitigation parks emphasize the protection and enhancement of listed wildlife populations and their habitat.



## SPLIT OAK FOREST MITIGATION PARK

FLORIDA GAME AND FRESHWATER FISH COMMISSION  
ORANGE COUNTY  
OSCEOLA COUNTY

FIGURE 1 LOCATION MAP

Other uses of the property will be secondary in importance and will feature resource-based recreation that is compatible with wildlife habitat protection.

Under this management format, all management activities will be evaluated in terms of the anticipated impact of the proposed action on listed wildlife within the park. This requires both a knowledge of the life history requirements of listed species present on the site, and an understanding of a species response to a particular management action. To assist managers with decision making, the final management plan will include a management action suitability matrix to help determine if a proposed action will have a positive, neutral, or negative effect on listed species.

#### B. Authority and Responsibility

The Florida Game and Fresh Water Fish Commission, Office of Environmental Services administers the mitigation park program. Specific management actions within the Split Oak Forest Mitigation Park will be coordinated through the Bureau of Wildlife Management and paid for with funds that accumulate within a management account dedicated for this facility. Orange and Osceola counties will develop and administer the wetland mitigation aspect of the program. A perpetual conservation easement over lands that are used for mitigation will be executed between the Florida Game and Fresh Water Fish Commission and Orange and Osceola counties. The intent of this easement will be to prevent activities that could be incompatible with protection of listed species habitat.

#### C. Comprehensive Plan Compliance

Once the project is acquired, Orange and Osceola counties will amend the Future Land Use designations for the property to Conservation, Parks and Recreation, or another similar category at the next available comprehensive plan amendment cycle. Split Oak Forest will also form an anchor property in Orange County's open space and wildlife corridor plan (see Figure 2). This corridor plan is being finalized at this time by the Orange County Planning Department and will be incorporated in a proposed Development Framework Element in the County comprehensive plan. Although very preliminary at this time, development regulations are being formulated to encourage preservation of open space/wildlife corridors.

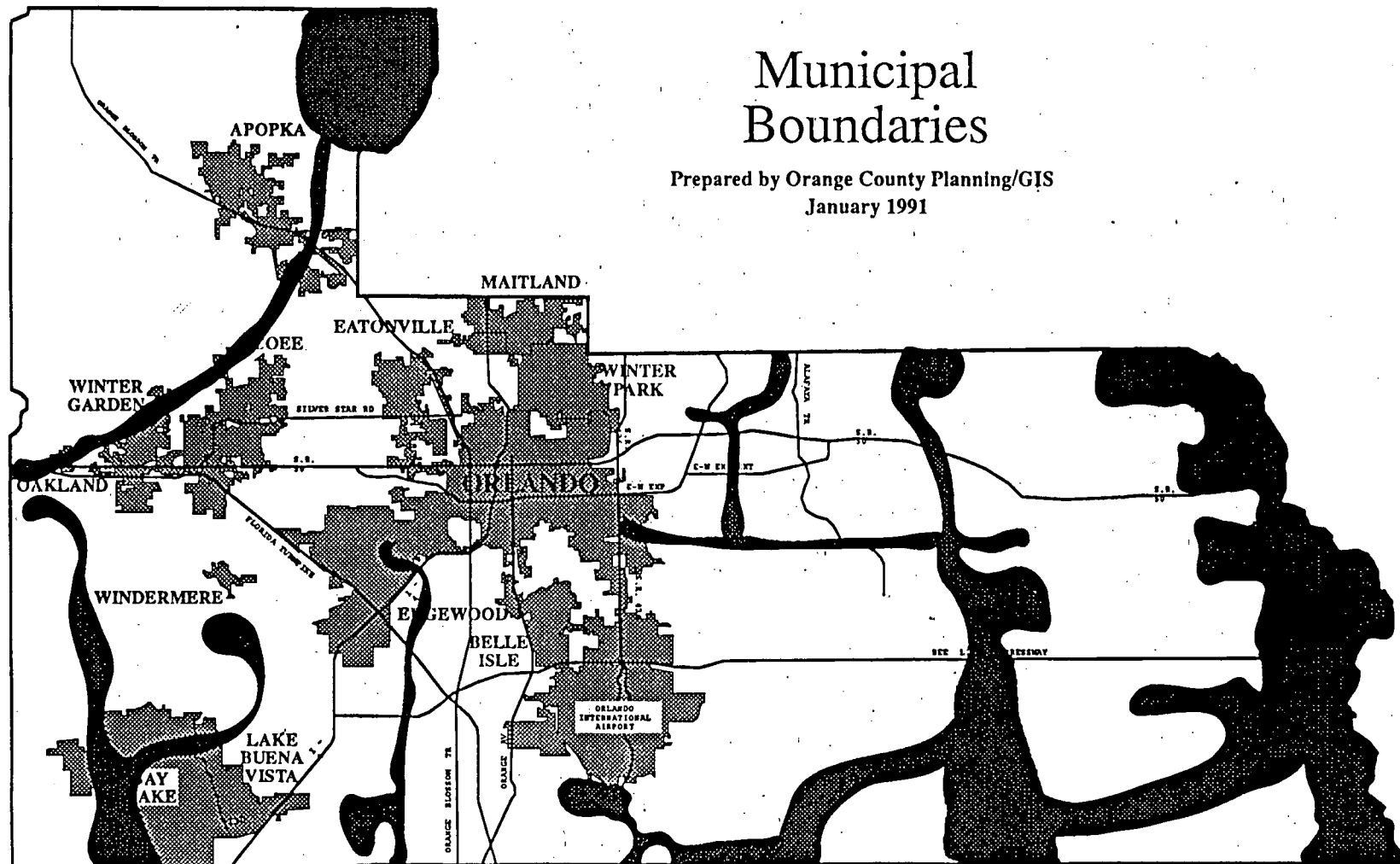
### 3. STRUCTURES AND IMPROVEMENTS

#### A. Public Access

County maintained access to the property is available from the

# Municipal Boundaries

Prepared by Orange County Planning/GIS  
January 1991



## SPLIT OAK FOREST MITIGATION PARK

FLORIDA GAME AND FRESHWATER FISH COMMISSION  
ORANGE COUNTY  
OSCEOLA COUNTY

FIGURE 2  
PRELIMINARY CORRIDORS



west along Clapp-Simms-Duda Road. The property also shares over one mile of common boundary with Moss Park, a resource-based recreational facility that is operated by Orange County. Approximately 20 unpaved parking spaces will be provided at the entrance into the facility. Vehicular traffic within the facility will be limited only to agency and enforcement personnel so no major internal roadway improvements are being proposed.

#### B. Facilities

Figure 3 illustrates the type and locations of actual facilities for storage, parking and access planned for the Split Oak Forest Mitigation Park. This location coincides with a small area of improved pasture so impacts to native vegetation will be negligible. Approximately 3,600 square feet will be devoted to unpaved parking (20 parking spaces) in the pasture area that adjoins Clapp-Simms-Duda Road. Due to the disturbed nature of this site, no listed species impacts are expected as a result of this site improvement. Unpaved access roads will utilize existing dirt roads within the property. ~~Low-intensity recreation coupled with environmental education will account for the majority of uses within the site.~~ This form of public use reduces the need for structural improvements and is consistent with the overall management goal of protecting and enhancing habitat for listed species populations. FCT will be notified and their approval sought for any proposed activity or facility not addressed in this plan.

#### C. Trails

Trails that connect the interesting natural features of the site will be constructed. Public use will be encouraged for scheduled programs under supervision by management staff. The carrying capacity of the site is estimated between 30 and 50 visitors based upon the size and facilities that can be realistically provided. A wildlife viewing boardwalk and platform will be located along the (western) shoreline of Bonnet Pond. Since boat access to Lake Mary Jane and Lake Hart is available at Moss Park, no additional ramps, docks or slips are proposed for this project. All facilities will be accessible to the handicapped per Americans with Disabilities Act requirements.

#### D. Mitigation Permits

As discussed later in this management plan, a detailed mitigation and restoration design plan will be developed for the project. This design will have to be approved by several government agencies including Orange County, Osceola County, South Florida Water Management District, Florida Department of Environmental

west along Clapp-Simms-Duda Road. The property also shares over one mile of common boundary with Moss Park, a resource-based recreational facility that is operated by Orange County. Approximately 20 unpaved parking spaces will be provided at the entrance into the facility. Vehicular traffic within the facility will be limited only to agency and enforcement personnel so no major internal roadway improvements are being proposed.

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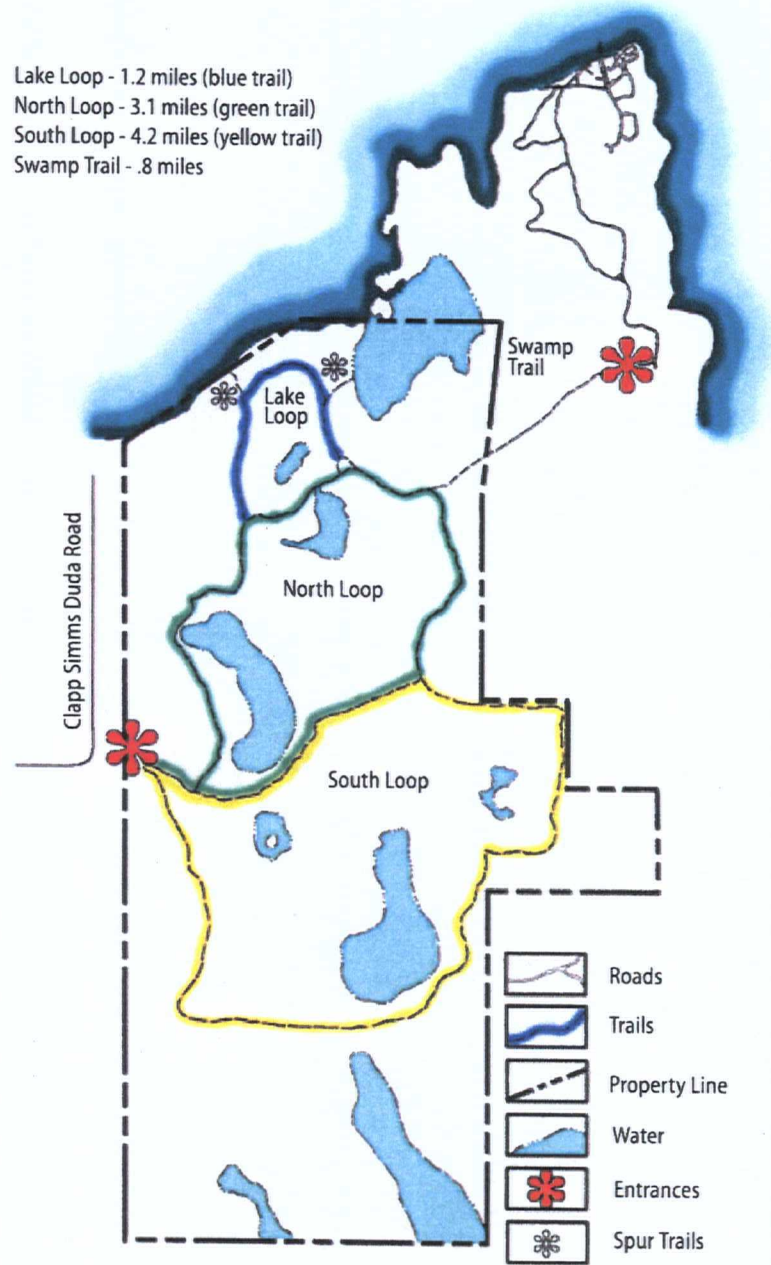
#### C. Trails

