Appendix O

Holistic Stewardship of the Doris Leeper Spruce Creek Preserve

County of Volusia
Spring, 2012
Public Conservation Lands (Non-State Ownership)

In addition to the properties owned by the State of Florida, the Preserve is comprised of conservation lands held by several public agencies and units of government. These entities are the St. Johns River Water Management District (District), the County of Volusia, and the City of Port Orange. The District and the County each own properties individually and jointly with one another. The County is also a joint owner of property with the City of Port Orange (see Table 1).

This mosaic is reflective of the County and our partners’ strong dedication to the preservation of this highly significant area. Collectively these non-State ownerships comprise about one-fifth of the total acreage of the publicly owned conservation lands of the Preserve.

Table 1. Public Ownership of the Doris Leeper Spruce Creek Preserve.

<table>
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<th>Ownership</th>
<th>Approximate Acreage</th>
<th>Year(s) of Acquisition</th>
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<tr>
<td>District (sole)</td>
<td>40</td>
<td>2000</td>
</tr>
<tr>
<td>County/District (joint)</td>
<td>98</td>
<td>2006 and 2008</td>
</tr>
<tr>
<td>County/City of Port Orange (joint)</td>
<td>225</td>
<td>2007/2012 *</td>
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*Purchased by the City in 2007. County obtained ownership interest in 2012.

All of these properties in which the County has ownership (sole and joint) have been acquired since purchase of the State-owned lands. By aggressively pursuing and successfully acquiring these properties, which link to and close gaps between the State owned lands, the County and our partners have significantly furthered the overall integrity of the Preserve.
Holistic Management

While the publicly owned properties of the Preserve present differing characteristics and conditions, the juxtaposition of these lands also inherently implies that a significant level of commonality exists among the tracts.

As the manager of all the public lands within the Preserve, regardless of ownership, the County’s stewardship is founded upon the recognition that resources and opportunities for users to experience the Preserve transcend ownership boundaries.

Accordingly, the County manages the Preserve in a comprehensive, holistic, manner rather than as a set of potentially disjointed practices based solely upon ownership.

Management Plans / Agreements for Non-State Owned Public Lands

The commitment of these public property owners to protection of this unique area through comprehensive, holistic, stewardship is evidenced by the associated management plans and agreements.

Several of the County-owned properties within the Preserve were acquired with the assistance of The Florida Communities Trust (FCT).

The approved management plan for the County properties acquired with FCT’s assistance, a copy of which is enclosed, addresses many of the same issues (i.e. public access and recreation, natural resource enhancement/restoration, exotic species control, archaeological and historical resources, water quality, etc.) as does this Plan for properties owned by the State.

This FCT plan also expressly reinforces the principle that the Preserve will be managed in totality, as opposed to a collection of unrelated, individual, properties. As an example, the following text is excerpted from the Introduction section (page 3) of the FCT plan -

“...It is intended that the Preserve, including the FCT project area, be managed in a holistic manner. The management plan for this FCT project includes excerpts and concepts for the State approved management plan for the Preserve. It is intended that the management plan for this FCT project compliment and further the management plan for the entire Preserve ...“

This plan also reinforces this concept of common management when addressing specific stewardship activities. An example is the following language pertaining to prescribed burning -

“- An active, on-going, program of prescribed burning is not envisioned for the project. To promote effectiveness and address constraints and conditions, prescribed burning of the project, if undertaken, will generally be managed / conducted as part of the comprehensive burning program for the entire Preserve.” (page 46)
The FCT also supported acquisition of the property (formerly known as the Stanaki tract) jointly owned by the County and the City of Port Orange situated at western edge of the Preserve. The following excerpts from the management plan for this property, a copy of which is enclosed, support and further unity of stewardship;

“.. Port Orange’s partner, Volusia County’s Volusia Forever management team, will manage the 225 acres for the conservation, protection and enhancement of natural resources..” (page 3)

“Volusia County is the manager of the Doris Leeper Spruce Creek Preserve (DLSCP). The County, by assuming similar role for the Stanaki property, will further management of the Preserve in a unified, holistic, manner.” (page 8)

Holistic, unified, stewardship of the Preserve is also reinforced by the cooperative management agreement between the County and the St. Johns River Water Management District, a copy of which is enclosed, for jointly owned property which specifies that “.. the County will assume primary management responsibility for the Property, unless an alternative management entity is mutually agreed upon.”
Graphic Representations - Unity of Stewardship

The following maps, depicting common prescribed burning units and certain public use opportunities, are representative of the strategy of holistic management, which encompasses all publicly owned lands of the Preserve.

Other stewardship functions shared among the respective properties (exotic species control, shoreline protection, security, etc.) cannot be meaningfully depicted, especially at this scale, because they are not characterized by readily definable areal extents or because the activity encompasses the entirety of the publicly owned properties, State and non-State.

Given these considerations, it is important to note that absence of an activity from these maps does not imply a lack of comprehensive or holistic management between the tracts with respect to this activity.
Conceptual Burn Units

The following map series depicts the manner in which the burn units identified on State owned lands may be reasonably expanded to encompass portions of adjacent, non-State owned, public lands. Individual burn units are conceptual representations. The actual boundaries will be subject to field verification and conditions.

These maps are also illustrative of how the aforementioned excerpt from the FCT management plan pertaining to the use of prescribed fire will be furthered through unity of management.
Conceptual Burn Units

Legend

- Conceptual Burn Units
- Non-State-Owned Portion of Preserve
- State-Owned Portion of Preserve

Aerial Photo Date: March 2008
Public Access / Resource-based Recreation Opportunities

The provision of access and recreational opportunities also exemplify holistic management of the public lands of the Preserve, regardless of ownership. The entirety of the public lands and the uses thereon, whether located on State or non-State owned properties, are available for all visitors. No fences have been erected or are proposed for the purpose of precluding a visitor transiting between adjacent public lands, regardless of ownership. Features which transcend ownership boundaries will be coordinated to ensure uniformity and continuity. Educational and other informational signage, whether placed on State or non-State owned lands, will, as appropriate, reference the Preserve in its entirety.

Uses/facilities located on non-State owned properties which enable linkages to other public lands within the Preserve include trails and parking. It is noted that the provision of these and any additional uses/facilities (previously pledged or proposed) are subject to available funding.

In addition to that depicted by the following maps, a nature/hiking trail presently extends from the County’s Spruce Creek Park, which is not technically part of the Preserve, to adjoining State-owned land within the Preserve. This trail provides Park visitors with a broader experience and also furthers an outdoor educational program conducted by local School District staff at the Park.
Public Use/Access
Connectivity within the Preserve

Legend

Non-State-Owned Portion of Preserve
State-Owned Portion of Preserve

Aerial Photo Date: March 2008

0-13
Public Use/Access
Connectivity within the Preserve

Legend

Non-State-Owned Portion of Preserve
State-Owned Portion of Preserve

Aerial Photo Date: March 2008
Public Use/Access
Connectivity within the Preserve

Legend

Aerial Photo Date: March 2008
**Adjacent Private Ownerships**

Several isolated areas of privately owned properties are situated amid the publicly owned lands of the Preserve.

These areas consist of one or multiple properties ranging in size from approximately one acre to twenty-nine acres and collectively encompass approximately sixty-six acres. Both residential and non-residential uses are found in these areas. The residential uses consist of approximately two dozen single family dwellings and an apartment complex. A small commercial use is situated on U.S. 1, adjacent to Spruce Creek. The undeveloped properties are, by and large, similar to the adjoining public land.

Respecting the rights of private ownership, uses or management strategies specifically applicable to the non-publicly owned tracts are not proposed.

However, reaching out to private property owners may also facilitate comprehensive management of the adjacent publicly held lands. Accordingly, appropriate steps will be taken to ensure that stewardship of the public properties is undertaken in a manner which strives to preclude or minimize any potential impact upon adjacent private property.

The Prescribed Burn Plan incorporated in this management plan as Appendix I specifically provides that

> “Attention will be given to the safety of neighboring private properties. The firebreaks along these property lines will be reinforced; a pumper unit and/or fire-plow will be stationed nearby to expedite response time, if required…….”

Private landowners may also be informed of a proposed prescribed burn through the use of local signage, distribution of flyers, reverse 911 or other appropriate methods.

Should any of these privately-held properties be subsequently acquired by the public, the tracts will be incorporated in the next scheduled management plan update. Until such time as this may occur, the any newly acquired lands will be managed in accordance with the overall concept of holistic management.
Capital Projects

The characteristics and diversity of the Preserve, along with its location amid an urbanizing region, presents outstanding opportunities for outdoor experiences by the public.

However, the abilities of the County to initiate and sustain public use projects and efforts are tempered by financial considerations. As experienced by the State and other local governments, the County has been significantly impacted by the general economic downturn. Accordingly, difficult decisions regarding the allocation of limited financial resources have been required, especially with regard to projects not directly related to the protection and safety of the public. Despite the economic downturn, the County was able to implement some of the previously proposed projects.

The provision of appropriate uses has been, and continues to be, an important component of the County's stewardship of this unique and valuable area. The County, to the best of its ability, is committed to facilitating appropriate resource-based opportunities for the public's use and enjoyment and will continue to make proposed improvements as funds become available.

Summary

The County recognizes the necessity for, and is strongly dedicated to, the comprehensive, holistic, stewardship of the public lands of the Preserve, regardless of ownership. However, it must be noted that the County's resources are not unlimited and extend to conservation lands beyond the Preserve. Therefore, implementation of stewardship endeavors within the Preserve will be tempered by funding and other potentially competing considerations and demands.
MANAGEMENT PLAN

DORIS LEEPER SPRUCE CREEK PRESERVE

FCT PROJECTS
#01-071-FF1 and #04-005-FF4

COUNTY OF VOLUSIA
DIVISION OF LAND ACQUISITION AND MANAGEMENT

JANUARY, 2005
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1. INTRODUCTION

Project Name and Location

This project is known as the Doris Leeper Spruce Creek Preserve.

The project is situated amid the Preserve along Spruce Creek and U.S. 1, adjacent to the municipalities of Port Orange and New Smyrna Beach, in eastern Volusia County (see Exhibit 1).

Phased Project / Florida Communities Trust Assistance

This project represents a phased acquisition effort.

The County of Volusia acquired the properties encompassed by this management plan (see Exhibit 2) with the assistance of two grants awarded by the Florida Communities Trust (FCT).

The first of these grants (FCT Project #01-071-FF1) was awarded in 2002. As originally submitted to the FCT, this grant application encompassed several different properties within the Preserve. However due to unanticipated issues and costs, the County was only able to acquire one of the submitted properties (Kaye). This property, encompassing approximately 90 acres, is located on the southern shore of Spruce Creek at the western terminus of Letha Street. (See Appendices A and B)

In furtherance of its long standing acquisition efforts within the Preserve, the County subsequently purchased properties included in the first grant application but which were not acquired. These "pre-acquired" properties were bundled and re-submitted to the FCT for funding assistance (FCT Project #04-005-FF4). This second grant was awarded to the County in 2004. (See Appendices A and B)

Collectively, these acquisitions (project area) represent approximately 152 acres.

The project area will be developed / managed in accordance with the respective grant award agreements and in furtherance of the purpose of the grant applications. Proposed changes to this management plan will require review and approval by the FCT.

Combined Management Plan

This management plan encompasses all of the properties included in the latest acquisition effort (#04-005-FF4) and the property previously acquired by the County as
part of the earlier endeavor (#01-071-FF1). From henceforth the terms “project” and “project area”, as used in this plan, refer to these combined properties.

This management plan replaces the “free-standing” management plan previously prepared and approved for the initial acquisition (#01-071-FF1). The approved management plan for the initial acquisition (#01-071-FF1) provided the foundation for this updated management plan.

While the entire project is within the confines of the Preserve, discussion within various sections of this management plan have been organized to recognize the relative geographical position of the properties comprising the project area to one another. That is, adjoining project properties are discussed – where appropriate – as a common entity or unit. The geographical relationship of the project area properties presents certain unique use and management concerns. Drawing this distinction is also intended to provide clarification of appropriate sections of this document. Accordingly, the project properties principally located along the southern shore of Spruce Creek (totaling approximately 130 acres) are collectively discussed in common in several sections of this management plan. Similarly, the portion of the project area located adjacent to U.S. 1 – which does not directly abut other project area properties – is discussed in several sections as a separate component of the project area.

Project Overview

The project area is largely undisturbed and encompasses a mixture of natural habitats, including rare and imperiled communities. This diversity provides habitat for numerous listed species, both wildlife and plants. The project area is also situated along Spruce Creek, a navigable waterway that has been designated an Outstanding Florida Waters.

The project area is also situated amid a area rich in cultural / historical resources. Several sites listed by the Florida Master Site File are situated upon and in close proximity to the project area.

The project provides a mixture of resource based recreational opportunities (e.g. trails, picnic facilities, canoe launch, etc.) that are intended to allow the user to experience this diversity with minimal disruption of the natural and cultural / historical resources. Accordingly, a corresponding minimal level of new site development / alteration is represented by this project. This project proposes to maximize use of the minimal existing structures and physical improvements located on the site.

Florida Forever

This project area is a component of the larger "Doris Leeper Spruce Creek Preserve", a Florida Forever Project Area.
The Preserve encompasses over 2,000 acres. A management plan for the overall Preserve has previously been approved by the State's Acquisition and Restoration Council.

As depicted in Appendix C, numerous uses are proposed for the Doris Leeper Spruce Creek Preserve. These include parking areas, trails and trailheads, ferry route and landings, camping areas (primitive and group), scenic overlooks, visitor center, and resource education center. Existing uses within the Preserve principally consist of primitive/unimproved trails and the uses (trails, camping, picnic area, playground, etc.) within the County's Spruce Creek Park located on U.S. 1.

It is intended that the Preserve, including the FCT project area, be managed in a holistic manner. The management plan for this FCT project includes excerpts and concepts from the State approved management plan for the Preserve. It is intended that the management plan for this FCT project compliment and further the management plan for the entire Preserve.

Should a conflict pertaining to natural resource management exist between the management plan for this FCT project and the overall plan for the Preserve, the applicable provisions/strategies of the comprehensive management plan for the entire Preserve shall prevail. Additionally, should the comprehensive management plan for the Preserve include natural resource management strategies that are not replicated in this FCT management plan, the provisions of the comprehensive management plan shall prevail.
II. PROJECT PURPOSE

Purposes for Acquisition

This project is intended to further a unified pattern of public ownership within the "Doris Leeper Spruce Creek Preserve", provide for the protection and restoration of natural and cultural/historical resources, and provide resource based recreational opportunities to the public that are compatible with the protection/restoration of the areas' resources.

The project site will be managed for the purposes of conserving, protecting and restoring/enhancing natural resources, and providing compatible public outdoor recreation.

Key Management Objectives

The project area will be managed for multiple uses/purposes. The key management objectives, itemized below in descending order of priority, are;

- Protection and Restoration of natural resources,
- Protection of archaeological / historical resources,
- Providing appropriate, environmentally compatible, resource-based recreational opportunities for the general public, and
- Preservation of the integrity of the region's greenways.

Relationship to Comprehensive Plan

Acquisition of the project area and management, as provided by this document, furthers numerous goal, objective, and policy statements of the County's Comprehensive Plan. Key statements, cross-referenced to the management objectives identified in the preceding section, include:

- Protection and restoration of natural resources — (Future Land Use Element policy 1.2.2.9 --- Coastal Management Element goal 11.2 and policy 11.2.1.3 --- Conservation Element --objectives 12.1.1, 12.1.2, 12.2.3, 12.2.4 and policies 12.1.2.5, 12.1.2.7, 12.2.1.6, 12.2.2.6, 12.2.3.1, 12.2.3.2, 12.2.4.4, 12.2.4.5, ---Recreation and Open Space policy 13.2.4.5)

- Protection of archaeological and cultural resources — (Historic Preservation Element objectives 17.2.1, 17.2.2, 17.4.1 and policies 17.2.1.3, 17.2.2.6, 17.4.1.1 --- Coastal Management Element policy 11.2.4.1)

- Providing appropriate, environmentally compatible, recreational opportunities for the general public — (Future Land Use Element policies 1.1.4.8., 1.2.3.5. --
- Recreation and Open Space Element objectives 13.1.3, 13.1.5, and policies 13.1.3.1, 13.1.3.2 and 13.1.4.12

- Preservation of the integrity of the region's greenways – (Future Land Use Element – the purpose and intent of the Future Land Use categories of Environmental Systems Corridor and Natural Resource Management Area, Transportation Element – objective 2.1.10, policy 2.1.10.1 – Conservation Element policies 12.1.2.10, 12.2.1.1, 12.2.1.2, 12.2.2.7 – Recreation and Open Space Element goal 13.2, objective 13.2.3, and policies 13.1.4.7, 13.2.3.4, 13.2.3.5 – Intergovernmental Element – policies 14.1.1.4 and 14.1.1.7)

An amendment to the County's Comprehensive Plan completed in 2004 included assigning the future land use category of "Conservation" to that portion of the project area acquired through the initial FCT effort (#01-071-FF1). This future land use category acknowledges ownership by the public and will accommodate the intended uses of the property. The Future Land Use Map will be amended to assign this future land use category to that portion of the project area acquired through the latest acquisition effort (#04-005-FF4), no later than one year after receipt of the grant award by the County. The zoning classification assigned to the project area will be subsequently changed, as necessary.

**Literature and Advertising**

Future literature/advertising pertaining to the project area include a provision which identifies the property as being publicly owned and managed for natural conservation and resource-based outdoor recreational uses. This material will also include language stating the project was acquired with funds from the "Florida Communities Trust Forever Florida Program".
III. SITE DEVELOPMENT, IMPROVEMENT AND ACCESS

Existing Physical Improvements

Although essentially undeveloped, a mixture of modest physical improvements is presently found across the project area. These existing improvements are depicted by Exhibit 3 and are summarized below.

(a) Portion of Project site situated south of Spruce Creek

Existing structures on this portion of the project area consist of two (2) single family dwellings, small horse stable, well house and storage barn, tennis court, and small boat dock.

The existing principal residence and stable appear to be in good condition and do not necessitate immediate significant repairs. The second, smaller, dwelling located on this portion of the project is in poor condition. It appears this structure was originally a barn or other building that was converted by the previous private landowner to a residential dwelling. County staff has been unable to locate a building permit that may have been issued for this conversion. Bringing this structure up to current standards for residential or other use would be prohibitively expensive.

An abbreviated wooden seawall is situated on the shoreline of Spruce Creek, on either side of the boat dock, situated behind the principal residence.

The horse stable, constructed of wood, houses three stalls and tack room. A sizable area of pasture and equestrian riding area (consisting of improved pasture and forested area) are situated adjacent to this structure. Several wooden fences, located in the pasture and equestrian riding areas, were located on the site when it was acquired. Subsequently, portions of this fencing, which was typically in disrepair, have been removed.

A rectangular area, encompassing approximately one-quarter of an acre, is located to the south of the stable. At the time of acquisition, this area, which was in a state of disrepair, consisted of soil overlain with a thin layer of ground-up rubber (vehicle tires). Subsequent to acquisition, the rubber ground covering has been removed.

A small man-made pond, encompassing approximately one-tenth of an acre, is located in the open pasture area next to the stable.

The sole existing entrance to this portion of the project is via a gate located at the terminus of Letha Street. This entrance is tied to a circular, single lane, dirt
roadway is located on the interior of the project area. This route links the pasture and structures identified above. As noted by, Exhibit 3, a segment of this circular roadway briefly exits the project area before re-entering the project area near the horse stable. However, the affected segment, a distance of approximately 700 feet, traverses adjoining publicly-owned land located within the Preserve. Therefore, this segment will not be re-aligned so as to be sited entirely on the project.

Several primitive trails also exist across parts of this portion of the project area. These trails, constructed by prior the landowner and others, are used by equestrians, hikers, and off-road bicyclists.

A regional electrical power transmission corridor is located at and parallels the length of the western boundary of the project area. An unimproved dirt roadway is situated within this power line corridor. This road is not open to the public and principally serves as an access route for the utility.

(b) Portion of Project site situated adjacent to U.S. 1

An abandoned single-family residential homestead occupies a small area in the northern end of this portion of the project site. This homestead consists of a small, approximately 600 square foot, house and an unfinished covered workspace / carport. Constructed in the mid-1950's, the residential unit is a corrugated / wooden structure that is in an advanced state of disrepair. Prior to acquisition by the County, it appears that transients or others may have been occupying the site. The residential structure and the associated unfinished covered workspace / carport represent nuisances and constitute a significant hazards to public health and safety.

Hardened remnants of an old roadbed parallel the length of the eastern boundary of this portion of the project. This narrow, overgrown, roadbed quite possibly represents an earlier alignment of a route that eventually came to be designated as U.S. 1.
Proposed Physical Improvements

The project provides a mixture of resource based recreational opportunities that are intended to allow a diversity of experiences with minimal disruption of the natural and cultural / historical resources.

All buildings, structures and site improvements shall require the prior written approval of the FCT as to purpose. Accordingly, final site design plan(s) prepared for the project shall be submitted to the Florida Communities Trust for review and approval. The County shall obtain written approval from the Florida Communities Trust before undertaking any site alterations or physical improvements not addressed by this management plan. Proposed modifications to this approved management plan must also reviewed and approved by the Florida Communities Trust.

(i) Resource –based Recreation Improvements

The following resource-based recreation and supporting facilities are proposed for the project site. The locations for these physical improvements are generally depicted by the enclosed conceptual site plan (Appendix C). The estimated timeline for implementing the site improvements is depicted by Table 4.

(a) Portion of Project site situated south of Spruce Creek

- Day Use Area and Retreat Center -- Encompassing approximately six (6) acres, these uses will be sited adjacent to the trails network and existing houses. Structures to be erected include two restroom facilities, nine picnic pavilions, approximately fourteen outside tables/grills, and playground. Facilities within the playground area, encompassing approximately 5,500 square feet, may include a swing set, slide, and climbing apparatus. This active use area also includes an existing tennis court, which encompasses approximately 5,000 square feet. The tennis court (including impervious area) will be removed and replaced with a sand volleyball court. See Table 3 for a detailed listing of additional facilities and anticipated costs. The smaller residential structure may be retrofitted to a pavilion.

- Nature trail -- An unpaved nature trail, of approximately 5,000 feet, will be sited in the northern portion of the project area. This loop trail will, to the fullest extent possible, coincide with an existing roadway.

- Multi-use trails -- The minimum width of these stabilized trails, consistent with the adjacent proposed segments within the Doris Leeper Spruce Creek Preserve, will be eight (8) feet. However, these trails may be 12 feet in width. The trails may be surfaced with mulch or other pervious material. It is envisioned that these trails will eventually be paved. This
trails system will be available for casual use by hikers, bicyclists and equestrians. The trails will be designed to potentially accommodate all-terrain type wheelchairs. A segment of multi-use trail, approximately 3,000 feet in length, traverses the southern portion of the project area. This trail segment serves as the critical linkage between the project area and other portions of the Preserve. The segment of the "Kings Highway Heritage Trail" to be located on the project will also be established as a multi-use trail.

- **Trailhead** -- This use will be located in the existing pasture adjacent to the proposed entrance road to the project area and at the confluence of the proposed nature and multi-use trails. This use will accommodate equestrian and other users and include amenities such as picnic tables/grills and stabilized parking (including some trailer parking).

- **Lodging / Learning Center / Meeting Space / Other Ancillary Uses** -- The existing principal residence (Kaye House, approx. 4,672 sq.ft.) may be renovated to provide limited lodging / learning center / meeting space. The renovation will provide for handicap access and use. The smaller second existing residence, which is not habitable, may be retrofitted to a pavilion or used for and other ancillary purposes supporting the project. These renovations will also include providing appropriate off-street parking.

- **Boat Dock and Canoe Launch** -- The existing boat dock will be used for canoe and other non-motorized watercraft. A canoe launch may also be sited on this portion of the project.

- **Primitive / Unimproved Trails** -- Segments of primitive / unimproved trails are to be located in the areas either side of the estuarine marsh associated with the tributary of Spruce Creek. These trails will essentially utilize the existing network created by previous owners and users of the properties. However, this network may be modified based upon detailed field analysis. Revisions to this network (e.g. closing of segments and establishment of others) may be necessary to adequately address concerns such as resource protection, user safety, and other concerns. Hikers, cyclists and equestrians will be the typical users of these trails, which will be linked to other trails /uses within the project and adjacent trails /uses of other public lands of the Preserve.

**(b) Portion of Project site situated adjacent to U.S. 1**

- **Nature Trail** -- An unpaved nature trail, of approximately 2,500 feet, will be sited in this portion of the project area. The trail will consist of two connected loops.
• **Picnic Area** — This area, to be located in the central—northern portion of this part of the project area, will consist of two pavilions (each approx. 900 sq. ft), approx 14 picnic tables, and a composting or similar restroom.

• **Canoe Tie-up and Wildlife Observation Tower** — This facility, which may necessitate inclusion of an abbreviated boardwalk from the upland area, will be appropriately sited at the shoreline. It is anticipated that this small facility will be approximately 1,000 square feet in size.

Trash receptacles will be placed in picnic, parking, and other appropriate locations within the project.

Bicycle racks will be placed adjacent to parking areas and other appropriate high-use areas (i.e. trailheads, lodging) of the project.

**(ii) Potential Impacts of Proposed Improvements**

The low intensity of use / development proposed for the project area will result in a correspondingly minimal requirement for site alteration.

Potential impacts will be minimized through sensitive site design, maximizing the use of existing structures and physical improvements, and employing appropriate restoration activities. Additionally, any adverse impacts associated with the proposed development of the project will be addressed and mitigated, as appropriate, in the course of securing required permits.

**(a) Portion of Project site situated south of Spruce Creek**

The proposed trailhead on the southern portion of the project area will be sited in the portion of the property previously used for agricultural (pasture) purposes. Similarly, the proposed nature trail will, to the fullest extent possible, coincide with an existing roadway.

Trails will be field-located and sited to protect resources and ensure proper drainage and safety.

The proposed canoe launch may necessitate minimal alteration of the shoreline and immediately adjacent area. Proper siting will lessen any potential impacts.

The most significant, albeit minimal, site alteration will be associated with development of the active use area, adjustment of an abbreviated segment of the internal circular roadway, and construction of the abbreviated segment of the multi-use trail located in the southwestern corner of this part of the project area that will cross a wetland / tributary of Spruce Creek. It is anticipated that the most significant site alteration associated with these uses will be the selective
removal of vegetation, principally understory. The multi-use trail segment will be elevated to minimize disturbance of vegetation and drainage patterns.

Given minimal use of impervious materials and the natural features of the property, major alteration should not be required for stormwater purposes. Site alterations may be necessary to accommodate other supporting uses such as parking. Again, it is anticipated that the most significant site alteration associated with these uses will be the selective removal of vegetation, principally understory.

(b) Portion of Project site situated adjacent to U.S. 1

The most significant, albeit minimal, site alteration will be associated with development of the picnic area, internal drive, and canoe launch / wildlife observation platform. It is anticipated that the most significant site alteration associated with the first two of these uses will be the selective, minimal, removal of natural vegetation. Potential impacts associated with the canoe tie-up / wildlife observation platform may be minimized through appropriate siting, elevating the structure, and limiting the size.

Given the low level of use and the minimal use of impervious materials, it is not envisioned that major site alteration will be required for stormwater purposes. Site alterations may be necessary to accommodate other supporting uses such as parking. Again, it is anticipated that the most significant site alteration associated with these uses will be the selective removal of vegetation, principally understory.

(iii) General Landscaping Requirements

Any required landscaping associated with development of the project area will incorporate, to the fullest extent practical, existing native vegetation. So as to enhance the function and appearance of the project, areas adjacent to the proposed active recreational and open space uses will be landscaped with an appropriate mixture of native vegetation (i.e. groundcover, understory and overstory species) that is consistent with the natural community in which the use is located. These areas are generally depicted by the conceptual plan found in Appendix C. The acreage of landscaped area will be determined during subsequent detailed site planning / design. Landscaping activities will be undertaken as a part of site development activities.

(iv) General Wetland Buffer Requirements

The following minimum wetland buffer areas should be established for development of the site;

-10 feet between a paved nature trail and wetland areas,
-25 feet between minor facilities and wetland areas, and
-100 feet between major facilities and wetland areas.

Should the County’s land development regulations mandate a greater buffer, then the greater buffer width shall be used. *

* The minimum wetland buffer required by the County’s land development regulations for the project site is anticipated to be fifty (50) feet.

(v) Acknowledgement and Project Signage

A permanent sign, measuring at least two feet by three feet, shall be placed on the project site adjacent to vehicular entrances or other appropriately visible locations. This sign shall acknowledge that the site is open to the public. The sign shall also include the following, or very similar, language -- “funding for the acquisition of this site was provided by the Florida Communities Trust, Florida Forever Program and the County of Volusia, Volusia Forever Program”. The sign shall also identify the month and year the project was acquired and include the FCT logo.

Interior project signage may be erected addressing items such as specific features / resources, public safety, etc. Interior project signs shall be of a design that is compatible with the surrounding environs.