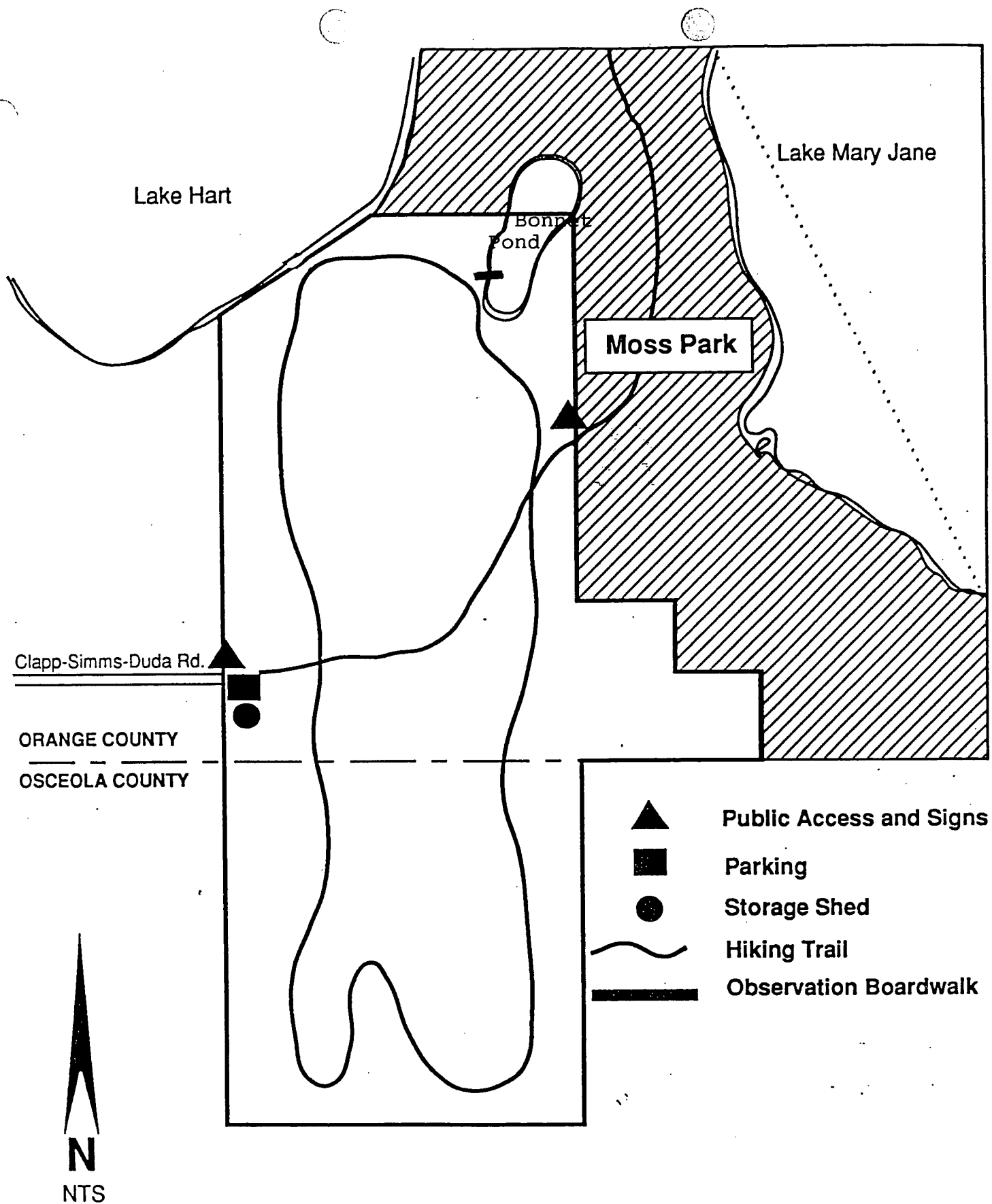
Trails that connect the interesting natural features of the site will be constructed. Public use will be encouraged for scheduled programs under supervision by management staff. The carrying capacity of the site is estimated between 30 and 50 visitors based upon the size and facilities that can be realistically provided. A wildlife viewing boardwalk and platform will be located along the southern shoreline of Lake Hart. Since boat access to Lake Mary Jane and Lake Hart is available at Moss Park, no additional ramps, docks or slips are proposed for this project. All facilities will be accessible to the handicapped per Americans with Disabilities Act requirements.

#### D. Mitigation Permits

As discussed later in this management plan, a detailed mitigation and restoration design plan will be developed for the project. This design will have to be approved by several government agencies including Orange County, Osceola County, South Florida Water Management District, Florida Department of Environmental

Lake Loop - 1.2 miles (blue trail)  
 North Loop - 3.1 miles (green trail)  
 South Loop - 4.2 miles (yellow trail)  
 Swamp Trail - .8 miles

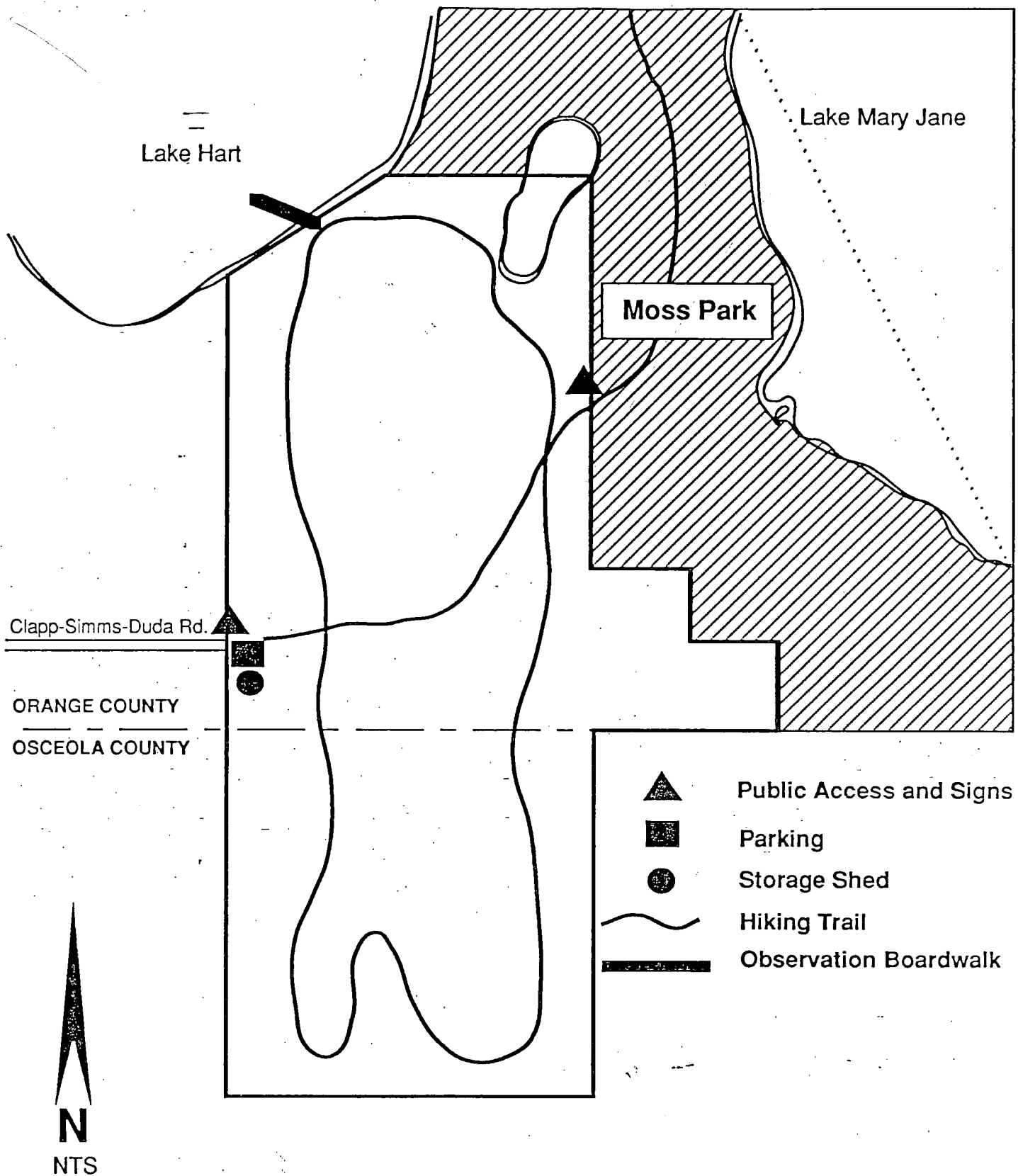




# **SPLIT OAK FOREST MITIGATION PARK**

FLORIDA GAME AND FRESHWATER FISH COMMISSION  
 ORANGE COUNTY  
 OSCEOLA COUNTY

**FIGURE 3 FACILITIES PLAN**



# SPLIT OAK FOREST MITIGATION PARK

FLORIDA GAME AND FRESHWATER FISH COMMISSION  
 ORANGE COUNTY  
 OSCEOLA COUNTY

FIGURE 3 FACILITIES PLAN



Protection, Florida Game and Fresh Water Fish Commission, Florida Communities Trust (FCT), and U. S. Army Corps of Engineers. Written approval will be obtained from all these agencies prior to any physical alterations or improvements. Copies of all permits, approvals or licenses will be furnished to Florida Communities Trust.

E. Signage

*Done 1985*

Major entrance and information signs will be installed at the two primary access points into the site. These signs will identify the primary funding source and participants involved in the establishment of this facility. All signs, brochures and marketing of the mitigation concept will indicate that the site is publicly owned and is an outdoor recreational site.

F. Concessions, Leases, Easements

There are no concessions or leases planned for the property. A conservation easement shall be granted by Orange and Osceola County to the Florida Game and Fresh Water Fish Commission over the portion of the property that will be used for mitigation purposes. A future utility easement may also be necessary to provide suitable service to the park. FCT will be provided with 60 days written notice and information regarding any future proposal to lease or operate a concession within the park by non-governmental persons or organizations.

F. Required Permitting

Based on the natural characteristics of the site, construction of proposed facilities and mitigation activities may involve permitting from the following agencies:

1. Florida Department of Environmental Protection - Wetland mitigation, boardwalk construction over wetlands
2. U.S. Army Corps of Engineers - Boardwalk construction over wetlands
3. South Florida Water Management District - Wetland mitigation
4. Florida Game and Fresh Water Fish Commission - Listed species handling and collection.

FCT will be notified of any proposed activity which might require permit approval.

#### 4. KEY MANAGEMENT ACTIVITIES

##### A. Goals and Objectives

The principle management emphasis at Split Oak Forest will be the protection and enhancement of habitat that is important to state and federally listed wildlife populations. While public use and recreation will be encouraged within the project, such use will be controlled in a manner which minimizes disturbance to these resources.

Specific goal and objective statements that will guide management activities within the site are presented below:

Goal 1 To maintain, increase, and ensure the abundance and distribution of state listed wildlife within the project site.

Objective 1: Implement appropriate habitat management and restoration activities in order to satisfy the life history requirements of listed species populations.

Objective 2: Primary consideration will be directed to the needs of listed wildlife populations, even to the exclusion of user considerations.

Objective 3: Establish techniques to monitor the status of listed species populations in order to evaluate and refine management activities.

Goal 2 Provide recreational uses which are compatible with the protection and maintenance of listed wildlife populations, the retention of naturally occurring vegetative associations and protection of sensitive natural area resources.

Objective 1: Provide recreational uses that feature the area's uniqueness as a diverse assemblage of high quality natural plant communities.

Objective 2: Reduce wildlife disturbances and enhance wildlife visibility by limiting unsupervised access to daylight hours only.

Goal 3: Manage for the quality and productivity of the site's xeric plant communities.

Objective 1: Promote management activities such as ecological burning which are necessary to the maintenance of these communities.

Objective 2: Provide protection to sensitive plant communities and individual plant species by controlling use of

motorized vehicles and by directing pedestrian traffic along established hiking trails.

Goal 4: Increase public awareness of the importance of protecting and managing listed species populations.

Objective 1: Provide information regarding the effectiveness of mitigation parks and other habitat protection techniques.

Objective 2: Demonstrate the interrelationships between listed wildlife populations and fire-adapted plant communities.

Objective 3: Provide self-interpretive hiking trails to listed species habitats and unique environmental features.

#### B. Maintenance

Since only passive, low-intensity activities are proposed for the site, janitorial and structural maintenance requirements will be low. Arrangements may be made with the staff at adjoining Moss Park to provide routine servicing of trash cans and restroom facilities. Routine monitoring and security patrol will be coordinated between existing security staff at Moss Park and with GFC wildlife officers.

#### C. Designation Status

GFC will establish Split Oak Forest as a Wildlife and Environmental Area pursuant to rule 39-17.002 F.A.C. and will assume primary management responsibility for the site. Specific regulations to control public use of the site will be promulgated by GFC pursuant to Rule 39-17.005 F.A.C.

#### D. Staffing

While no permanent onsite personnel are currently proposed, staff at Moss Park will be available for monitoring and maintenance. Management personnel will be supplied from either GFC regional offices, or will be performed by private vendors under contract. These personnel will conduct most activities associated with maintenance and habitat management at Split Oak Forest. Specific activities may include fencing, road and trail maintenance, nest box installation, facility development, ecological burning, and plant and wildlife population monitoring. Some activities such as fencing, road maintenance, and ecological burning may be conducted either by GFC personnel or by sub-contractors working for GFC. Decisions regarding use of sub-contractors will be based on cost and equipment availability.



#### E. Security

Law enforcement security will be provided by wildlife officers with the Florida Game and Fresh Water Fish Commission in coordination with security personnel at Moss Park. Pursuant to Rule 39-17.005 F.A.C., GFC will adopt the following specific regulations governing allowable uses within Split Oak Forest:

1. Hunting and possession of firearms will be prohibited;
2. Cutting and removal of vegetation will be prohibited;
3. Non-authorized vehicles will be prohibited;
4. Camping and camp fires will be prohibited;
5. Dogs and other pets or livestock will be prohibited.

#### F. Management Coordination

Split Oak Forest will be managed in accordance with all applicable Federal, State, and County regulations. Those agencies having a direct role in the management of the park are discussed below.

The Florida Game and Fresh Water Fish Commission enforces state laws pertaining to wildlife, fresh water fish, and other aquatic life within the project boundaries. GFC will implement wildlife management programs and will have primary responsibility for management activities within the site.

Orange County Division of Parks and Recreation operates Moss Park which adjoins the eastern portion of the project site. GFC and the managers of Moss Park currently enjoy a very cooperative working relationship. Management professionals from Moss Park will be asked to assist in various facets of park management and operation including linking trail networks, coordinated security patrol, and joint cooperation with environmental education and ecological burning programs. The juxtaposition of both facilities will no doubt result in expanded services to the public at a cost savings to both government agencies.

The Florida Division of Forestry within the Department of Agriculture and Consumer Services will be asked to assist in fire preparation, permitting and implementation of ecological burning, and wildfire emergency plans.

Wildlife biologists from the U.S. Fish and Wildlife Service will be requested to participate in activities designed to restore degraded scrub habitats to a condition that will support the threatened scrub jay.

Use of Split Oak Forest as a wetland mitigation facility will be coordinated through the Department of Environmental Protection and South Florida Water Management District. Professionals from

these agencies will be contacted to provide technical assistance in the development of wetland restoration and enhancement techniques.

The Department of State, Division of Historical Resources will assist as needed to assure protection of any archeological and historical sites or artifacts discovered within the project site.

Coordination with these agencies will occur by comparing management methods and schedules, and by sharing personnel while performing onsite activities when possible.

## 5. RESOURCE PROTECTION

### A. Management Compartments

A preliminary compartment map has been developed to assist with the planning and implementation of specific management activities. Individual compartments were identified based on an examination of existing soil and plant community parameters. Following acquisition, a strategic management plan will be developed for each compartment. This plan will identify resource values, existing management problems, and specific management objectives on an individual compartment basis.

### B. Ecological Burning

*Burn Plan Developed 1996*

Controlled burning will serve as the primary management tool to protect the natural resource qualities of the site. Variations in the seasonality and frequency of burning will occur depending upon management objectives and the type of plant community involved. Targeted burning frequencies include the following: Longleaf pine/turkey oak (3-7 years); mesic flatwoods (3-12 years); xeric oak scrub (7-15 years). The final management plan for the project will identify smoke sensitive areas, fire contingency plans, and compartment-based burning prescriptions to guide the ecological burning program within the site.

### C. Archeological and Historical Resource Protection:

Based on preliminary archeological survey work, the site has a strong likelihood of containing historical elements worthy of protection. Due to the limited scope of site development, protection of archeological resources should be compatible with the

long term management of the site. An archeological survey will be performed as part of the detailed mitigation plan for the project. Appendix A contains the scope of services presently advertized as part of a Request For Proposals. Protection procedures will comply with the provisions of Chapter 267, F.S. Collection or disturbance of any identified area will be prohibited unless prior authorization is obtained from the Department of State, Division of Historical Resources.

#### D. Control of Exotic Plants and Animals

Split Oak Forest currently enjoys a comparatively low level of exotic plant infestation. Most non-native plants occupying the site occur within existing pastures and are the result of intentional introduction by past cattle ranching interests to provide winter forage. Field logs maintained by GFC managers will document any additional record of exotic infestation. Control of exotics will occur as soon as optimum conditions for eradication are reached. Once exotic plant control is initiated, these areas will be routinely monitored for control effectiveness and the possibility of additional infestation.

The occurrence of exotic animals will be monitored through periodic surveys by management personnel. To date, exotic or feral animals do not pose any significant threat to wildlife habitats on Split Oak Forest. If exotic species become a problem, GFC will retain the services of a contractor to remove nuisance animals using cost effective techniques.

### 6. RESOURCE ENHANCEMENT

#### A. Wetland Enhancement

Split Oak Forest has been designed primarily as a wetland and wildlife mitigation park. Areas of wetland creation and restoration have been previously identified in the application to Florida Communities Trust (see Figure 4). Wetland creation and restoration require specific engineering and design plans such as grade elevations, plant densities, geotechnical studies and detailed topographic surveys. Due to the complexity and detailed design requirements, these plans are being completed separately from this management plan but will be incorporated once completed and approved by all applicable government agencies. In addition, the Florida Department of Environmental Protection is in the process of adopting a mitigation banking rule. Final rule adoption is anticipated to occur in December of this year. Since Split Oak Forest will have to comply with mitigation bank criteria adopted by DEP, a detailed mitigation plan is not possible at this time. To provide assurance to FCT that the mitigation plan will be

working  
with  
WMP  
1986



completed, a copy of the Request For Proposal, scope of services and proposed project schedule is included in Appendix A. As mentioned previously in this report, approval from FCT of the mitigation plan will be required.

*Done 1996*

B. Upland Enhancement

*Done 1995 1996*

Nest boxes will be located along the edges of pastures and other large openings in order to promote nesting by Southeastern kestrels. Within the 398 acres of xeric oak scrub, particular attention will be devoted towards the use of controlled burning to create habitat characteristics that are preferred by scrub jays. At least one family group currently occupies the site. With proper restoration of the oak scrub community, it has potential for use as a recipient site for future scrub jay reintroduction efforts.

*not to 11-6*

A small percentage of the site has been subjected to spoil deposition as a result of previous wetland dredging activities. Attempts will be made to introduce indigenous scrub vegetation on these sites. Areas that have been subjected to repeated roller chopping will be reforested with longleaf pine at a stocking rate of 200 stems per acre. As mentioned previously, an aggressive program to reintroduce the natural effects of fire will be initiated immediately following site acquisition. In many instances, the beneficial effects of ecological burning will be apparent to observers within months of application.

C. Coordination with Adjoining Land Uses

Current proposals for enhancing habitat values within the site should be compatible with adjacent uses which at this time are primarily agricultural and recreational. Wetland creation and restoration projects will create additional surface water storage and hence will reduce downstream flows. Since the site is more than 1.5 miles from the nearest smoke-sensitive area, constraints on the use of prescribed burning should be limited. In addition, less than twenty homesites exist within a one-mile radius of the site and written notification will be provided to these individuals prior to any burning (see Appendix E).

7. COST ESTIMATE AND FUNDING SOURCE

A. Estimated Costs

Initial capital outlays for boundary posting, internal access, and security should be minimal. Fencing currently exists around the site and road improvements will be confined to existing culvert crossings. Some expenditures will be required to install fire

91-009-PIA  
rev. 7-8-05

Lanes around the perimeter of the site and to initiate prescribed burning.

Estimated costs for development, maintenance, and enhancement activities are as follows:

Development

Interpretative Displays	\$10,000
Fencing/ Signage	\$10,000
Road repairs	\$10,000
Storage	\$10,000
Parking	\$1000
Boardwalk/ Platform	\$5000
	<hr/>
	\$ 46,000

Management (annual estimate)

Fire lanes	26 hours. Tractor @ \$35.00/hr	\$910
Burning	600 acres/year @ \$3.50 /ac.	\$2150
Fence Repair	1000 feet/year	\$1000

Resource Enhancement (annual estimate)

Reforestation	longleaf pine 200 stems/ac	\$420
Kestrel Nest Boxes	10 boxes /yr	\$120
Scrub restoration	10/year	\$ 1,000

B. Funding Source

The Commission will administer a fund for the management, development, and maintenance of the site. Monies in this fund will originate from a management fee that is paid by developers who utilize the site for upland and wetland mitigation. The interest that accrues on an annual basis within this account will be used to fund management activities. Annual management budgets will vary according to interest rates with predicted ranges between \$30,000 and \$ 50,000 per year following the sale of all mitigation credits.

8. **Management Priority**

A. Priority

Below are the principal steps that will be followed to initiate resource management activities within the site.

1. Obtain Management control of the property by fencing, ensuring access to the site, initiating GFC law enforcement patrol;

91-005-NIA  
Rev. 7-8-85

2. Conduct additional resource assessments and supplement baseline data for existing plant and wildlife populations for later monitoring
3. Initiate specific habitat management activities such as burning, nest boxes installation, and habitat restoration; and
4. Evaluate the site for public use and facility development in a manner that is compatible with listed species management.

B. Scheduling

A detailed strategic management plan and mitigation/ restoration plan will be completed by July 1994 (see Appendix A for the project schedule). As part of that plan, information from wildlife and vegetative surveys will be included to establish baseline data for individual compartments. Some of this information has been previously collected by GFC and County personnel. Additional surveys may be needed during preparation of the strategic management plan.

	<u>Activity</u>
Years 1-3	fire lanes, burn 600 acres, fence repair, Provide public parking
Years 4-6	Scrub restoration, burn 600 acres, nature trail construction, boardwalk
Years 7-9	maintenance burning, scrub restoration

	<u>Estimated Funding</u>
Years 1-3	\$10,000/year
Years 4-6	\$20,000/year
Years 7-9	\$10,000

9. **Monitoring**

Wildlife monitoring will be conducted by GFC personnel on a biennial basis in order to evaluate population responses to specific management activities. Key parameters to be inventoried include gopher tortoise burrow numbers, scrub jay family groups, fox squirrel nest counts, and red-cockaded woodpecker colony sites.

Vegetation surveys will be used to assess the effectiveness of habitat management activities such as controlled burning. Two types of surveys will be conducted. Permanent photo plots located

lanes around the perimeter of the site and to initiate prescribed burning.

Estimated costs for development, maintenance, and enhancement activities are as follows:

Development

Interpretative Displays	\$10,000
Fencing/signage	\$10,000
Restrooms	\$25,000
Road repairs	\$10,000
Storage	\$10,000
Parking	\$1,000
Boardwalk/Platform	\$5,000
	<u>\$71,000</u>

Management (annual estimate)

Fire Lanes	26hrs. Tractor @ \$35.00/hr.	\$910
Burning	600 acres/year @ \$3.50/ac.	\$2,150
Fence Repair	1,000 feet/yr.	\$1,000

Resource Enhancement (annual estimate)

Reforestation	Longleaf pine 200 stems/ac.	\$420
Kestrel Nest Boxes	10 boxes/yr.	\$120
Scrub Restoration	10 acres/yr. @\$100/ac.	\$1,000

B. Funding Source

The Commission will administer a fund for the management, development, and maintenance of the site. Monies in this fund will originate from a management fee that is paid by developers who utilize the site for upland and wetland mitigation. The interest that accrues on an annual basis within this account will be used to fund management activities. Annual management budgets will vary according to interest rates with predicted ranges between \$30,000 and \$50,000 per year following the sale of all mitigation credits.

8. MANAGEMENT PRIORITY

A. Priority

Below are the principal steps that will be followed to initiate resource management activities within the site.

1. Obtain management control of the property by fencing, ensuring access to the site, initiating GFC law enforcement patrol;



2. Conduct additional resource assessments and supplement baseline data for existing plant and wildlife populations for later monitoring;

*Controlled Gopher Survey 1996*

3. Initiate specific habitat management activities such as burning, nest boxes installation, and habitat restoration; and

*Powe 1996*

4. Evaluate the site for public use and facility development in a manner that is compatible with listed species management.

*Powe Trails installed 1996*

B. Scheduling

A detailed strategic management plan and mitigation/restoration plan will be completed by July 1994 (see Appendix A for the project schedule). As part of that plan, information from wildlife and vegetative surveys will be included to establish baseline data for individual compartments. Some of this information has been previously collected by GFC and County personnel. Additional surveys may be needed during preparation of the strategic management plan.