(vi) Access and Parking

(a) Portion of Project site situated south of Spruce Creek

The principal means of access to the project site is presently via Letha Street and Creek Shore Trail. The County maintains these local residential streets. Future public access to the project area will be provided by the construction of a new entrance road from Creek Shore Trail, south of Letha Street. This new entrance drive will be a distance of approximately one-quarter of a mile. The intervening property between the project area and Creek Shore Trail is publicly-owned and is within the Doris Leeper Spruce Creek Preserve. Until such time as this new entrance can be constructed, the sole point of vehicular access to the project site will be via the existing gate onto Letha Street. Subsequent to the construction of the new access road from Creek Shore Trail, the existing driveway from Letha Street will be closed to the public and used solely for emergencies and maintenance purposes.

The extreme southwestern portion of the project area may be accessed by Victory's Path Trail. However, this route is a privately-maintained easement. Accordingly, no public access to project site from this route is to be provided.
The project area may also be accessed by pedestrians and/or bicyclists using the comprehensive trails system within the Preserve or from adjacent roadways and/or neighborhoods. There are no bicycle paths/trails on or adjacent to the local streets adjacent to the project site. However, these are very low volume, residential, routes which may be traversed by cyclists. The project area will accommodate alternative means of access by providing bike racks at appropriate locales.

Stabilized parking will be provided in conjunction with the picnic / playground, trailhead, and lodging uses. Collectively, these areas will accommodate approximately 70 vehicles. The parking area at the trailhead will also provide for trailers. To the fullest extent possible, off-street parking area will use pervious materials. Split rail or other appropriate fencing will bound off-street parking areas. Within the designated parking areas, wheel stops will be installed to delineate individual spaces.

(b) Portion of Project site situated adjacent to U.S. 1

Vehicular access to this portion of the project will be via a single driveway from U.S. 1. This entrance will be positioned opposite the existing entrance to the County’s Spruce Creek Park and will be coordinated with the establishment of a new median opening on U.S. 1. A short internal road will provide access between the entrance and picnic/parking areas.

Stabilized parking for approximately one dozen vehicles will be provided adjacent to the picnic area. To the fullest extent possible, off-street parking area will use pervious materials. Split rail or other appropriate fencing will bound off-street parking areas. Within the designated parking areas, wheel stops will be installed to delineate individual spaces.

Access to the project area, and to uses established within the project area, will comply with the requirements of the Americans with Disabilities Act.

(vii) General Stormwater Requirements

Stormwater facilities will be provided for parking and other development areas, as required by the land development regulations of the County and other appropriate agencies.

All required stormwater facilities shall be designed to mimic nature and provide wildlife habitat and promote a natural setting. In furtherance of this requirement, stormwater facilities should, to the extent possible, be landscaped with native vegetation endemic to the area, shall not be fenced (if not otherwise required by land development regulations for public safety or other reasons), and shall be designed to incorporate shallow slopes.
The design of stormwater facilities for the project site shall be coordinated with, and permitted by, the St. Johns River Water Management District. No direct discharge into Spruce Creek or Halifax River / Rose Bay will be allowed from new development on the project site.

(viii) Hazard Mitigation

Portions of the project area are situated within the 100-year floodplain.

The floodplain located on that portion of the project south of Spruce Creek is a narrow band that essentially coincides with the tributary traversing this portion of the project. Other than a portion of trail, which will include a bridge / walkway structure, no development is proposed within the floodplain on this portion of the project.

The entire portion of the project situated adjacent to U.S. 1 falls entirely within the floodplain (see Exhibit 4).

The minimal improvements proposed by this project shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding. This action furthers the intent of the County’s Local Mitigation Strategy and land development regulations.

Detailed design and development of the project area will be performed in a manner consistent with County and other applicable regulations. As part of its Code of Ordinances, the County has adopted regulations addressing flood hazard management. The purpose and intent of these requirements is to promote the public health, safety and general welfare, and to minimize public and private losses to flood conditions. These regulations include provisions to; restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards; require that uses vulnerable to floods (including facilities which serve such uses) be protected against flood damage at the time of initial construction, and control the alteration and protection of natural floodplains.
 APPROXIMATE AREA OF 100-YEAR FLOODPLAIN


STICKLAND BAY

100 YEAR FLOOD PLAIN

Exhibit 4
(ix) **Required Permits**

Permits will be required from several agencies / jurisdictions prior to undertaking the proposed uses of the project area. The following list generally identifies the major permits that may be necessary and the issuing agency / jurisdiction. However, each agency / jurisdiction will be consulted prior the preparation of detailed site planning to ascertain a complete inventory of required permits.

**State of Florida**
- Driveway Permit (FDOT)
- Septic Tank Abandonment Permit (Health)
- Potable Water Well Abandonment Permit (Health)
- Burn Permit, if undertaken (FDOF)
- Archaeological Permit (FDOS)

**County of Volusia**
- Demolition Permit
- Building Permit(s)
- Stormwater Management Permit
- Tree Removal Permit
- Wetland Alteration Permit

**St. Johns River Water Management District**
- Stormwater Management Permit
- Wetland Alteration Permit
- Spruce Creek Buffer Rule

Site plan approval by the County will be required prior to the commencement of site alteration/construction. Development Orders issued by the County require that all necessary permits be secured prior to initiation of construction activities.

The County shall provide written notification to the Florida Communities Trust that all required licenses / permits have been obtained prior to the initiation of construction on the site.

(x) **Easements, Concessions, and Leases**

(a) **General Requirements**

The County will provide 60 days prior written notice to FCT of any pending sale or lease of any interest, the operation of any concession, any sale or option to buy things attached to site, the granting of any management contracts, and any use by any person other than in such person’s capacity as a member of the general public. Prior to the execution by the County of a document related to a
proposed concession, lease, or easement, said document will be forwarded to the FCT for review and approval.

All fees collected by the County from any leases, easements, or concessions on the project area will be placed in a segregated account that go to the upkeep of the project site.

The County will also issue a statement to future managers, should that eventuality occur, that easements, concessions, or leases may be restricted under the Internal Revenue Code.

(b) Easements

A drainage easement, held by the Florida Department of Transportation, bisects the portion of the project area situated adjacent to U.S.1. An easement, which has not been vacated, for an unopened street is also found on this portion of the property.

An existing easement on the project area is for the overhead powerline linking the wellhouse / work shed with a line terminating at Letha Street. This easement is held by Florida Power and Light Company. This company also holds an easement for the regional power transmission line found along the western boundary of the project area.

(c) Concessions and Leases

These enterprises will be overseen by the Division of Leisure Services or the Division of Land Acquisition and Management, as deemed appropriate.

An equestrian concession or lease may be established on the project area. This use may include the boarding/leasing of horses to be used by the public for the purposes of enjoying the multi-purpose trails system of the Preserve. This use will utilize the existing barn located on the project area. Subsequent to review and approval by the FCT, the County established a lease in 2003 with a private individual for the purpose of boarding a limited number of horses at the existing stable on the project site. A copy of this lease is appended to this management plan as Appendix D.

A caretaker may reside on the portion of the project situated south of Spruce Creek. This potential use may be accommodated by the existing structures or through the placement of a mobile home or other similar structure on the property.

Should the proposed lodging be established on the project area, this use will likely be operated by a private concessionaire. The concessionaires and/or leases for meeting room, lodging (overnight stays, meals, etc.) and/or equestrian
(boarding, rental of horses, etc) uses, if established, will be accomplished using the appropriate adopted County procedures.

(xi) Miscellaneous Site Development Issues

Several existing conditions should be corrected in the interim period between project acquisition and site development.

(i) Portion of Project site situated south of Spruce Creek

Each of the following items, noted in the management plan for the Phase I acquisition (FCT#01-071-FF1), have been subsequently addressed:
- removal / replacement of existing internal fencing,
- removal of old maintenance equipment,
- removal of the disturbed area of ground vehicle tires south of the stable,
- removal of other existing minor improvements (i.e. old play equipment), and
- remediation of the existing pond adjacent to the stable.

(ii) Portion of Project site situated adjacent to U.S. 1

As previously noted, the small abandoned residential structure located on this portion of the project is in an advanced condition of dilapidation. As such this structure, and the associated covered work area / carport, represent a nuisance and constitute a significant hazard to public health and safety. Trash and other debris is scattered about the residence and adjacent grounds. This unacceptable situation will be corrected by demolition of the structures and general site cleanup. An easement, which has not been vacated, for an unopened street is also found on this portion of the property. This easement will be properly vacated prior to site development.
IV. NATURAL RESOURCES

The project area is characterized by a diversity of natural vegetative cover and provides habitat for several listed species, plant and animal. The value and integrity of these stable communities is very high and require minimum immediate restorative or other management activities. Little to no invasion by exotic / nuisance species has been observed.

In recognition of the area’s relatively pristine condition, the State has designated Spruce Creek as an “Outstanding Florida Water”.

It is intended that the resources of the project site be adequately protected and appropriately managed to ensure the long-term viability of the natural communities and thereby enhance the user’s experience.

Natural Communities

The natural resources of the project area are essentially in excellent condition and necessitate minimum levels of management. However, these communities were impacted, to varying degrees, by the series of hurricanes (Charley, Frances, and Jeanne) experienced in the county during the late summer of 2004. This impact typically consisted of loss and damage to tree canopy and temporary inundation of limited areas. The hurricanes are viewed as natural processes from which the affected communities will adapt.

A portion of the natural cover of the project has previously been altered for the purposes of the keeping and raising of horses. This agricultural land, pasture (improved and canopied) and riding area, is associated with the horse stable located in the south portion of the project site. This pasture is dominated by bahia grass (*Paspalum notatum*), a non-native ground cover typical of actively managed pastures. A portion of this area is proposed for restoration to a natural habitat.

The following natural communities are represented on the project area. The distribution of these communities on the Project Area is depicted by Exhibit 4.

(a) Imperiled / Critically Imperiled Communities

The Martime Hammock community has been designated as “imperiled” by the Florida Natural Areas Inventory. Within the project, this community, encompassing approximately eight acres, is found adjacent in the area adjacent to U.S. 1. (see Exhibit 4)
This stable coastal upland community is in good condition. Fire and other perturbations have been absent from the community for a lengthy period. Accordingly, a thick layer of duff is found in this mature community. With the exception of isolated occurrences around the periphery, invasive exotic species have not been noted in the community. A diversity of species is found in the community including Live oak (*Quercus virginiana*), Cabbage palm (*Sabal palmetto*), Southern magnolia (*Magnolia grandiflora*), Yaupon holly (*Ilex vomitoria*), Saw palmetto (*Serenoa repens*), Beautyberry (*Callicarpa americana*), Greenbriar (*Smilax spp.*) Coontie (*Zamia pumila*), and Wild coffee (*Psychotria spp.*). A few, widely scattered, mature Slash pine (*Pinus elliottii*) are also found in this community. These pine are likely remnants of an earlier successional stage of the community. Pine regeneration is not noticeable in the community. Additionally, specimens of the threatened species of Twinberry (*Mycianthes fragrans*) have been found on the project area within this community.

**General Management Strategies**

- Exclude, to the extent practical, development from the community. Development located within the community is to be of minimal level / intensity and is to be designed and undertaken so as to minimize disturbance. Any potential impacts (e.g. removal of trees) is to be mitigated in a manner consistent with County land development regulations.

- Protect the community from fire.

- Monitor the community for the presence of exotic and/or nuisance species and take appropriate measures for control of said species, if necessary.

- Other than actions necessary for purposes of ensuring public health and safety, correcting damage to structures and facilities, or facilitating recreational use of the project area (e.g. removing downed trees from trails, roads, etc). impacts arising from hurricanes will generally be considered as part of a natural process from which the community will adapt. However, the communities will be monitored for potential impacts such as enhanced fire hazard and disease / pest infestations. If it is determined that the impacts incurred result in an unacceptable decline in the condition of the community, the appropriate management actions may be undertaken to promote long-term viability.
(b) Other Natural Communities

**Xeric Hammock** – Xeric Hammock may be characterized by either a dense low canopy forest or a multi-stored forest of tall trees with an open or closed canopy. Examples of both of these conditions are found on the project site. Live oak (Quercus virginiana) dominates the canopy of this community found in the portion of the project adjacent to U.S. 1. The understory in this area is fairly open and typically consists of saw palmetto (Serenoa repens) and saplings of the aforementioned species. A well established, mostly closed, canopy of tall laurel oak (Quercus laurifolia) and live oak (Quercus virginiana) is located in the central portion of the project, south of Spruce Creek. Other species in this area include pignut hickory (Carya glabra), southern magnolia (Magnolia grandiflora), cabbage palm (Sabal palmetto), and southern red cedar (Juniperus virginiana). The portion of the community area found in the southwestern quadrant of the project, south of Spruce Creek, is typically a lower, denser, forest including species such as live oak (Quercus virginiana), sand live oak (Quercus geminata) and a dense understory of saw palmetto (Serena repens) and young oak. A few, large sand pine (Pinus clausa) are widely scattered in this portion of the community. This portion of the community may represent a successional stage originating from scrub. Historically, intense fires on 40-80 year intervals were experienced by this community. Xeric Hammock is also often associated with and grade into other xeric or mesic upland communities such as Upland Mixed Forest.

**Upland Mixed Forest** – This vegetation type is dominant in the northern and western portions of the upland segment central portion of the project site, south of Spruce Creek. Upland Mixed Forest represents the climax community for its geographic location. The well-established canopy of this area includes a mixture of Slash pine (Pinus elliottii) and other species such as Laurel oak (Quercus laurifolia), Live oak (Quercus virginiana), Pignut hickory (Carya glabra), Southern magnolia (Magnolia grandiflora), and Southern red cedar (Juniperus virginiana). The understory and herbaceous layer tends to be open. Fire regimes within these areas were similar to the pine flatwoods areas.

**Estuarine Tidal / Saltwater Marsh** – Extensive areas of salt marsh occur in the wetlands adjacent to Spruce Creek and Rose Bay / Halifax River. Plant distribution within the marsh areas are tidally influenced. Example of species includes smooth cordgrass (Spartina alterniflora), glasswort (Salicornia perennis), needle rush (Juncus roemerianus), seepweed (Suaeda linearis), and sawgrass (Cladium jamaicense), sea oxeye (Borrichia frutescens), seashore dropseed grass (Sporobolus virginicus), and black mangrove (Avicennia germinans).

**Bottomland Forest** – This mature community is situated adjacent to the estuarine tidal marsh associated with the tributary of Spruce Creek found on the southern
portion of the project area, downslope of adjacent upland areas. This rare community is in excellent condition. A high canopy of consists of various hardwood species, including Southern magnolia (Magnolia grandiflora), Laurel oak (Quercus laurifolia), Water oak (Quercus nigra), and Cabbage palm (Sabal palmetto). Scattered specimens of Hickory (Carya spp.) and Live oak (Quercus virginiana) are also found in this community. Saw palmetto (Serenoa repens) is predominant in the sparse, open understory. Other species present include Lyonia (Lyonia spp.) and Sparkleberry (Vaccinium arboreum).

**Mesic Flatwoods** – A small, isolated, area of this community is found adjacent to U.S.1. This area is characterized by large, mature, Slash pine (*Pinus elliottii*). A dense understory of saw palmetto (*Serenoa repens*) and a thick duff layer have effectively precluded regeneration of pine in this community. As such, the quality of the community is marginal. It is likely that this area is the remnant of an earlier successional stage of the adjacent communities. Efforts to restore the small area represented by this common community will not be undertaken. Rather, the ongoing process of natural succession will be allowed to proceed.

**Hydric Hammock** – A narrow band of this community parallels a segment of the estuarine tidal marsh area located on the portion of the project area south of Spruce Creek. This high quality, small, community contains a well-developed overstory consisting almost entirely of Cabbage palm (*Sabal palmetto*). A few other species such as Sweetbay (*Magnolia virginiana*) are widely dispersed across the community. The sparse understory includes scattered Saw palmetto (*Serenoa repens*). Given its position on the landscape, this community is periodically inundated.

**General Management Strategies**

- Other than actions necessary for purposes of ensuring public health and safety, correcting damage to structures and facilities, or facilitating recreational use of the project area (e.g. removing downed trees from trails, roads, etc). Impacts to the natural communities arising from hurricanes will generally be considered as part of a natural process from which the affected communities will adapt. However, the affected communities will be monitored for potential impacts such as enhanced fire hazard and disease / pest infestations. If it is determined that the impacts incurred result in an unacceptable decline in the condition of the community, the appropriate management actions may be undertaken to promote long-term viability.

- Site development / alteration will be designed and located in areas where disturbance to existing conditions and vegetation can be minimized. Existing canopy and understory vegetation will be retained to the maximum extent possible.
- Appropriate buffers will be maintained adjacent to the salt marsh and other environmentally sensitive portions of the project site.

- Protect the mature communities (e.g. Upland Mixed Forest, Bottomland Forest, Xeric Hammock and Hydric Hammock) and other critical communities (e.g. Estuarine Tidal Marsh) from the potentially damaging effects of uncontrolled fires.

- If appropriate, consider the use of prescribed burning to promote the long term vitality/stability of a community. In particular, portions of the Estuarine Tidal Marsh community may be periodically prescribed burned. If possible, this activity should be coordinated and conducted with the overall program of prescribed burning to be developed for the Doris Leeper Spruce Creek Preserve.

- Active/intensive silvicultural practices will not be undertaken on the project site. The project site will be managed to foster continuation of the present species composition and/or structure. This may include the use of management practices such as planting/seeding or other regenerative activities and selective harvesting.

- Periodically evaluate each vegetation community and selectively harvest appropriate trees (i.e. damaged, diseased, etc) that present significant hazards/impediments to the vitality/stability of the community. Selective harvesting may also occur as part of routine maintenance, and restorative activities.

- Establish a program for the monitoring and control, if necessary, of any exotic and/or nuisance species that may occur on the project area.
Listed Animal and Plant Species

The project shall be managed in a manner that protects and enhances habitat for listed and native species.

It may reasonably be expected, given the diversity and quality of the natural communities, that a mixture of listed species may be found across the project area.

Table 1 strives to narrow the potential species occurrences to reflect the habitats of the area encompassed by this FCT project. This listing was derived from an overall itemization for the entire Preserve and includes listed species that have been previously observed by others or have a high likelihood of occurrence. The “observed” species may not have been noted within the confines of the project area, but on similar adjacent habitat within the Preserve. Although not included on this listing, the open and brackish water of Spruce Creek is home to the recently discovered Spruce Creek King’s Crown Mollusk (Melongena corona sprucecreekensis). However, within the scientific community it is debatable if this mollusk is a separate species. Occurrences of the Gopher Tortoise (Gopherus polyphemus), a Species of Special Concern, have been observed adjacent to the project. The threatened plant species of Twinberry (Myracianthes fragrans) and Coontie (Zamia pumila) have been observed on the portion of the project site adjacent to U.S. 1.

The Florida Fish and Wildlife Conservation Commission (FWCC) has identified a portion of the project area as being within a “Strategic Habitat Conservation Area” (SCHA) for wading birds and the threatened Atlantic Salt Marsh Snake (Nerodia clarkii taeniata). The portion of the project encompassed by the SHCA typically consists of shoreline areas and the associated estuarine marsh community.

Comments regarding the management plan prepared for the portion of the project acquired under the first FCT project have previously been solicited and received from the FWCC. These comments are attached in Appendix H. This unified management plan addresses, as appropriate, the previously received comments.

General Management Strategies

- Comprehensive surveys of listed species (plant and animal) shall be conducted on the project site prior to site development / alteration for the proposed uses. Locations of identified species shall be mapped and recorded using Global Positioning System (GPS) or other means.

- Site development / alteration will be designed so as to minimize disturbance of existing conditions / habitats.

- New site development / alteration will be excluded, to the maximum extent practical, in known locales of listed species. Should site development / alteration
occur, it will be appropriately mitigated. Mitigation may include the relocation of affected species to similar habitats elsewhere on the project or Preserve.

- Site alteration / development and subsequent use of the project area shall be monitored for impacts upon listed species. Should unacceptable impacts be identified, the alteration / development or use activities will be modified to eliminate / ameliorate the impact, as appropriate.

- Signs will be placed at appropriate locales within the project area that inform the visitor that all plants and animals are protected and shall not be disturbed/harvested.

- Facilities accommodating motorized watercraft shall not be placed on the project. Only non-motorized watercraft (e.g. canoe and kayaks) shall be allowed on the project.

- The Office of Environmental Services, Florida Fish and Wildlife Conservation Commission, shall be consulted for the purposes of ensuring the preservation and viability of native wildlife species in a manner that furthers the "Strategic Habitat Conservation Area" designation.

- Comments upon this unified management plan will be sought from the FWCC subsequent to a comprehensive survey / inventory of the natural communities.
TABLE 1. Observed and Potentially Occurring Listed Wildlife and Plant Species

### Plants

<table>
<thead>
<tr>
<th>Name</th>
<th>State</th>
<th>Fed</th>
<th>Likelihood of Occurrence</th>
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<tr>
<td><em>Acrostichum danaeifolium</em> (giant leather fern)</td>
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<td><em>Epidendrum conopseum</em> (green-fly orchid)</td>
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<tr>
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<tr>
<td><em>Peperomia humilis</em> (reddish peperomia)</td>
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<td><em>Rhipidophyllum hystrix</em> (needle palm)</td>
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<td><em>Zamia pumila</em> (coontie)</td>
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### Birds

<table>
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<tr>
<th>Name</th>
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<th>Fed</th>
<th>Likelihood of Occurrence</th>
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<td>T</td>
<td>Observed</td>
</tr>
<tr>
<td><em>Haliaeetus leucocephalus</em> (bald eagle)</td>
<td>SSC</td>
<td></td>
<td>High</td>
</tr>
<tr>
<td><em>Mycteria americana</em> (wood stork)</td>
<td>E</td>
<td>E</td>
<td>Observed</td>
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<tr>
<td><em>Pelecanus occidentalis</em> (brown pelican)</td>
<td>SSC</td>
<td></td>
<td>High</td>
</tr>
<tr>
<td><em>Rynchops niger</em> (black skimmer)</td>
<td>SSC</td>
<td></td>
<td>High</td>
</tr>
<tr>
<td><em>Sterna antillarum</em> (least tern)</td>
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<td></td>
<td>Observed</td>
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### Mammal

<table>
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<tbody>
<tr>
<td><em>Trichechus manatus</em> (florida manatee)</td>
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### Reptile

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</thead>
<tbody>
<tr>
<td><em>Alligator mississippiensis</em> (american alligator)</td>
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<td>T(S/A)</td>
<td>Observed</td>
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<tr>
<td><em>Dryamochon coraiis couperi</em> (eastern indigo snake)</td>
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<td>T</td>
<td>High</td>
</tr>
<tr>
<td><em>Nerodia fasciata taeniata</em> (atlantic salt marsh snake)</td>
<td>T</td>
<td>T</td>
<td>Observed</td>
</tr>
</tbody>
</table>

Inventory and Monitoring of the Natural Communities and Resources

(i) Inventory / Survey
An inventory of the natural communities describes the “baseline” conditions of the project area and serves as a tool guiding future decisions pertaining to management and use.

General Management Strategies

- Surveys should be designed and performed in accordance with the standards of the Florida Natural Area Inventory (FNAI) and will be completed prior to preparation of a detailed site development plan and before undertaking major alteration activities.

- It is anticipated that County staff and/or trained volunteers will conduct these surveys. However, the services of external experts may be retained as needed.

- Locations of identified listed species – plant and animal - shall be mapped and recorded using Global Positioning System (GPS) or other means.

- Any listed species – plant and animal - found on the project site during survey efforts by the County will be reported to Florida Natural Area Inventory (FNAI) using the appropriate forms (see Appendix E).

- Should a listed species be found which mandates adjustment of the uses or management of the project site, this management plan will be revised accordingly and forwarded to FCT for review and comment.

(ii) Monitoring
Monitoring provides a formal record of resource conditions over time and helps assess the effectiveness of management activities. Monitoring activities help detect deteriorating conditions before severe or irreversible impacts occur and provide time for corrective actions.

General Management Strategies

- Should federally listed endangered and/or threatened species be encountered on the project site, populations will be monitored following management activities on the site. Other state listed plant species should be inventoried but will only be monitored occasionally, every 10 to 20 years. Should mortality appear to occur in a listed species due to
management activities, those activities will be re-evaluated and this management plan revised accordingly.

- The project area will be annually monitored, in concern with the balance of the Preserve, during months of November and December to assess use of the area by migratory birds.

- Natural Communities will be continually monitored to evaluate the health of the community and identify any necessary management activities.

- Based upon these monitoring efforts, the corresponding management activities will be adjusted if warranted. Should this management plan need to be amended, a revised copy will be forwarded to the FCT for review and comment.
Water Quality

The project includes frontage upon Spruce Creek and Rose Bay / Halifax River. The project also encompasses a segment of a tributary of Spruce Creek.

These surface waters have been designated as Class III. Spruce Creek, including the associated tributary, is designated as an “Outstanding Florida Water” (OFW).

Based upon the latest available sampling conducted by the County, the quality of water within Spruce Creek may be characterized as fair.

The bluffs along the southern shoreline of Spruce Creek, adjacent to the existing residences, have eroded in places due to surface runoff. This erosion is minor and confined to a few locales.

The extensive estuarine marsh and hydric hammock communities found south of Spruce Creek are adjacent to the tributary of this waterway encompassed by the project. These undisturbed natural communities are in good condition.

A small, approximately one-tenth of an acre, pond is located in the northern portion of the pasture area. Poor water quality and steep side slopes characterize this man-made waterbody.

The shoreline of that portion of the project adjacent to U.S. 1 has previously been altered through construction of an abandoned roadway. This alteration has resulted in the isolation of wetlands and modified the natural drainage patterns. Activities will be undertaken to remedy this situation (see discussion under resource enhancement / restoration).

General Management Strategies

- No direct discharge of stormwater associated with development of the project area will be allowed into Spruce Creek or other natural surface water body.

- Stormwater design/placement/discharge shall comply with the appropriate standards for Outstanding Florida Waters.

- The design of stormwater facilities for the project site shall be coordinated with, and permitted by, the St. Johns River Water Management District.

- Disturbance of slopes and natural communities adjacent to Rose Bay, Spruce Creek and its tributary should be minimized to lessen / avoid future sedimentation and erosion problems and protect surface water quality. Trails
proposed in proximity to the shoreline of Spruce Creek and its tributary should be field verified to avoid excessively sloped areas.

- Boating facilities and access to the project site shall be limited to non-motorized watercraft.

- Waterfront access shall be managed to minimize erosion and other negative use impacts by the public.

- New development/structures placed upon the project, adjacent to Spruce Creek and its tributary, shall comply with the appropriate Outstanding Florida Waters standards.

- Vegetation along the shoreline of Spruce Creek and its tributary shall be maintained to the fullest extent possible and will comply with the appropriate provisions of the Tomoka River/Spruce Creek Rule of the St. Johns River Water Management District.

- Resource management activities adjacent to Spruce Creek and the tributary shall follow "Best Management Practices" or applicable OFW standards, as appropriate.

- Prohibit visitor access / intrusion into marsh areas adjacent to the projects waterbodies.

- The shoreline of Spruce Creek adjacent to the residences and boat dock will be reconstructed to correct existing erosion and preclude additional future degradation.

- As may be necessary, reconstruct slopes of the small man-made pond located in the pasture area and re-vegetate the reconfigured shoreline with appropriate native species.

- Surface waters will be protected during all management/use activities. Correct placement and proper construction standards will lessen sedimentation to waters and minimize disruptions to natural surface hydrology.
Unique Geological Features

Elevations on this site range from 0 feet NGVD along the margins of Spruce Creek, associated watercourses, and marsh areas to approximately 35 to 40 feet NGVD.

During the planning of recreational and other activities / uses, slope is a more important concern than actual elevation with regard to minimizing impacts. On the project site, the steepest slopes are associated with the bluff areas adjacent to Spruce Creek and it's tributary. These slope areas are presently in generally good condition.

General Management Strategies

- Disturbance of slopes should be minimized. Trails and other uses proposed in proximity to these areas should be field verified to avoid excessively sloped areas.

Trails Network

The trails provided on the project area range from primitive to improve, multi-use. This trails network will accommodate an equally diverse range of users including hikers, equestrians, and bicyclists.

This project includes trails that are both internal to the project area and which provide linkages off-site (see Appendices C and J).

Trails internal to the project generally consist of loop nature trails. Each of these trails will be at least one-quarter of a mile in length. Referring to Appendix C, nature trails are found in both portions of the project site.

The extensive trails system of the project also promotes connectivity and enhancement of both local, regional, and statewide trails networks.

The trails to be sited on the portion of the project area located south of Spruce Creek are integral components of the comprehensive trails network of the Doris Leeper Spruce Creek Preserve. The project trails represent critical "in-fill" linkages in the local trails network of the Preserve they will enable potential users to transit from the eastern to western reaches of the Preserve, south of Spruce Creek, without having to travel off-premises using automobiles or other means of transit. This connectivity is further enhanced by the placement of trailhead adjacent to the existing equestrian stable. The off-street parking on this portion of the project will also provide an additional point of access to the trails network.