	<u>Activity</u>
Years 1-3	Fire lanes, burn 600 acres, fence repair, provide public parking
Years 4-6	Scrub restoration, burn 600 acres, nature trail construction, boardwalk
Years 7-9	Restroom construction, maintenance burning, scrub restoration, interpretative center

*1991 Powe*

*Year 1 300 Year 2 200*

*Powe 1996*

Estimated Funding

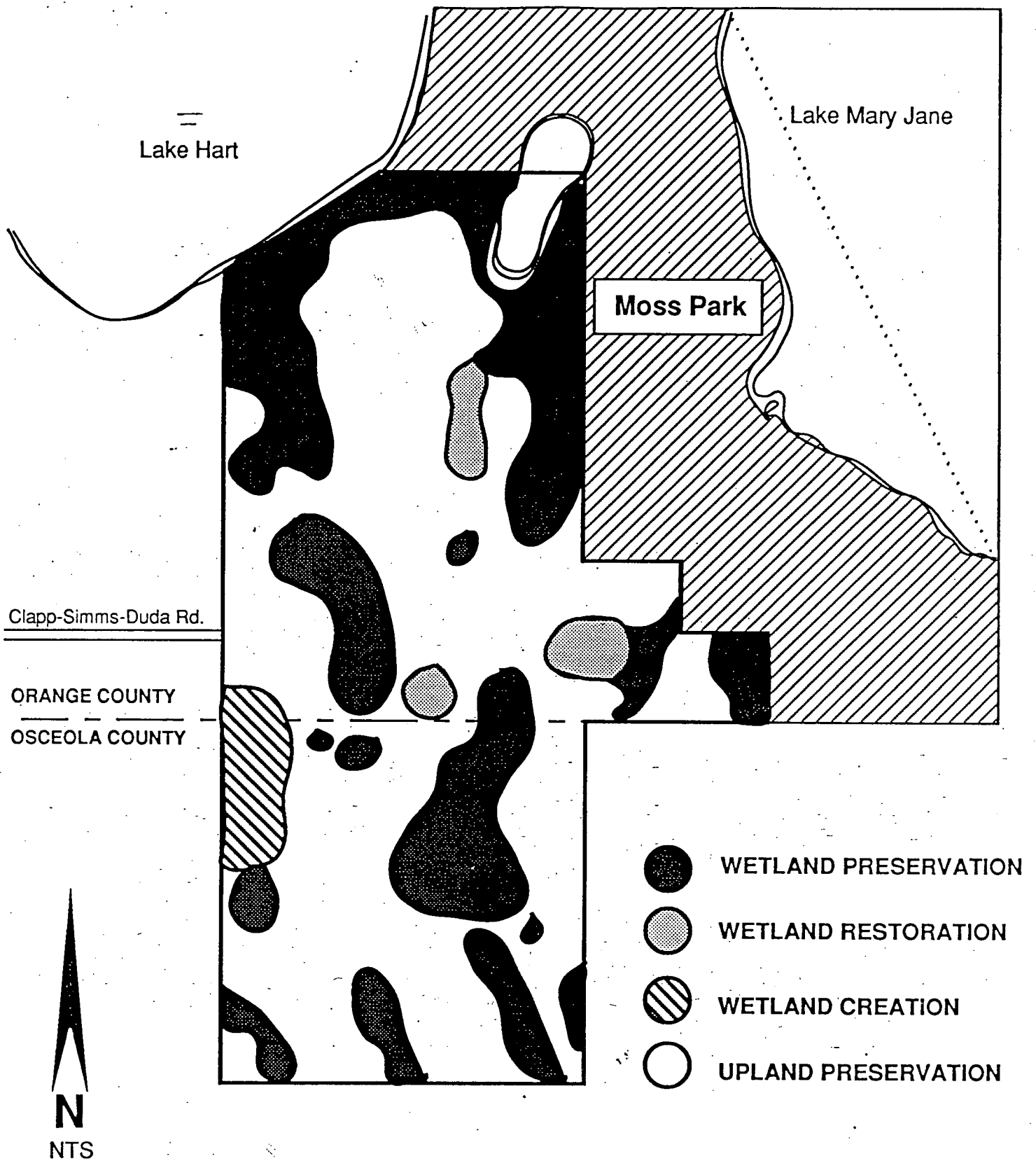
Years 1-3	\$10,000 / year
Years 4-6	\$20,000 / year
Years 7-9	\$35,000 / year

9. MONITORING

Wildlife monitoring will be conducted by GFC personnel on an biennial basis in order to evaluate population responses to specific management activities. Key parameters to be inventoried include gopher tortoise burrow numbers, scrub jay family groups, fox squirrel nest counts, and red-cockaded woodpecker colony sites.

Vegetation surveys will be used to assess the effectiveness of habitat management activities such as controlled burning. Two types of surveys will be conducted. Permanent photo plots located





## SPLIT OAK FOREST MITIGATION PARK

FLORIDA GAME AND FRESHWATER FISH COMMISSION  
ORANGE COUNTY  
OSCEOLA COUNTY

FIGURE 4  
PRELIMINARY MITIGATION MAP

in each major plant community will be maintained and monitored on a biennial frequency between the months of August and October. These plots will provide a photographic record of physical changes in plant structure and composition in response to habitat management activities. A more detailed quantitative plant survey will evaluate changes in plant composition, cover, and biomass within the site's four major upland communities (oak scrub, flatwoods, longleaf-wiregrass, and hardwood hammock). This survey will also be conducted biennially for the purpose of evaluating changes in gopher tortoise habitat in response to management activities.

Additional vegetation and wildlife surveys may be performed as part of the detailed mitigation plan referenced later in this report. FNAI will be notified of any occurrences of listed species not previously documented on site.

An annual report will be prepared and submitted to Florida Communities Trust, Florida Department of Environmental Protection, Florida Game and Fresh Water Fish Commission, South Florida Water Management District, Orange County and Osceola County. The annual report will meet the requirements of the Florida Communities Trust and Florida Department of Environmental Protection. A record of mitigation credits used or acquired from the Project will be included as part of the annual report that will be furnished to FCT. Additional draft requirements for annual report submittals are in Appendix B.

## 10. SUPPORT DOCUMENTS

Included in the Appendices for the reader's information are copies of support documents. In Appendix C is a copy of the Conceptual Approval Agreement between Orange County, Osceola County and FCT. Appendix D contains the draft interlocal agreement between Orange County, Osceola County and the Florida Game and FreshWater Fish Commission. This agreement sets forth the fiscal, mitigation administration and management responsibilities for this interagency project. The agreement also establishes the mitigation price for participation in the program. This agreement can not be finalized until the contract for purchase of the Split Oak Forest has been approved by the State, Orange County and Osceola County since the total acquisition costs determine the mitigation price per acre.

APPENDIX A

## ANNUAL REPORT REQUIREMENTS

### \* Introduction:

Project name

Project number

Other general information such as a brief description of what has been accomplished over the last year, what goal have been achieved, and what has not been achieved

### \* Structures and Improvements:

Identification of physical improvements initiated or completed over the last year and the location on a master site plan (include photographs).

Were all site improvements or physical improvements conducted during the last year outlined in the management plan?

If any site improvements or physical improvements were conducted that were not outlined in the management plan did they receive prior written approval from the FCT as required by the management plan? If so, provide a copy of the written approval.

If not, discuss the reasoning and justification for conducting activities not detailed in the management plan and without prior approval from the FCT.

Provide evidence to the FCT that all required licenses and permits were obtained prior to initiating any physical improvements or land alterations.

### \* Easements, concessions, contracts, leases, etc.

Identify any service contracts, concession contracts, management contracts, etc. entered into over that last year. Were these contracts identified in the management plan and did the FCT give written approval prior to the execution of the contract? If not, discuss the need for the contract and what it provides and the justification for entering into a contract without prior board approval. Provide a copy of any contract entered into over the last year.

Identify any leases, subleases, easements, or other transfer of title interest entered into over the last year. Discuss the reason for the transfer of title interest and what it provides. Were these transfer of title interest identified in the management plan and did the FCT give written approval prior to

the execution of the transfer of title interest? If not, discuss the need for the transfer of title interest, what it provides, and the justification for entering into a contract without prior approval of the FCT. Provide a copy of all transfer of title interest entered into over the last year.

**\* Key Management Activities:**

Maintenance:

Identify any major changes in property maintenance of the site initiated over the last year from what was outlined in the management.

Security:

Identify any major changes in security activities at the site initiated over the last year from what was outlined in the management plan.

Natural resource protection:

Identify any management activities initiated over the last year for the protection and maintenance of natural communities, listed species, imperiled/critically imperiled communities, geological features, quality and quantity of water resources, etc.

Identify any vegetative survey of the site that was conducted over the last year. Provide survey results including maps and vegetative species lists (reference that species by the scientific and common name if possible).

Identify any animal survey of the site that was conducted over the last year. Provide survey results including maps and animal species lists (refer to the species by the scientific and common name if possible).

Provide results of the monitoring program on the status of the natural communities, listed animal species, and listed plant species found on the project site.

Provide documentation that all identified listed animal and plant species information obtained through surveys conducted over the last year were forwarded to Florida Natural Areas Inventory for inclusion in their master file.

Archeological and historical resource protection:

Identify any activities initiated or completed over the last year intended to maintain and protect any known archeological and historical features on the project site.

Identify any archaeological or historic sites discovered on the project site over the last year. Provide documentation that the Division of Historic Resources was notified and what subsequent action were taken or proposed.

**\* Resource Enhancement:**

Identify any management activities initiated or completed over the last year intended to restore or enhance the natural resources on the project site.

Identify any vegetative restoration activities that have taken place over the last year.

Discuss that activities were undertaken. Were the activities successful? What follow up action are necessary to insure that the restoration activities will be successful?

Identify any water quality improvement activities that have taken place over the last year.

Discuss that activities were undertaken. Were the activities successful? What follow up action are necessary to insure that the restoration activities will be successful?

Identify any listed animal species enhancement activities that have taken place over the last year.

Discuss what activities were undertaken. Were the activities successful? What follow up actions are necessary to insure that the enhancement activity will be successful?

Provide results of the monitoring program on the success of all restoration efforts on the project site.

**\* Priority Schedule:**

Identify all activities or facilities outlined in the implementation timeline that were fully meet, partially completed, are late in being initiated, or completed ahead of their proposed completion date. Describe the circumstances surrounding each of these activities or facility so identified.

**\* Supporting Documents:**

Attach any new or revised maps, photographs, reports, surveys, or contract.

APPENDIX B

SPLIT OAK FOREST MITIGATION PARK  
HABITAT RESTORATION AND ENHANCEMENT PLAN  
SCOPE OF SERVICES

Orange County requires the services of a consulting firm to perform the work necessary to design a habitat restoration and enhancement plan (Plan) for the Split Oak Forest Mitigation Park. The Split Oak Forest Mitigation Park (Park) is an 1,835 site located in southeast Orange County and Osceola County adjacent to Orange County's Moss Park (see attached project summary). The Plan will have two major components produced simultaneously. First, the Plan will provide a habitat management plan for the Park. This component shall also be designed to obtain the approval of the Army Corps of Engineers, Florida Department of Environmental Protection, Florida Communities Trust, Florida Game and Freshwater Fish Commission, and South Florida Water Management District for the site as a mitigation bank pursuant to any State or Federal laws, rules and regulations. Second, this Plan will be designed to meet the permit requirements of the Army Corps of Engineers Permit #199300658(IP-MN) and the South Florida Water Management Permit #48-00055-S, as modified, for the Orange County Convention Center. Please note that these permits have specific deadlines for Plan development and implementation. The consultant should be completely familiar with these requirements. The consultant should also be aware that Orange County has requested a modification to the SFWMD permit to revise project deadlines.

I. PART ONE-The scope of services for the first component of the Plan will include:

1. The consultant shall prepare a detailed description of the physical and biological features of the Park using previously collected data from Orange County, Osceola County and Florida Game and Freshwater Fish Commission to the maximum extent possible. Additional vegetative and wildlife surveys may be necessary to supplement the existing information to provide a reasonable assurance that all Endangered, Threatened or Species of Special Concern plants and animals occurring on the Park have been identified.
2. The consultant shall determine if any historical and/or archaeological resources exist on the Park through accepted survey practices.
2. The consultant shall prepare a description of the Plan's consistency and compliance with the Project Plan for the Park as will be approved by the Florida Communities Trust. The Project Plan is described in the Conceptual



Approval Agreement between the Florida Communities Trust, Orange County and Osceola County and in Rule 9K-4, Florida Administrative Code.

3. The consultant shall prepare a strategic management and operations plan that includes specific goals addressing natural and historical resource protection, enhancement, creation and restoration and the actions/strategies necessary for the managing entity to implement the goals:
4. The consultant shall prepare a master plan for the Park that provides public access and resource-based recreation consistent with the Project Plan for the Park.
5. The consultant shall ensure the Plan is consistent and complies with any mitigation banking criteria as may be approved or proposed by the Florida Dept. of Environmental Protection, South Florida Water Management District and the Army Corps of Engineers. The consultant shall closely coordinate with these regulatory agencies in the development of the Plan.

II. PART II-The scope of services for the second component of the Plan will include:

1. The consultant shall design forested and herbaceous wetland creation and restoration areas and upland restoration and enhancement areas on specific sites within the Park recommended by the consultant and approved by the County. Design plans for these areas shall be at an appropriate scale and shall include excavation and grading plans, necessary cross sections or profiles of the creation/restoration sites and will define all required ground elevations and pertinent physical characteristics sufficient to adequately construct the wetland creation/restoration sites.
2. The consultant shall establish an approved wetlands planting plan with supporting specifications. This planting plan shall provide the following information:
  - a. a preliminary plan including listed plant materials and a final planting plan suitable for bidding purposes (see #1 above).
  - b. Plant materials by botanical and common name.
  - c. Quantities of specific plant materials.
  - d. Spacing between specific plant materials.
  - e. Any requirements to mix plant materials in specific areas.
  - f. Establish the specific plant material zones within the wetland creation areas.
  - g. Provide a schedule for plant material installation.