The project compliments the regional trails system envisioned by the County's Volusia Trails Plan (see Appendix J). As such the trails of the project will be managed as part of
this comprehensive county-wide recreational trails system. This project shall be incorporated with the overall management program for the protection and enhancement of natural and recreational resources of the "Kings Highway Heritage Trail". The "Kings Highway Heritage Trail" is intended to be a paved, "showcase" trail that will provide access for bicyclists, pedestrians, and other users to waterfront parks, natural areas and other land uses. The conceptual alignment for this trail is intended to loosely follow that of the Old Kings Highway (circa 1767) which extended between New Smyrna Beach and St. Augustine. A landing for this route, as it crosses Spruce Creek, is apparently located on the project area. Accordingly, the trails network on this portion of the project provides for segment of this historic route. In addition to providing an opportunity for an alignment of trail segment, the project also promotes preservation of the integrity of the prospective trail corridor by eliminating potentially incompatible adjacent land uses. Project area uses and management will ensure compatibility with this significant trail. Referring to Appendix J, a conceptual bicycle / pedestrian corridor traces the route of U.S. 1, adjacent to this portion of the project area. The passive resource management and uses associated with this portion of the project protect and enhance this proposed regional trail corridor. Preservation of the integrity of the natural communities in this area will protect and enhance the potential trail viewshed. Sensitive design and the minimal level of site development will further enhance the experience for the user of this trail corridor. The off-street parking, picnic area and other uses also enhance the trail corridor by functioning as trailhead / trailside amenities. Lastly, the Wilbur / Rose Bay Paddling Trail is also located nearby this portion of the project area. The canoe tie-up and upland uses provided in this portion of the area enhance this nautical trail.

Referring to Appendix K, the "Spruce Creek State Canoe Trail" traces that portion of the project area adjoining this waterway. This project protects and enhances this trail by protecting the viewshed from the watercourse and by providing additional opportunities for public access and enjoyment (e.g. canoe launch / tie up, picnic areas, off street parking areas, etc.).

**General Management Strategies**

- To the extent feasible, trails will maximize the use of existing roadways (where use by motor vehicles has been eliminated) and trail segments.

- Trails shall be located and constructed in a manner to minimize / preclude adverse environmental impacts. In furtherance of this, alignments of trails should be field verified and adequate buffers between trails and environmentally sensitive areas shall be maintained.

- The alignment, design and construction of trails on the project shall be coordinated with the existing and proposed network of the surrounding area.

- User groups may be consulted, as appropriate, in the design and operation of the trails system on the project area.
- Adjustments in the alignment of both existing and proposed trails shall be made, as appropriate, for purposes of protecting natural resources, ensuring user safety, and enhancing user experiences. In furtherance of this, it may be necessary to close affected segments of existing trail. Segments of trail to be closed may be replaced, as appropriate, by opening / constructing new segments.

Greenways

As previously noted, this project is a component of the larger “Doris Leeper Spruce Creek Preserve” (see Appendix C). The Preserve, encompassing approximately 2,000 acres, is essentially composed of vast expanses of high quality natural communities characterized by minimal disturbance/alteration. The County of Volusia has been designated by the State as the manager for the Preserve. It is intended that the Preserve, including this project area, be managed in a holistic manner. The management philosophy of the Preserve is guided by two overarching concepts, natural resource protection / preservation and the provision of compatible resource-based recreational opportunities. The management plan for this project area is drawn using these fundamental concepts.

The “Spruce Creek State Canoe Trail” traces that portion of the project area adjoining this waterway. Administered by the State’s Office of Greenways and Trails (OGT), this trail corridor is confined to the waterway and does not include any abutting upland area.

General Management Strategies

- Should a conflict exist between this FCT project area management plan and the overall plan for the Preserve with respect to greenways / natural resource management, the applicable provisions / strategies of the comprehensive management plan for the entire Preserve shall prevail.

- Solicit comments from the OGT related to signage or general information that may be appropriate for display and to update their information regarding potential access points and potential associated recreational opportunities.
V. Resource Enhancement / Restoration

This management plan does not propose extensive restorative efforts. Outside of routine management programs such as prescribed burning and the removal/control of exotics that are primarily intended to maintain the health/viability of the existing resources, the most intensive restorative effort proposed is the conversion of a portion of the existing pasture area to a natural condition. Other, lesser, restorative activities are proposed to be undertaken on that portion of the project site situated adjacent to U.S. 1.

Upland Restoration

(a) Portion of Project south of Spruce Creek

Sandhill Restoration – A portion of the pasture, approximately 7 acres, located in the southern part of the project site has been targeted for conversion to a sandhill community (see Exhibit 5). This restorative activity is intended to promote the return of a historic, imperiled, habitat that is appropriate to the area and facilitate the potential return of some of the listed species associated with this habitat. This effort will include site preparation activities (such as removal of the existing incompatible vegetation, diskng, prescribed burning) and seeding/replanting with desired species. The initial planting will principally consist of Longleaf pine (Pinus palustris) and other future overstory species.

The restoration of sandhill communities is a relatively new endeavor. The body of professional publications and experience is limited. As such, this proposal represents a pioneering, educational, effort. Accordingly, the restoration of the sandhill community proposed by this project may be phased. The initial effort will be annually monitored and evaluated. Based upon these monitoring efforts, the techniques used in this restorative endeavor may be subsequently modified. However, depending upon the success of the initial effort, the restoration of additional acreage may not be undertaken. Should this management plan need to be amended, a copy of the proposed revisions will be forwarded to the FCT for review and comment.

(b) Portion of Project Adjacent to U.S. 1

Old Roadbed Area -- Portions of the remnant roadbed situated along the shoreline east of U.S. 1 are covered by a species of grass, most likely St. Augustine (Stenotaphrum secundatum). Although this existing grass may be a native species, it is not consistent with the surrounding natural community. Affected portions of this roadbed may be incorporated into the trail network for the project. Accordingly, the existing expanses of grass will be evaluated during site development for removal. If grassed areas are removed, the affected area
will be replanted with native species that are consistent with the surrounding community.

**Abandoned Homestead Area** – see discussion under *Invasive Exotic Plants* section

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**Wetland Restoration**

(a) **Portion of Project south of Spruce Creek** – None.

(b) **Portion of Project Adjacent to U.S. 1**

**Old Roadbed Area** – A segment of abandoned roadbed parallels the shoreline along that portion of the project located adjacent to U.S. 1. The elevated, hardened, remnants of this roadbed have resulted in the partial isolation of two wetland areas on the west side of the road from the larger wetland system located along the shoreline. Collectively, the affected wetlands encompass approximately 0.90 of an acre. As a result of this alteration, the natural function and viability of these tidally influenced wetlands is diminished. Additionally, this disturbance has affected species composition by facilitating minor encroachment at the periphery by "off-site" native (e.g. Red cedar) and exotic species (e.g. Brazilian pepper).

This project will remedy this existing condition by re-establishing the natural hydrological connection between these wetlands and the adjacent system of shoreline wetlands and the removal of invasive species. County staff (i.e. Mosquito Control) will likely used to undertake this activity. The natural hydrological connection will be re-established through removal or expanded breaching of the roadbed. It is anticipated that this activity will be undertaken during site development as portions of the affected segment of roadbed may be incorporated into site amenities (e.g. boardwalk, trails). However, this effort may be initiated earlier if County staff is available or conditions of the wetlands warrant. Given the limited presence of exotic species, it is not envisioned that replanting of the affected areas will be required as part of the eradication effort.
Invasive Exotic Plants

The presence of exotic species on the project site is generally confined to limited, isolated, occurrences.

However, a significant area of occurrence is associated with the abandoned homestead and old roadbed area adjacent to U.S.1. This previously disturbed / altered area consists of approximately one and a half acres. Disturbance of the natural community in which the abandoned homestead is located typically consists of loss of native understory and ground cover. The natural canopy in this area is essentially intact. Portions of the natural community at this locale have been colonized by thick stands of Common bamboo (*Bambusa vulgaris*). Exotic species, including bamboo and Brazilian pepper (*Schinus terebinthifolius*), are also found adjacent to the old roadbed.

The eradication / control of invasive exotic species is undertaken as part of routine resource management activities. Since acquisition of the project area staff has conducted preliminary surveys to identify the presence of exotic species.

General Management Strategies

- Appropriate steps will be undertaken for the eradication and control of exotic species currently found on the project area. This effort may employ mechanical and/or chemical methods.

- Concurrent with, or shortly after, demolition and removal of the existing structures associated with the abandoned homestead on that portion of the project adjacent to U.S 1, the bamboo and other exotic species at this locale will be eradicated.

- Subsequent to eradication of exotic species present, the affected area may be replanted (as appropriate) with native species that are consistent with the overarching natural community.

- Areas from which exotic species have been removed project area will be evaluated on an annual basis for re-infestation. Should re-infestation be noted, the proper procedures will be undertaken to control the re-growth.

- The entire project area will, as a general matter of management, be routinely monitored for the presence of exotic species. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be consulted as a reference for the identification of invasive exotic vegetation (see Appendix F).
**Prescribed Burning Program**

Fire has typically been excluded from the project area, and the overall Preserve, for many years. Accordingly, the natural communities of the project site generally represent climax/fire sensitive communities. As successional mature communities, these habitats are not dependent upon periodic fire. In fact, fire may be destructive of these communities. However, management of the salt marsh community and the sandhill restoration effort may include very limited use of this resource management tool.

Several members of the staff of the County's Division of Land Acquisition and Management have received certification from the State for planning and conducting prescribed fires. Present plans call for additional staff to obtain this certification.

Concerns such as limited access, adjacent major roadways, and surrounding land uses may severely restrict the use of prescribed fire.

**General Management Strategies**

- An active, on-going, program of prescribed burning is not envisioned for the project. To promote effectiveness and address constraints and conditions, prescribed burning of the project, if undertaken, will generally be managed/conducted as part of the comprehensive burning program for the entire Preserve.

- Infrequent prescribed burns may be conducted in the estuarine marsh areas for purposes of fuel reduction and ensuring the long-term health of the community. These fires, if performed, will need to be conducted at appropriate hydrological conditions so as to minimize the potential for negative consequences such muck fires.

- In the formative years of the sandhill restoration effort, this area may be infrequently burned for purposes of site preparation and establishment of the community. Once established, it is anticipated that management of this community will include periodic burning. Determinants of a potential burning cycle will include the success of the restoration effort, unknown future conditions, and external influences.

- If a prescribed burn is to be conducted, a detailed burn plan (prescription) will be prepared. Development of this plan/prescription is required by Florida Division of Forestry in order to secure the requisite burn permit. The drafting of the burn plan/prescription will be coordinated, as appropriate, with the Division of Forestry, the Fish and Wildlife Conservation Commission, the County's Fire Services and other agencies (e.g. adjacent municipal fire departments). A copy
of any completed plan / prescription for the project area will be appended to this management plan.

- If a prescribed fire is to be undertaken on the project site, the adjacent residents and others likely to be affected by this activity will be contacted for the purposes of providing information about the need for and the expected benefits to be derived from the activity.

Feral Animal Program

Populations of feral animals have not been observed on the project site. Accordingly, it is not necessary to development a plan for removal at this time. However, occurrences of feral hogs have been observed elsewhere on the Preserve. Therefore, the project area will be monitored and a removal plan will be developed, if necessary based upon the number and extent of occurrences, at a later date. Isolated or limited occurrences of feral animals, if noted, will be removed as a matter of routine resource management.

General Management Strategies

- As part of routine management practices, the project site will be monitored for the presence of feral animals. Should recurring instances be detected, the appropriate actions will be taken for control of the animals. This will typically include mechanical trapping and removal of the animal(s).
VI. ARCHAEOLOGICAL AND HISTORICAL RESOURCES

The project is situated amid an area noted for its cultural and historical richness. Protection of these resources is a key management objective for the project area and Preserve.

The project includes several archaeological/historical sites. These sites are briefly described below. Additional information pertaining to the Florida Master Site File sites in presented in Appendix I. In addition, numerous other resources listed on the Florida Master Site File are found less than one-quarter of a mile from the project.

(a) Portion of Project Site situated south of Spruce Creek

The remains of a 19th century homestead (Florida Master Site File #VO 2582) are located adjacent to the northeast corner of this portion of the project area. The remnants of the Old Kings Highway (Florida Master Site File #VO 7147) have been identified in the marsh area, north of Spruce Creek. The southern landing for the historic route is apparently on the project area, approximately 500 feet east of the principal residential dwelling situated on the southern shore of this waterway. This historical route evidently extends across the project area, although the approximate location has not been determined. The structural remains of a possible British or second Spanish period site (Florida Master Site File #VO 7160) may also be found adjacent to the northwestern corner of this portion of the project area, adjacent to the powerline corridor.

During the late summer of 2004, staff discovered what may be a previously undocumented resource. This site, generally situated approximately 50-100 feet east of the existing principal residential structure, is comprised of cut nails and remnants of what may have been a structure dating from the British Colonial period to the Civil War. Further study is required to determine the nature and quality of this apparent resource.

Recent field observation suggests that a segment of the existing primitive trail located adjacent to the southern shore of Spruce Creek, west of the estuarine marsh, may encroach upon a potential midden. This trail was established by others prior to acquisition of the property by the County. Further study is required to evaluate this situation.

(b) Portion of Project Site situated adjacent to U.S. 1

Preliminary investigation by County staff suggests that a midden (Florida Master Site File #VO 97) is located along the western side of the abandoned roadbed, midway between the northern and southern boundaries, of this portion of the project area.

General Management Strategies

- a detailed historic resources survey will be conducted. This survey will be comprehensive in nature and will comply with Florida Division of Historical
Resources guidelines and procedures. All survey reports and related data will be submitted to the Florida Division of Historical Resources. This survey will include identification of the historic route for Old Kings Road on the upland portion of the project site, evaluation of the recently discovered apparent structural remains, and the potential midden area located on the southern shore of Spruce Creek.

- conduct survey(s) prior to the commencement of site development activities

- identified historic resources will be evaluated for significance using the criteria established for eligibility for listing on the National Register of Historic Places and criteria contained in Chapter 62, Article III, Volusia County Code of Ordinances (local historic site designation). If a site is deemed eligible for listing through either program efforts will be made to nominate the site for designation.

- any site deemed significant as per the historic resources survey will fall under the scrutiny of established historic preservation review procedures if adversely impacted by any park development proposal. The adverse impact of the proposal will be mitigated with avoidance of impact being the preferred alternative.

- the County of Volusia will prohibit the unauthorized collection of artifacts or disturbance of significant historic resources located on these lands. In areas developed for public access and use signs will be posted to inform park visitors of this policy. In addition, historic resources will be monitored for unauthorized disturbance. All planned archaeological excavations involving identified archaeological sites will be closely coordinated with the Florida Division of Historical Resources.

- for significant historic resources located in areas of public access and use, an interpretive plan will be developed. This plan will contain at a minimum: adequate research to provide context and explain the significance of the resource; a strategy outlining issues for sustainable public access and possible use of the resource; and recommendations for installation of interpretive infrastructure such as signs, kiosks and the like.

- signage will be placed at the identified Archaeological / Historic sites explaining the importance and significance of each and stating prohibition on disturbance of the site and the removal of artifacts.

- management of archaeological and historic resources will comply with the provisions of Chapter 267.061 (2)(a) and (b), Florida Statutes.

- identified archaeological sites will be protected from prescribed burning, if undertaken.
VII. EDUCATIONAL PROGRAM / DISPLAYS

Education Program

Renovation of the existing principal residence located on the southern shore of Spruce Creek may include creation of meeting or small conference space that could be used for educational purposes.

It is intended that the Preserve include a Resource (Archaeological and Environmental) Education Center. Although this facility will not be located on this project site, the area may be used as part of the overall educational experience of the Preserve. It is envisioned that this center will maintain a relationship with the School District, other educational institutions, and civic groups.

Field trips conducted by staff of the Resource Education Center will encompass properties located throughout the Doris Leeper Spruce Creek Preserve, including the project area. The project, through the use of the planned meeting / conference space, will provide the opportunity for staff of this adjacent facility and others (e.g. County staff) to conduct 24 annual, regularly scheduled educational and public awareness programs. This meeting space may also be made available to local environmental groups. Additionally, the habitats, archaeological resources, planned trails, and restoration activities of the project area will provide outstanding outdoor educational experiences. Specifics as the type and leadership of the programs will be developed subsequent to establishment of the learning center and the management / development of the project site.

The educational program will likely be limited until such time as the proposed Resource Education Center is constructed and development of the project site (esp. the meeting facility) is undertaken. However, staff of the County’s Division Land Acquisition and Management includes a Naturalist. The responsibilities of this position include conducting educational presentations for the general public at various conservation lands across the county. The resources and planned facilities of the project area provide outstanding opportunities for furthering this mission on a recurring, periodic, basis.

Educational / Interpretative Displays

Appropriate displays (e.g. signage and kiosks) will be placed on the project for the purposes of identifying and interpreting the various natural and archaeological / historical resources for the visitor. These displays may also include information of general interest such as outdoor recreational experiences, resource management practices and public acquisition efforts.
The displays will be erected at locales such as, but not limited to; nature trails, adjacent to known archaeological / historical resources, trailheads, and adjacent to entrances and areas of common use such as picnic and parking.
VIII. COORDINATED MANAGEMENT

As previously noted, the project area is a component of the broader Doris Leeper Spruce Creek Preserve. All conservation and park lands adjacent to the project, (irrespective if owned by the County, St. Johns River Water Management District, or State of Florida) are located within the confines of the Preserve. As previously noted, the Preserve has been designated by the State of Florida as a "Group A" Florida Forever project. Responsibility for management of the Preserve (natural resource and public use) has been assigned to the County of Volusia. Accordingly, a comprehensive management plan for the Preserve has been prepared by the County. This document has subsequently been reviewed and approved by the State's Acquisition and Restoration Council (ARC). It is intended that the Preserve be managed in a holistic manner. Therefore, the management plan for this FCT project includes excerpts and concepts from the approved overall management plan for the Preserve. The County will continue cooperative efforts through the ARC and the Division of State Lands, Florida Department of Environmental Protection, for public acquisition, management, and use of lands within the Preserve.

Spruce Creek, west of Strickland Bay, is part of Florida's Statewide System of Greenways and Trails (see Appendix K). This route, designated as the "Spruce Creek State Canoe Trail", includes that portion of the waterway paralleling the project area. Administered by the State's Office of Greenways and Trails (OGT) of the Department of Environmental Protection, this trail corridor is confined to the waterway and does not include ownership or control of any abutting upland area. As previously discussed, the project site compliments and enhances the experiences of the user of this aquatic trail. Subsequent to the first phase of this project, OGT was advised of the acquisition of the affected property and afforded the opportunity to suggest language pertaining to the Spruce Creek Canoe Trail that may be included on any signage that may be placed on the project. Prior to development of the project, OGT will be contacted again for the purposes of soliciting any additional comments related to signage or general information that may be appropriate for display and to update their information regarding potential access points and potential associated recreational opportunities.

The County's "Spruce Creek Park" is located directly opposite U.S. 1 from that portion of the project area sited adjacent to this thoroughfare. The project compliments and furthers this existing facility. With the cooperation of the Florida Department of Transportation, the County's Division of Leisure Services has undertaken the process of establishing a new median cut on U.S.1 for the entrance to the existing park. The proposed entrance to that portion of the project situated adjacent to this thoroughfare is to be sited opposite this forthcoming median cut. Aligning the entrances to both the existing County park and the project area with the new median cut will further the connectivity between these public recreational lands.
**General Management Strategies**

- Continue cooperative efforts through the ARC and the Division of State Lands, Florida Department of Environmental Protection, for public acquisition, management, and use of lands within the Doris Leeper Spruce Creek Preserve.

- Solicit comments from the OGT related to signage or general information that may be appropriate for display and to update their information regarding potential access points and potential associated recreational opportunities.

- Monitor efforts to establish the proposed median cut on U.S. 1 and adjust the location of proposed entrance to the project as needed to reasonably align with this new roadway feature.
IX MANAGEMENT NEEDS

Staffing and Maintenance

The project shall be cooperatively managed by the County's Divisions of Leisure Services and Land Acquisition and Management.

Staffing needs include routine activities such as; monitoring activities, patrolling the property; monitoring for illegal hunting and trespassing; maintenance of existing structures and internal fencing, maintaining uses and access areas such as parking, playground, picnic area and trails; trash pick-up; mowing. It is estimated that a staffing level of approximately 2.8 full time equivalents may be necessary, depending upon the volume of activity / use of the project area.

Additional, short-term, staff attention will be required for activities such as construction of improvements and uplands restoration. The level of staffing may depend on the relationships that may be established between the County and potential partners such as for a proposed lodge / meeting space and / or equestrian uses.

Security

A caretaker's residence may be established on the project.

In addition to patrols by County staff, the Volusia County Sheriff's Office will be requested to patrol the project, as needed. Neighbors will be asked to report suspicious or illegal conduct to County staff or the Sheriff's Office whenever it is observed.

Fencing of project area boundaries and the use of gates, except to close off the existing access point at Letha Street, is not proposed. Gates may be erected at project entrances to control access during certain hours.

Signage identifying the land as conservation property owned by the County of Volusia will be erected at appropriate points along project boundaries.
X. PRELIMINARY COST ESTIMATES AND POTENTIAL FUNDING SOURCES

Preliminary cost estimates for implementation of this management plan are presented below. Subsequent to the initiation of detailed site planning, budgetary, and other as yet unknown / unforeseen issues, these estimates may be adjusted in the future.

**TABLE 2. ESTIMATED SITE IMPROVEMENT AND OPERATION COSTS**

(a) Portion of Project South of Spruce Creek

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stabilized Parking</td>
<td>$20,000</td>
</tr>
<tr>
<td>Bicycle Racks</td>
<td>$1,000</td>
</tr>
<tr>
<td>Internal Roadways</td>
<td>$19,000</td>
</tr>
<tr>
<td>Removal of Tennis Court</td>
<td>$6,400</td>
</tr>
<tr>
<td>Horseshoe Pit (replaces tennis court)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Building Renovation (incl. brick path and patio for ADA access)</td>
<td>$617,000</td>
</tr>
<tr>
<td>Pavilion / Picnic Facilities</td>
<td>$200,000</td>
</tr>
<tr>
<td>Playground and Multi-Use Open Space</td>
<td>$45,400</td>
</tr>
<tr>
<td>Trails</td>
<td>$64,000</td>
</tr>
<tr>
<td>Nature</td>
<td>$10,000</td>
</tr>
<tr>
<td>Multi-Use</td>
<td>$10,500</td>
</tr>
<tr>
<td>Pedestrian Bridge</td>
<td>$40,500</td>
</tr>
<tr>
<td>Miscellaneous (Paths, etc)</td>
<td>$3,000</td>
</tr>
<tr>
<td>Canoe Launch / Dock</td>
<td>$13,500</td>
</tr>
<tr>
<td>Elevated Dock (entertaining dock adjacent to retreat center)</td>
<td>$67,500</td>
</tr>
<tr>
<td>Restrooms</td>
<td>$450,000</td>
</tr>
<tr>
<td>New Entrance Drive</td>
<td>$170,000</td>
</tr>
<tr>
<td>Miscellaneous (e.g. Site Prep., Landscaping, Signage, Stormwater, etc)</td>
<td>$265,000</td>
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</table>

**SUBTOTAL** $1,939,800

(b) Portion of Project Adjacent to U.S. 1

<table>
<thead>
<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>Demolition of Structures</td>
<td>$5,000</td>
</tr>
<tr>
<td>Picnic Facilities</td>
<td>$30,000</td>
</tr>
<tr>
<td>Nature Trail and Pedestrian Bridge</td>
<td>$21,200</td>
</tr>
<tr>
<td>Driveway / Parking</td>
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<tr>
<td>Bicycle Racks</td>
<td>$1,000</td>
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<tr>
<td>Restroom (composting or similar)</td>
<td>$48,000</td>
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<tr>
<td>Canoe Tie-Up / Observation Platform</td>
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</tr>
<tr>
<td>Miscellaneous (e.g. Site Prep., Landscaping, Signage, Stormwater, etc.)</td>
<td>$25,000</td>
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</table>

**SUBTOTAL** $179,200

(c) Miscellaneous and Routine

<table>
<thead>
<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>Maintenance (annual cost for mowing of pasture)</td>
<td>$7,740</td>
</tr>
<tr>
<td>Security (no additional costs anticipated)</td>
<td>N/A</td>
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<tr>
<td>Staffing (2.8 FTE staff, doesn’t include lodge/meeting space)</td>
<td>$50,000</td>
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**SUBTOTAL** $57,740
## TABLE 3. ESTIMATED RESOURCE MANAGEMENT COSTS

<table>
<thead>
<tr>
<th>Survey / Monitoring</th>
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<tbody>
<tr>
<td>Wildlife Survey</td>
<td>N/A *</td>
</tr>
<tr>
<td>Plant Survey</td>
<td>N/A *</td>
</tr>
<tr>
<td>Archaeological / Historical Survey</td>
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<tr>
<td>Restoration</td>
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<tr>
<td>Upland</td>
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</tr>
<tr>
<td>Sandhill Restoration (estab. of 7 acres)</td>
<td>$17,500</td>
</tr>
<tr>
<td>Old Roadbed Area (portion of proj. adj. to U.S. 1)</td>
<td>N/A**</td>
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<tr>
<td>Homestead area (portion of proj. adj. to U.S. 1)</td>
<td>$5,000</td>
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<tr>
<td>Wetland</td>
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<tr>
<td>Estuarine Marsh (portion of proj. adj. to U.S. 1)</td>
<td>$20,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
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<tr>
<td>Prescribed Burning Program ***</td>
<td></td>
</tr>
<tr>
<td>Control of Exotic / Nuisance Species ***</td>
<td></td>
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<tr>
<td>($3,000 for first year)</td>
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<tr>
<td>($1,000 / year thereafter)</td>
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</tbody>
</table>

* Task to be performed in-house or with volunteers

** This activity will occur concurrent with site development and the costs will be absorbed in this larger effort.

*** A prescribed burning program is not proposed for the project. However, it is anticipated that any prescribed burning conducted on the FCT project area will be isolated instances or undertaken as part of a broader program for Doris Leeper Spruce Creek Preserve.

*** Although exotics have not been extensively observed on the project site, this minimum level of funding provides for control/removal of any species found during subsequent detailed surveys or in the course of performing other management or maintenance activities.
Potential Sources of Funding

In addition to the County’s General Fund, monies for the development and management of the project site may be derived from several sources including; Ponce Inlet Port Authority, Florida Inland Navigation District, Land and Water Conservation Program, Volusia County Forever and E.C.H.O. programs, and the Florida Recreation Development Assistance Program.

The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions imposed by the agreement for this FCT project.
XI. PRIORITY IMPLEMENTATION SCHEDULES

Preliminary timelines for site development and resource management activities are identified in Tables 4 and 5. These schedules may be adjusted in response to future, unforeseen, issues.
Management Plan  
Priority Schedule  
(Section of Project South of Spruce Creek)

<table>
<thead>
<tr>
<th>Project Number: 01-071-FF1 and 04-005-FF4</th>
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<tbody>
<tr>
<td>Project Name: Doris Leeper Spruce Creek Preserve</td>
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<td>Grant Recipient: COUNTY OF VOLUSIA</td>
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### General Activities:

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<td>Public meetings/comment</td>
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<td>Interagency coordination/comment</td>
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<td>Amend Future Land Use Designation</td>
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### Structures and Improvements:

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<tr>
<td>Entrance sign with FCT recognition (required)</td>
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<td>Fencing</td>
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<tr>
<td>Day Use Area &amp; Retreat Area</td>
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<tr>
<td>Meeting/Lodging/Learning Center</td>
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<td>Trash cans</td>
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<tr>
<td>Bike rack</td>
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<td>Interpretive kiosk</td>
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<td>Interpretive signs</td>
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<td>Entrance Road</td>
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<td>Jan</td>
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### Resource-Based Facilities:

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<tbody>
<tr>
<td>Nature trail</td>
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<td>June</td>
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<tr>
<td>Multi-use trail</td>
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<td>June</td>
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<tr>
<td>Horseshoe pit</td>
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<td>June</td>
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<tr>
<td>Canoe/Kayak/Boat launch/landing</td>
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<tr>
<td>Primitive trail</td>
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<tr>
<td>Playground</td>
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<tr>
<td>Pedestrian bridge</td>
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<td>June</td>
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<tr>
<td>Picnic pavilion</td>
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<td>June</td>
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<tr>
<td>Trailhead</td>
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<td>June</td>
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<tr>
<td><strong>Key Management Activities:</strong></td>
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<td>2006</td>
<td>2007</td>
<td>2008</td>
<td>2009</td>
<td>2010</td>
<td>2011</td>
<td>2012</td>
<td>2013</td>
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<td>Archeological survey</td>
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<td>Landscaping</td>
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<td>June</td>
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<tr>
<td>Upland sandhill restoration</td>
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<tr>
<td>Plant survey/monitoring</td>
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<td>Upland/sandhill monitoring</td>
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<tr>
<td>Wildlife survey/monitoring</td>
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<tr>
<td>Exotic plant removal</td>
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<td>Feral animal removal program</td>
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<tr>
<td><strong>Annual Stewardship Report</strong></td>
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<tr>
<td><em>(Required)</em></td>
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# Management Plan

## Priority Schedule

(Portion of Project Adjacent to U. S. 1)

**Project Number:** 01-071-FF1 and 04-005-FF4  
**Project Name:** Doris Leeper Spruce Creek Preserve  
**Grant Recipient:** COUNTY OF VOLUSIA

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<tr>
<td>Public meetings/comment</td>
<td>Aug</td>
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<td>Demolition of existing structure</td>
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| Structures and Improvements:                      |      |      |      |      |      |      |      |      |      |      |
| Entrance sign with FCT recognition (required)      | Jan  |      |      |      |      |      |      |      |      |      |
| Benches                                           | Jan  |      |      |      |      |      |      |      |      |      |
| Fencing                                           | Jan  |      |      |      |      |      |      |      |      |      |
| Restrooms                                         | Jan  |      |      |      |      |      |      |      |      |      |
| Parking                                           | Jan  |      |      |      |      |      |      |      |      |      |
| Trash cans                                        | Jan  |      |      |      |      |      |      |      |      |      |
| Bike rack                                         | Jan  |      |      |      |      |      |      |      |      |      |
| Interpretive kiosk                                 | Jan  |      |      |      |      |      |      |      |      |      |
| Interpretive signs                                 | Jan  |      |      |      |      |      |      |      |      |      |

<p>| Resource-Based Facilities:                        |      |      |      |      |      |      |      |      |      |      |
| Nature trail                                      | Jan  |      |      |      |      |      |      |      |      |      |
| Canoe/Kayak tie-up                                | Jan  |      |      |      |      |      |      |      |      |      |
| Pedestrian bridge                                 | Jan  |      |      |      |      |      |      |      |      |      |
| Observation platform                              | Jan  |      |      |      |      |      |      |      |      |      |
| Picnic Pavilion                                   | Jan  |      |      |      |      |      |      |      |      |      |</p>
<table>
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<tr>
<th>Key Management Activities:</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
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<tr>
<td>Archeological survey</td>
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<td>Oct</td>
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<td>Landscaping</td>
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<td>Upland restoration of homestead</td>
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<td>June</td>
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<td>Uplands restoration of roadbed</td>
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<td>May</td>
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<td>Plant survey/monitoring</td>
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<td>Wildlife survey/monitoring</td>
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<td>Exotic plant removal</td>
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<td>Feral animal removal program</td>
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<td><strong>Annual Stewardship Report (Required)</strong></td>
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<td>Jan</td>
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XII MONITORING AND REPORTING OF THE MANAGEMENT PLAN

In accordance with the Conceptual Approval Agreement for this project, and as required by Rule 9K-4.013, Florida Administrative Code, the County of Volusia (Recipient) acknowledges its’ responsibility to prepare and submit a yearly Stewardship Report to the Florida Communities Trust. This report is due by January 30th of each year, subsequent to approval of the project plan by the FCT Governing Board.

The monitoring programs and timelines set forth in this management plan will be used to evaluate and measure the success of this project.

Should subsequent modifications in the management regime or timelines be necessary, this plan will be updated as appropriate.

Proposed changes to this management plan will require review and approval by the FCT.
APPENDIX A

GRANT AWARD AGREEMENTS

(FCT Projects #01-071-FF1 and #04-005-FF4)
CONCEPTUAL APPROVAL AGREEMENT

THIS AGREEMENT is entered into on March 4, 2002, the date the last party executes this Agreement, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and VOLUSIA COUNTY, a local government of the State of Florida (Recipient). The intent of this Agreement is 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), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement provisions of Sections 259.105, 259.1051, and Chapter 380, Part III, Florida Statutes (F.S.).

* * * * * * *

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs (Department) that will assist local governments in bringing local comprehensive plans into compliance and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal management elements of local comprehensive plans, or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.105(3)(c), F.S., of the Florida Forever Act provides for the distribution of twenty-two percent (22%) less certain reductions of the net Florida Forever Revenue Bond proceeds to the Department to provide land acquisition grants to local governments or nonprofit environmental organizations through the FCT for acquisition of community-based projects, urban open spaces, parks, greenways, and recreational trail systems to implement local comprehensive plans;

WHEREAS, the Bonds are 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 Chapter 9K-7, Florida Administrative Code (F.A.C.), describes the procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department from the Florida Forever Trust Fund;

WHEREAS, the FCT Governing Board met on November 29-30, 2001, to score, rank and select projects that were to receive conceptual approval for funding;

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding and in accordance with Rule Chapter 9K-7, F.A.C., and more particularly described within this Agreement;

WHEREAS, Rule 9K-7.009(1), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of conceptual approval that must be satisfied by Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with the Bond proceeds.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. GENERAL CONDITIONS

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before February 22, 2002. If Recipient requires more than one original document, the Recipient should photocopy the number of additional copies needed, and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The name Conceptual Approval Agreement is used to indicate that the project has been approved as a concept that was described in the Recipient's application that was submitted and selected for funding by FCT (Application). Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known, such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property. The Conceptual Approval Agreement is in every respect a grant contract between the parties and sets forth the requirements and responsibilities for acquisition and management of the Project Site, described in the Application.
3. Conceptual approval for funding shall be until November 30, 2002 (Expiration Date). In the event that the Project Plan described in Section V. below has not been approved by the Expiration Date, conceptual approval shall be terminated. The FCT may extend conceptual approval beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension must be made in writing to FCT, fully explaining the reason for the delay and why the extension is necessary. If the Recipient does not request an extension, or if an extension is not granted to the Recipient by the FCT, the Florida Forever award granted to the Recipient shall terminate and all obligations hereunder shall cease.

4. This Agreement may be terminated before its Expiration Date at the written request of the Recipient. Such a request shall fully describe the circumstances that compel the Recipient to terminate the project. A request for termination should be mailed to the FCT at the address given in paragraph 1 above.

5. This Agreement may be terminated before its Expiration Date by the FCT if it is determined by the FCT that no significant progress is being made toward the acquisition of the Project Site, non-performance by the Recipient of the requirements listed or that other circumstances are present that would, in all likelihood, preclude or prevent the successful acquisition of the Project Site within the established time frame. Prior to termination, notice of the proposed termination shall be mailed to the Recipient at the address given in paragraph 13 below.

6. Recipient agrees to submit the documentation to FCT that is required in this Agreement as soon as possible so that the Project Site may be acquired in an expeditious manner. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, are strictly enforced. Failure to adhere to deadlines, whether stated in this Agreement or associated with meetings of the FCT Governing Board, may result in delays in the project, may result in allocation of time or resources to other recipients that responded timely, and may result in this Agreement being terminated by FCT.

It is the responsibility of the Recipient and its representatives to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines. If the Recipient is identified in paragraph III.1. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report of acquisition activities on the Project Site to FCT. The monthly report shall contain dates that appraisals are ordered and due, as well as dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.
7. The FCT Florida Forever award granted to the Recipient will in no event exceed the lesser of Fifty Percent (50.00%) of the final total eligible project costs, as defined in Rule 9K-7.002(28), F.A.C., or Seven Hundred Thirty Five Thousand Dollars And No Cents ($735,000.00), unless the FCT approves a different amount, after determination of the Maximum Approved Purchase Price as provided in Rule 9K-8.007, F.A.C., and which shall be reflected in an addendum to this Agreement. The amount of the grant shall not exceed the Limitation of Award provided in Rule 9K-7.003(3), F.A.C., and as advertised in the Notice of Application.

8. The grant amount stated in paragraph 7 above is based on the Recipient’s estimate of total project costs in its Application, as well as limits on awards in the notice of application period announcing the application cycle. When disbursing funds for the project, the FCT will recognize the actual total project costs, defined in Rule 9K-7.002(28), F.A.C., for acquisition of the Project Site. The total project costs will be reflected on a grant reconciliation statement prepared pursuant to paragraph 10 below. The FCT will participate in the land cost at either the actual purchase price, or the Maximum Approved Purchase Price based on appraisal reports that comply with requirements set forth in Rule 9K-8.007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above.

9. The FCT Governing Board has selected the Recipient’s Application for funding to acquire the entire Project Site identified in its Application. The FCT reserves the right to withdraw or adjust the FCT award if the acreage that comprises the Project Site is reduced or the project design in changed so that the objectives of the acquisition cannot be achieved. Any request for modification of the boundary of the Project Site identified in the Application may be considered by the FCT following the procedures for submission and review of boundary modification requests set forth in Rule 9K-7.010, F.A.C.

If the Project Site is comprised of multiple parcels, an Acquisition Plan was required in the application. The FCT reserves the right to withdraw or adjust the FCT award if the priority parcel(s), or a significant portion of the Project Site identified in the Acquisition Plan, incorporated by reference herein and attached as Exhibit “A,” cannot be acquired. Approval of the Conceptual Approval Agreement shall constitute approval of the Acquisition Plan by FCT.

10. The FCT funds shall be delivered either in the form of eligible project costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller’s designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT award that corresponds to the parcel being closed. FCT will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that will evidence the amount of local match, if any is required, provided by the Recipient and the
portion of the FCT award that corresponds to the parcel being closed. Cash expended by the FCT for eligible project costs incurred by the FCT will be recognized as part of the FCT grant award amount on the grant reconciliation statement.

11. The Recipient’s local match, if any is required, shall be delivered either in the form of eligible project costs prepaid to vendors by the Recipient; cash; eligible documented donation by Seller of land value; or Recipient’s warrant at the closing of the Project Site. If the Project Site is comprised of multiple parcels, the Recipient shall deliver at the closing of each parcel the share of the local match, if any is required, that corresponds to the parcel being closed. The cash expended by the Recipient for eligible project costs incurred by the Recipient conducting acquisition activities will be recognized as part of the local match, if any is required, on the grant reconciliation statement prepared pursuant to paragraph 10 above. In the event that land value is the source of local match, if any is required, the value attributed to the land local match, if any is required, shall be determined after an appraisal report that complies with the procedures and requirements set forth in Rule 9K-8.007, F.A.C. Such appraisal report shall be subject to review and approval by FCT prior to FCT funds being delivered for the project.

12. The FCT Governing Board adopted the Florida Forever Program Approved List of Complete Applications for Series FF1 Funding Cycle on November 29, 2001, at which time the Project Site became part of a list of lands that were approved for consideration for land acquisition. If action initiated by the Recipient that is the local government having jurisdiction over the Project Site, subsequent to November 29, 2001, results in a governmentally-derived higher value due to an enhanced highest and best use, the FCT acquisition activities will be terminated unless the Seller agrees that the appraisal will be based on the highest and best use of the Project Site on or before November 29, 2001.

13. Recipient hereby notifies the FCT that the following administrator, officer, or employee is the authorized key contact, or project manager, on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: WILLIAM C. GARDNER
Title: LAND ACQUISITION MANAGER
Address: 123 W. Indiana Ave., Room 201, DeLand, FL 32720
Phone: 386/740-5261 Fax: 386/740-5277
Email: bgardner@co.volusia.fl.us

01-071-FF1
01/22/02
Joint Acquisition 5
The Recipient must notify the FCT as to any change in the authorization of the key contact on behalf of the Recipient named above. This notification must be made in writing to the Executive Director and signed by the appropriate authorized administrator, officer, or employee named in paragraph III.6.d. below.

14. This Agreement may be amended at any time and must be set forth in a written instrument and agreed to by both the FCT and the Recipient. Such amendments shall become a part of this Agreement.

II. AUDIT REQUIREMENTS

Section 215.97, Florida Statutes, the Florida Single Audit Act, provides uniform state audit requirements for state financial assistance provided by state agencies over the audit threshold as defined in that Section as follows:

1. The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

2. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by FCT. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

3. The Recipient shall also provide FCT with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

4. In the event that the Recipient expends a total amount of State financial assistance from all state sources equal to or in excess of $300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.550 and 10.650, Rules of the Auditor General.

Section I.7. above indicates State financial assistance through FCT by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by FCT as a grant appropriation.
a. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

c. The complete financial audit report, including all items specified in (d) below, shall be sent directly to:

   Department of Community Affairs  
   Office of Audit Services  
   2555 Shumard Oak Boulevard  
   Tallahassee, Florida 32399-2100

   and

   State of Florida Auditor General  
   Room 401, Claude Pepper Building  
   111 West Madison Street  
   Tallahassee, Florida 32399-1450

d. In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General.

e. If the Recipient expends less than $300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).
5. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Florida Statutes, by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

III. REQUIREMENTS THAT MUST BE MET PRIOR TO INITIATION OF PROJECT SITE NEGOTIATION

1. If the Project Site consists of five or fewer ownerships, as reflected on the Acquisition Plan, either the FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of six or more ownerships, as reflected on the Acquisition Plan, the Recipient shall act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies the FCT that ________ County of Volusia ________ [Note: Elect FCT or Recipient] will be the party responsible for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies the FCT that the Recipient’s agent is:

Name: Douglas M. Weaver

Title: Land Acquisition and Manager Division Director

Address: 123 W. Indiana Ave., Room 201, DeLand, FL 32720

Phone: 386/740-5261 Fax: 386/740-5277

Email: dweaver@co.volusia.fl.us

2. The Recipient hereby notifies the FCT that the Recipient’s Federal Employer Identification Number(s) is 74-07-059158-536 54-600885.
3. No later than **February 22, 2002**, the Recipient must deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT. No negotiation or acquisition activity is to be commenced prior to FCT receipt of this statement.

4. No later than **February 22, 2002**, the Recipient must deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C.. No negotiation or acquisition activity is to be commenced prior to FCT receipt of the executed Confidentiality Agreement.

5. The party named in paragraph 1 above as the party responsible for all negotiation and acquisition activities, shall provide the following:

   a. Title report(s) and appraisal(s) as required by Rule 9K-8.007 (1) - (4), F.A.C., for review by a date not to exceed 90 days of full execution of this Agreement. FCT will review and approve the appraisal(s) and determine the Maximum Approved Purchase Price as provided in Rule 9K-8.007(5) and (6), F.A.C.; and

   b. Purchase agreement(s), based on the Acquisition Plan (if applicable), must be approved by FCT and sent to owner(s) within 45 days of receipt of the appraisal review memo establishing the Maximum Approved Purchase Price.

6. By execution of this Agreement, the Recipient affirms that:

   a. the Recipient is ready, willing and able to provide the local match, if any is required;

   b. the Recipient reaffirms the representations made in its Application;

   c. the Recipient shall, on January 30 of each year after acquisition of the Project Site, prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013, F.A.C.;
d. the Recipient authorizes the administrator, employee, or officer named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including but not limited to the Conceptual Approval Agreement or any addenda thereto, purchase agreement for the property, grant reconciliation statement, closing documents, statements submitted as a part of the project plan, and Grant Award Agreement:

Name: ________________ Cynthia A. Coto

Title: ________________ County Manager

Address: ________________ 123 W. Indiana Ave., Room 300

DeLand, FL 32720

Phone: 386/736-5920 Fax: 386/822-5707

Email: ccoto@co.volusia.fl.us

The Recipient must notify the FCT as to any change in the authorization of the administrator, officer or employee named in this paragraph to execute all documents on behalf of the Recipient. This notification must be made in writing to the Executive Director and signed by the appropriate administrator, officer or employee.

IV. MANAGEMENT PLAN APPROVAL

1. Prior to approval of the Project Plan (described in Section V below), signature of the purchase agreement(s), closing(s) of the real estate transaction(s) and final disbursement of award funds by FCT, the Recipient must prepare a Management Plan that complies with Rule Chapter 9K-7.011, F.A.C., and addresses the criteria and conditions set forth in Sections IV, VI, VII, VIII, IX, and X herein. Recipient is strongly urged to coordinate with the FCT staff in order that the FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the project and delivery of FCT funds.

2. The Management Plan, which is intended to explain how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of the Conceptual Approval Agreement, shall include the following:

a. An introduction containing the project name, location and other background information relevant to management.
b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.

c. The identification of known natural resources including natural communities, listed animal species, soil types, surface and groundwater characteristics and a plan to inventory all unknown resources.

d. A detailed description of all proposed uses including existing and proposed physical and access improvements.

e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the project site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.

g. A description of management needs and problems associated with implementing the Management Plan.

h. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.

i. A description of proposed educational displays and programs to be offered, if applicable.

j. A description of how the management will be coordinated with other agencies and public lands, if applicable.

k. Cost estimates based on categories established by the Land Management Uniform Accounting Council.

l. A schedule for implementing the development and management activities of the Management Plan.

m. Funding sources to implement the Management Plan.
3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project, and identification of the source of funding for management.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient(s) shall be required to provide the Trust with Reasonable Assurance, pursuant to Rule 9K-7.002(32), F.A.C., that they have the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, the Trust may: require the Recipient to post a performance or other bond in an amount sufficient to insure performance by the Recipient that the Project Site shall be reasonably and professionally managed in perpetuity; require the Recipient to establish an endowment or other fund in an amount sufficient to insure performance; require a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Nonprofit Environmental Organization is unable to, and may require the Local Government to be a named co-signer on the Grant Award Agreement; or require such other assurances as may be necessary to adequately protect the public interest.

V. PROJECT PLAN APPROVAL

1. Prior to FCT approval of the signed purchase agreement(s), closing(s) of the real estate transaction(s) to acquire the Project Site, and final disbursement of award funds by FCT, the Recipient must submit to FCT a Project Plan that complies with Rule 9K-8.011, F.A.C. This Project Plan is a compilation of the following items listed below, which must be reviewed and approved by FCT. In the event that the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

The Project Plan shall include, and shall not be considered by FCT unless it includes all of the following documents, to be reviewed and approved by FCT to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, in a form approved by the FCT staff prior to being executed by the Seller, such agreement fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.
b. A letter from FCT indicating approval of the Management Plan written according to Rule Chapter 9K-7.011, F.A.C., and as described in Section IV above.

c. A statement of the total project cost, including all non-recurring costs of project development as defined in Rule Chapter 9K-7.002(28), F.A.C.

d. A statement of the amount of the award being requested from the FCT.

e. A statement from each local government in whose jurisdiction the Project Site is located that the Project Plan is consistent with the local comprehensive plan.

f. Evidence that the conditions imposed as part of the Conceptual Approval Agreement have been satisfied.

g. A signed statement from the Recipient evidencing that after conducting a diligent search, the 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.

2. The FCT strongly encourages the Recipient to request a courtesy review of its entire Project Plan, prior to submission of the Project Plan for approval and release of funds. The FCT will recommend approval of complete and accurate Project Plans or disapproval of incomplete or insufficient Project Plans. Recipient is strongly urged to coordinate with the FCT staff in order that the FCT review of the Project Plan coincides with the closing date of the real estate transaction(s) associated with the project.

3. Real estate transactions associated with the project may close only after FCT approval of the Project Plan and compliance with all purchase agreement requirements. In addition, pursuant to Rule 9K-8.011(4), F.A.C., the FCT shall publish a Notice of Approval for Florida Forever funds in the Florida Administrative Weekly that shall list each Project Plan that has received approval for funding and the amount of funding approved. Any person with a substantial interest that is or may be determined by the decision of the FCT to reject or approve the Project Plan may request an administrative proceeding pursuant to Section 120.57, F.S., within 21 days from publication of the Notice of Approval for Florida Forever funds. Real estate closings associated with the project may close only after expiration of the 21-day notice period, so long as no requests for an administrative proceeding have been filed.
VI. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, F.S.

RECIPIENT AGREES AS FOLLOWS:

1. FCT shall approve the terms under which the interest in land is acquired, pursuant to Section 380.510(3), F.S. Such approval is deemed given when the FCT approves and executes the purchase agreement for acquisition of the Project Site, further described in Section V.1.a. above, to which FCT is a party.

2. Title to the Project Site shall be titled in the Recipient, unless the Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund (Trustees). Such request shall be subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site shall be vested in County of Volusia [Note: Insert either the name of Recipient or Board of Trustees of Internal Improvement Trust Fund.] If the Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, F.S., and Rule 18-1, F.A.C. FCT signature of this Agreement shall constitute approval of this election.

3. The transfer of title to the Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S., and Rule Chapter 9K-8, F.A.C., have been fully complied with by the Recipient and FCT.

4. Each parcel to which the Recipient acquires title in the Project Site shall be subject to such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Section 375.051 and 380.510, F.S.; Section 11(e), Article VII of the State Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds and shall contain clauses providing for the conveyance of title to the Project Site in the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes.

5. A Grant Award Agreement containing such covenants and restrictions as referenced in paragraph 4 above and describing the real property subject to the Agreement shall be executed by the FCT and Recipient at the time of the conveyance of the Project Site and shall be recorded in the county(s) in which the Project Site is located. The Grant Award Agreement shall restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. All statements contained in the Grant Award Agreement are contained
in this Conceptual Approval Agreement, with the exception of statements that do not survive the real estate closing of the Project Site.

6. If any essential term or condition of the Grant Award Agreement is violated, and the Recipient does not correct the violation within 30 days of written notice of violation, title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The deed transferring title to the Project Site to the Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

7. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

8. If the existence of the Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed or revert 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.

VII. OBLIGATIONS OF THE FCT RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. Following the acquisition of the Project Site, the 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 applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site’s acquisition.

2. 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 applicable adopted and approved comprehensive plan.

3. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by the FCT as a part of the 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 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 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 Recipient’s Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, F.S., to impose conditions for funding on Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including without limitation the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. If the Project Site is to remain subject, after its acquisition by the Recipient and/or the Trustees, to any of the below listed transactions, events, and circumstances, the Recipient shall provide at least 60 days advance written notice of any such transactions, events, and circumstances to FCT, 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 for FCT approval. Recipient agrees and acknowledges that the following transactions, events, and circumstances may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that the following transactions, events, and circumstances may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

   a. any sale or lease of any interest in the Project Site to any person or organization;

   b. the operation of any concession on the Project Site by any 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 any person or organization;

   d. any use of the Project Site by any person other than in such person’s capacity as a member of the general public;

   e. 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;
f. a management contract of the Project Site with any person or organization;
   or

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

The foregoing are collectively referred to as the "disallowable activities."

IX. DISALLOWABLE ACTIVITIES/REMEDIES

In the event that FCT determines at any time or from time to time that the Recipient is
engaging or allowing others to engage in disallowable activities on the Project Site, the Recipient
agrees to immediately cease or cause the cessation of the disallowable activity upon receipt of
written notice from the FCT. To the extent allowed by law, Recipient hereby indemnifies and
agrees to hold FCT harmless from all claims, causes of action or damages of any nature
whatsoever arising from or with respect to disallowable activities on the Project Site. Nothing
herein shall be deemed a waiver of the Recipient's sovereign immunity. In addition to all other
rights and remedies at law or in equity, FCT shall have the right to temporary and permanent
injunctions against Recipient for any disallowable activity on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT
AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON
GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE
WILL IN NO WAY RELIEVE THE 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.

X. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE
ADDRESS IN THE MANAGEMENT PLAN

The Management Plan for the Project Site is mentioned throughout this Agreement, and
is particularly described in Section IV. above. In addition to the various conditions already
described in this Agreement, which apply to all sites acquired with FCT funds, the Management
Plan shall address the following conditions that are particular to the Project Site and result from
either commitments made in the application that received scoring points or observations made by
the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:
1. Two or more resource-based outdoor recreational facilities, including nature trails and picnic shelters, and two or more user-oriented outdoor recreation facilities, including a playground and tennis court, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Program and Volusia County.

3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.

4. At least 24 environmental education classes or programs shall be conducted annually at the Project Site by trained educators or resource professionals.

5. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.

6. The sandhill, pine flatwood, oak hammock and saltmarsh communities that occur on the Project Site shall be appropriately managed to ensure the long-term viability of these communities.

7. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the Project Site, including gopher tortoises, listed wading birds and the Atlantic salt marsh snail. The development of the Management Plan shall be coordinated with the Fish and Wildlife Conservation Commission’s Office of Environmental Services to ensure the preservation and viability of native wildlife species in a manner that furthers the Strategic Habitat Conservation Area designation. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

8. No motorized boating facilities shall be provided at the Project Site. The Management Plan shall include provisions to protect seagrass, manatees, and wading bird habitat.

9. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burn regime implemented to maintain natural fire-dependent vegetative communities. If a prescribed burn regime is found to be necessary and feasible, the development of the prescribed burn program shall be coordinated with the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.
10. A stormwater management program shall be developed and implemented for the Project Site to protect the quality of water entering Spruce Creek. The development of a stormwater program for the Project Site shall be coordinated with the St. Johns River Water Management District.

11. The floodplain swamp community impounded by the former roadway shall be restored and enhanced in terms of biological composition and ecological function by re-establishing a more natural surface connection with Spruce Creek.

12. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council’s List of Florida’s Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

13. Management of the Project Site shall be coordinated with the adjacent Doris Leeper Spruce Creek Preserve and Spruce Creek Park.

14. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

15. A management strategy shall be developed and implemented, in conjunction with the Division of Historic Resources, to protect the existing archaeological features on the Project Site. Information on significant historical and archaeological sites shall be provided to the Division of Historic Resources for the purpose of updating the Florida Master Site File.

16. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed at the Project Site to provide an alternative to automobile transportation to the Project Site.

17. The Project Site shall be managed as part of the County’s recreational trail system that connects the Project Site with other parks and promotes alternative modes of transportation.

18. The Project Site shall be incorporated into the County’s overall management program for the protection and enhancement of natural and recreational resources within the Kings Highway Heritage Trail.

19. Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.
20. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

This Agreement including Exhibit “A”, if required, embodies the entire agreement between the parties.

THE FLORIDA COMMUNITIES TRUST’S OBLIGATION TO PROVIDE FUNDS UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

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

VOLUSIA COUNTY
By: [Signature]
Print Name: Cynthia A. Coto
Title: County Manager
Date: 2/15/02

Approved as to Form and Legality:
By: [Signature]
Print Name: Frank Gummey

FLORIDA COMMUNITIES TRUST
By: [Signature]
Print Name: Janice Browning
Title: Executive Director
Date: 3/4/02

Approved as to Form and Legality:
By: [Signature]
Print Name: Ann J. Wild, Trust Counsel

01-071-FF1
01/22/02
Joint Acquisition
PROPOSED ACQUISITION PLAN

An acquisition plan is required for project sites with multiple parcels or owners to identify the priority parcel(s) and the general acquisition order of other parcels to ensure that, in the event that all parcels cannot be acquired, the purposes of the project can be achieved.

List the specific order in which the parcels in the project will be acquired. Acquisition of the project site will begin with the priority 1 parcel(s). Parcels may be grouped by priority and more than one parcel may be categorized as priority 1, 2, 3, etc. If all of the parcels are of equal priority and acquiring any of the parcels will achieve the purposes of the project, categorize all as priority 1.