- h. Provide two cost estimates including:
  - 1. a preliminary cost estimate upon 50% of the final design
  - 2. a final cost estimate upon 100% of the final design.
- 3. The consultant will be required to make four visits to the Park during construction of the wetland creation/restoration sites to monitor and verify final grades. The consultant will coordinate with County staff to confirm final grades within the sites and supply necessary survey support to confirm these grades.
- 4. The consultant will be required to correspond with the appropriate regulatory agencies including but not limited to Army Corps of Engineers- Jacksonville, South Florida Water Management District-Orlando and Florida Department of Environmental Protection-Tallahassee.
- 5. The consultant shall prepare a submittal package that includes items II.1 and II.2 above and that also includes:
  - a. detailed cost information regarding land acquisition, land management, enhancement and/or restoration, monitoring and maintenance for the Park. Most of this information will be provided by the County to the consultant.
  - b. a legal description and survey of the specific mitigation site(s)
  - c. a copy of the strategic management plan (see Item I.3)
  - d. proposed success criteria for the mitigation
  - e. endangered/threatened species information (see Item I.1 above)
  - f. work schedule that specifies time frames of all activities contained within the Plan
  - g. a draft conservation easement for the specific mitigation site in conformance with Chapter 704.06, Florida Statutes.

### III. GENERAL REQUIREMENTS

- 1. The consultant shall be required to meet a minimum of every two weeks with the County to ensure the successful and timely completion of the work performed. The expected time for each meeting is one hour.
- 2. The Plan must be approved by the Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, Florida Communities Trust, and Florida Game and Freshwater Fish Commission by June, 1994. In order to meet that deadline, a preliminary draft of the Plan shall be required by February, 1994. The preliminary draft shall be of

sufficient quality to submit to the agencies listed above for review and comment.

3. Ten copies of the Plan shall be provided to the County along with associated graphics, maps or similar items. A reproducible form of the Plan with its graphics and maps shall also be provided. The Plan and its graphics shall also be provided in a digital format acceptable to the County.

**SPLIT OAK FOREST HABITAT RESTORATION AND ENHANCEMENT PLAN**  
**PROPOSED PROJECT SCHEDULE**

August 15, 1993	Request for Proposals advertised in Orlando Sentinel
August 25, 1993	pre-proposal meeting for consultants
September 1, 1993	Deadline for submission of proposals
September 20, 1993	Procurement Committee evaluates proposals and produces short list
October 11, 1993	Board of County Commissioners evaluates short list and approves one firm for contract negotiations
October 11, 1993	contract negotiations begin
November 1, 1993	Procurement Committee meets and approves contract
November 15, 1993	Board of County Commissioners meet and approves contract
November 15, 1993	authorization to proceed is issued
March 15, 1994	draft plan submitted to SFWMD and ACOE
June 15, 1994	approved final plan submitted to SFWMD and ACOE
July 1, 1994	Bidding procedures start for awarding construction contract for implementation of approved mitigation/management plan

**NOTE:**

This project schedule assumes the following: (1) no protest is filed regarding the short list of consultants, (2) no delay by Procurement Committee in producing the short list or approving the contract, and (3) no delay by BCC in approving the short list or contract.

APPENDIX C

FLORIDA COMMUNITIES TRUST  
PLA AWARD# 91-009-PLA

CONCEPTUAL APPROVAL AGREEMENT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and ORANGE COUNTY AND OSCEOLA COUNTY ("FCT Recipient"), in order to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 1 of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds by resolution adopted on May 14, 1991 (the Series 1991A Bonds);

WHEREAS, the Series 1991A Bonds were issued on June 19, 1991 as tax-exempt bonds, meaning that the interest on the Series 1991A Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-4, F.A.C., sets forth the procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department of Community Affairs from the Preservation 2000 Trust Fund;

WHEREAS, Rule 9K-4.010(2)(e), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose

projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT Governing Body met on April 29-30, 1992, to rank and select the projects that were to receive conceptual approval for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of conceptual approval that must be satisfied by FCT Recipient prior to the receipt of any FCT Preservation 2000 Series 1991A award and the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series 1991A award.

NOW THEREFORE, FCT and FCT Recipient mutually agree as follows:

I. GENERAL CONDITIONS.

1. This Agreement shall be executed by FCT Recipient and returned to FCT at its offices at 2740 Centerview Drive, Suite, 301, Tallahassee, Florida 32399, within ninety (90) days of mailing by FCT to the FCT Recipient. Upon receipt by FCT of the signed Agreement, FCT will execute this Agreement and return an original copy to FCT Recipient.

2. Conceptual Approval for funding shall be until January 30, 1993. Therefore, the FCT Recipient must have the conditions of conceptual approval that are set forth herein satisfied by January 30, 1993. Project plans that have not received project plan approval prior to January 30, 1993 must request in writing an extension from FCT for project continuation. The extension request must be in compliance with Rule 9K-4.010(2)(h), F.A.C. If an extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 Series 1991A award granted to the FCT Recipient by the Governing Body will be withdrawn.

3. The FCT Preservation 2000 Series 1991A grant awarded to the FCT Recipient will in no event exceed THIRTY-ONE AND TWO TENTHS percent (31.2%) of the final total project costs or TWO MILLION THREE HUNDRED TWENTY THOUSAND AND 00/00 Dollars (\$2,320,000.00) whatever amount is less, unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

4. The FCT Preservation 2000 Series 1991A loan granted to the FCT Recipient will in no event exceed TWO MILLION SEVEN HUNDRED THOUSAND AND 00/00 Dollars (\$2,700,000.00) unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

11. The FCT Recipient and FCT agree that this Agreement will be forwarded to Arbitrage Counsel for the State of Florida Department of General Services Bureau of Arbitrage Compliance Division of Bond Finance for review. In the event Arbitrage Counsel opines that any of the loan conditions set forth in Section VI. hereinbelow violate any arbitrage compliance laws, rules and/or regulations, FCT Recipient and FCT agree that the loan conditions will be amended accordingly.

12. This Agreement may be amended at any time prior to FCT giving final project plan approval to the FCT Recipient. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

II. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY CHAPTER 253, CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

FCT RECIPIENT AGREES AS FOLLOWS:

1. FCT and the Board of Trustees of the Internal Improvement Trust Fund shall approve the terms under which the interest in land is acquired.
2. Title to the Project Site shall first be titled in the Board of Trustees of the Internal Improvement Trust Fund prior to the conveyance thereof to the FCT Recipient.
3. The transfer of title to the Board of Trustees of the Internal Improvement Trust Fund for the Project Site shall not occur until the requirements for the acquisition of state lands as specified in Section 253.025, Florida Statutes, and Rule Chapter 18-1, F.A.C., have been fully complied with by the FCT Recipient and FCT.
4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain reverter clauses providing for the reversion of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes.
5. If any essential term or condition of a grant or loan is violated and the FCT Recipient does not correct the violation within 30 days of receipt of written notice of violation, title to all interest in the Project Site shall immediately revert to the Board of Trustees of the Internal Improvement Trust Fund. The deed transferring title to the Project Site to the FCT



Recipient shall set forth the reversionary interest retained by the Board of Trustees of the Internal Improvement Trust Fund.

6. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient.

7. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall immediately revert to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization.

8. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site must be specifically designated in the project plan.

III. OBLIGATIONS IMPOSED ON THE FCT RECIPIENT THAT MUST BE COMPLIED WITH PRIOR TO THE FCT RECIPIENT RECEIVING PROJECT PLAN APPROVAL.

PRIOR TO RECEIVING FUNDING THE FCT RECIPIENT WILL PREPARE THE FOLLOWING DOCUMENTS FOR REVIEW AND APPROVAL BY FCT:

1. A statement that the FCT Recipient reaffirms the representations made in FCT Application #91-009-P1A and agrees to incorporate herein by reference the representations made in FCT Application #91-009-P1A.

2. A project plan that complies with Rule 9K-4.011, F.A.C.

3. A management plan that is acceptable to FCT and that at a minimum addresses the criteria and conditions set forth in Section VII hereinbelow and Exhibit A, which is attached hereto and incorporated herein by reference.

4. A Resolution from the FCT Recipient County and/or City Commission(s), whichever is applicable, evidencing that the FCT Recipient is ready, willing and able to provide the local match must be provided to FCT no later than October 15, 1992.

5. Documentation demonstrating that the Florida Game and Freshwater Fish Commission is ready, willing and able to provide

ONE HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/00 Dollars (\$137,235.00) as part of the FCT Recipient's local match must be provided to FCT no later than October 15, 1992.

6. If the Project Site is comprised of multiple parcels FCT Recipient will provide an acquisition plan that must be approved by FCT prior to the commencement of negotiations for any parcel. The acquisition plan will address the order in which parcels that are included as part of the Project Site will be acquired and the measures that will be taken to assure that the entire Project Site will be acquired with the FCT Preservation 2000 Series 1991A award granted to the FCT Recipient.

7. If the FCT Recipient is a partnership, the FCT Recipient must provide FCT with the interlocal agreement which sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site.

8. A Phase I environmental audit that complies with the standards and requirements established for environmental audits by the Department of Natural Resources, Division of State Lands, Bureau of Land Acquisition. The Phase I environmental audit must be delivered to FCT and the Department of Natural Resources, Division of State Lands, Bureau of Land Acquisition, for their review and approval.

9. The FCT Recipient must agree in writing that it shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

10. Documentation from the FCT Recipient evidencing that after conducting a diligent search the FCT Recipient, to the best of its knowledge, represents that there are no existing or pending violations of any local, state, regional and federal laws and regulations on the Project Site.

11. The FCT Recipient shall provide to FCT for review and approval the mitigation bank plan established by the FCT Recipient and the Florida Game and Fresh Water Fish Commission.

#### IV. OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT THAT MUST BE COMPLIED WITH SUBSEQUENT TO THE FCT RECIPIENT RECEIVING FUNDING.

1. Following the acquisition of the Project Site, the FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be

proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

2. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

3. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

5. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

6. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

7. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

V. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons ~~other~~ than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

#### VI. LOAN CONDITIONS.

1. The FCT Preservation 2000 Series 1991A loan granted to the FCT Recipient will in no event exceed TWO MILLION SEVEN HUNDRED THOUSAND AND 00/00 Dollars (\$2,700,000.00) unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

2. In order to defray some of the charges paid by the State of Florida for the issuance of Preservation 2000 Series 1991A Bonds so that the State of Florida is not financially penalized for awarding the loan to the FCT Recipient, the FCT Recipient shall establish a three percent (3%) rate of interest on monies levied for environmental mitigation acreage that is satisfied by using the Project Site. This interest rate shall be applied on the acquisition cost per acre of the Project Site that is being mitigated and shall be included in the mitigation payment made payable to FCT pursuant to Section VI.4 of this Agreement.

3. The FCT Preservation 2000 Series 1991A loan granted to the FCT Recipient shall be due and payable in full, including outstanding principal plus accrued interest, 96 months from the date the FCT Preservation 2000 Series 1991A loan funds are disbursed by FCT for the purposes of acquiring the Project Site.

4. Subsequent to the disbursement of the Preservation 2000 1991A loan funds, all monies levied by the Florida Game and Fresh Water Fish Commission and/or the FCT Recipient for environmental mitigation acreage that is satisfied by using the Project Site will be used for repayment of the FCT loan. The FCT Recipient

and the Florida Game and Fresh Water Fish Commission will instruct the mitigating party to make mitigation payments payable to FCT, for environmental mitigation acreage that is satisfied by using the Project Site.

5. The FCT Recipient agrees that FCT shall hold a first mortgage lien on the Project Site for the amount of the Preservation 2000 1991A loan.

6. FCT agrees that the loan may be prepaid in full without a prepayment penalty.

7. The FCT Recipient agrees that prior to the disbursement of the Preservation 2000 1991A loan funds, FCT Recipient will execute a Promissory Note, a Loan Agreement and a Mortgage Agreement, that set forth the terms and conditions of the Preservation 2000 1991A loan, and the obligations incurred by the FCT Recipient for use of the loan funds.

**VII. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN.**

1. The FCT Recipient shall ensure that the public has adequate access to the Project Site for passive resource-based outdoor recreation to the extent that the Project Site's natural resources are not adversely affected.

2. The timing and extent of a vegetative survey for the Project Site shall be specified in the management plan to determine the measures the FCT Recipient must take to restore and/or preserve the Project Site.

3. The FCT Recipient shall ensure the preservation and proper management of the native vegetative communities occurring on the Project Site, particularly the xeric oak, dry prairie, hardwood hammock, and longleaf pine communities.

4. The FCT Recipient shall provide to FCT a detailed mitigation plan to restore the degraded wetland and former agricultural areas. An annual status summary on the wetland and upland mitigation activities, including an accounting of the mitigation credits that have been issued which relate to the Project Site, must be provided in the annual report.