<table>
<thead>
<tr>
<th>Priority</th>
<th>Parcel Tax ID Number</th>
<th>Owner's Name</th>
<th>Owner's Address</th>
<th>Phone</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>6327-00-01-0010</td>
<td>DANIEL P.S. PAUL</td>
<td>c/o Dan Paul 777 Brickell Ave, 5th Floor Miami, FL 33131</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>6327-00-01-0020</td>
<td>DANIEL P.S. PAUL</td>
<td>c/o Dan Paul 777 Brickell Ave, 5th Floor Miami, FL 33131</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>6334-00-02-0010</td>
<td>JOHN E. KAYE</td>
<td>2889 Letha Street New Smyrna Beach, FL 32168</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>6334-00-02-0020</td>
<td>JOHN E. KAYE</td>
<td>2889 Letha Street New Smyrna Beach, FL 32168</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>6334-00-00-0010</td>
<td>JOHN E. &amp; CAROLINA KAYE</td>
<td>c/o Dan Paul 777 Brickell Ave., 5th Floor Miami, FL 33131</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>6334-00-00-0070</td>
<td>CORNELIA S. PAUL EST.</td>
<td>855 Hewitt Drive Miami, FL 33131</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>6333-00-00-0030</td>
<td>JAMES O. EUBANK &amp; RICHARD B. ROSIER TRUST</td>
<td>166 Riverside Drive Daytona Beach, FL 32176</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>6333-00-00-0010</td>
<td>SOPHIE KAGELS</td>
<td>166 Riverside Drive Ormond Beach, FL 32176</td>
<td></td>
</tr>
</tbody>
</table>

* XXXX3383XOC5-DE1BXXXXXXX16AYOv4RAXY3NCGXXXXXXX3ayoncBeachFL32176

Additional Comments:
* Owner's representative has submitted a letter that the owner is not a willing seller.
CONFIDENIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-8,008(3), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: VOLUSIA COUNTY ("FCT Recipient"), a local government of the State of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the project site in FCT application 01-071-FF1 that was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 01-071-FF1 ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-8.002(9), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes (F.S.).

b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-8, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list must be made in writing and the FCT Recipient must receive the written consent of the FCT Executive Director and execute an Addendum to the Agreement. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the FCT Recipient and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 01-071-FF1, as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-8, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.
e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

<table>
<thead>
<tr>
<th>Date</th>
<th>FCT Recipient Board Member, Staff or Agent name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/14/02</td>
<td>ANN MCFALL VOLUSIA COUNTY CHAIR</td>
<td></td>
</tr>
<tr>
<td>2/15/02</td>
<td>CYNTHIA A. COTO COUNTY MANAGER</td>
<td></td>
</tr>
<tr>
<td>2/14/02</td>
<td>RAY PENNEBAKER DEPUTY COUNTY MANAGER</td>
<td></td>
</tr>
<tr>
<td>2/15/02</td>
<td>DANIEL ECKERT COUNTY ATTORNEY</td>
<td></td>
</tr>
<tr>
<td>2/15/02</td>
<td>FRANK GUMMEY DEPUTY COUNTY ATTORNEY</td>
<td></td>
</tr>
<tr>
<td>3/18/02</td>
<td>JANIE E. SEAMAN GROWTH &amp; RESOURCE MANAGEMENT DIRECTOR</td>
<td></td>
</tr>
<tr>
<td>2/18/02</td>
<td>DOUGLAS M. WEAVER LAND ACQUISITION &amp; MANAGEMENT DIRECTOR</td>
<td></td>
</tr>
<tr>
<td>4/18/02</td>
<td>WILLIAM C. GARDNER LAND ACQUISITION MANAGER</td>
<td></td>
</tr>
<tr>
<td>2/15/02</td>
<td>VICTORIA WISE REAL ESTATE SPECIALIST</td>
<td></td>
</tr>
<tr>
<td>2/15/02</td>
<td>RANDALL SLEISTER LAND MANAGEMENT MANAGER</td>
<td></td>
</tr>
</tbody>
</table>

VOLUSIA COUNTY

By: [Signature]

Its: County Manager

Date: 2/14/02

Florida Communities Trust

By: [Signature]

Janice Browning
Executive Director

Date: 3/4/02

Approved as to form and legality:

Frank Gummey

Approved as to form and legality:

[Signature]
GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nor-regulatory agency within the State of Florida Department of Community Affairs, and VOLUSIA COUNTY, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is 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"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule Chapter 9K-8, F.A.C. sets forth the acquisition procedures;
WHEREAS, on September 1, 2004 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule Chapter 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009(1), F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, Rule 9K-7.003(5) F.A.C., recognizes real property owned by the Recipient and included in the application as part of the Project Site as an eligible source of Match, provided that the real property owned was acquired by the Recipient within 24 months prior to the application deadline for which the application was made. The date of this application deadline was MAY 5, 2004;

WHEREAS, the Recipient acquired fee simple title to the entire Project Site on 1/2/04 and 1/15/04 (Insert date[s]) from Daniel Perkins Smith Paul and The Trust for Public Lands, (Insert Seller name[s]);

WHEREAS, the Recipient will request disbursement of FCT Florida Forever Bond proceeds for the reimbursement of Project Costs expended by the Recipient for the acquisition of the Project Site; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to reimbursing the Recipient for Project Costs.

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

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end MARCH 1, 2005 ("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an
extension, or if a requested extension is not granted by FCT, the Recipient’s award shall be rescinded and this Agreement shall terminate.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before NOVEMBER 15, 2004. If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or the termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Costs may be reimbursed in an expeditious manner.

4. The Recipient shall provide a monthly status report to FCT of its progress towards reimbursement of the Project Costs.

5. The Recipient shall provide the appraisal(s) required by 9K-8.007, F.A.C. to FCT for review by a date not to exceed ninety (90) days after the Recipient’s project is selected for funding. The appraisals shall be reviewed and, upon approval, the Maximum Approved Purchase Price (“MAPP”), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient (“FCT Award”) will in no event exceed the lesser of Fifty Percent (50%) of the final Project Costs, as defined in Rule 9K-7.002(29), F.A.C., or One Million Three Hundred Eighty Four Thousand Nine Hundred Dollars And Zero Cents ($1,384,900.00), unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

04-005-FF4
October 13, 2004
Pre-acquisition
The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(3), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(29), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant to the Recipient. The FCT Award shall only be delivered after FCT approval of the Project Plan and Project Site acquisition terms. FCT shall prepare a grant reconciliation statement prior to the reimbursement that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(22), F.A.C. If the value of Pre-acquired land, as defined by Rule 9K-7.002(28), or donated land is the source of the Match, the MAPP shall determine the value of the Match. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. FCT’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard

04-005-FF4
October 13, 2004
Pre-acquisition

-4-
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: William C. Gardner
Title: Land Acquisition Manager
Address: 123 W. Indiana Ave., Room 201
         DeLand, FL 32720
Phone: (386) 740-5261 Fax: (386) 740-5277
E-mail: bgardner@co.volusia.fl.us

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, grant reconciliation statement, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Cynthia A. Coto
Title: Volusia County Manager
Address: 123 W. Indiana Ave., Room 300
         DeLand, FL 32720
Phone: (386) 736-5920 Fax: (386) 822-5707
Email: ccoto@co.volusia.fl.us

4. In the event that different representatives or addresses are designated for either paragraph 2. or 3. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

5. The Recipient hereby notifies FCT that the Recipient’s Federal Employer Identification Number(s) is 59-6000885.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS
1. Prior to the final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

   a. Closing documents associated with the parcel(s):

   (1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and Daniel Perkins Smith Paul and The Trust For Public Lands (Insert name[s] of Seller[s]).

   (2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).

   (3) A copy of the recorded deed(s) evidencing conveyance of title to the parcel(s) to the Recipient.

   (4) Certified survey(s) of the parcel(s) that meets the requirements of Rule 9K-8.006, F.A.C., and is dated within ninety (90) days of the date of acquisition of the parcel(s) by the Recipient.

   (5) A copy of the title insurance policy(s) evidencing marketable title in Recipient to the parcel(s) and effective the date of acquisition of the parcel(s) by the Recipient, including a statement from the title insurer as to the minimum promulgated rate if premium was paid by Recipient, and all documents referenced in the title policy(s).

   (6) Environmental site assessment(s) of the parcel(s) certified to the Recipient, which meets the standards and requirements of ASTM Practice E 1527, and with a date of certification within ninety (90) days of the date of acquisition of the parcel(s) by Recipient, together with the statement required by Rule 9K-8.012(4), F.A.C.

   b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.

   c. A statement of the Project Costs.

   d. A statement of the amount of the award being requested from FCT.
e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

g. A signed statement by the Recipient that all activities under this Agreement comply will all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves the Project Plan containing a copy of the document(s) vesting title to the Project Site in the Recipient.

3. All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(41). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

6. Reimbursement for Project Costs shall not occur until after FCT approval of the Project Plan.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

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a. An introduction containing the project name, location and other background information relevant to management.

b. The stated purpose for acquiring the Project Site as proposed in the application and a prioritized list of management objectives.

c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the project site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.

h. A description of proposed educational displays and programs to be offered, if applicable.

i. A description of how the management will be coordinated with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and
management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla. Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(32), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

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

6. 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 major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld 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. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VIII. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the Project Site and result from either commitments made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. Two or more resource-based outdoor recreational facilities, including a wildlife observation tower, canoe dock and picnic pavilions, shall be provided at the Project Site. The
facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Program and Volusia County.

3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.

4. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.

5. The natural communities that occur on the Project Site shall be appropriately managed to ensure the long-term viability of these communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the Project Site, including gopher tortoises, listed wading birds and the Atlantic salt marsh snail. The development of the Management Plan shall be coordinated with the Fish and Wildlife Conservation Commission’s Office of Environmental Services to ensure the preservation and viability of native wildlife species in a manner that furthers the Strategic Habitat Conservation Area designation. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

7. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burn regime implemented to maintain natural fire-dependent vegetative communities. If a prescribed burn regime is found to be necessary and feasible, the development of the prescribed burn program shall be coordinated the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.

8. The water quality of Spruce Creek and the Halifax River adjacent to the Project Site shall be protected and enhanced. The development of a stormwater program for the Project Site shall be done in coordination with the St. Johns River Water Management District.

9. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.

10. Areas around proposed recreational facilities and open space areas of the Project Site shall be landscaped with native plant species to enhance the function and appearance of the Project Site.

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11. The impounded floodplain swamp community shall be restored and enhanced in terms of biological composition and ecological function by establishing a natural surface connection with Spruce Creek.

12. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

13. Management of the Project Site shall be coordinated with the adjacent Doris Leeper Spruce Creek Preserve and Spruce Creek Park.

14. A feral animal removal program shall be developed and implemented for domestic animals and other non-native wildlife that may be found on the Project Site.

15. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

16. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible.

17. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed at the Project Site to provide an alternative to automobile transportation to the Project Site.

18. The Project Site shall be managed as part of the County’s recreational trail system that connects the Project Site with other parks and promotes alternative modes of transportation.

19. The Project Site shall be incorporated into the County’s overall management program for the protection and enhancement of natural and recreational resources within the Kings Highway Heritage Trail.

20. Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.

21. The requirements imposed by other grant program funds that may be sought for
activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"), or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of reimbursement of Project Costs and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT’s position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient’s notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient’s request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.
X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the reimbursement of Project Costs, the 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 applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the reimbursement of Project Costs.

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 Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT’s role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:
a. any sale or 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 by a non-governmental person or organization;

c. any sales contract or option to buy or sell 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 a non-governmental person other than in such person's capacity as a member of the general public;

e. 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;

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

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

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.I., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE 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.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

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1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

XIII. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

   a. If any warrant or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

   b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the
financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information.

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient’s failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of the FCT Award;

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or

e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and
conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XIV. LEGAL AUTHORIZATION

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a
contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

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

VOLUSIA COUNTY

By: [Signature]
Print Name: Dwight D. Lewis
Title: Chair, Volusia County Council
Date: 11/5/04

Approved as to Form and Legality:
By: [Signature]
Print Name: Daniel D. Eckert

FLORIDA COMMUNITIES TRUST

By: [Signature]
Print Name: Janice Browning
Title: Division Director of Housing & Community Development
Date: 

Approved as to Form and Legality:
By: [Signature]

Trust Counsel
APPENDIX B

RECORDED DEEDS FOR PROJECT AREA
THIS INDENTURE, made this 9th day of December, A.D. 2002 between CAROLINE KAYE also known as CAROLINA KAYE, un-remarried widow and surviving spouse of JOHN E. KAYE, deceased of 2889 Letha Road New Smyrna Beach in the County of Volusia in the State of Florida, grantor, and COUNTY OF VOLUSIA, a political subdivision within the State of Florida, whose post office address is 123 West Indiana Avenue DeLand, Florida, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Volusia County, Florida, to-wit:

Government Lot 2, Section 34, Township 16 South, Range 33 East, of the Public Records of Volusia County, Florida;

Together with

The Northeast (NE) ¼ of the Southwest (SW) 1/4 , Section 34, Township 16 South, Range 33 East, Volusia County, Florida.

Property Appraiser's Parcel Identification Numbers:

6334-00-00-0010, 6334-00-02-0010, and 6334-00-02-0020

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

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 1927, Page 917, Public Records of Volusia 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 said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

(SIGNATURE OF FIRST WITNESS)

(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS)

(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 19th day of December, 2002, by Caroline Kaye, who is personally known to me or who has produced a driver's license issued within the past 5 years as identification.

(SIGNATURE OF NOTARY PUBLIC)

(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

Commission No.: 4097226
WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 15th day of January A.D. 2004, between THE TRUST FOR PUBLIC LAND, a non-profit California corporation, whose address is 306 N. Monroe St., Tallahassee, FL 32301 Grantor, and COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose address is Volusia County Administration Building, 123 W. Indiana Ave., Deland, FL 32720-4612, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Volusia County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.
Signed, sealed and delivered in the presence of:

Elioth Nomison  
(Signature of first witness)

Elioth N. N'ason  
(Printed name of first witness)

Elioth M. Farish  
(Signature of second witness)

Elioth M. Farish  
(Printed name of second witness)

THE TRUST FOR PUBLIC LAND, a non-profit California corporation

By: W. Dale Allen, Senior Vice President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21st day of January, 2004, by W. Dale Allen, Senior Vice President of The Trust for Public Land, a non-profit California corporation, on behalf of said corporation. Such person is personally known to me.

Sara E. Brunger  
NOTARY PUBLIC

(NOTARY PUBLIC SEAL)
Exhibit "A"

PARCEL 1:

A portion of Blocks 24 and 25, all of a 15 foot right-of-way lying between the North line of the Palmas Grant Subdivision and Block 25 Palmas Grant Subdivision and a portion of a vacated 30 foot right-of-way unopened and unused lying between Blocks 24 and 25, Palmas Grant Subdivision of Section 38, Township 16 South, Range 33 East, as shown in Map Book 1, page 23, of the Public Records of Volusia County, Florida, all lying East of U.S. Highway No. 1, a 160 foot right-of-way as now occupied, being more particularly described as follows:

From the intersection of the North line of the Palmas Grant, Section 38, Township 16 South, Range 33 East, with the Easterly right-of-way line of said U.S. Highway No. 1, run South 01 degree 05 minutes 04 seconds West, along the Easterly right-of-way of said U.S. Highway No. 1, a distance of 1583.55 feet to the point of curvature of a curve, concave Easterly, having a radius of 3045.36 feet, a central angle of 1 degree 30 minutes 19 seconds and a chord bearing of South 00 degrees 19 minutes 54 seconds West; thence run Southerly along the arc of said curve a distance of 80.00 feet; thence departing the Easterly right-of-way of said U.S. Highway No. 1, run South 88 degrees 54 minutes 55 seconds East a distance of 430.20 feet to the mean high water line of Rose Bay; thence run along said mean high water line the following courses and distances: North 06 degrees 32 minutes 32 seconds West a distance of 13.99 feet; thence North 14 degrees 00 minutes 30 seconds East a distance of 58.33 feet; thence North 09 degrees 56 minutes 50 seconds West a distance of 27.04 feet; thence North 13 degrees 41 minutes 54 seconds East a distance of 83.51 feet; thence North 28 degrees 07 minutes 46 seconds East a distance of 94.59 feet; thence North 43 degrees 18 minutes 55 seconds East a distance of 92.70 feet; thence North 73 degrees 43 minutes 22 seconds East a distance of 92.76 feet; thence North 64 degrees 14 minutes 12 seconds East a distance of 44.41 feet; thence North 10 degrees 20 minutes 58 seconds East a distance of 37.20 feet; thence North 60 degrees 34 minutes 13 seconds East a distance of 25.02 feet; thence South 63 degrees 59 minutes 58 seconds East a distance of 30.89 feet; thence South 18 degrees 30 minutes 33 seconds East a distance of 10.82 feet; thence North 46 degrees 52 minutes 51 seconds East distance of 71.75 feet; thence North 17 degrees 15 minutes 53 seconds East a distance of 71.53 feet; thence North 05 degrees 14 minutes 24 seconds West a distance of 60.88 feet; thence South 43 degrees 32 minutes 11 seconds West a distance of 29.35 feet; thence North 88 degrees 31 minutes 58 seconds West a distance of 78.85 feet; thence North 69 degrees 49 minutes 17 seconds West a distance of 32.00 feet; thence North 61 degrees 28 minutes 22 seconds West a distance of 79.29 feet; thence North 71 degrees 32 minutes 56 seconds West a distance of 53.65 feet; thence South 13 degrees 58 minutes 28 seconds West a distance of 47.19 feet; thence South 38 degrees 00 minutes 49 seconds West a distance of 39.58 feet; thence South 46 degrees 04 minutes 02 seconds West a distance of 82.87 feet;
thence South 25 degrees 27 minutes 54 seconds East a distance of 57.53 feet; thence South 58 degrees 36 minutes 42 seconds West a distance of 5.41 feet; thence North 43 degrees 16 minutes 54 seconds West a distance of 57.66 feet; thence North 73 degrees 17 minutes 46 seconds West a distance of 24.22 feet; thence North 23 degrees 19 minutes 10 seconds West a distance of 29.24 feet; thence North 09 degrees 50 minutes 47 seconds West a distance of 37.94 feet; thence North 07 degrees 32 minutes 30 seconds East a distance of 58.22 feet; thence North 28 degrees 23 minutes 43 seconds West a distance of 64.16 feet; thence North 36 degrees 48 minutes 51 seconds West a distance of 86.25 feet; thence North 22 degrees 56 minutes 22 seconds West a distance of 73.83 feet; thence North 08 degrees 35 minutes 41 seconds West a distance of 43.50 feet; thence North 03 degrees 59 minutes 35 seconds East a distance of 21.95 feet; thence North 12 degrees 48 minutes 38 seconds East a distance of 14.13 feet; thence North 24 degrees 17 minutes 26 seconds East a distance of 41.45 feet; thence North 42 degrees 35 minutes 08 seconds East a distance of 43.03 feet; thence North 72 degrees 23 minutes 46 seconds East a distance of 21.60 feet; thence North 59 degrees 30 minutes 59 seconds East a distance of 28.84 feet; thence North 30 degrees 28 minutes 41 seconds East a distance of 33.28 feet; thence North 17 degrees 29 minutes 08 seconds East a distance of 73.71 feet; thence North 05 degrees 35 minutes 42 seconds East a distance of 71.25 feet; thence North 00 degrees 13 minutes 02 seconds East a distance of 75.61 feet; thence North 06 degrees 41 minutes 21 seconds West a distance of 60.43 feet; thence North 09 degrees 56 minutes 07 seconds East a distance of 62.07 feet; thence North 13 degrees 20 minutes 42 seconds East a distance of 77.23 feet; thence North 01 degrees 32 minutes 34 seconds West a distance of 40.50 feet; thence North 14 degrees 22 minutes 06 seconds West a distance of 39.55 feet; thence North 08 degrees 44 minutes 40 seconds East a distance of 67.40 feet; thence North 18 degrees 21 minutes 36 seconds East a distance of 81.91 feet; thence North 20 degrees 31 minutes 35 seconds East a distance of 116.03 feet; thence North 27 degrees 40 minutes 52 seconds East a distance of 37.56 feet; thence North 57 degrees 50 minutes 00 seconds East a distance of 52.71 feet; thence North 73 degrees 31 minutes 21 seconds East a distance of 78.32 feet; thence North 60 degrees 45 minutes 56 seconds East a distance of 48.52 feet; thence North 77 degrees 11 minutes 28 seconds East a distance of 71.42 feet; thence North 72 degrees 31 minutes 43 seconds East a distance of 86.32 feet; thence North 71 degrees 32 minutes 58 seconds East a distance of 90.98 feet; thence North 39 degrees 58 minutes 46 seconds East a distance of 25.44 feet; thence departing the mean high water line of Rose Bay, run North 90 degrees 00 minutes 00 seconds West a distance of 492.25 feet to the Northeast corner of the Palmas Grant, as documented by the Florida Department of Transportation Right-of-Way Map, Section 7901(279)175, Sheet 4; thence South 59 degrees 07 minutes 40 seconds West, along the North line of said Palmas Grant, a distance of 522.43 feet to the Point of Beginning.
PARCEL 2:

A Part of Government Lot 3, Section 23, Township 16 South, Range 33 East, Volusia County, Florida, described as follows:

From the intersection of the North line of the Palmas Grant, Section 38, Township 16 South, Range 33 East, with the East right-of-way line of U.S. Highway No. 1 (State Road No. 5), a 160 foot right-of-way, as the Point of Beginning, run North 01 degree 05 minutes 04 seconds East, along said East right-of-way line, a distance of 225.67 feet; thence departing said line, run North 89 degrees 48 minutes 37 seconds East a distance of 234.19 feet; thence North 01 degree 59 minutes 32 seconds East a distance of 6.09 feet; thence South 88 degrees 48 minutes 40 seconds East a distance of 145.19 feet to the North line of said Palmas Grant; thence South 59 degrees 07 minutes 40 seconds West along said North line, a distance of 447.20 feet to the Point of Beginning.
WARRANTY DEED
(CORPORATION)

This Warranty Deed made the 2nd day of January, 2004, by DANIEL PERKINS SMITH PAUL, a married person, whose address is 777 Brickell Avenue, 5th Floor, Miami, Florida 33131, hereinafter called the Grantor, to THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose address is Volusia County Administration Center, 123 West Indian Avenue, DeLand, Florida 32720-4612, hereinafter called the Grantee,

WITNESSETH: That said Grantor, for and in consideration of the sum of $10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, alienes, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Volusia County, Florida, viz:

[Description of property]

THE SUBJECT PROPERTY IS NOT NOW NOR HAS EVER BEEN THE HOMESTEAD PROPERTY OF GRANTOR

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantee hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003, reservations, restrictions and easements of record, if any.

(Wherever used herein the term "Grantor" and "Grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

In Witness Whereof, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

[Signatures]

Witness Signature: ____________________________
Printed Name: ________________________________

Witness Signature: ____________________________
Printed Name: ________________________________

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 2nd day of January, 2004, by DANIEL PERKINS SMITH PAUL who is personally known to me or who has produced driver license(s) as identification.

My Commission Expires:

Notary Public State of Florida
Serial Number

[Notary Seal]

[Notary Seal]

[Notary Seal]
EXHIBIT "A"

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 34, TOWNSHIP 16
SOUTH, RANGE 33 EAST VOLUSIA COUNTY, FLORIDA.
APPENDIX C

CONCEPTUAL SITE PLANS FOR PROJECT AREA

and

CONCEPTUAL MASTER PLAN FOR THE DORIS LEEPER SPRUCE CREEK PRESERVE
APPENDIX D

EQUESTRIAN LEASE AGREEMENT
LAND LEASE
Kayc Property in Volusia County

This lease agreement made this first day of September, 2003 between County of Volusia, whose mailing address is 123 W. Indiana Avenue, DeLand, Florida 32720, hereinafter called the Lessor; and Kathryn Schoettler, whose address is 207 First Street, New Smyrna Beach, Fl 32168, hereinafter called the Lessee.

WITNESSETH

The Lessor does herewith lease unto the Lessee the real property situated in Volusia County, Florida as described on the attached Exhibit “A” (hereafter, “the premises”) which is made a part of this Lease. The property is located in the Spruce Creek area of Volusia County and is approximately 8.0 acres (+/-).

1. To have and to hold for and during the term of two years, beginning on the sixth day of October, 2003 unless terminated pursuant to the terms of this agreement or extended by the mutual written consent of the parties hereto.

2. The Lessee has inspected the premises and accepts it as is. The Lessee covenants to use the same in accordance with all laws with respect to the use or occupancy of the property. Lessee shall not build any structure on the premises without advance written approval therefor from Lessor and covenants and agrees to hold Lessor harmless for any obligation or expense therein. The Lessee covenants and agrees to use said premises for a good faith commercial ranch for the grazing and maintenance of not more than four (4) horses in accordance with accepted commercial agricultural practices, including fertilizing, liming, tilling, mowing and other accepted agricultural practices for a horse ranch at lessee’s expense. Said lease shall include barn/stable. Lessee shall not maintain or permit any nuisance, unsafe, or unsanitary condition on the premises. Lessee will neither use nor suffer the same to be used for any other purpose. The Lessee will keep the Lessor harmless and indemnified at all times against any loss, cost, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through any use, misuse or non-use of said property or by reason of any act or thing done or undone on or about said property.

3. The Lessee agrees to hold the Lessor harmless as to any acts by the Lessee, his employees, agents or horses. Lessee agrees to carry adequate liability and property damage insurance during the period of this Lease, as is required in the bid document. The coverage and form of said insurance policy must meet the requirement of the bid document.

In the event that the portion of the Leased Premises, which consists of the building, is destroyed or is so damaged as to be unsafe for continued use, Lessee shall promptly notify lessor of such destruction. In that event, lessor at its sole discretion shall determine whether or not said building shall be reconstructed and the expense thereof.

4. The Lessee may not assign or sublet any part of said premises unless approved by Lessor.
5. Provided the Lessor has given the Lessee prior advance notice of at least 24 hours (except in emergency situations), Lessor shall have the right to enter the Leased Premises at all reasonable hours for the purpose of inspecting the same.

6. Hazardous substances: The term "Hazardous Substances", as used in this Lease shall include, without limitation, all substances declared being hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Lessee shall not cause or permit to occur:

(i) Any violation of any federal, state, or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under or about the Leased Premises or arising from Lessee’s use or occupancy of the Leased Premises; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Lessor’s prior written consent.

7. MISCELLANEOUS PROVISIONS

(a) The Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, material men, and all other liens, and will indemnify the Lessor against all legal costs and bond premiums for release of liens, including reasonable attorney’s fees incurred (whether litigation is necessary or not) in discharging the said premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by the Lessee. The Lessee herein shall not have any authority to create any liens on the Lessor’s interest in the land, and all persons contracting with the Lessee relating to the Leased Premises are hereby charged with notice that they must look to the Lessee and to the Lessee’s interest only in the Leased Premised to secure the payment of the lien.

(b) On the expiration or earlier termination of the term of this Lease, Lessee shall quit and surrender the Leased Premises in neat and clean condition and in good order, condition and repair, together with all work alterations and additions. Lessee agrees to promptly repair any and all damages to the Leased Premises.

(c) Lessee and Lessor waive all rights to a trial by jury on any and all matters in any civil action commenced by or against Lessee concerning this Lease or the Leased Premises, and agree to venue in Volusia County.

(d) Lessor and Lessee agree not to record this Lease.

(e) Time is of the essence of this Lease and every provision thereof.

(f) If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

(g) Except as herein otherwise expressly provided, the terms hereof shall be binding.
upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of Lessor and Lessee

(h) This lease shall be governed exclusively by the provisions hereof and by the law of the State of Florida, as the same may from time to time exist. Any litigation arising under this Lease shall be venued in Volusia County, Florida.

(i) If any legal matter, dispute, action or proceeding between the Lessor and the Lessee arises under this Lease, then the non-prevailing party shall be liable for and shall pay the expense of the prevailing party’s attorney’s fees and court costs. If either party hereto without fault is made a part to any litigation instituted by or against any other party to this Lease, such other parties shall indemnify and hold harmless Lessor or Lessee, as the case may be, against all costs and expenses, including reasonable attorney’s fees incurred in connection therewith.

(j) Failure on the part of Lessor or Lessee to complain of any action or non-action on the part of the other shall never be a wavier by Lessor or Lessee of any of their respective rights hereunder. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full or otherwise, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

(k) All furniture, furnishings, fixtures or equipment, placed upon, installed on or affixed to the premises by Lessee, whether physically attached to the building or not, shall remain the personal property of the Lessee and shall not be considered a part of the premises. Lessee may remove any such personal property from the premises at any time without notice to or permission from the Lessor.

8. The Lessor grants permission to the Lessee to erect and maintain fences, at lessee’s expense, on designated portions of the premises to sufficiently restrain the horses placed on the leased premises provided however, that location of fencing will be at sole discretion of Lessor. The Lessee agrees to keep the fences in good repair and free from undergrowth during the term of this lease. Fencing will remain on the property after the term of the lease surrender. Lessor will maintain access to this property during the term of this Lease. The Lessee will provide any keys to gates to the Lessor. The Lessor shall not be liable for any damage to any persons or property which the Lessee shall bring or place upon the premises. If Lessor, for some reason, damages the Lessee’s fencing, the Lessor agrees to reimburse Lessee the cost of repairs to same fence on a pro-rata basis as per the period of time yet existing on the initial term of this lease.

9. The Lessee will pay to the Lessor the amount of Forty-three dollars and seventy-five cents ($43.75) per acre per month for 12 months as rental for this land on the sixth day of October of each year for a annual rental fee of Four Thousand two hundred dollars ($4200.00). This payment shall be sent to Lessor’s address as stated herein, to the attention of Leisure Services, 202 North Florida Ave, DeLand, Florida 32720. The Lessor covenants that, if the Lessee shall pay and otherwise perform all of the agreements herein, that the Lessee shall peaceable and quietly have, hold, possess and use the leased
premises for and during the term hereof without any hindrance by the Lessor. In the event that payment is not received on designated date, the Lease will be subject to termination at the sole discretion of Lessor.

10. All notices required or permitted shall be in writing mailed by Certified Mail, postage prepaid, return receipt requested, addressed to the parties as their addresses are stated herein, or to such other addresses as any party may designate by notice complying with the details of giving notice. The agent for this Lease will be Tim Baylie, Leisure Services Division for the County of Volusia.

11. The terms of this Lease can be terminated by either parties with a sixty day written notice. Modification may occur upon mutual consent of both parties. If Lease is extended it will be at the terms of Forty-seven dollars ($47.00) per acre per month as agreed by both parties. If Lessor has to terminate the Lease, Lessor will reimburse Lessee the amount of pro-rata rent that has been collected to that date.

12. This Lease contains the entire agreement of the parties with respect to the Leased Premises and no representations, inducements, or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force or effect, and may not be modified, changed or terminated, in whole or in part, orally or in any other manner other than by written agreement signed by all parties to this agreement.

13. The Leassees can not stable any horses on said property until Leisure Services and Land Acquisition personnel have authorized. This will be after repairs and maintenance items have been completed and inspected by staff.

IN WITNESS WHEREOF, both parties have signed and sealed this lease as of the day and year first above written for bid # 03-B-185DW Lease of Land for Horse Grazing.