5. The Project Site shall be managed in a manner that will optimize habitat conditions for the listed wildlife species that utilize or could potentially utilize the Project Site.

6. The FCT Recipient shall ensure that the surface water resources occurring on the Project Site shall be incorporated into the planned outdoor recreational facilities.

7. Wildlife observation facilities, hiking trails, and environmental education programs shall be incorporated into the Project Site management plan to the extent that such facilities and programs do not interfere with restoration efforts or adversely affect the natural resources occurring on the site.

THIS CONCEPTUAL APPROVAL AGREEMENT, and its Exhibit embody the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

ORANGE COUNTY

BY:

Linda W. Chapen  
Its: Chairman, Orange Co.

Date: 9-16-92

Accepted as to Legal Form and Sufficiency:

[Signature]  
Date: 11-5-1992

FLORIDA COMMUNITIES TRUST

[Signature]  
Linda Loomis Shelly, Chairman

Date: 10-9-92

Accepted as to Legal Form and Sufficiency:

[Signature]  
Cristina Echarte Brochin

Date: 10-8-92

OSCEOLA COUNTY

BY:

[Signature]  
Its: Chairman, Osceola Co.

Date: 9-16-92

Accepted as to Legal Form and Sufficiency:

Neal D. Bomer, Co. atty.  
Date: 9-16-92

## FLORIDA COMMUNITIES TRUST TECHNICAL ASSISTANCE BULLETIN: 02

### DRAFTING A MANAGEMENT PLAN

Your conceptual management plan submitted as a part of the application should serve as a basis for the management plan. Commitments made in the application should be reflected in the plan where appropriate. The conditions outlined in the Conceptual Approval Agreement are to be incorporated in the management plan. The following is a generalized outline reflecting some of the issues that need to be addressed in the management plan:

#### 1. Introduction

General information and introduction including the name of the project and location.

#### 2. Purpose

Statement of purpose for which the Project Site will be acquired including what type of activities are proposed at the Project Site. The purpose and activities on the Project Site need to conform with the Florida Communities Trust Preservation 2000 Program which only allows for expenditures of funds for the acquisition of lands for natural resource conservation and outdoor recreation. Recreational activities on the Project Site should be limited to resource-based activities.

#### 3. Structures and improvements

Existing and proposed physical improvements to the Project Site should be identified and located on a master site plan. These might include, but are not limited to, signs, fences, walkways, recreational paths, campgrounds, restrooms, educational space, utility corridors, and buildings. Any proposed alteration of land use or character is to be identified including the approximate size, either in square feet or acres. Identify any permits that may be required for the development or restoration of the site such as wetland permits and coastal construction permits.

If easements, concessions, or leases are anticipated to be granted on the Project Site, such proposed arrangements need to be identified. These might include utility rights-of-way, flowage or access easements, recreation or supply concessions, and leases or other instruments which would allow grazing, timbering, agriculture, or other revenue producing enterprises.

Identify how access to the Project Site will be provided. For example, are parking places proposed on-site, and if so, approximately how many spaces or how much area (square feet or acres) will be devoted to this use? If parking is not proposed on-site, are there existing or proposed spaces adjacent to or sufficiently near the property? Identify any proposed access to waterbodies including, but not limited to, marinas, docks, boat ramps, fishing piers or viewing platforms and the approximate size of the facility.

#### 4. Key management activities

**Maintenance:** Identify who will be responsible for property maintenance, which might include, but are not limited to, trash removal, site cleanup, and facilities upkeep. Identify what procedures are to be taken to ensure that dumping of trash or hazardous material does not occur on or adjacent to the Project Site. All contemplated service contracts with private concerns need to be identified such as garbage pick up, security guards, etc.

**Security:** Identify the parties responsible for preventing vandalism, trespassing, or other property damage. Identify what measures are to be taken



to protect the Project Site and the public using the site such as on-site manager, security guards, neighborhood watch, emergency phones, etc.

**Staffing:** Identify the expected staffing requirements for management of the Project Site including both permanent and volunteer staff.

**Natural resource protection:** Identify the primary components of Project Site management. These might include, but are not limited to, baseline survey of listed plant and animal species, protection of listed plant and animal species, protection of imperiled or critically imperiled vegetative communities, protection of geological features, protection of surface water and groundwater quality, hydroperiod management, and prescribed burns. Also, identify any parts of the Project Site which require different degrees or types of management.

**Archeological and historical resource protection:** Identify any archeological or historical sites on the Project Site and the primary components of managing the archeological or historical sites. Also, outline procedures to protect archeological or historical sites that may be identified in the future.

Explain how the proposed management will be coordinated with adjacent land uses. For example, in the case of prescribed burns, what measures will be used to minimize impacts on nearby residential properties? Identify measures to protect the Project Sites from adjacent off-site activities that might impact resources on the Project Site such as pesticide spraying on adjacent property, water treatment facility discharging into creeks flowing through Project Site, etc.

#### 5. Resource enhancement

Identify the primary components of the Project Site enhancement and restoration. These might include, but are not limited to, exotic plant and animal removal, restoration of wetlands, improvement of surface water quality, listed species recovery plan, and restoration of uplands habitat. Also, identify parts of the property which require different degrees or types of enhancement management.

Explain how the proposed restoration measures will be coordinated with adjacent land uses. For example, in the case of wetlands restoration, would increased storage or hydroperiod present any risk of flooding to the adjacent lands?

#### 6. Cost estimate and funding source

Identify the estimated costs of the various development, maintenance, and enhancement activities as outlined in the plan. The estimated costs of development, "key management activities" and "resource enhancement" activities should be separated for review and analysis purposes.

Identify who will pay for the development and maintenance of the Project Site. The proposed source(s) are to be identified along with some measure of the commitment or capacity to provide these monies. For example, it may be determined that there are adequate personnel and resources in the local parks and recreation department to address the added burden associated with the Project Site. Identify any citizen organization or non-profit groups that have committed to providing services or funding.

#### 7. Priority schedule

Identify approximate time lines for funding and implementing the various activities proposed in the management plan.

#### 8. Monitoring

Identify procedures for assessing the progress in meeting the goals set forth in the management plan such as the percentage of property restored, inventory of species using the Project Site, etc. Identify procedures for review of the management plan in conjunction with the submittal of the annual FCT stewardship report and provisions to update the plan when necessary.

FLORIDA COMMUNITIES TRUST  
P1A AWARD# 91-009-P1A

CONCEPTUAL APPROVAL AGREEMENT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and ORANGE COUNTY AND OSCEOLA COUNTY ("FCT Recipient"), in order to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 1 of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds by resolution adopted on May 14, 1991 (the Series 1991A Bonds);

WHEREAS, the Series 1991A Bonds were issued on June 19, 1991 as tax-exempt bonds, meaning that the interest on the Series 1991A Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-4, F.A.C., sets forth the procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department of Community Affairs from the Preservation 2000 Trust Fund;

WHEREAS, Rule 9K-4.010(2)(e), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose

projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT Governing Body met on April 29-30, 1992, to rank and select the projects that were to receive conceptual approval for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of conceptual approval that must be satisfied by FCT Recipient prior to the receipt of any FCT Preservation 2000 Series 1991A award and the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series 1991A award.

NOW THEREFORE, FCT and FCT Recipient mutually agree as follows:

#### I. GENERAL CONDITIONS.

1. This Agreement shall be executed by FCT Recipient and returned to FCT at its offices at 2740 Centerview Drive, Suite 301, Tallahassee, Florida 32399, within ninety (90) days of mailing by FCT to the FCT Recipient. Upon receipt by FCT of the signed Agreement, FCT will execute this Agreement and return an original copy to FCT Recipient.

2. Conceptual Approval for funding shall be until January 30, 1993. Therefore, the FCT Recipient must have the conditions of conceptual approval that are set forth herein satisfied by January 30, 1993. Project plans that have not received project plan approval prior to January 30, 1993 must request in writing an extension from FCT for project continuation. The extension request must be in compliance with Rule 9K-4.010(2)(h), F.A.C. If an extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 Series 1991A award granted to the FCT Recipient by the Governing Body will be withdrawn.

3. The FCT Preservation 2000 Series 1991A grant awarded to the FCT Recipient will in no event exceed THIRTY-ONE AND TWO TENTHS percent (31.2%) of the final total project costs or TWO MILLION THREE HUNDRED TWENTY THOUSAND AND 00/00 Dollars (\$2,320,000.00) whatever amount is less, unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

4. The FCT Preservation 2000 Series 1991A loan granted to the FCT Recipient will in no event exceed TWO MILLION SEVEN HUNDRED THOUSAND AND 00/00 Dollars (\$2,700,000.00) unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

5. If the FCT Recipient enters into a multiparty agreement with FCT and identifies itself as the negotiating party, the FCT Recipient or its contractor shall conduct all negotiations for the acquisition of the Project Site. If the FCT Recipient does not enter into a multiparty agreement with FCT or enters into a multiparty agreement and identifies FCT as the negotiating party, FCT shall conduct all negotiations for the Project Site.

6. The FCT Governing Body has given conceptual approval for funding to the Project Site that is identified in the FCT Recipient's application selected for funding. In the event that the FCT, or the FCT Recipient if multi-party agreement is in effect, is unable to negotiate a purchase or option contract for one of numerous parcels that comprise the Project Site identified in the application, the Governing Body reserves the right to withdraw its FCT award if the priority parcels identified in the acquisition plan prepared pursuant to Section III, paragraph 5., hereinbelow cannot be acquired by the FCT Recipient.

7. If by government action taken subsequent to January 29, 1992, the time the FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series 1A Funding Cycle, a Project Site is given an enhanced highest and best use which would result in a governmentally derived higher value, the FCT acquisition activities will be terminated unless the seller agrees that the appraisal will be done at the highest and best use of the Project Site at the time the FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series 1A Funding Cycle.

8. As a condition of project plan approval, the local comprehensive plan(s) of the FCT Recipient must either be found in compliance as defined in Rule 9K-4.011(2)(h), F.A.C., or the FCT Recipient must have executed a stipulated settlement agreement with the Department of Community Affairs to resolve all of the issues raised by the Department in a statement of intent to find a plan not in compliance issued to the FCT Recipient pursuant to Section 163.3184(8), Florida Statutes.

9. Prior to the disbursement of the FCT Preservation 2000 Series 1991A award for the acquisition of the Project Site any and all trash sites on the Project Site shall be removed.

10. The FCT Recipient and FCT agree that when the State of Florida Department of Natural Resources has contracted with Bond Counsel, this Agreement will be forwarded to Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation 2000 Series 1991A Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

11. The FCT Recipient and FCT agree that this Agreement will be forwarded to Arbitrage Counsel for the State of Florida Department of General Services Bureau of Arbitrage Compliance Division of Bond Finance for review. In the event Arbitrage Counsel opines that any of the loan conditions set forth in Section VI. hereinbelow violate any arbitrage compliance laws, rules and/or regulations, FCT Recipient and FCT agree that the loan conditions will be amended accordingly.

12. This Agreement may be amended at any time prior to FCT giving final project plan approval to the FCT Recipient. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

**II. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY CHAPTER 253, CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.**

**FCT RECIPIENT AGREES AS FOLLOWS:**

1. FCT and the Board of Trustees of the Internal Improvement Trust Fund shall approve the terms under which the interest in land is acquired.

2. Title to the Project Site shall first be titled in the Board of Trustees of the Internal Improvement Trust Fund prior to the conveyance thereof to the FCT Recipient.

3. The transfer of title to the Board of Trustees of the Internal Improvement Trust Fund for the Project Site shall not occur until the requirements for the acquisition of state lands as specified in Section 253.025, Florida Statutes, and Rule Chapter 18-1, F.A.C., have been fully complied with by the FCT Recipient and FCT.

4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain reverter clauses providing for the reversion of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes.

5. If any essential term or condition of a grant or loan is violated and the FCT Recipient does not correct the violation within 30 days of receipt of written notice of violation, title to all interest in the Project Site shall immediately revert to the Board of Trustees of the Internal Improvement Trust Fund. The deed transferring title to the Project Site to the FCT

Recipient shall set forth the reversionary interest retained by the Board of Trustees of the Internal Improvement Trust Fund.

6. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient.

7. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall immediately revert to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization.

8. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site must be specifically designated in the project plan.

**III. OBLIGATIONS IMPOSED ON THE FCT RECIPIENT THAT MUST BE COMPLIED WITH PRIOR TO THE FCT RECIPIENT RECEIVING PROJECT PLAN APPROVAL.**

PRIOR TO RECEIVING FUNDING THE FCT RECIPIENT WILL PREPARE THE FOLLOWING DOCUMENTS FOR REVIEW AND APPROVAL BY FCT:

1. A statement that the FCT Recipient reaffirms the representations made in FCT Application #91-009-P1A and agrees to incorporate herein by reference the representations made in FCT Application #91-009-P1A.

2. A project plan that complies with Rule 9K-4.011, F.A.C.

3. A management plan that is acceptable to FCT and that at a minimum addresses the criteria and conditions set forth in Section VII hereinbelow and Exhibit A, which is attached hereto and incorporated herein by reference.

4. A Resolution from the FCT Recipient County and/or City Commission(s), whichever is applicable, evidencing that the FCT Recipient is ready, willing and able to provide the local match must be provided to FCT no later than October 15, 1992.

5. Documentation demonstrating that the Florida Game and Freshwater Fish Commission is ready, willing and able to provide

ONE HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/00 Dollars (\$137,235.00) as part of the FCT Recipient's local match must be provided to FCT no later than October 15, 1992.

6. If the Project Site is comprised of multiple parcels FCT Recipient will provide an acquisition plan that must be approved by FCT prior to the commencement of negotiations for any parcel. The acquisition plan will address the order in which parcels that are included as part of the Project Site will be acquired and the measures that will be taken to assure that the entire Project Site will be acquired with the FCT Preservation 2000 Series 1991A award granted to the FCT Recipient.

7. If the FCT Recipient is a partnership, the FCT Recipient must provide FCT with the interlocal agreement which sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site.

8. A Phase I environmental audit that complies with the standards and requirements established for environmental audits by the Department of Natural Resources, Division of State Lands, Bureau of Land Acquisition. The Phase I environmental audit must be delivered to FCT and the Department of Natural Resources, Division of State Lands, Bureau of Land Acquisition, for their review and approval.

9. The FCT Recipient must agree in writing that it shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

10. Documentation from the FCT Recipient evidencing that after conducting a diligent search the FCT Recipient, to the best of its knowledge, represents that there are no existing or pending violations of any local, state, regional and federal laws and regulations on the Project Site.

11. The FCT Recipient shall provide to FCT for review and approval the mitigation bank plan established by the FCT Recipient and the Florida Game and Fresh Water Fish Commission.

**IV. OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT THAT MUST BE COMPLIED WITH SUBSEQUENT TO THE FCT RECIPIENT RECEIVING FUNDING.**

1. Following the acquisition of the Project Site, the FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be

proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

2. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

3. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

5. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

6. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

7. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.



**V. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.**

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

## VI. LOAN CONDITIONS.

1. The FCT Preservation 2000 Series 1991A loan granted to the FCT Recipient will in no event exceed TWO MILLION SEVEN HUNDRED THOUSAND AND 00/00 Dollars (\$2,700,000.00) unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

2. In order to defray some of the charges paid by the State of Florida for the issuance of Preservation 2000 Series 1991A Bonds so that the State of Florida is not financially penalized for awarding the loan to the FCT Recipient, the FCT Recipient shall establish a three percent (3%) rate of interest on monies levied for environmental mitigation acreage that is satisfied by using the Project Site. This interest rate shall be applied on the acquisition cost per acre of the Project Site that is being mitigated and shall be included in the mitigation payment made payable to FCT pursuant to Section VI.4 of this Agreement.

3. The FCT Preservation 2000 Series 1991A loan granted to the FCT Recipient shall be due and payable in full, including outstanding principal plus accrued interest, 96 months from the date the FCT Preservation 2000 Series 1991A loan funds are disbursed by FCT for the purposes of acquiring the Project Site.

4. Subsequent to the disbursement of the Preservation 2000 1991A loan funds, all monies levied by the Florida Game and Fresh Water Fish Commission and/or the FCT Recipient for environmental mitigation acreage that is satisfied by using the Project Site will be used for repayment of the FCT loan. The FCT Recipient

and the Florida Game and Fresh Water Fish Commission will instruct the mitigating party to make mitigation payments payable to FCT, for environmental mitigation acreage that is satisfied by using the Project Site.

5. The FCT Recipient agrees that FCT shall hold a first mortgage lien on the Project Site for the amount of the Preservation 2000 1991A loan.

6. FCT agrees that the loan may be prepaid in full without a prepayment penalty.

7. The FCT Recipient agrees that prior to the disbursement of the Preservation 2000 1991A loan funds, FCT Recipient will execute a Promissory Note, a Loan Agreement and a Mortgage Agreement, that set forth the terms and conditions of the Preservation 2000 1991A loan, and the obligations incurred by the FCT Recipient for use of the loan funds.

**VII. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN.**

1. The FCT Recipient shall ensure that the public has adequate access to the Project Site for passive resource-based outdoor recreation to the extent that the Project Site's natural resources are not adversely affected. OK

2. The timing and extent of a vegetative survey for the Project Site shall be specified in the management plan to determine the measures the FCT Recipient must take to restore and/or preserve the Project Site. NO

3. The FCT Recipient shall ensure the preservation and proper management of the native vegetative communities occurring on the Project Site, particularly the xeric oak, dry prairie, hardwood hammock, and longleaf pine communities. OK

4. The FCT Recipient shall provide to FCT a detailed mitigation plan to restore the degraded wetland and former agricultural areas. An annual status summary on the wetland and upland mitigation activities, including an accounting of the mitigation credits that have been issued which relate to the Project Site, must be provided in the annual report. NO

5. The Project Site shall be managed in a manner that will optimize habitat conditions for the listed wildlife species that utilize or could potentially utilize the Project Site. OK

6. The FCT Recipient shall ensure that the surface water resources occurring on the Project Site shall be incorporated into the planned outdoor recreational facilities. OK

7. Wildlife observation facilities, hiking trails, and environmental education programs shall be incorporated into the Project Site management plan to the extent that such facilities and programs do not interfere with restoration efforts or adversely affect the natural resources occurring on the site.

OK

THIS CONCEPTUAL APPROVAL AGREEMENT, and its Exhibit embody the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

ORANGE COUNTY

BY: Linda W. Chapin  
Its: Chairman, Orange Co.

Date: 9-16-92

Accepted as to Legal Form and Sufficiency:

[Signature]  
Date: 16 September 1992

FLORIDA COMMUNITIES TRUST

Linda Loomis Shelly  
Linda Loomis Shelly, Chairman

Date: 10-9-92

Accepted as to Legal Form and Sufficiency:

Cristina Echarte Brochin  
Cristina Echarte Brochin  
Date: 10-8-92

OSCEOLA COUNTY

BY: [Signature]  
Its: Chairman, Osceola Co.  
Date: 9-16-92

Accepted as to Legal Form and Sufficiency:

Neal D. Brown, Co. Atty.  
Date: 9-16-92

MAR 29 1994 *Ad/g/c*

Orange Co FL 4826148  
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CONTRACT # 94-CT-07-91-1A-J1-009 FLORIDA COMMUNITIES TRUST  
P1A AWARD# 91-009-P1A

**GRANT AWARD AGREEMENT**

THIS AGREEMENT is entered into this 29<sup>th</sup> day of MARCH, 1994, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and OSCEOLA COUNTY, a political subdivision of the State of Florida and ORANGE COUNTY, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.101(3)(c), Florida Statutes, provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds (Bonds);

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(e), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose

projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Bond Proceeds.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

#### **I. GENERAL CONDITIONS.**

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Orange County, Florida, and in the official public records of Osceola County, Florida, and referenced by the warranty deeds vesting fee simple title to the Project Site in the FCT Recipient, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation 2000 Revenue Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust  
Department of Community Affairs  
2740 Centerview Drive  
Tallahassee, FL 32399-2100  
ATTN: Executive Director

FCT Recipient: Orange County, a political  
subdivision of the State of Florida  
201 South Rosalind Avenue  
Orlando, FL 32801  
ATTN: Board of County Commissioners

Osceola County, a political  
subdivision of the State of Florida  
17 South Vernon Avenue  
Kissimmee, FL 32741

ATTN: Board of County Commissioners

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.**

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

FCT shall investigate any violation of terms and conditions to determine if both FCT Recipients have knowledge of or are a party to the violation. If it is determined that one of the FCT Recipients has no knowledge of, has notified FCT of, or is not a party to the violation, the FCT Recipient not in violation shall not be required to convey fee simple title to its interest in the Project Site to the Board of Trustees of the Internal Improvement Trust Fund.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding,



repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

**III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.**

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

#### **IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.**

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

**V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.**

1. The FCT Recipient shall ensure that the public has adequate access to the Project Site for resource-based outdoor recreation to the extent that the Project Sites's natural resources are not adversely affected.

2. The timing and extent of a vegetative survey for the Project Site shall be as specified in the management plan to determine the measures the FCT Recipient must take to restore and/or preserve the Project Site.

3. The FCT Recipient shall ensure the preservation and proper management of the native vegetative communities occurring on the Project Site, particularly the xeric oak, dry prairie, hardwood hammock, and longleaf pine communities.

4. The FCT Recipient shall provide to FCT a detailed mitigation plan to restore the degraded wetland and former agricultural areas. An annual status summary on the wetland and upland mitigation activities, including an accounting of the mitigation credits that have been issued which relate to the Project Site, must be provided in the annual report.

5. The Project Site shall be managed in a manner that will optimize habitat conditions for the listed wildlife species that utilize or could potentially utilize the Project Site.

6. The FCT Recipient shall ensure that the surface water resources occurring on the Project Site shall be incorporated into the planned outdoor recreational facilities.

7. Wildlife observation facilities, hiking trails, and environmental education programs shall be incorporated into the Project Site management plan to the extent that such facilities and programs do not interfere with restoration efforts or adversely affect the natural resources occurring on the site.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Janet L. Carr  
Witness Name: JANET L. CARR  
Arlene Arbiter  
Witness Name: ARLENE ARBITER

ORANGE COUNTY, a political  
subdivision of the  
State of Florida,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

BY: Tom Staley  
Its: VICE CHAIRMAN FOR THE COUNTY CHAIRMAN

Date: MAR 29 1994

Attest: [Signature]  
Clerk

Accepted as to Legal Form and  
Sufficiency:

Date: [Signature]  
30 MAR 94

Witness:

Doretha K. Kurtz  
Witness Name: Doretha K. Kurtz  
Rebecca H. Duffy  
Witness Name: Rebecca H. Duffy

OSCEOLA COUNTY, a political  
subdivision of the  
State of Florida,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

BY: Chuck Sumner  
Its: Vice Chairman

Date: 3/28/94

Attest: [Signature]  
Clerk

~~Accepted as to Legal Form and  
Sufficiency~~

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Date: \_\_\_\_\_

FOR THE USE AND RELIANCE  
OF OSCEOLA COUNTY ONLY  
APPROVED AS TO FORM  
3-28 1994  
Neal D. Bowen  
NEAL D. BOWEN  
COUNTY ATTORNEY

FLORIDA COMMUNITIES TRUST

Jane R. Bass  
Witness Name:

JANE R. BASS

Howard Douglas  
Witness Name:

HOWARD DOUGLAS

Mary Anne McMullen  
Linda Loomis Shelley, Chair

Date: March 25, 1994

Accepted as to Legal Form and  
Sufficiency:

Ann J. Wild  
Ann J. Wild, Trust Counsel

Date: 3-23-94

OR Bk 4721 Pg 2142  
Orange Co FL 4826148

STATE OF FLORIDA  
COUNTY OF LEON

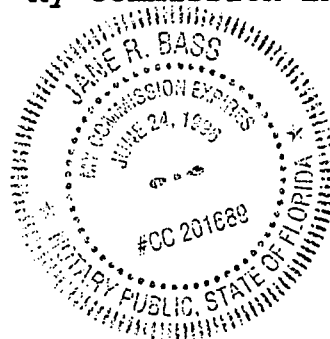
25<sup>th</sup> The foregoing instrument was acknowledged before me this  
day of March, 1994, by Linda Loomis Shelley, as Chair  
Chair of the Florida Communities Trust. She is personally known  
to me.

Jane R. Bass  
Notary Public

Print Name: Jane R. Bass

Commission No. ACC21689

My Commission Expires: 6/24/96



STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this  
28th day of March, 1994, by Chuck Dunnick,  
as Vice Chairman. He ~~is~~ is personally known to  
me.

Beverly G. Downing  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**BEVERLY G. DOWNING**  
Notary Public, State of Florida  
My Commission Expires June 26, 1994  
Commission #CC011804

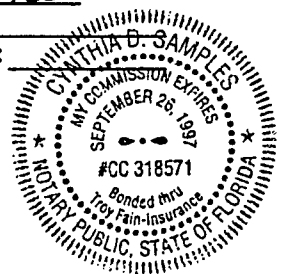
STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this  
29th day of March, 1994, by Tom Haley,  
as BCC Vice-Chairman. He She is personally known to  
me.