[Signatures]

County of Volusia representative, Lessor

[Signatures]

Lessees signature

[Signatures]

Witness as to Lessor

[Signatures]

Witness as to Lessee

Notary
August 26, 2003

County of Volusia, Florida
Purchasing Office, Room 301
123 West Indiana Ave., 3rd Floor
DeLand, FL 32720-4608

Re: BID #03-B-185DW

In response to the above-referenced Invitation to Bid, please find enclosed the following:

1. Invitation to Bid Cover Page
2. Bid Submittal Form
3. Land Use Proposal
4. Conflict of Interest & Clean Hands Disclosure Form
5. Officers and Significant Stakeholders Form
6. Liability Insurance Letter
7. Land Lease Contract (preliminary draft)
8. Signed Addendum #1

Please feel free to contact me if you should need further information, clarification, or phone numbers of references.

Very truly yours,

Kathryn Schoettler

207 First Street  New Smyrna Beach, FL 32168  386-427-8604
SUBMIT TO:
COUNTY OF VOLUSIA
PURCHASING
123 W. INDIANA AVE
DELAND, FL 32740-4608

TACT PERSON:
Anna Wagner

DELAND: (386) 736-5933
DAYTONA BEACH: (386) 257-6000
NEW SMYRNA BEACH: (386) 433-3300

AN EQUAL OPPORTUNITY EMPLOYER

INVITATION TO BID

TITLE:
Lease of Land (Kaye Property) for use as grazing land

PRE BID DATE, TIME AND LOCATION site visit can be arranged by calling 386-740-5261 ask for Bill Gardner or Randy Sleister

RESPONDENT NAME:
Kathryn Schoettler

MAILING ADDRESS:
207 First Street
New Smyrna Beach, FL 32168

TELEPHONE NO:
386-427-8604; 386-334-2590

FAX NO:
386-409-0818

FEDERAL ID NO. OR SOCIAL SECURITY NO.
004-50-6663

03-B-185DW

SUBMITTAL DEADLINE:
August 27, 2003 @ 2:00 PM

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the County of Volusia all right, title, and interest in and to all causes of action it may now or hereafter acquire under the laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the County of Volusia. As the County’s discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL CONDITIONS AND INSTRUCTIONS

**** PLEASE READ CAREFULLY ****

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing Division shall contact the Division office in Deland, (386) 736-5933, at least five (5) days prior to the scheduled opening or meeting.

1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing Division Office prior to the specified date and time is at the offeror's discretion. Any offer submitted in the Purchasing Division Office after the specified date and time will not be considered.

2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All offers requesting information from the offeror shall be completed. Offers shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

OPENING: Opening shall be public in the Volusia County Purchasing Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (U) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or ten (10) days, whichever is earlier.

PUBLIC RECORD: The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, Florida Statutes shall be exempt from disclosure.

CLARIFICATION/CORRECTION OF ENTRY: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes.

INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may effect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the Volusia County Purchasing Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offerer's response.

Failure to acknowledge addenda may result in the offer not being considered.

INCURRED EXPENSES: This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

DISADVANTAGED BUSINESSES: The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Further, the County of Volusia will monitor the DBE program with respect to the goals as established by County Council.

LOCAL BUSINESSES: The County Council has established a policy to encourage participation of Volusia County businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

CONTINUED ON NEXT PAGE
PRICING: Unless otherwise specified prices offered shall remain firm for a period of at least thirty (30) days, all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

DISTRIBUTION TERMS & CONDITIONS: The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

TAXES: The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No 74-07-059158-53C.

DISCOUNTS: All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.

MEETS SPECIFICATIONS: The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

BRAND NAME OR EQUAL: If items requested by this invitation have been identified in the specification by a Brand Name “OR EQUAL” description, such identification is intended to be descriptive and not restrictive and it is to indicate the quality and characteristics of products that will be acceptable. Offers proposing “equal” products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the solicit characteristics requirements listed in the specifications.

Unless the offeror clearly indicates in his/her offer that below is proposing an “equal” product, the offer will be considered as offering the same brand name product referenced in the specifications.

If the offeror proposes to furnish an “equal” product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the offeror. The Purchasing Division is not responsible for checking or securing any information which is not identified in the response and reasonably available to the Purchasing Division. To ensure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the solicited characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the County would be binding itself to purchase by making an award.

SAMPLES: When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any points, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of best quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

GOVERNING LAWS: Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be in any court in the Circuit Court of Volusia County, Florida.

ASSIGNMENT: Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County Purchasing Director.

CONTENT OF INVITATION/RESPONSE: The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."

LIABILITY: The supplier/provider shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

PATENTS, COPYRIGHT, AND ROYALTIES: The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

TRAINING: Unless otherwise specified supplier/provider may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.

ACCEPTANCE: Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. These items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

SAFETY WARRANTY: Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the rights and remedies provided herein are in addition to and do not limit any other rights afforded to the County of Volusia by any other provision of the invitation offer.

AWARD: As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s) to reject any and all offers or waive any irregularity or irregularity in offers received. Offers are conditioned to make no assumptions unless such offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.

VIOLATIONS: Any violation of any of the stipulations, terms, and/or conditions listed or included herein may result in the offeror/bidder being removed from the County Bid list and the offeror/bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.

For purposes of this Invitation and evaluation of responses herein the following shall apply: unit prices shall prevail over extended prices; written offers shall prevail over typewritten offers; numbers specified in word form shall prevail over Arabic numerals ("one over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

DEFINITIONS:

COUNTY - The term "County" herein refers to the County of Volusia, Florida, and its duly authorized representatives and any jurisdiction within Volusia County.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this Invitation.

BIDDER - The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of this invitation and accepted offer.

USING AGENCY - The term "using agency" used herein refers to any department, division, agency, commission, board, committee, authority, or another unit in the County government using without exception the goods or services provided for as the Purchasing Ordnance of the County of Volusia, Florida.

HEAVY DUTY - The items to which the term "Heavy Duty" in applied shall exceed the usual quality and capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use. 
BID SUBMITTAL FORM  

August 26, 2003

TO: County of Volusia, Florida
Office of Purchasing Director
123 W. Indiana Avenue, 3rd Floor
DeLand, FL 32720-4608

The undersigned hereby declare that [firm name] KATHRYN SCHOETTLER has carefully examined the specifications to furnish:

Lease of Land for Horse Grazing

for which Bid Submittals were advertised to be received no later than 2:00 p.m., local time, August 27, 2003 and further declare that [firm name] KATHRYN SCHOETTLER will furnish the Lease of Land for:

Horse Grazing according to specifications of bid 03-B-185DW.
Lease amount being offered per acre per month for first 24 months $ 43.75
Lease amount being offered per acre per month after the first 24 months if renewal option is exercised by both parties $ 47.00

F.O.B. Destination, anywhere within the County of Volusia

Have you supplied the Submittal Requirements outlined above? X YES NO

Have you supplied the required references? N/A YES NO but I have enclosed a list of names who can be called

The County of Volusia reserves the right to reject any or all Bids, to waive informalities, and to accept all or any part of any Bid as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. 03-B-185DW and that I as the bidder, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this Bid.

Company ____________________________ (Print name)
Per ____________________________ KATHRYN SCHOETTLER
Signature ____________________________
Address 207 FIRST STREET
City NEW SMYRNA BEACH State FL ZIP 32168
Telephone 386-427-8604 Fax 386-409-0818
E-Mail Address: kathrynschoettler@msn.com
DUNS# ____________________________ Fed. I.D. # SSN 004-50-6663
LAND USE PROPOSAL
BID #03-B-185DW - Lease of Kaye Property
for Use as Horse Grazing Land

Submitted by
KATHRYN SCHOETTLER
207 FIRST STREET
NEW SMYRNA BEACH, FL  32168
386-427-8604

SUMMARY

My proposal is to lease the Kaye property for 2 years for non-commercial, personal use to stable and ride three horses, for the sum of $350.00 per month, plus a reasonable sum for use of electricity.

I will comply with all County specifications for obtaining insurance (see attached letter from Brown & Brown Ins. Co.) and installing perimeter fencing, as well as any other conditions set forth in the Land Lease prepared by Lessor.

ABOUT LESSEE – Kathryn Schoettler, SSN 004-50-6663

- I have resided in New Smyrna Beach, Volusia County, Florida, for 30 years.
- I have been a horse owner for 15 years, always taking full care of my own horses.
- I previously operated a horse boarding stable for 5 years, housing 14 horses.
- I currently work part-time as a legal/administrative assistant.
- I have a Bachelor's Degree in Biology from Stetson University, DeLand, Florida.
- I can provide numerous personal references, among them:
   o Attorney Charles A. Hall
   o The Honorable Mary Jane Henderson, County Judge
   o Linda Bohannon Hudak and John S. Bohannon, M.D., former owners of property I leased for a boarding stable
   o Marilyn Silvers, member of Silver Sands Bridle Club

Please feel free to contact me for phone numbers of the above references.
PROPOSED USE

My personal, non-commercial use of the property would involve minimal environmental impact and minimal human/vehicle traffic through the property, as follows:

1) I plan to stable and graze my 3 horses on the property.
2) I plan to visit the property no less than twice a day for care of the horses, maintenance of the property, and insuring security of the animals and property.
3) I would expect to have no more than 3-4 individuals accessing the property, with the others being personal friends who will help with maintenance, mowing, horse care and exercising, and the occasional visit from a veterinarian.
4) My horses will be kept up-to-date on all vaccinations and de-worming.
5) I plan to keep one 2-horse trailer on the property.
6) I plan to keep a tractor and small manure spreader on the property, but will not store any other equipment, vehicles, or other materials, other than grain and hay used in the routine care of horses.

PROPOSED REPAIRS & IMPROVEMENTS

1) I plan to comply with the County's requirement that the perimeter of the property be fenced with a minimum of field fencing or electrical fencing (style and design yet to be determined), with at least 3 gates to allow easy entrance into and out of the property on all sides by the County. If allowed, I would plan to fence in less than the full 8 acres, leaving more open area for access by the County. However, that is up to the Lessor.

2) Repairs to barn are to include:
   a. Complete pressure washing
   b. Repair of all board fence surrounding the barn and in adjacent paddock
   c. Replace tack room floor (and sub-floor)
   d. Fan replacement, if necessary
I plan to leave the barn in habitable condition upon the termination of the lease, so that it can be used as a storage building, picnic table shelter, public restrooms, or other structure that fits in with the County's proposed park.

3) I plan to make use of the "riding ring" by keeping surface graded, but will not import additional surface material, as I understand the County's long-range plan would be to do away with the riding arena.

PROPOSED MAINTENANCE PROGRAM

- Weekly mowing of pasture grass
- Daily cleaning of stalls and paddock area
- Daily spreading of manure to area enclosed within the 8 acres
- Maintenance of not more than 1 week's supply of hay, to minimize risk of fire
- Bi-weekly pressure washing of barn
- Repair all fencing as necessary

OTHER CONSIDERATIONS

- Lessee requests that Lessor have at least one assigned individual who can be contacted by cell phone at all hours, in case of emergency occurring on the leased premises.

PROPOSED TERMS

In order to reduce the administrative expenses of Lessor, I will pay the monthly lease fee of $350.00 in two annual lump sums ($4,200.00 each) on the dates specified by Lessor, with additional monies due for electrical usage to be paid monthly as billed. If the Lessor wishes to include the electrical usage in the monthly fee, as it may not be metered separately from the other structures on the property, Lessee will consider an increase in the monthly lease payment to approximately $375.00 to include electricity.
Conflict of Interest & Clean Hands Disclosure Form

I HEREBY CERTIFY that

1. I (printed name) KATHRYN SCHOETTLER (title) am the (Firm Name) 207 FIRST STREET, NEW SMYRNA BEACH, FL 32168 and the duly authorized representative of the firm of whose address is and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Volusia County Code, nor has any outstanding past due debt to the County of Volusia, Florida; and

4. This Bid Submittal is made without prior understanding; agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List) NONE

Signature: [Signature]
Printed Name: KATHRYN SCHOETTLER
Firm Name:________________________________________________________
Date: 8/26/03
Sworn to and subscribed before me this 26 day of August, 2003
Personally known X
OR Produced identification __________________________ Notary Public - State of FLORIDA
(Type of Identification) ___________________________________________
(Signature of Notary Public / Commission Stamp of Notary Public)
Officers and Significant Stakeholders

Please complete this form OR provide a Securities and Exchange Form 10K in lieu of this form. Failure to list all officers and significant stakeholders of the business may prevent the bid / offer from being considered for award.

BUSINESS OFFICERS

President: Name: **NONE**
Address: __________________________________________________________________________
Vice President: Name: ______________________________________________________________________
Address: __________________________________________________________________________
Secretary: Name: ______________________________________________________________________
Address: __________________________________________________________________________
Treasurer: Name: ______________________________________________________________________
Address: __________________________________________________________________________

SIGNIFICANT STAKEHOLDERS

A significant stakeholder means any person, corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any legal entity that has a ten percent (10%) or more equity in the business.

Name: **NONE**
Address: __________________________________________________________________________
Name: __________________________________________________________________________
Address: __________________________________________________________________________
Name: __________________________________________________________________________
Address: __________________________________________________________________________
Name: __________________________________________________________________________
Address: __________________________________________________________________________
Name: __________________________________________________________________________
Address: __________________________________________________________________________
Name: __________________________________________________________________________
Address: __________________________________________________________________________

USE ADDITIONAL PAGES TO ADD ALL NAMES AND ADDRESSES.
Kathryn Schoettler

This is to advise you that Westfield Insurance Company has agreed to provide a quotation to you for a General Liability policy with a limit of $500,000 for each occurrence and a $500,000 annual aggregate.

This policy is to cover the liability exposure for 8 acres of pasture/grazing land and a barn. The quotation will not include hazard insurance, nor will it extend to your homestead property.

Premium determination is pending finalization of application process.

Sandy Rakauskas, AAI AAM CPIW
Sr Account Manager
Brown & Brown Daytona Beach
Phone 386 239 5750 fax 386 323 9134

The Nations 6th Largest Insurance Intermediary

http://www.bnpc.com

To Whom It May Concern:

The agent above informs me that the ACORD form is not available until the policy is purchased and paid for.

Kathryn Schoettler 8/26/03

0-158

Monday, August 25, 2003 America Online: KATSHUTLER
LAND LEASE
Kaye Property in Volusia County

This lease agreement made this first day of September, 2003 between County of Volusia, whose mailing address is 123 W. Indiana Avenue, DeLand, Florida 32720, hereinafter called the Lessor; and KATHRYN SCHOETTLE, whose address is 207 FIRST STREET, NEW SMYRNA BEACH, FL 32168 hereinafter called the Lessee.

WITNESSETH

The Lessor does herewith lease unto the Lessee the real property situated in Volusia County, Florida as described on the attached Exhibit “A” (hereafter, “the premises”) which is made a part of this Lease. The property is located in the Spruce Creek area of Volusia County and is approximately 8.0 acres (+/-).

1. To have and to hold for and during the term of two years, beginning on the first day of ________, 2003 unless terminated pursuant to the terms of this agreement or extended by the mutual written consent of the parties hereto.

2. The Lessee has inspected the premises and accepts it as is. The Lessee covenants to use the same in accordance with all laws with respect to the use or occupancy of the property. Lessee shall not build any structure on the premises without advance written approval therefor from Lessor and covenants and agrees to hold Lessor harmless for any obligation or expense therein. The Lessee covenants and agrees to use said premises for a good faith commercial ranch for the grazing and maintenance of not more than four (4) horses in accordance with accepted commercial agricultural practices, including fertilizing, liming, tilling, mowing and other accepted agricultural practices for a horse ranch at lessee’s expense. Said lease shall include barn/stable. Lessee shall not maintain or permit any nuisance, unsafe, or unsanitary condition on the premises. Lessee will neither use nor suffer the same to be used for any other purpose. The Lessee will keep the Lessor harmless and indemnified at all times against any loss, cost, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through any use, misuse or non-use of said property or by reason of any act or thing done or undone on or about said property.

3. The Lessee agrees to hold the Lessor harmless as to any acts by the Lessee, his employees, agents or horses. Lessee agrees to carry adequate liability and property damage insurance during the period of this Lease, as is required in the bid document. The coverage and form of said insurance policy must meet the requirement of the bid document.

In the event that the portion of the Leased Premises, which consists of the building, is destroyed or is so damaged as to be unsafe for continued use, Lessee shall promptly notify lessor of such destruction. In that event, lessor at its sole discretion shall determine whether or not said building shall be reconstructed and the expense thereof.

4. The Lessee may not assign or sublet any part of said premises unless approved by Lessor.
5. Provided the Lessor has given the Lessee prior advance notice of at least 24 hours (except in emergency situations), Lessor shall have the right to enter the Leased Premises at all reasonable hours for the purpose of inspecting the same.

6. Hazardous substances: The term "Hazardous Substances", as used in this Lease shall include, without limitation, all substances declared being hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Lessee shall not cause or permit to occur:

   (i) Any violation of any federal, state, or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under or about the Leased Premises or arising from Lessee's use or occupancy of the Leased Premises; or

   (ii) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Lessor's prior written consent.

7. MISCELLANEOUS PROVISIONS

   (a) The Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, material men, and all other liens, and will indemnify the Lessor against all legal costs and bond premiums for release of liens, including reasonable attorney's fees incurred (whether litigation is necessary or not) in discharging the said premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by the Lessee. The Lessee herein shall not have any authority to create any liens on the Lessor's interest in the land, and all persons contracting with the Lessee relating to the Leased Premises are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the Leased Premises to secure the payment of the lien.

   (b) On the expiration or earlier termination of the term of this Lease, Lessee shall quit and surrender the Leased Premises in neat and clean condition and in good order, condition and repair, together with all work alterations and additions. Lessee agrees to promptly repair any and all damages to the Leased Premise.

   (c) Lessee and Lessor waive all rights to a trial by jury on any and all matters in any civil action commenced by or against Lessee concerning this Lease or the Leased Premises, and agree to venue in Volusia County.

   (d) Lessor and Lessee agree not to record this Lease.

   (e) Time is of the essence of this Lease and every provision thereof.

   (f) If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.
(g) Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of Lessor and Lessee.

(h) This lease shall be governed exclusively by the provisions hereof and by the law of the State of Florida, as the same may from time to time exist. Any litigation arising under this Lease shall be venued in Volusia County, Florida.

(i) If any legal matter, dispute, action or proceeding between the Lessor and the Lessee arises under this Lease, then the non-prevailing party shall be liable for and shall pay the expense of the prevailing party’s attorney’s fees and court costs. If either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other parties shall indemnify and hold harmless Lessor or Lessee, as the case may be, against all costs and expenses, including reasonable attorney’s fees incurred in connection therewith.

(j) Failure on the part of Lessor or Lessee to complain of any action or non-action on the part of the other shall never be a waiver by Lessor or Lessee of any of their respective rights hereunder. The acceptance by Lessee of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full or otherwise, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

(k) All furniture, furnishings, fixtures or equipment, placed upon, installed on or affixed to the premises by Lessee, whether physically attached to the building or not, shall remain the personal property of the Lessee and shall not be considered a part of the premises. Lessee may remove any such personal property from the premises at any time without notice to or permission from the Lessor.

8. The Lessor grants permission to the Lessee to erect and maintain fences, at lessee’s expense, on designated portions of the premises to sufficiently restrain the horses placed on the leased premises provided however, that location of fencing will be at sole discretion of Lessor. The Lessee agrees to keep the fences in good repair and free from undergrowth during the term of this lease. Fencing will remain on the property after the term of the lease surrender. Lessor will maintain access to this property during the term of this Lease. The Lessee will provide any keys to gates to the Lessor. The Lessor shall not be liable for any damage to any persons or property which the Lessee shall bring or place upon the premises. If Lessor, for some reason, damages the Lessee’s fencing, the Lessor agrees to reimburse Lessee the cost of repairs to same fence on a pro-rata basis as per the period of time yet existing on the initial term of this lease.

9. The Lessee will pay to the Lessor the amount of $_________ per month for 24 months as rental for this land on the first day of September of each year for a twelve month rental fee or $_________ or $_________ on the first day of each month for 24 months. This payment shall be sent to Lessor’s address as stated herein, to the
PR-L-03-242
August 5, 2003
Ref: Bid # 03-B-185DW Lease of Land (Kaye Property) for use as grazing land
Addendum #1

Changes to the bid document specifications:

Page 2, Section 1.0, “Purpose and Description of the Lease,” third paragraph: change “the maximum number of horses the land can support” from five (5) to four (4).

Page 19, #11: change “The terms of this Lease can be terminated by either parties” from sixty day written notice to thirty days written notice.

If you have any questions concerning this process please contact Donna Wagner, Sr. Purchasing Agent, at 386-943-7009.

Sincerely,

Cheryl L. Olson
Cheryl L. Olson, C.P.M., CPM
Purchasing Director

Please sign and return with proposal as verification of receipt of this addendum.

Kathryn Schroeter

(Name and position and company)

Date 8-26-03
APPENDIX E

FLORIDA NATURAL AREAS INVENTORY
NOTIFICATION FORMS
FLORIDA NATURAL AREAS INVENTORY
FIELD REPORT FORM FOR RARE PLANTS

Thank you for taking the time to complete and mail this form. Information from knowledgeable individuals such as yourself makes an important contribution to the FNAI Biological Conservation Database. If you need help with this form, or would like additional information, please call the FNAI Botanist at 850-224-8207.

Scientific name: ___________________________ Common name: ___________________________

Basis for identification/manual used: ___________________________ Date(s) seen: ___________________________

Photograph taken? ______ Specimen deposited at a herbarium? ______ Name of herbarium: ___________________________

Quad name: ___________________________ County: ___________________________ Site or managed area name: ___________________________

Directions (please mark site on copy of USGS 7.5 minute quad map and attach to this form, or draw a detailed map on back of this page, or give GPS coordinates):

Describe the site where the plant was seen: habitat/plant community; topography; hydrology; dominant species in tree, shrub, and ground layers.

Estimated Size of Population (no. of individuals & size of area occupied):

Flowering? Yes__ No____ Ruting? Yes__ No____ In bud? Yes__ No____ In leaf? Yes__ No____ Dormant? Yes__ No____

Comments

Have you seen this species at the same location in the past? Yes__ No____ If yes, give dates: ___________________________

If yes, describe changes, if any, to site and population since last visit.

Are there disturbances or threats (e.g. vehicle use, trash dumping, fire suppression, exotic species invasion) to the population?

If yes, please describe: ___________________________

Is there evidence (e.g., fire breaks, scorching) of fire at the site? Yes__ No____ If yes, describe and give dates of recent fires, if known

Other useful information concerning the population, its ecological conditions, management history, management needs, names of individuals who might be helpful, etc.:

Your name: ___________________________ Tel no.: ___________________________ E-mail: ___________________________

Address:

Please include any additional information on the back of this sheet. Please send this form to: Botanist, Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C, Tallahassee, FL 32303. THANK YOU!
FLORIDA NATURAL AREAS INVENTORY

FIELD REPORT FORM - OCCURRENCES OF SPECIAL ANIMALS

Scientific Name: ____________________________________________
Common Name: _____________________________________________
Basis for Identification: ______________________________________

County: ____________________________
Date observed: ________________
Investigator: _____________________

Location of Animal (please attach map and give specific directions; if possible, mark site on copy of USGS 7.5 minute topo map or draw detailed map on back of this page):
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Describe habitat/plant community, list dominant species:
__________________________________________________________________________
__________________________________________________________________________
__________________________

Extent of this habitat at site that may support animal (e.g., acres, miles)
Number of individuals (or nests, burrows, etc.) seen:

Estimated no. of individuals in population:

Age/population structure (adults, young, etc.):

Ecological/behavioral notes (e.g., reproductive stage, activity type, feeding, flying, nesting):
__________________________________________________________________________
__________________________________________________________________________

Have you seen this species at the same location in the past? Yes _____ No _____
If yes, please give date(s): ____________________________ Previous condition: ___
Is there evidence of disturbance at the site? Yes _____ No _____
If yes, please describe:
__________________________________________________________________________
__________________________________________________________________________

Owner(s) of site: ______
Is owner protecting this animal? Yes _____ No ______

Conservation/Management Needs
__________________________________________________________________________
__________________________________________________________________________

Comments (other useful information concerning this animal and site - e.g., names and addresses of individuals who might be helpful, publications, museum specimen numbers, etc.)
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

(please include any additional information on the back of this sheet.)

Additional forms may be obtained upon request. Please send completed field report forms to:

Zoologist
Florida Natural Areas Inventory
1013 Thomasville Rd., Suite 200/C
Tallahassee, FL 32303; ph. (850) 224-6207
Fax (850) 681-9364; chipes@fnai.org

Submitted by: ____________________________
Affiliation: ______________________________
Address: ________________________________
Phone: ______________________ Date: _____________

** note: each form should include only one species, one locality, and one date
### Florida Natural Areas Inventory - Natural Community EOR Form (pg 1 of 2)

**Survey site:**

**Surveyors:**

**Polygon # or ID:**

**Date:**

**GPS file #:**

**Lat:**

**Long:**

**Photo #:**

**Comments:**

**Directions/locational comments:**

**Community type:**

**Soil series:**

**Source:**

### Dominant Vegetation Within 20m Radius of Observation Point:

<table>
<thead>
<tr>
<th>STRATA</th>
<th>cov</th>
<th>ht cl</th>
<th>DOMINANT SPECIES COVER: Scientific name - Braun/Blanquet scale</th>
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<td>emergent tree</td>
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<td>canopy</td>
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<tr>
<td>sub-canopy</td>
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<tr>
<td>tall shrub/ sapling</td>
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<tr>
<td>short shrub/ sapl, seedl.</td>
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<td>fern</td>
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<td>vine / liana</td>
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*Cover Class - Use Braun/Blanquet scale: 1=0-1% 2=1-5% 3=5-25% 4=25-50% 5=50-75% 6=75-100% *

*Height Class - 1=0.5m 2=0.5-2m 3=2-5m 4=5-10m 5=10-15m 6=15-20m 7=20-35m 8>35m*

### Succession Comments

**Canopy Age**

1. old growth
2. older mature
3. mature

**Succession Comments (tree size, structure, age, etc.):**

### Nature of Disturbance

1. firebreaks
2. ORV trails or roads
3. agriculture
4. wildlife food plots
5. forestry site prep.
6. logging activities
7. animal digging
8. ditching or hydrologic
9. shrub encroachment
10. exotic encroachment
11. natural disturbances

**Disturbance Comments:**

### Hydrologic Alteration

1. shrub encroachment
2. fire breaks
3. ditching
4. roads
5. impoundment

**6 dams in watershed**

**7 canals**

**8 salt water intrusion**

**9 groundwater drawdown**

**10 cause unknown**

**Comments/evidence:**

### Past Fire

1. not suppressed
2. suppressed

**3 not applicable**

**4 unknown**

### Management Comments
**OBSERVATION POINT FORM (pg. 2 of 2)**

EORANK: (summary of factors such as quality, condition, viability, defensibility, etc.)
- A Excellent
- B Good
- C Marginal
- D Poor

EORANKDATE: ____________________________

EORANKCOM: ____________________________

COMMUNITY DESCRIPTION (EODATA)

_____________________________________

_____________________________________

_____________________________________

LANDSCAPE CONTEXT

_____________________________________

_____________________________________

PLANT CHECKLIST

<table>
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<tr>
<th>CANOPY &amp; EMERGENTS</th>
<th>%</th>
<th>SHORT SHRUBS</th>
<th>%</th>
<th>HERBACEOUS</th>
<th>%</th>
<th>CANOPY/TALL SHRUBS</th>
<th>%</th>
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</thead>
</table>

A = abundant, C = common, O = occasional, R = rare

Revised 9/23/2002
APPENDIX F

EXOTIC PEST COUNCIL'S
LIST OF FLORIDA'S MOST INVASIVE SPECIES
DEFINITIONS: *Exotic*—a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. *Native*—a species whose natural range included Florida at the time of European contact (1500 AD). *Naturalized exotic*—an exotic that sustains itself outside cultivation (it has not "become" native). *Invasive exotic*—an exotic that not only has naturalized but is expanding on its own in Florida plant communities.


LIST PREPARED BY THE Florida Exotic Pest Plant Council's

PEST PLANT LIST COMMITTEE:

*Keith A. Bradley*, Institute for Regional Conservation, 22601 S.W. 152nd Ave., Miami, FL 33170  
*Kathy Craddock Burks (CHAIR)*, Invasive Plant Management, Florida Dept. of Environmental Protection, 3800 Commonwealth Blvd., MS 705, Tallahassee, FL 32399  
*Nancy Craft Colie*, Botanist Emeritus, Division of Plant Industry, Florida Dept. of Agriculture and Consumer Services, 22804 N.W. CR-2054, Alachua, FL 32615  
*James G. Duquesnel*, Florida Park Service, Fla. Dept. of Environmental Protection, P.O. Box 487, Key Largo, FL 33037  
*Edward Freeman*, The Nature Conservancy, 1413 Boulevard of the Arts, Sarasota, FL 34236  
*David W. Hall*, Private Consulting Botanist, 3666 N.W. 13th Place, Gainesville, FL 32605  
*Roger L. Hammer*, Miami-Dade Parks Department, Castellow Hammock Nature Center, 22301 S.W. 162nd Ave., Miami, FL 33030  
*Kenneth A. Langeland*, Center for Aquatic and Invasive Plants, IFAS, University of Florida, 7922 N.W. 71st St., Gainesville, FL 32606  
*Robert W. Pemberton*, Agricultural Research Station, U.S. Department of Agriculture, 2305 College Ave., Ft. Lauderdale, FL 33314  
*Daniel B. Ward*, Department of Botany, 220 Bartram Hall, University of Florida, Gainesville, FL 32611  
*Richard P. Wunderlin*, Institute for Systematic Botany, Department of Biological Sciences, University of South Florida, Tampa, FL 33620

For more information on invasive exotic plants, including links to related web pages, visit the Florida EPPC web site: http://www.fleppc.org

5/20/03
### Category I - Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Reg.</th>
<th>Gov.</th>
<th>Dis.</th>
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<td>Acacia</td>
<td>earleaf acacia</td>
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<tr>
<td>Acacia auriculiformis</td>
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<td>Albizia julibrissin</td>
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<td>Ardisia elliptica</td>
<td>shoebbutton ardisia</td>
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<td>Bauhinia variegata</td>
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<td>Bischofia javanica</td>
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<td>Calophyllum antillanum</td>
<td>santa maria (“mast wood,” “Alexandrian laurel” used in cultivation)</td>
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<td>Casuarina equisetifolia</td>
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<td>Pará grass</td>
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</table>
**Category II - Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. These species may become ranked as Category I, if ecological damage is demonstrated.**

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Reg. Dis.</th>
<th>Gov. List</th>
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<td>Agave sisalana</td>
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<td>Aleurites fordi</td>
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<tr>
<td>Alstonia macrophylla</td>
<td>devil-tree</td>
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<td>Alternanthera philoxeroides</td>
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<td>Antigonon leptopus</td>
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<td>Aristolochia littoralis</td>
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<td>Asystasia gangetica</td>
<td>Ganges primrose</td>
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<td>Begonia cucullata</td>
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<td>Broussonetia papyrifera</td>
<td>paper mulberry</td>
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<td>Calisias fragrans</td>
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<td>Casuarina cunninghamiana</td>
<td>Australian pine</td>
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<td>Cecropia palmata</td>
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<td>Cestrum diurnum</td>
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<td>Chamaedorea seffrizi</td>
<td>bamboo palm</td>
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<td>Cyperus involucratus</td>
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<td>(C. alternifolius mis-applied)</td>
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<td>Cyperus prolifer</td>
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<td>Indian rosewood</td>
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<td>Elaeagnus pungens</td>
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<td>Epipremnum pinnatum</td>
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<td>Ficus altissima</td>
<td>false banyan,</td>
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<td>Flacourtia indica</td>
<td>governor's plum</td>
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<td>Hemarthria altissima</td>
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<td>Hibiscus tiliaceus</td>
<td>mahoe.</td>
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<td>Ipomea fistulosa (= I. carnea ssp. fistulosa)</td>
<td>shrub morning-glory</td>
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<td>Jasminum sambac</td>
<td>Arabian jasmine</td>
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<td>Kalanchoe pinnata</td>
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APPENDIX H

COMMENTS OF FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION
October 31, 2003

Mr. Brian Zielinski, Wildlife Biologist
Florida Fish and Wildlife Conservation Commission
1326 Hazen Road
DeLand, Florida 32720

RE: Property (Kaye) located on Spruce Creek in eastern–central Volusia County

Dear Mr. Zielinski;

In follow-up to our recent conversation, enclosed is a copy of the management plan for the above referenced property that has been acquired by the County with the assistance of the Florida Communities Trust (FCT) of the Florida Department of Community Affairs. This document was prepared in accordance with the management plan guidelines and checklist of the FCT and has been reviewed by that office.

As a matter of routine, the FCT requests that management plans be forwarded to the Commission for the purpose of soliciting comments on provisions related to wildlife protection and management. Accordingly, I would appreciate receiving any comments regarding this topic. Concerns that may be expressed will be appropriately addressed in subsequent revisions of the management plan.

Your assistance in this endeavor is appreciated. Should you have any questions or wish or discuss this matter further, please do not hesitate to contact me at the above telephone number or by e-mail at eisenhour@co.volusia.fl.us.

Sincerely,

Ed. Eisenhour
Planner

cc: William Gardner, Land Acquisition Manager

0-173
From: "Zielinski, Brian" <Brian.Zielinski@fwc.state.fl.us>
To: <eisenhour@co.volusia.fl.us>
Date: 11/18/03 10:35AM
Subject: Mgmt. Plan Comments

Mr. Eisenhour,

Sorry for the delay on the mgmt. plan comments, but things have been busy with the start of regular gun season for deer. Attached are my comments for both the Catholic Diocese Tract and the Spruce Creek Preserve, with some repetition between the two. The plans were concise and comprehensive, overall very good. Just let me know if I can provide any further assistance <<Volcounty2003.doc>> tance in the future.

Thank You,

Brian M. Zielinski
Wildlife Biologist
FL Fish and Wildlife Commission
1326 Hazen Rd.
DeLand, FL 32720
(386) 740-7107 (Home)
(386) 943-8653 (Fax)
Mr. Ed Isenhour,

Upon review of the Mgmt. plans for both the Catholic Diocese Tract and the Doris Leeper Spruce Creek Preserve, I would offer the following comments for consideration during future revisions.

**Catholic Diocese Tract:**

1. When discussing the use of prescribed fire as a mgmt. tool for habitat, it may be beneficial to describe in detail your desired goals, along with the seasonal timing of fire and relative frequency. For example, would burns be conducted during the growing season or dormant season, and what would be your goals of either one with regard to habitat mgmt.?

2. With regard to the bahia grass removal on the canal, would this likely be accomplished by mechanical or chemical means, or both?

3. Although not clearly stated on top of p. 32, I suspect that feral pig removal will be done through trapping?

4. Detailed plant and animals surveys are mentioned throughout the mgmt. plan - will these be conducted by County personnel or privately contracted? And will they be conducted according to FNAI standards?

5. Will a day use permit be needed to recreate on the area? or will there be any associated user fees or camping fees?

**Doris Leeper Spruce Creek Preserve:**

1. Although prescribed fire will not be a frequently used tool for habitat mgmt. on this parcel, defining your goals would still be important as in #1 above.

2. Detailed plant and animals surveys are mentioned throughout the mgmt. plan - will these be conducted by County personnel or privately contracted? And will they be conducted according to FNAI standards?

3. Will a day use permit be needed to recreate on the area? or will there be any associated user fees or camping fees?

Hopefully these comments will provide some benefit to you during the review process, but overall it appears the mgmt. plans are well written, concise, and holistic from a mgmt. standpoint, covering all the required basis. If I can be of any further assistance please let me know.

Sincerely,
Brian M. Zielinski, FWC Biologist
APPENDIX I

DESCRIPTIONS OF FLORIDA MASTER SITE FILE RESOURCES
METHODS FOR SITE DETECTION

- no field check
- exposed ground
- literature search
- posthole digger
- informant report
- auger-eagle
- screened shovel

Other/Remarks (eg, size, depth, pattern of units, screen size)

METHODS FOR SITE BOUNDARIES

- X bounds unknown
- remote sensing
- large exposed ground
- literature search
- posthole digger
- block excavate
- auger-eagle
- screened shovel

COLLECTION STRATEGY

- unknown
- excavate (all artifacts)
- selective (some artifacts)
- unexcavated (not by excavator)
- controlled (by excavator)

COLLECTION STRATEGY (Strategy, Categories)

ARTIFACT CATEGORIES

- unknown
- slab
- mottled-brick
- ceramic-shards
- ceramic-fragments
- glass
- metal
- bone
- worked stone
- worked shell
- worked bone
- worked metal

SITE EXTENT

Size (m²): Unknown
Depth/Stratigraphy of Cultural Deposit: Unknown

Perpendicular Dimensions: -- m
Direction by: -- m
Direction

SPACE COLLECTED

Surface: # units
Total area: -- m²
Excavation: # units
Total vol: -- m³

TOTAL ARTIFACTS

Count or Estimate: Surface #: --
Subsurface #: --

DIAGNOSTICS (TYPE OR MODE & FREQUENCY)

1: N= 4
2: N= 5
3: N= 6
4: N= 7

Remarks

TEMPORAL INTERPRETATION

Components: single
prob single
prob multiple
multiple
uncertain

Describe each occupation separately. For each, estimate begin, end dates, BP; scale; if absolute dates, give method, lab, id, date, range, etc.

ENVIRONMENT

Nearest Fresh Water: Spruce Creek
Distance (m): 50

Natural Community:
Local Vegetation:
Topographic Setting: STSC Creekshore 1RD
Present Land Use: Hunting

SCS Soil Series: Paola fine sand, 0-8% slope
Association: Daytona-Paola Estatula

SITE INTEGRITY

Overall Disturbance: Xnone
Nature of Disturbances/Threats:

INFORMANT(S): Contact Information
Ray Goodrich

REPOSITORY

Field Notes, Artifacts: Volusia County
Photographs (negative nos)

MANUSCRIPTS OR PUBLICATIONS ON THE SITE

RECOMMENDATIONS FOR SITE ASSESSMENT SURVEY

NARRATIVE DESCRIPTION: Attach information on site discovery, history, current integrity, apparent threats, environment, and your temporal and functional interpretations.

MISSION OF SIGNIFICANCE: Attach justification for recorder's evaluation (Page 1).

REQUIRED: USGS MAP OR COPY WITH SITE LOCATION MARKED
ARCHAEOLOGICAL SITE FORM

GENERAL INFORMATION

Electronic form used: Archaeological Site Form Version 2.3 of 5/97
Site #8: 1070147
First site form recorded for this Site? Original documentation site not recorded at FSF
Identifying code (field date, if none then form date): 199811
Recorder #: TURNAROR8
Field date: 11/12/1998
Form date: 04/14/1999
Site name: KINGS ROAD CAUSEWAY
Alternate names: ** blank **
Survey name: TURNBULL COLONY SURVEY
Mult. list #8: ** blank **
Survey #: ** blank **
National Register category: Site such as battlefield, park, archaeological
Ownership: Unknown **
USGS map name & year of publication/revision: NEW SMYRNA BEACH/1993
County: VOLUSIA
Township/Range/Section/Qtr: 16 South/33 East/34/**
Irregular section: NO
Landgrant: ** blank **
Tax parcel number: ** blank **
C: ** blank **
Current city limits: Unknown relationship to boundaries of city
M: Zone/Easting/Northing: 17S01000/321860
Address/Vicinity of Route to: ** blank **
Name of public tract: ** blank **

TYPE OF SITE

Type of site: Historic road segment
Other site type: ** blank **

HISTORIC CONTEXTS

Historic contexts: Other, please describe or elaborate (with dates)
Other cultures: CROSSING OF SPRUCE CREEK MAY BE PART OF KINGS ROAD

SURVEYOR'S EVALUATION OF SITE

Potentially eligible for local designation? Insufficient information to render an opinion
Name of Local Register eligible for: ** blank **
Individually eligible for National Register? Insufficient information for independent NR eligibility
Potential contributor to NR District? Data insuff. to judge contribution to NR district
Explanation of evaluation: IF PART OF KINGS ROAD, THEN SIGNIFICANT AS AN EXTANT PORTION OF THIS IMPORTANT TRANSPORTATION ROUTE
Recommendations for site: PRESERVE AND CONDUCT ADDITIONAL RESEARCH

FIELD METHODS:

Methods for site detection: Informant report
Methods for site boundaries: Other (describe in uncoded or continuation field)
No ice, depth, pattern of tests; screen: USGS MAP

SITE DESCRIPTION

tent size (sq m): 1
Depth/stratigraphy of cultural deposit: ** blank **
Temporal interpretation — Components: Components unknown

Specify each occupation: **blank**

Site integrity — Overall disturbance: Minor

Disturbances/threats/protections: NEGLECT DESTRUCTION

Area collected (sq m): 1

Surface collection — # units: **blank**

Excavation — # noncontiguous areas: **blank**

ARTIFACTS

Total # artifacts: **blank**

Count or estimate? **blank**

Surface artifacts #: **blank**

Subsurface artifacts #: **blank**

COLLECTION STRATEGY Uncollected: NO COLLECTION was made. Uncollected: NO COLLECTION was made

ARTIFACTS: Category/Disposition **blank**

Other (Strategy, Categories) SHELL CAUSEWAY ACROSS SPRUCE CREEK

DIAGNOSTICS: Type/Number **blank**

ENVIRONMENT

Nearest fresh water type: Unknown

Nearest fresh water name: UNKN

Nearest fresh water distance (m): **blank**

Natural community: Estuarine tidal marsh (floral based)

Local vegetation: **blank**

Topography: Wetland-saltwater

Her, uncoded topographic setting: **blank**

Minimum elevation (m): **blank**

Maximum elevation (m): 1

Present land use: UNKNOWN

SCS soil series: TURNBULL BUCK

Soil association: MYAKKA-SMYRNA-IMMOKALEE

FURTHER INFORMATION

Informant(s) name: DOROTHY L. MOORE

Informant address/phone: POB 504, NEW SMYRNA BEACH, FL 32170/904-427-4627

REPOSITORIES: Collection/Housed/ACC# Describe **blank**

RECORER Name: ROBERT J. AUSTIN

Recorder address/phone: POB 2818, RIVERVIEW, FL 33568/813-577-2280

Affiliation: Southeastern Archaeological Research Inc.

Other affiliation: **blank**

Is text-only supplement file attached (Surveyor-only)? Yes, text-only supplement file is on the disk.
Figure 11. Locations of Archaeological Sites Documented During the Turnbull Project Survey. Also Shown are Previously Recorded Sites with Possible Colonial-Period Components that were not Investigated in this Project.
ARCHAEOLOGICAL SITE FORM

GENERAL INFORMATION

Electronic form used: Archaeological Site Form Version 2.3 of 5/97
Site #8: VQ07160
First site form recorded for this Site? Original documentation site not recorded at FSF
Identifying code (field date, if none then form date): 109812
Recorder #: TURNAROR21
Field date: 12/16/1998
Form date: 04/16/1999
Site name: POWER LINE SITE
Alternate names: ** blank **
Survey name: TURBULL COLONY SURVEY
Multi. list #8: ** blank **
Survey #: ** blank **
National Register category: Site, such as battlefield, park, archaeological
Ownership: Private-corporate-for profit
USGS map name & year of publication/revision: NEW SMYRNA BEACH/1993
County: VOLUSIA
Township/Range/Section/Qtr: 16 South/33 East/34/**
Irregular section: NO
Landgrant: ** blank **
Tax parcel number: ** blank **
City: NEW SMYRNA BEACH
Current city limits? Definitely within the limits of city
M: Zone/Easting/Northing: 17100720/3215540
Address/Vicinity of/Route to: ** blank **
Name of public tract: ** blank **

TYPE OF SITE

Type of site: Building remains-e.g., wall, chimney, foundation
Other site type: ** blank **

HISTORIC CONTEXTS

Historic contexts: Historic unspecified**
Other cultures: POSSIBLE BRITISH OR 2ND SPANISH PERIOD SITE

SURVEYOR'S EVALUATION OF SITE

Potentially eligible for local designation? Insufficient information to render an opinion
Name of Local Register eligible for: ** blank **
Individually eligible for National Register? Insufficient information for independ NR eligibility
Potential contributor to NR District? Data insufficient to judge contribution to NR district
Explanation of evaluation: STRUCTURAL REMAINS FROM POSSIBLE BRITISH OR 2ND SPANISH PERIOD SITE
Recommendations for site: CONDUCTION ADDITIONAL RESEARCH

FIELD METHODS

Methods for site detection: Informant report
Methods for site boundaries: Informant report
No, size, depth, pattern of tests; screen: ** blank **

SITE DESCRIPTION

Size (sq m): L

Substratigraphy of cultural deposit: SURFACE
Temporal interpretation -- Components: ** blank **
Describe each occupation: **blank**

Integrity -- Overall disturbance: **Minor**

Disturbances/threats/prot.ctions: **POWER LINE CORRIDOR**

Area collected (sq m): **X**

Surface collection -- # units: **blank**

Excavation -- # noncontiguous areas: **blank**

ARTIFACTS

Total # artifacts: **blank**

Count or estimate? **blank**

Surface artifacts #: **blank**

Subsurface artifacts #: **blank**

COLLECTION STRATEGY **Uncollected: NO COLLECTION was made**

ARTIFACTS: Category/Disposition **blank**

Other (Strategy, Categories) 2-3 COURSES OF CUT COQUINA BLOCKS 6 FT. SO

DIAGNOSTICS: Type/Number **blank**

ENVIRONMENT

Nearest fresh water type: **Unknown**

Nearest fresh water name: **UNKN**

Nearest fresh water distance (m): **blank**

Natural community: **blank**

Local vegetation: **CLEARED**

Topography: **Hill-crest**

Other, un-coded topographic setting: **blank**

Minimum elevation (m): **blank**

Maximum elevation (m): **blank**

Recent land use: **POWER LINE CORRIDOR**

SCS soil series: **PAOLA FINE SAND, 0-8%**

Soil association: **DAYTONA-PAOLA-ASTATULA**

FURTHER INFORMATION

Informant(s) name: **blank**

Informant address/phone: **blank**

REPOSITORIES: Collection/Housed/ACC#/Describe **blank**

RECORER Name: **ROBERT J. AUSTIN**

Recorder address/phone: **POB 2818, RIVERVIEW, FL 33568/813-677-2280**

Affiliation: **Southeastern Archaeological Research, Inc.**

Other affiliation: **blank**

Is text-only supplement file attached (Surveyor-only)? **blank**
Figure 11. Locations of Archaeological Sites Documented During the Tumbull Project Survey. Also Shown are Previously Recorded Sites with Possible Colonial-Period Components that were not Investigated in this Project.
March 1, 2004

Mr. Ed Isenhour
County of Volusia, Div. of Land Acquisition & Management
123 West Indiana Avenue
Deland, FL 32720
FAX: 386-740-5277

Dear Mr. Isenhour:

In response to your Inquiry of March 1, 2004, the Florida Master Site File lists nineteen previously recorded archaeological sites, and three historical structures in the following parcels of Volusia County:

T16S R33E Section 23, 27, 34, 38

In interpreting the results of our search, please remember the following points:

- Areas which have not been completely surveyed, such as yours, may contain unrecorded archaeological sites or historical structures.
- While many of our records relate to historically significant properties, the entry of an archaeological site or an historical structure on the Florida Master Site File does not necessarily mean that the structure is significant.
- Since vandalism is common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- As you may know, federal and state laws require formal environmental review for some projects. Record searches by the staff of the Florida Master Site File do not constitute such a review. If your project falls under these laws, you should contact the Compliance Review Section of the Bureau of Historic Preservation at 850-245-6333 or at this address.

If you have any further questions concerning the Florida Master Site File, please contact us as below.

Sincerely,

[Signature]

Alison McCallum
Historical Data Analyst
Florida Master Site File
Division of Historical Resources

Phone: 850-245-6440
Fax: 850-245-6439
State SunCom: 205-6440
Email: fmsfile@dos.state.fl.us

500 S. Bronough Street • Tallahassee, FL 32399-0250 • http://www.flheritage.com

[Additional contact information]
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2 site(s) evaluated; 22 form(s) evaluated.
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APPENDIX J

VOLUSIA TRAILS PLAN MAP
APPENDIX K

SPRUCE CREEK STATE CANOE TRAIL

and

COMMENTS FROM THE OFFICE OF GREENWAYS AND TRAILS
Spruce Creek Canoe Trail

This trail is located just one mile northwest of New Smyrna Beach.

Spruce Creek Canoe Trail is officially designated as part of Florida's Statewide System of Greenways and Trails. This trail heads upstream and then back downstream to begin and end at its single access point, Rockland Bay. The trail is a 16 mile round trip that threads through a variety of habitats, including dense hardwood forest and coastal saltwater marsh. Look for birds such as great egret, osprey and brown pelican.
October 8, 2003

Ed Isenhour, Planner
County of Volusia
Growth and Resource Management Department
123 West Indiana Avenue, Room 201
DeLand, FL 32720-4606

Dear Mr. Isenhour,

I am writing to follow up on an email that I recently sent you regarding trail signage guidelines. Since the Spruce Creek Canoe Trail is designated as part of the Florida Greenways and Trails System, you may want to post the enclosed signs at appropriate locations on the trail. Please contact me if you'd like more signs or if you have any questions or concerns regarding this or any other trails issues.

Sincerely,

[Signature]
Capehart Perkins
Greenways and Trails Coordinator

Enclosure
Spruce Creek Canoe Trail

Counties: Volusia
Mileage: 16
Skill Level: Beginner
Difficulty: Easy
Usual Current: Slow (0-1 mph)

Votes and Precautions
The trail begins and ends at Strickland Bay, the only access point. Spruce Creek is influenced by tides.

Access
1. Spruce Creek Park and Strickland Bay – Take Dunlawton Avenue (SR 421) east from I-95 interchange. Turn south on Nova Road (Hwy. 5A) then south on US 1 for about one mile to Spruce Creek Park.

There may be access points (both public and private) in addition to those listed here. Please remember that some sites require a fee for launching and/or parking.

www.floridagreenwaysandtrails.org

O-199
Designated as part of The Florida Greenways & Trails System

Florida Department of Environmental Protection
Office of Greenways & Trails
www.floriadepartmentofenvironmentalprotection.org

Connecting Florida's Communities
GREENWAYS & TRAILS

S. Earl O. Kessinger
MANAGEMENT PLAN

STANAKI PROPERTY
08-004-FF8

Respectfully submitted by

CITY OF
PORT ORANGE

FLORIDA COMMUNITY TRUST
FLORIDA FOREVER PROGRAM

March 2009

1000 City Center Circle
Port Orange, FL 32129
386-506-5501
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INTRODUCTION

Section 1

1.1 The Stanaki property is located in the southern section of Port Orange, Florida. Adjacent to the Doris Leeper Spruce Creek Preserve (DLSC Preserve), the subject property was targeted for inclusion in the preserve for years and now will be included within the DLSC Preserve boundary. The property runs north to south along the eastern side of Interstate 95. The land use for the 225 acres is a mix of Agriculture/Rural Residential 0-2 units/acre, Residential 2-4 units/acre, and Commercial (47 acres). To the north of the project is the Outstanding Florida Water Spruce Creek.

1.2 Composed of three parcels, (6329-00-00-0056, 6332-00-00-0020, 6333-00-00-0090) the Stanaki property was characterized as environmental gem. Governor Bush and his Cabinet cited it as a priority purchase under the environmental land-buying program, Florida Forever in 2003. Since the formation of the DLSC Preserve, the Stanaki property was identified for acquisition under the Preserve’s acquisition plan. It is also the last great land acquisition project that will complete the DLSC Preserve.

1.3 The State’s Land Acquisition and Restoration Council has designated the DLSC Preserve as a “Group A” project. “Group A” is comprised of projects that have received the highest priority for acquisition. Projects designated as “Group A” have been determined as those, which make the greatest contributions toward achieving the Florida Forever goals, measures, and criteria.

1.4 In December 2007, Port Orange acquired the property to preserve the land and join the parcels into the DLSC Preserve and to be managed by Volusia County through an interlocal agreement between the City and County.

1.5 Grant funding from FCT was used to acquire the Project Site and the Management Plan was developed to ensure that the Project Site will be developed in accordance with the Grant Award Agreement and in furtherance of the purpose of the grant application.

1.6 In addition to the FCT Grant funds, Volusia County’s land acquisition program, Volusia Forever, will be partnering with the City of Port Orange through execution of an interlocal agreement. The City will provide the interlocal management agreement to FCT for review and approval prior to being executed.

1.7 Adjacent land uses to the subject property include the conservation lands of the Doris Leeper Spruce Creek Preserve to the east. To the south, the Agriculture/Rural Residential 0-2 units/acre zoning of the remaining 256 acres of the un-purchased Stanaki tract.
PURPOSE
Section 2

2.1 The proposed acquisition of the Project Site and subsequent FCT grant application were for furthering land conservation goals, increase recreational and educational opportunities.

2.2 Project Site will be managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site. Intended improvements at the southern end of the property near Martins Dairy Road will be the establishment of a trail spur that will turn north to connect to an existing DLSC Preserve trail. Moreover, a picnic facility along with a hitching post, primitive campsite, and the hiking shelter will be installed. Improvements at the northern section of the property will be the installation of a primitive campsite, hitching post, and a wildlife observation platform. These uses are aligned with the Doris Leeper Spruce Creek Preserve Management Plan.

2.3 At least 12 historical education classes per year conducted by the City of Port Orange on the project site. The programs will be in conjunction with the Port Orange Historical Trust to establish correct historic information. The classes will address the history of Spruce Creek, the history of Timucuan Indians and their reliance on Spruce Creek. In addition, with the historic Old Kings Road on the project site, the class curriculum will incorporate the construction of the road, its beginning and ending points: St. Augustine & the Dr. Andrew Turnbull Smyrna Colony (New Smyrna Beach). Related material that will be covered include Indian Trail markings and local stories.

2.4 Upland and wetland areas will be planted with appropriate species to be compatible for the property’s listed animal species.

2.5 Port Orange’s partner, Volusia County’s Volusia Forever management team, will manage the 225 acres for the conservation, protection and enhancement of natural resources. The City will provide the interlocal management agreement to FCT for review and approval prior to being executed. Port Orange plans to implement the following prioritized management objective plan (see Section 12 Priority Schedule):

a. Archaeological survey of the Old Kings Road and the high probability areas.
b. Establish trail connectors and the proposed trail
c. Install picnic facility, primitive campsites, hitching posts, hiker shelter, and the wildlife observation platform.
d. Install native plant species on the upland and wetland areas of the Project Site
e. Develop educational programs with the Port Orange Historical Trust and present programs 12 times annual.
2.6 The acquisition of the Stanaki property enables the City of Port Orange to fulfill goals, objectives, and policies cited in the Future Land Use, Conservation, and Recreation and Open Space Elements of the City's Comprehensive Plan. Namely, the City can protect environmentally sensitive lands such as floodplains, wetlands, natural ecological communities and potential habitat of endangered and listed species. (Future Land Use Policy 1.3.1). In addition, the project will protect the natural function of the 100-year floodplains of Spruce Creek (Conservation Element Objective 2.1) and incorporate natural open space...as passive recreation space and common open space...intended for recreational purposes (Recreation & Open Space Element Objective Policy 3.2 and 3.3). Finally, the City will continue to work with FDEP, Volusia County, and St. Johns River Water Management District to develop a regional approach to protecting Spruce Creek (Intergovernmental coordination Policy 4.10).

The Stanaki Property Management Plan intends to:

- Develop a management plan that will designate the responsibilities of the City and County in terms of management of the project site.

- Through the management plan define site management duties for City personnel in relation to their specific capabilities.

- Establish a site and capital improvement schedule defining the recreational and landscape improvements as well as the educational programs.

- Establish a set of rules to be posted at all public access points that will serve to guide the public while protecting the sensitive areas of the sites.

- Establish and define areas and elements of interest to the visiting public.

- Create passive recreation opportunities for wildlife observation (platform).

- Enhance the recreational and aesthetic value of the project sites to encourage visitation to the Stanaki property and the Doris Leeper Spruce Creek Preserve.

- Establish a picnic facility; install a hitching post, primitive campsites, and a hiker shelter. Furthermore, install a nature trail and connect to the existing trails identified in Attachment A.

- Supplement the native vegetation with Pine Flatlands and wetland area with native vegetation.

- Exotic removal of Brazilian Pepper (Schinus terebinthifolius) exists along the I-95 property boundary. Eradication of these plants will be phased over a 5 year time period.
2.7 The City’s Community Development Department will prepare pre-application staff report and take the future land use and zoning designation amendments to the City Council for formal approval. The amended future land use and zoning will be modified to open space, conservation or outdoor recreation uses within three years of acquiring the site. Amendments will be transmitted to State of Florida Department of Community Affairs (DCA) for review. Incorporate any changes suggested by DCA. Take the items back to Planning Commission then to Council then to state for final review. A copy of the approved ordinances and designations will be forwarded to FCT.

2.8 The phase “Funding for the acquisition of this site was provided by the Florida Communities Trust and the City of Port Orange” and any other appropriate language will be included in all press releases, project literature, or advertisements.

NATURAL RESOURCES
Section 3

3.1 Natural Communities

There is a variety of land cover on the Stanaki site. The most dominant natural areas are mesic flatwoods, depression marsh, and slash and longleaf pine. Live oaks, southern magnolia and pignut hickory populate the land. On the northern most parcel, a small blackwater stream flows north into Spruce Creek.

Approximately 133 acres of the property is pine flatwood, followed by in measure of 36 acres of shrub and brushland, and then upland mixed coniferous/hardwood. Freshwater marshes and wetland forested mix make up just over 6 acres and roughly 4.5 acres respectively, and emergent aquatic vegetation composes less than 5 acres.