Cynthia D. Samples  
Notary Public  
Print Name: Cynthia D. Samples  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This instrument prepared by and  
and should be returned to:  
Ann J. Wild  
Florida Communities Trust  
2740 Centerview Drive  
Tallahassee, FL 32399-2100

GAA/009/P1A  
FIN/3-21-94



**EXHIBIT A**

**LEGAL DESCRIPTION**

All of the South  $\frac{1}{2}$  of Section 27, Township 24 South, Range 31 East, less that portion thereof lying below the Meander line of Lake Hart established by U.S. Government Survey, Orange County, Florida.

All of Section 34, Township 24 South, Range 31 East.

The West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 35, Township 24 South, Range 31 East.

And also, all property, if any, located in South  $\frac{1}{2}$  of Section 27, Township 24 South, Range 31 East, lying lakeward of the U.S. Government Survey Meander Line for Lake Hart. Any such property rights shall remain and be appurtenant to the legal title to the real property lying contiguous to such lakeward property.

All in the Orange County, Florida.

OR Bk 4721 Pg 2144  
Orange Co FL 4826148

**TOGETHER WITH**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64 in Section 3, Township 25 South, Range 31 East according to the NEW AND CORRECTED MAP OF NARCOOSSEE, as filed and recorded in the Office of the Clerk of the Circuit court of Osceola County, Florida, in Plat Book 1, Pages 73 and 74, Public Records of Osceola County, Florida; Together with all land adjoining the above described lots formerly shown as roads on said NEW AND CORRECTED MAP OF NARCOOSSEE which have heretofore been vacated, abandoned, closed and discontinued as public roads.

All in Osceola County, Florida.

**RECORDED & RECORD RETURNED**  
*Martha D. Haynes*  
County Controller, Orange Co., FL



APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS AT ITS MEETING

MAR 29 1994 *SD/jcc*

PROPERTY APPRAISER'S  
IDENTIFICATION FOLIO  
NUMBER(S):

27-24-31-0000-00-002  
27-24-31-0000-00-003

Orange Co FL 4826149  
04/04/94 04:07:42pm  
OR Bk 4721 Pg 2145  
Rec 19.50 DSC 37,545.90

WARRANTY DEED

THIS WARRANTY DEED, made and executed as of the 4<sup>th</sup> day of April 1994, by KAPPA INVESTMENTS, INC, as to an undivided 44.6474% interest and MAURY L. CARTER and PAMELA LEE WRAY, as Trustees to an undivided 27.6763% interest and DARYL M. CARTER and PAMELA LEE WRAY, as Trustees as to an undivided 27.6763% interest, whose address is Post Office Box 568821, Orlando, Florida 32856-8821, collectively the "Grantor" to ORANGE COUNTY, a political subdivision within the State of Florida, whose address is 201 S. Rosalind Avenue, Orlando, FL 32801, "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, public bodies, trusts and quasi-public bodies.)

W I T N E S S E T H :

That the Grantor (in the undivided percentage interests described above), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, and Grantee's successors and assigns forever, all that certain land situate in Orange County, Florida, viz:

That "property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "the Property" or "said land").

TOGETHER WITH all tenements, hereditaments, improvements, oil, gas and mineral rights, timber rights, water rights, riparian rights, levees, dikes, canals, streams, ditches and other water bodies, alleys, roads, streets and easements, fixtures, approvals, rights of way, licenses, privileges and appurtenances thereto belonging or in anywise appertaining, including without limitation of the foregoing, all right, title and interest of Grantor in and to any land lying in the bed of any street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated).

TO HAVE AND TO HOLD, the same in fee simple forever.

BY ACCEPTANCE of this Warranty Deed, Grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Grant Award Agreement recorded in Official Record Book 4721, Page 2133, Public Records of Orange County, Florida. These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the Grantee or by some third party with the

knowledge of the Grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to Grantee, its successors and assigns, and Grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

AND the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Grantor hereby warrants and represents that none of them nor any member of their families reside upon said land and that said land is not homestead property as defined under Florida Constitution 1968, Article X, Section 4.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

KAPPA Investments, Inc.

Maryann Moss  
Name: Maryann Moss

Matthew Mayberry  
Name: Matthew Mayberry

by: Maury L. Carter  
its: Vice President

Maryann Moss  
Name: Maryann Moss

Matthew Mayberry  
Name: Matthew Mayberry

Maury L. Carter  
Maury L. Carter, Individually and  
as Trustee with Pamela Lee Wray

Maryann Moss  
Name: Maryann Moss

Matthew Mayberry  
Name: Matthew Mayberry

Pamela Lee Wray  
Pamela Lee Wray, Individually and  
as Trustee with Maury L. Carter

Maryann Moss  
Name: Maryann Moss

Matthew Mayberry  
Name: Matthew Mayberry

Daryl M. Carter  
Daryl M. Carter, Individually and  
as Trustee with Pamela Lee Wray

Maryann Moss  
Name: Maryann Moss

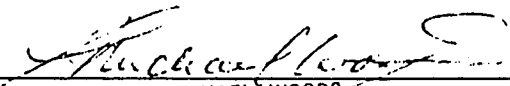
Matthew Mayberry  
Name: Matthew Mayberry

Pamela Lee Wray  
Pamela Lee Wray, Individually and  
as Trustee with Daryl M. Carter

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1<sup>st</sup> day of April, 1994, by MAURY L. CARTER, Individually and as Trustee with Pamela Lee Wray, who is personally known to me or ~~who has produced~~ as identification and who did ~~(did not)~~ take an oath.

NOTARY PUBLIC:

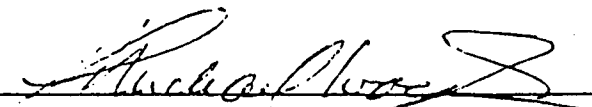
  
T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

STATE OF FLORIDA  
COUNTY OF ORANGE

OR Bk 4721 Pg 2147  
Orange Co FL 4826149

THE FOREGOING INSTRUMENT was acknowledged before me this 1<sup>st</sup> day of April, 1994, by PAMELA LEE WRAY, Individually and as Trustee with Maury L. Carter, who is personally known to me or ~~who has produced~~ as identification and who did ~~(did not)~~ take an oath.

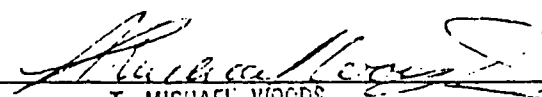
NOTARY PUBLIC:

  
T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1<sup>st</sup> day of April, 1994, by DARYL M. CARTER, Individually and as Trustee with Pamela Lee Wray, who is personally known to me or ~~who has produced~~ as identification and who did ~~(did not)~~ take an oath.

NOTARY PUBLIC:

  
T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

STATE OF FLORIDA  
COUNTY OF ORANGE

EXHIBIT A

OR Bk 4721 Pg 2148  
Orange Co FL 4826149

**LEGAL DESCRIPTION**

All of the South  $\frac{1}{2}$  of Section 27, Township 24 South, Range 31 East, less that portion thereof lying below the Meander line of Lake Hart established by U.S. Government Survey, Orange County, Florida.

All of Section 34, Township 24 South, Range 31 East.

The West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 35, Township 24 South, Range 31 East.

And also, all property, if any, located in South  $\frac{1}{2}$  of Section 27, Township 24 South, Range 31 East, lying lakeward of the U.S. Government Survey Meander Line for Lake Hart. Any such property rights shall remain and be appurtenant to the legal title to the real property lying contiguous to such lakeward property.

All in the Orange County, Florida.

APPROVED & CORRECTED

*Martha C. Haynes*

County Clerk, Orange Co., Fla.

PROPERTY APPRAISER'S  
IDENTIFICATION FOLIO  
NUMBER(S):

03-25-31-4260-0001-0010 03-25-31-4260-0001-0110  
03-25-31-4260-0001-0060 03-25-31-4260-0001-0220  
03-25-31-4260-0001-0100

WARRANTY DEED

THIS WARRANTY DEED, made and executed as of the 4<sup>th</sup> day of April 1994, by KAPPA INVESTMENTS, INC, as to an undivided 44.6474% interest and MAURY L. CARTER and PAMELA LEE WRAY, as Trustees to an undivided 27.6763% interest and DARYL M. CARTER and PAMELA LEE WRAY, as Trustees as to an undivided 27.6763% interest, whose address is Post Office Box 568821, Orlando, Florida 32856-8821, collectively the "Grantor" to OSCEOLA COUNTY, a political subdivision within the State of Florida, whose address is 17 S. Vernon Avenue, Kissimmee, FL 34741, "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, public bodies, trusts and quasi-public bodies.)

W I T N E S S E T H :

That the Grantor (in the undivided percentage interests described above), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, and Grantee's successors and assigns forever, all that certain land situate in Osceola County, Florida, viz:

That property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "the Property" or "said land").

TOGETHER WITH all tenements, hereditaments, improvements, oil, gas and mineral rights, timber rights, water rights, riparian rights, levees, dikes, canals, streams, ditches and other water bodies, alleys, roads, streets and easements, fixtures, approvals, rights of way, licenses, privileges and appurtenances thereto belonging or in anywise appertaining, including without limitation of the foregoing, all right, title and interest of Grantor in and to any land lying in the bed of any street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated).

TO HAVE AND TO HOLD, the same in fee simple forever.

BY ACCEPTANCE of this Warranty Deed, Grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Grant Award Agreement recorded in Official Record Book 1132, Page 78-79, Public Records of Osceola County, Florida. These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the Grantee or by some third party with the

\*\*\*\*\*

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

T. Michael Woods, Esq.  
Attorney at Law  
333 N. Orange Avenue, Suite 208  
Orlando, FL 32801  
(407) 246-1812

knowledge of the Grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to Grantee, its successors and assigns, and Grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

AND the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Grantor hereby warrants and represents that none of them nor any member of their families reside upon said land and that said land is not homestead property as defined under Florida Constitution 1968, Article X, Section 4.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

KAPPA Investments, Inc.

Maryann Moss  
Name: Maryann Moss

by Maury L. Carter  
Maury L. Carter  
its: Vice President

Matthew Mayberry  
Name: Matthew Mayberry

Maryann Moss  
Name: Maryann Moss

Maury L. Carter  
Maury L. Carter, Individually and  
as Trustee with Pamela Lee Wray

Matthew Mayberry  
Name: Matthew Mayberry

Maryann Moss  
Name: Maryann Moss

Pamela Lee Wray  
Pamela Lee Wray, Individually and  
as Trustee with Maury L. Carter

Matthew Mayberry  
Name: Matthew Mayberry

Maryann Moss  
Name: Maryann Moss

Daryl M. Carter  
Daryl M. Carter, Individually and  
as Trustee with Pamela Lee Wray

Matthew Mayberry  
Name: Matthew Mayberry

Maryann Moss  
Name: Maryann Moss

Pamela Lee Wray  
Pamela Lee Wray, Individually and  
as Trustee with Daryl M. Carter

Matthew Mayberry  
Name: Matthew Mayberry

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1<sup>st</sup> day of April, 1994, by MAURY L. CARTER, as Vice President of KAPPA Investments, Inc., who is personally known to me ~~or who has produced~~ as identification and who did ~~(did not)~~ take an oath.

NOTARY PUBLIC:

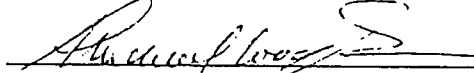
Michael Woods  
MICHAEL WOODS

Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC699692

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1<sup>st</sup> day of April, 1994, by MAURY L. CARTER, Individually and as Trustee with Pamela Lee Wray, who is personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC:

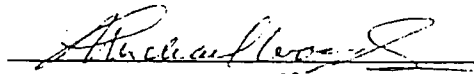


T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1<sup>st</sup> day of April, 1994, by PAMELA LEE WRAY, Individually and as Trustee with Maury L. Carter, who is personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC:

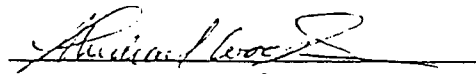


T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1<sup>st</sup> day of April, 1994, by DARYL M. CARTER, Individually and as Trustee with Pamela Lee Wray, who is personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC:

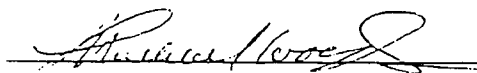


T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1<sup>st</sup> day of April, 1994, by PAMELA LEE WRAY, Individually and as Trustee with Daryl M. Carter, who is personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC:



T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

EXHIBIT A

**LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64 in Section 3, Township 25 South, Range 31 East according to the NEW AND CORRECTED MAP OF NARCOOSSEE, as filed and recorded in the Office of the Clerk of the Circuit court of Osceola County, Florida, in Plat Book 1, Pages 73 and 74, Public Records of Osceola County, Florida; Together with all land adjoining the above described lots formerly shown as roads on said NEW AND CORRECTED MAP OF NARCOOSSEE which have heretofore been vacated, abandoned, closed and discontinued as public roads.

All in Osceola County, Florida.