The different communities are in a healthy state, however, the water features have suffered from recent drought conditions. Because of the remoteness of the property, human disturbance is limited and the site is holds true to its untouched beauty that the Native Indians would have found many years ago before European man arrived in the New World. In addition to these communities, the property contains good reasonable distribution of palmetto and wiregrass.

This survey will also include a review of the Project Sites to identify any new listed species to be logged and reported to the Florida Natural Areas Inventory (FNAI) on the appropriate FNAI forms (see Attachment F).

Pursuant the City’s agreement with Volusia County, management of the property is under the direction of the County. The City will provide the interlocal management agreement to FCT for review and approval prior to being executed. They will work collaboratively with Florida Fish and Wildlife Conservation
Commission’s Office of Environmental Services to protect and encourage wildlife species utilization of the Project Site. When issues arise, they will act positively.

The City will implement a photo-monitoring program of selected natural communities on the project site and of any areas on the site being restored. The photos will be incorporated into the annual stewardship report. Four photo-monitoring sites have been identified and are cited in Attachment I. The sites focus on the water features of the property and the Gopher Tortoise areas. This effort will begin 2009 for inclusion in the 2010 Stewardship Report.

A survey of the site for the presence, quality and quantity of any listed plant species or imperiled community should be completed (or perhaps in the instance of minor activity, undertaken concurrently with initiation) of site development. The draft indicates site development is proposed for the period of Jan. 2011 - Dec. 2012.

Strategies for preventing the loss/disturbance of identified plant species or imperiled community would include relocation of a proposed facility/use, implementing appropriate resource management activities to protect and further the viability of an identified species or community, etc. The measures to be undertaken will be dependent upon the survey results.

3.2 Listed Species

The project site contains scrub and pine flatwoods communities that provide habitat for various listed animal species. These species include gopher tortoise, Cooper’s Hawk, Florida Mouse, and the Florida Scrub Jay. The sand pine community is recognized as providing habitat for gopher tortoises. During a brief walking survey of the property, three (3) active gopher tortoise holes were spotted on the property.

The following is the Stanaki Property Vegetation and Wildlife Survey developed by the City’s Registered Landscape Architect (RLA).

Native Trees
Slash Pine
Longleaf pine
Live Oaks
Southern Magnolia
pignut hickory

Native Shrubs/Vines
Saw Palmetto
Wax Myrtle

Exotics
Brazilian Pepper (Schinus terebinthifolius)
Fauna
Gopher Tortoise    Cooper's Hawk
Florida Mouse     Florida Scrub Jay

3.3 Water Quality
There are marshes and small wetlands on the project site and one natural major
waterbody. On the most eastern section of the project site near Martin's Dairy
Road is a small blackwater stream flows north to Spruce Creek; a State
designated Outstanding Florida Water (OFW). Preserving the 225 acres
removes the potential of residential development that was planned and permitted
for the property. Restoration and the restriction of activities on the site will stop
any future environmental degradation of the property and the waters of Spruce
Creek.

3.4 Unique Geological Features
There are no unique geological features on the sites.

3.5 Upland and Wetland Restoration
Port Orange intends to restore significant portion of the Pine Flatlands will be
supplemented with native vegetation. Approximately 2500 Slash Pine seedlings,
5000 Saw Palmetto (bareroot) and 2000 Wax Myrtle shrubs (1 gallon, bareroot)
shall be planted. In addition, a portion of the wetland area will be supplemented
with native vegetation. Approximately 500 Bald Cypress seedlings (bareroot),
5000 Sand Cordgrass (bareroot), 1000 Arrowhead (bareroot) and 1000 Soft-stem
Buhrush (bareroot) shall be planted.
SITE DEVELOPMENT, IMPROVEMENT, and ACCESS

Section 4

4.1 Physical Improvements
Port Orange plans to improve recreational opportunities on the Stanaki property by installing a hiker's shelter, hitching posts, and primitive campsite. Moreover, a picnic shelter, a wildlife observation platform, and trail improvements are planned. Native landscaping materials to restore the upland and wetlands areas are proposed.

Traversing across the property is a trail that measures some 1,500 feet. The clearing area for the two primitive campsites will measure roughly 10 ft. x 10 ft. Because the intent is to provide primitive camping facilities, sanitary facilities will be the responsibility of the individuals visiting the property. In addition, trash collection will be dependent upon visitors as well. The wildlife platform will rise four feet off the ground and measure 10 ft. in length and 15 ft. in width. No mountain bike racks or water fountains will be provided.

The existing parking area located at the northern end of Martin's Dairy Road consists of no uniformed spaces but is, like the landscape, natural. Approximately one-half to three-quarters of an acre in size, there is space enough to park roughly 20 cars at the Martin's Dairy Road Trailhead. Cars can park next to the trailhead split rail fence that prevents vehicle access to the preserve or park along the tree line.

Volusia County is the manager of the Doris Leeper Spruce Creek Preserve (DLSCP). The County, by assuming a similar role for the Stanaki property, will further management of the Preserve in a unified, holistic, manner. For example, the existing trailhead/parking area located at the northern end of Martins Dairy Road will also support the proposed uses for the Stanaki property, which augment and compliment the uses found on the DLSCP. Those uses include hiking and multi-use trails, camping, canoeing, equestrian trails, and support facilities such as picnic tables and parking (see Attachment A -DLSCP Master Plan). This will also promote the efficiency and effectiveness of land management activities such as exotic plant control and resource management activities.

A project sign will be installed near the Martin’s Dairy Road trailhead site stating the City of Port Orange owns the property and the acquisition of the property was funded in part by a grant from the Florida Communities Trust (FCT). The sign shall be at least 3’ x 4’ in size and read “Funding for the acquisition of this site was provided by the Florida Communities Trust and the City of Port Orange.”

Access to the subject property will be from the existing road network of Pioneer Trail then north on Martin’s Dairy Road. Through an agreement, Volusia County will management the property.
4.2 Parking
As mentioned above, public access and parking will be at the Martin's Dairy Road trailhead site.

4.3 Stormwater
There are no stormwater retention activities planned.

4.4 Permits and Lease
Appropriate permits required by the City's Community Development Department will be acquired prior to the improvements are initiated. The St. Johns River Water District and the Florida Department of Environmental Protection will be contacted if any permits are required for the wildlife observation platform. Port Orange and Volusia County will enter into an agreement that assigns the responsibility of managing the subject property with the county.

4.5 Hazard Mitigation
Only the southern section of the 225-acre property is located in a flood zone. In fact, a flood designation A - 100 year flood area. The required Flood Map is attached. Running from west to east on a southern direction is a 30' Florida Gas line easement. Because this is a major transmission line that eventually makes it way to Miami, precautionary practices are used in and around this area.

4.6 Recreational Trail
Where designated, a new nature trail will be established to provide exercise opportunities. Also, the new trail will be connected to the existing preserve trail that circulates around the parameter of the property (See attached Attachment A).

RESOURCE MANAGEMENT
Section 5

5.1 Upland & Wetland Restoration and Landscaping
The site is full of native trees and plants, the proposed landscaping improvements will focus on the southwest section of the project site. The restoration efforts in the upland are consist of approximately 2500 Slash Pine seedlings, 5000 Saw Palmetto (bareroot) and 2000 Wax Myrtle shrubs (1 gallon). In the designated wetland area the existing species will be supplemented with native vegetation. In the order of 500 Bald Cypress seedlings, 5000 Sand Cordgrass (bareroot), 1000 Arrowhead (bareroot) and 1000 Soft-stem Bulrush (bareroot) shall be planted.

5.2 Removal of Invasive Exotics
With the assistance of the City's Registered Landscape Architect (RLA), Port Orange has identified the areas where Brazilian Pepper (Schinus terebinthifolius) are located. In partnership with Volusia County, removal of the invasive exotics will occur. This removal list derives from the survey of the property performed by the RLA. The survey would utilize the Exotic Pest Plant Council's List of Florida's
Most Invasive Species (see Attachment G.). Determination of the affected areas needs, and requirements will begin in 2010. Treatment is scheduled for 2011.

An annual review of the Project Sites will be implemented by the City’s RLA to identify invasive non-native and nuisance native plant species. This on-going monitoring will look for reinfestation and retreat, as necessary. Limited maintenance of the site will be required. The landscape will remain natural. Only consideration will be fire management in terms of firebreaks under the control of Volusia County.

5.3 For a complex variety of reasons, among, but not limited to, fuel types and loading, extensive frontage upon Interstate 95, surrounding residential land uses, and proximity to the New Smyrna Beach Airport, safe and effective use of prescribed fire at this location is highly problematic. Accordingly, the County as part of a regime of site management does not propose to include the use of prescribed fire. Other alternatives (e.g. mechanical) would be considered, as appropriate. Should prescribed fire be desired, the County would consider supporting the City in this endeavor. However, the City would be the lead/responsible entity. The County would strive to protect the site from wildfire through the construction and maintenance of appropriately placed firebreaks.

5.4 Removal of Feral Animals
Under management responsibilities outlined previously, Volusia County will monitor for the presence of and remove any feral animals. Determination of need and requirements planned in 2009, Removal initiation is slated for 2010. Monitor and removal responsibilities will be on-going.
MANAGEMENT NEEDS and IMPLEMENTATION of the MANAGEMENT PLAN

Section 6

6.1 Easements, Concessions, and Leases
There are three existing easements on the Stanaki project site. A Florida Gas Easement Line that measures some 30 feet across, a 50 foot drainage easement on the southern section, and on the northern most parcel a Florida power & Light easement.

FCT Provisions
The City of Port Orange City Manager’s Office will provide Florida Communities Trust 60 days prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, any use other than by a member of the public, and management contracts of the project site with non-governmental persons or organizations. Furthermore, the City Manager’s Office will request written approval from the Florida Communities Trust before undertaking any site alterations or physical improvements not addressed in the FCT approved management plan.

All revenue generated at the project site will be placed in a separate account and go to the upkeep and maintenance of the project site in order to be within allowable limits set by the Internal Revenue Service. Copies of revised documents will be reviewed by FCT before they are executed.

Volusia County is the manager of the Doris Leeper Spruce Creek Preserve. Port Orange will enter into an interlocal agreement with the county to assign the management of the property with the county. The agreement will be reviewed and approved by FCT Staff. The County, by assuming a similar role for the Stanaki property, will further management of the Preserve in a unified, holistic, manner. For example, the existing trailhead/parking area located at the northern end of Martins Dairy Road will also support the proposed uses for the Stanaki property.

The County is the manager of the Doris Leeper Spruce Creek Preserve. The County, by assuming a similar role for the Stanaki property, will further management of the Preserve in a unified, holistic, manner. This will promote the efficiency and effectiveness of land management activities such as exotic plant control and resource management activities.

Given the limited and low intensity uses proposed for the site, it is anticipated that maintenance requirements will be correspondingly minimal. Routine activities would include mowing, painting, minor carpentry, trail marking, etc.

6.2 Public Access
Public access to the project site will be from the existing Martin’s Dairy Road, which runs north along the eastern portion of the southern parcel and dead ends. A trailhead is located at the ending point of the Martin’s Dairy Road and from there visitors must walk, ride bikes or horses onto the project site.
The access gate just west of the slough at the Martin's Dairy Trailhead will be closed at all times to limit motor vehicles. However, pedestrian access is still possible. Volusia County is the gatekeeper.

6.3 Security
Jurisdiction of the 225 acre Stanaki property is that of the City of Port Orange and its Police Department and Fire & Rescue Department. The property is within Port Orange city limits. Under the conditions of existing mutual aid agreements between Port Orange and Volusia County, the County assists in public safety responsibilities. If an event occurs on the property, the City’s public safety teams will be the first responders.

6.4 Maintenance
Identified in the interlocal agreement, Volusia County will handle maintenance of the property. Whether trash collection or erosion issues, the county will be responsible for addressing maintenance items.

6.4 Staffing
Given the limited and low intensity uses proposed for the site, it is anticipated staffing demands will be correspondingly minimal. Volusia County will manage the Stanaki property based on the interlocal agreement the county and Port Orange entered into. The county forecasts no additional staffing needs to manage the property.

ARCHAEOLOGICAL, CULTURAL, and HISTORIC RESOURCES PROTECTION
Section 7

7.1 Protection of Archaeological and Historical Resources
Although there are no visible archaeological or historic resources remaining on the sites, pre-historic (Native Americans) activity is well documented in and around the project site. Located near Spruce Creek, the Timucuan Indians were active in this area of Florida.

On the project site is the documented path of the historic “Old Kings Road” Master Site File (V000255). The road was establish in the 1760s to connect the capital of East Florida, St. Augustine, and the new established “Smyrna Colony” now located in the area of the modern city of New Smyrna Beach. This segment of the King's Road is known as the “military” the “western route.”

There are numerous historic sites in the general area of the project site. The most notable is less than five miles away, the historic “Spruce Creek Mound.” Listed on the state’s Master Site File (VO00099). The creek served as their transportation route in the area and as such the property was certainly part of the
Timucuan hunting territory, however, no known structures or resources have been documented.

Port Orange will select a professional, registered archaeologist firm to conduct a Phase 1 (shovel testing) archaeological survey of the 225 acres. Based on previous historical survey work conducted by Historical Property Associates of St. Augustine, the new survey will concentrate on the known path of the King's Road.

A report on the findings will be produced and submitted to the FCT staff to keep on file. Also, site file forms along with the final report will be transmitted to the Division of Historic Resources (DHR). Improvements on the Stanaki property will take into consideration the archaeological survey's findings and reasonable accommodations will be actively pursued when constructing the improvements. Any large unmovable resources will be protected by working around them and the City will coordinate with DHR on the protection and complying with provisions found in Chapter 267, Florida Statutes, Section 267.061 2(a) and (b). The Management Plan will be forwarded to the DHR for review. The City of Port Orange plans to incorporate the history of the project site into educational programs planned in compliance with FCT requirements.

If and when evidence of any archaeological and/or historical artifacts are found on the Stanaki project site, the Florida Division of Historical Resources will be notified immediately. The artifacts will be donated to the Port Orange Historical Trust to display to educate the public. In addition, the City will take appropriate measures to protect the resources.

**EDUCATION PROGRAM**

*Section 8*

8.1 To educate visitors the City will partner with the Port Orange Historical Trust to develop an environmental / historical program that targets school age children and adults. In order to distribute the information, twelve (12) sessions, one per month, will be scheduled on the Stanaki Project Site during the year. Informational handouts on historical facts and plant and animal species, including pictures, common and scientific names, and general descriptions will be developed to provide a quality educational experience for visitors. The public will be offered two excursions per year property to augment the 12 program sessions.

The time frame to implement the education sessions will be tied to the improvements of the property. The City plans to implement these efforts in FY 2010-11.

8.2 The City commits to seeking the approval of FCT staff on the educational displays and materials developed and also commits to advising FCT on any updates to the materials or changes to the educational sessions.
Port Orange will install two educational signs on the site. At the western starting point of the newly established Stanaki trial, a sign will identify environmental resources and historical facts like the historic Old Kings Road, which will be the foundation for the trail. Additionally, an information sign will be installed at the southernmost primitive picnic area to provide background information and points of interest about the preserve and the wildlife found within its boundary.

Any revenues (donations) collected from the education sessions will be placed in a separate account by the City of Port Orange and go to the Port Orange Historical Trust for the purpose of researching and documenting the site in order to be within allowable limits set by the Internal Revenue Service.

COORDINATED MANAGEMENT
Section 9

9.1 The City of Port Orange, in cooperation with the County, will continuously monitor the Project Sites to ensure the success of the enhancements planned, public access, and the continuation of the education program in accordance to the Management Plan. The Management Plan will be reviewed and updated annually by the City Manager’s Office as part of the annual FCT stewardship report. The review will include summaries of site improvements, education program activities, wildlife surveys, and public usage.

Florida Communities Trust will be provided an annual stewardship report due April 30, of each year beginning 2010.

9.2 Located within the boundary of the Doris Leeper Spruce Creek Preserve, all maintenance responsibilities for the Stanaki property will be handled by Volusia County pursuant to the management agreement between the City and Volusia County. The interlocal management agreement will be sent to FCT for review and approval prior to it being executed.

9.3 The Port Orange Police Department has law enforcement jurisdiction of the Project Sites.

9.4 Operation hours of the Stanaki and the Doris Leeper Spruce Creek Preserve are from sun up to sun down.
# COST ESTIMATE AND FUNDING SOURCE

**Section 10**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Subtotal</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Land Acquisition</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stanaki property</td>
<td>3 parcels</td>
<td>$5,679,650</td>
<td>FCT- $2,271,860</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>City - $3,407,790</td>
</tr>
<tr>
<td><strong>2. Archaeological Survey (Phase 1)</strong></td>
<td></td>
<td>$15,000</td>
<td>Historic Pres. Grant</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>City Funds</td>
</tr>
<tr>
<td><strong>3. Stanaki Property Improvements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Picnic Tables</td>
<td>1 x $500</td>
<td>$500</td>
<td>FRDAP grant/City</td>
</tr>
<tr>
<td>Hiker Shelter</td>
<td>1</td>
<td>$400</td>
<td>City Funds</td>
</tr>
<tr>
<td>Upland &amp; Wading Bird Restoration</td>
<td>See attached form</td>
<td></td>
<td>City Funds</td>
</tr>
<tr>
<td>Hitching post</td>
<td>2</td>
<td>$150</td>
<td>City Funds</td>
</tr>
<tr>
<td>Trash cans</td>
<td>2 ($150 each)</td>
<td>$300</td>
<td>City Funds</td>
</tr>
<tr>
<td>Overlook Platform</td>
<td>1 (10x10)</td>
<td>$1,000</td>
<td>FRDAP grant/ City</td>
</tr>
<tr>
<td>Signage</td>
<td>4</td>
<td>$500</td>
<td>City Funds</td>
</tr>
<tr>
<td><strong>4. Stanaki Exotic Plant Species Removal</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not available at this TIME</td>
<td>n/a trees</td>
<td>$ n/a</td>
<td>City funds</td>
</tr>
<tr>
<td>(Includes chemical treatments)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**TOTAL**

Minus Land Acquisition: $5,697,500.00 *

*(need Exotic Species Removal price)*
Priority Schedule

Section 11

Prior to beginning any of the improvements cited below, the appropriate permits and approvals will be garnered from the appropriate agency. Proposed improvements will be provided subject to availability of funding.

FY 2009-10

- City initiates monthly educational sessions on the property by the City.
- Conduct a Phase I Archaeological survey of the areas of the project site.
- General maintenance by Volusia County.

FY 2010-11

- Change the land use and zoning.
- General maintenance by Volusia County.
- Monthly history/educational sessions on the property by the City.
- Remove any feral animals from the property landscape.

FY 2011-12

- Remove any exotics from the property landscape.
- Install hiker shelter, picnic tables, hitching posts, primitive campsites, trail, and wildlife observation overlook.
- Plantings in the upland and wetlands areas.
- Install signage.
- General maintenance by Volusia County.
- Monthly history/educational sessions on the property by the City.

FY 2012-13

- General maintenance by Volusia County.
- Monthly history/educational sessions on the property by the City.

FY 2013-14

- General maintenance by Volusia County.
- Monthly history/educational sessions on the property by the City.

FY 2014-15

- General maintenance by Volusia County.
- Monthly history/educational sessions on the property by the City.
### TIME LINE (FY 2010 - 2015)

<table>
<thead>
<tr>
<th>Year</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A,B,C,D</td>
<td>A,B,C,D,E,F</td>
<td>A,C,E,F</td>
<td>A,C</td>
<td>A,C</td>
<td>A,C</td>
</tr>
</tbody>
</table>

A. General Maintenance by Volusia County.
   June 2009 – Dec. 2015

B. Conduct Archaeological Phase 1 Survey
   June 2009 – Dec. 2010

C. Monthly history & educational Session on property by the City.

D. Change property Land Use & Zoning.

E. Remove Exotics

F. Install hiker shelter, hitching post, picnic tables, primitive campsites, trail, and wildlife observation overlook. Install signs
FUNDING SOURCES
Section 12

- Project Site Acquisitions
  [Florida Communities Trust grant (08-004-FF8) and City funds.]

- Site improvements
  [City Funds and State of Florida Dept. of Environmental Protection – Florida
  Recreational Development Assistance Program (FRDAP) grants.]

- Educational Signs
  [City Funds]

- Exotic Tree Species Removal
  [City funds]

- General Maintenance & Repairs
  [Volusia County]

MONITORING and REPORTING
Section 13

13.1 The City of Port Orange, in cooperation with the County, will monitor the Project
Site every six-months to ensure that the implementation of the Management
Plan is occurring in accordingly. The annual FCT stewardship report to be
produced and submitted by the City Manager’s Office will discuss project
progress, site improvements, education program activities, wildlife surveys, and
public usage. A Stewardship report for the Stanaki site is due April 30 of each
year beginning April 30, 2010.

The City’s Special Assistant to the City Manager, Kent E. Donahue, will be the
project’s Key Contact. In addition, Mr. Donahue will be responsible for the
coordination of the site management with Volusia County and for the annual
stewardship report.

13.2 Any proposed modification of the Management Plan and/or undertaking of
alteration or physical improvements at the Project Site that are not addressed in
the approved Management Plan will be drafted for review and approval by the
City Manager and FCT prior to the formal inclusion in to the plan.

13.3 The Management Plan shall include a copy of the recorded deed.

13.4 The Management Plan shall include a copy of the Grant Award Agreement when
they become available.
MANAGEMENT PLAN

Attachment – A  Site Plan & proposed improvements & Doris Leeper Spruce Creek Preserve Master Plan

Legend
- Project Site
- Proposed Utilities Line
- Existing Utilities
- Yard Area to be Planned
- Land Area to be Planned
- Proposed Dam/Retention Area
- Flood Area
- Wastewater Collection System
- Herd Shelter
- Hiking Trail

Attachment A

STANAKI PROPERTY
Proposed Physical Improvements

1 inch equals 1.40 Feet

0-220
MANAGEMENT PLAN

Attachment – B  100-Year Flood Plain

Legend
- Subject Property
- Flood Zone
  - Zone A - Areas of 100 year flood plain
  - Zone X - Areas of 500 year flood plain
  - Water Feature

Attachment B
STANAKI PROPERTY
Flood Zone

Reference: FEMA F 127 2003 938 Map
1 inch equals 2000 feet
MANAGEMENT PLAN

Attachment – C  Project Site Recorded Deeds
MANAGEMENT PLAN

Attachment – D  Project Grant Award Agreements (GAA)
ATTACHMENT - F

Florida Natural Areas Inventory (FNAI) Form & Special Animals Form
[Plant, Animal, and Natural Communities]
Attachment - G
Exotic Pest Plant Council's List of Florida's Most Invasive Species
Exotic Species

This list is taken from the 1995 Florida Exotic Pest Plant Council’s List of Florida’s Most Invasive Species. The Exotic Pest Plant Council (EPPC) is a national nonprofit organization founded in Florida in 1984 to take action against the invasion of exotic pest plants. Category I species include those that are invading and disrupting native plant communities in Florida. This definition does not rely on the economic severity of the problem and the geographic area covered, but the proven damaged caused. Category II species are those that have shown a potential to invade and disrupt native plant communities. These species have a real potential to become category I ranked, but have not yet invaded natural Florida communities.

Category I

Abrus precatorius (rosary pea)
Acacia auriculiformis (earleaf acacia)
Ardisia crenulata (=A. crenata) (coral ardisia)
Ardisia elliptica (=A. humilis) (shoebrown ardisia)
Asparagus densiflorus (asparagus fern)
Bischofia javanica (bischofia)
Brachiaria mutica (Parâ grass)
Calophyllum calabara (=C. inophyllum of authors) (mast wood, Alexandrian laurel)
Cassia coluteoides (=Senna pendula) climbing cassia, Chriasmas cassin, Christmas senna
Casuarina equisetifolia (=C. litorea) (Australian pine)
Casuarina glauca (suckering Australian pine)
Cestrum diurnum (day jasmine)
Cinnamomum camphora (camphor tree)
Cotocasia esculenta (taro)
Colubrina asiatica (lather leaf)
Cupaniopsis anacardioides (carrotwood)
Dioscorea bulbifera (air-potato)
Eichhornia crassipes (water hyacinth)
Eugenia uniflora (Surinam cherry)
Ficus microcarpa (=F. nitida; = F. retusa var. nitida) (laurel fig)
Hydrilla verticillata (hydrilla)
Hygrophila polysperma (green hygro)
Hymenachne amplificaulis (West Indian marsh grass)
Imperata brasilienis (cogon grass) (=Imperata cylindrica)
Ipomoea aquatica (water spinach)
Jasminum dichotomum (Gold Coast jasmine)
Jasminum fluminense (jasmine)
Lantana camara (lantana)
Ligustrum sinense (hedge privet)
Lonicera japonica (Japanese honeysuckle)
Lygodium japonicum (Japanese climbing fern)
Lygodium microphyllum (Old World climbing fern)
Macfadyena unguis-cati (cat’s claw)
Melaleuca quinquenervia (melaleuca, broad-leaf paper bark)
Melia azedarach (Chinaberry)
Mimosa pigra (catclaw mimosa)
Nandina domestica (nandina, heavenly bamboo)
Nephrolepis cordifolia (sword fern)
Neyraudia reynaudiana (Burma reed; cane grass)
Oeoeocladus maculata (ground orchid)
Paederia foetida (skunk vine)
Panicum repens (torpedo grass)
Paspalum notatum (Bahia grass)
Pennisetum purpureum (Napier grass)
Pistia stratiotes (water lettuce)
Psidium guajava (guava)
Psidium littorale (=P. cattleianum) (strawberry guava)
Pueraria montana (=P. lobata) (kudzu)
Rhodomyrtus tomentosus (downy myrtle)
Rhoeo spathacea (=R. discolor) (oyster plant)
Sapium sebiferum (popcorn tree, Chinese tallow tree)
Scaveola taccada var. sericea (=S. frutescens; =S. sericea) (half-flower, beach naupaka)
Schinus terebinthifolius (Brazilian pepper)
Solanum torvum (turkey berry)
Solanum viarum (tropical soda apple)
Syzygium cumini (jam bolan, Java plum)
Tectaria incisa (incised halberd fern)
Thelesperma populnea (seaside mahoe)
Tradesantia fluminensis (white-flowered wandering jew)

Category II

Adenanthera pavonina (red sandlewood)
Agave sisalana (sisal hemp)
Albizia julibrissin (mimosa)
Albizia lebbeck (woman's tongue)
Aleurites fordii (tung oil tree)
Alstonia macrophylla (devil-tree)
Alternanthera philoxeroides (alligator weed)
Antigonon leptopus (coral vine)
Aristolochia littoralis (calico flower)
Asystasia gangetica (Ganges primrose)
Bauhinia variegata (orchid tree)
Broussonetia papyrifera (paper mulberry)
Callisia fragrans (inch plant, spironema)
Casuarina cunninghamiana (Australian pine)
Cereus undatus (night-blooming cactus)
Cryptostegia grandiflora (Palay rubber vine)
Dalbergia sissoo (Indian dalbergia, sisssoo)
Dioscorea alata (yam)
Enterolobium contortisiliquum (ear-pod tree)
Epipremnum pinnatum cv. Aureum (pothos)
Eucalyptus camaldulensis (Murray red gum)
Ficus altissima (false banyan)
Ficus benghalensis (Bengal fig)
Ficus benjamina (weeping fig)
Ficus religiosa (bo tree)
Flacourtia indica (governor's plum)
Flueggea virosa (flueggea)
Hibiscus tiliaceus (mahoe)
Hyiptage benghalensis (hyiptage)
Jasminum sambac (Arabian jasmine)
Koelreuteria elegans (golden shower tree)
Leucaena leucocephala (lead tree)
Ligustrum japonicum (Japanese privet)
Ligustrum lucidum (Chinese privet)
Melinis minutiflora (molasses grass)
Merremia tuberosa (wood-rose)
Murraya paniculata (orange-jasmine)
Myriophyllum spicatum (Eurasian water-milfoil)
Nephrolepis multisflora (Asian sword fern)
Ochrosia parviflora (= O. elliptica) (kopsia)
Paederia craedasiana (skunk vine, onion vine)
Passiflora foetida (stinking passion-flower)
Pittosporum pentandrum (pittosporum)
Pittosporum tobira (Japanese pittosporum, pittosporum)
Rhynchelytrum repens (Natal grass)
Sansevieria hyacinthoides (= S. trifasciata) (bowstring hemp)
Solanum diphyllum (twinleaf nightshade)
Syngonium podophyllum (arrowhead vine)
Syzygium jambos (rose-apple)
Terminalia catappa (tropical almond)
Tribulus cistoides (puncture vine)
Triphasia trifoliata (lime berry)
Urena lobata (Caesar’s weed)
Wedelia trillobia (wedelia)
Wisteria sinensis (Chinese wisteria)
MANAGEMENT PLAN

Attachment – I  Stanaki Photo-monitoring Sites

Legend

- Project Site
- Photograph Label
- Photograph Direction

Attachment H

STANAKI PROPERTY
Labeled Photographs

1 inch equals 2,000 feet

0-231
Management Plan

Attachment - J  Doris Leeper Spruce Creek Preserve Conceptual Master Plan